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STARKEY RANCH DISTRICT PARK SITE, SCHOOL SITE, AND LIBRARY-THEATRE SITE
ACQUISITION, DEVELOPMENT, SHARED USE, AND MANAGEMENT AGREEMENT

Private Developer: WS-TSR, LLC (Starkey Ranch MPUD Master Developer)
Public Entity Parties: Board of County Commissioners for Pasco County, Florida (County)
District School Board of Pasco County, Florida (School District)

Recitals

Whereas, WS-TSR, LLC (the "Master Developer") is the designated master developer for Starkey Ranch MPUD, an approved mixed-use project within the jurisdiction of Pasco County, Florida (the "County"), pursuant to Master Planned Unit Development Rezoning Petition No. RZ-7078, as amended concurrent herewith and hereafter, from time to time (the "MPUD"); and

Whereas, pursuant to the MPUD the Master Developer agreed to make available certain lands for a co-located County district park site and public school site, a portion of which was to be provided in exchange for certain impact fee credits, and a portion of which was to be purchased by the County; and

Whereas, the County has certain parks and recreation impact fee capital improvement funds available and allocated for such district park acquisition and construction of improvements, but currently has insufficient park maintenance funds available to maintain and operate such constructed park improvements; and

Whereas, the Master Developer is willing to undertake the supervision of design, permitting, construction, maintenance and operation for the district park facilities, and after completion of construction to share substantially in the deficit funding of the operating and maintenance costs with the County for a defined period of time, provided a substantial portion of the district park facilities can be constructed by the Master Developer concurrent with Phase 1 of the MPUD, and therefore available as a public amenity for the MPUD residents, together with other members of the public at large; and

Whereas, there also are substantial economies of scale and cost savings available to the County and the School District for the co-design and joint use of certain aspects of the co-located district park site and school site at Starkey Ranch MPUD, including not only certain portions of the County's district park improvements and the School District's school site improvements, but also a co-located and shared public library-theatre site; and

PALLA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
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Whereas, Chapter 163, Florida Statutes (the "Florida Interlocal Cooperation Act of 1969"), provides that local government units may enter into Interlocal Agreements for the purpose of making the most efficient use of their powers through cooperation and coordination; and

Whereas, the County and the School District desire to provide for the co-design and joint use of designated portions of the Starkey Ranch District Park to be owned by the County, and designated portions of the Starkey Ranch school site to be owned by the School District, and to jointly share the acquisition, development, operation and use of the Starkey Ranch public library-theatre facility to be owned by the County, in order to provide greater access to the facilities for the community and the general public; and

Whereas, substantial savings to the public can be obtained through the joint planning and use of the properties, and through the substantial contribution of the Master Developer to the operating and maintenance costs for the district park facilities, which can be accomplished only by the public and private parties collaborating on the location, design, development and construction of the properties, so that more functional recreational, educational and cultural areas are created at an earlier point in time, and constructed amenities are properly operated, maintained and cooperatively shared; and

Whereas, expanding the public use of School District properties and facilities within the County without impairing the function or security of school facilities or disrupting the educational process is within the public benefit, and, likewise, the use of County properties and facilities by students and faculty will enhance the recreational, educational and cultural opportunities and benefits available through the public schools;

Now, therefore, in consideration of the premises set forth above, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Agreement

Section 1. Recitals and Exhibits

The foregoing recital clauses are true and correct, and are incorporated by reference herein and made a part of this Agreement. Similarly, all Exhibits hereto are incorporated herein by reference and made a part of this Agreement, as if fully set forth herein.

Section 2. Legal Authority; Recordation; Limitation on Title Encumbrance.

This Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes, and shall be filed with and recorded by the Clerk of the Circuit

Court; however, the legal description for the real property affected by this Agreement shall include only the specific land designated herein as the Park Site, School Site, and Library-Theatre Site, and this Agreement shall not encumber any other lands within Starkey Ranch MPUD, and is not intended and shall not constitute a title exception as to any such other lands within Starkey Ranch MPUD.

Section 3. Satisfaction of MPUD Conditions of Approval/Concurrency

Execution and performance of this Agreement by the Master Developer, and approval, execution, and performance of this Agreement by the County and the School District, shall satisfy all obligations of the Master Developer related to the reservation and/or provision of a district park site and co-located school site pursuant to Starkey Ranch MPUD Rezoning Petition No. RZ-7078, without limitation; provided, however, that the obligation for the Master Developer to provide a potential second elementary school site within Starkey Ranch MPUD shall remain in force pursuant to Condition No. 12 of the of the MPUD Conditions of Approval, as amended and restated effective December 17, 2013, concurrent with approval of this Agreement by the County. The Master Developer and its successors and assigns within the Starkey Ranch MPUD shall also remain obligated to pay applicable school and parks and recreation impact fees in accordance with the Pasco County Land Development Code whenever credits against such impact fees are not available. The Master Developer's compliance with this Agreement, Condition No. 12 of the MPUD Conditions of Approval, and payment of applicable school and parks and recreation impact fees (or utilization of credits in lieu of such fees) shall be deemed to satisfy the school concurrency and parks and recreation concurrency obligations of the Starkey Ranch MPUD.

Section 4. Location and Geographical Limits of the District Park Site; Acquisition Terms

The Master Developer, the County, and the School District agree that the location and geographical limits of the County's District Park site, the Public Library-Theatre site, and the School District's School site are collectively depicted on the composite District Park/School/Library-Theatre master site plan attached hereto as Exhibit A (the "Master Site Plan"). The aggregate acreage comprising the Master Site Plan area is 161.616 gross acres, which exceeds the obligations of the Master Developer under the previous MPUD approval. This gross acreage within the Master Site Plan area is further allocated among the County's District Park Site, the Public Library-Theatre Site, and the School District's School Site, as hereafter set forth in this Agreement. In addition, the gross acreage is further allocated into developable upland acres, dedication acreage, and purchase acreage, as contemplated by the MPUD approval and as more specifically set forth in this Agreement.

The graphic depiction and legal description for the County's District Park Site is more particularly set forth on Exhibit A-1 (the "Park Site"). The Master Developer and the County further agree that the

gross acreage of the Park Site to be conveyed to the County and/or School District as provided in this Agreement is 128.919 acres, more or less; within this quantity of land, forty (40) acres (developable uplands) shall be deemed the "dedication" portion and 21.4229 acres (developable uplands) shall be deemed the "purchase" portion of the Park Site. The Master Developer shall not receive any fee credits or payment for the remainder (67.4961 acres, m.o.l.) of the Park Site gross acreage which is conveyed to the County and/or School District hereunder; provided, however, that the Master Developer shall retain a non-exclusive drainage and mitigation easement over that certain 14.663-acre portion (the "Drainage Easement Area") of the Park Site as depicted on Exhibit A-2, which is not part of the developable uplands within the Park Site. The Drainage Easement Area is graphically depicted and legally described in Exhibit A-2 hereto, and may be used by the Master Developer for excavation of fill material, storm water retention/detention, wetland creation/mitigation and/or flood plain compensation, in its discretion, including construction, maintenance and permit monitoring access thereto.

In exchange for the conveyance of the 40-acre "dedication" portion of the Park Site, the County shall immediately issue to the Master Developer parks and recreation impact fee (land) credits (the "Park Fee Credits") in the amount of \$875,000.00 (at the rate of \$25,000.00 per acre for 35 acres), for thirty-five (35) acres of the "dedication" portion of the Park Site. The use of the Park Fee Credits shall be governed by Section 19 below; also, a portion of the Park Fee Credits may be converted to a cash payment by the County, as set forth in Section 11 below. Similarly, the School District shall immediately issue to the Master Developer school impact fee credits in the amount of \$125,000.00 (at the rate of \$25,000.00 per acre) for the other five (5) acres of the "dedication" portion of the Park Site (the "School Fee Credits"). The use of these School Fee Credits (together with the additional School Fee Credits pursuant to Section 5 below) shall be governed by Section 19 below. The apportionment of the County's Park Fee Credits and the School District's School Fee Credits for the "dedication" portion of the Park Site, is based upon the co-located park and school recreation facilities contemplated by the MPUD, which are defined as the "Shared-Use Facilities" in Section 7, below. Except for the land underlying the Shared Wetland System and Park Pond, as defined in Section 7, below, and except for the land underlying the Shared Use Facility driveway that is also needed to access Phase 1 of the District Park, all land underlying the Shared Use Facilities, as defined in Section 7, shall be conveyed from the Master Developer to the School District. The other land comprising the Park Site (other than the Shared-Use Facilities), and the land underlying the Shared Use Facility driveway that is also needed to access Phase 1 of the District Park, shall be conveyed by the Master Developer to the County.

In exchange for the conveyance of the 21.4229-acre "purchase" portion of the Park Site, the County also shall pay to the Master Developer the lump sum of \$856,916.00 (the "Park Purchase Amount") at the time of conveyance as set forth in Section 15 below. The County and the Master Developer mutually acknowledge and agree that each party has had the opportunity to procure their own appraisals of the Park Site, and to negotiate the terms of such purchase and sale as an arms-length transaction, taking into consideration the full value of this Agreement to the respective parties. In particular, the parties have taken into consideration (i) the conveyance of the additional 67.4961 acres within the Park Site for no impact fee credits and no cash payment; (ii) the value of the Master Developer's infrastructure and other responsibilities pursuant to Section 10, below; (iii) the Master

Developer's commitments under the License Agreement pursuant to Section 17, below, and (iv) the Master Developer's operation and maintenance subsidy commitment under Section 18, below. Each party therefore acknowledges and agrees that the Park Fee Credits, the School Fee Credits, and the Park Purchase Amount (collectively the "Park Site Compensation") in the aggregate represent fair market value for the Park Site (for example, the aggregate Park Site Compensation represents an average value of approximately \$14,400 per gross acre (128.919 gross acres) for the Park Site conveyance, and approximately \$30,200 per net developable acre (61.4229 net developable acres) for the Park Site conveyance).

Section 5. Location and Geographical Limits of the School Site; Acquisition Terms

The Master Developer and the School District agree that the location and geographical limits of the School District's co-located school site are depicted on the Master Site Plan attached hereto as Exhibit A, and the legal description for which is more particularly set forth on Exhibit A-3 (the "School Site").

The Master Developer and the School District further agree that the gross acreage of the School Site to be conveyed to the School District as provided in this Agreement is 30.174 acres, more or less. Of this gross acreage quantity, 21.235 acres (developable uplands) constitute the required "dedication" portion for the co-located School Site, and 2.0 acres shall be deemed the "purchase" portion for the co-located School Site. The School District acknowledges that the foregoing negotiated allocation of land is based, in part, upon the Master Developer's accommodation of sufficient off-site drainage and/or mitigation areas upon the Master Developer's land, to facilitate the School District's desired development of the School Site within the geographic limits set forth in Exhibit A-3.

In exchange for the conveyance of the School Site to the School District, the School District shall immediately issue to the Master Developer school impact fee credits in the amount of \$530,875.00 (at the rate of \$25,000 per acre) for the 21.235-acre "dedication" portion of the School Site (again, the "School Fee Credits" for use as set forth in Section 19 below). In addition, the School District shall pay to the Master Developer the lump sum of \$65,000.00 (the "School Purchase Amount") at the time of conveyance as set forth in Section 15 below, for the 2.0-acre "purchase" portion of the School Site. No fee credits or cash payment shall be made for the balance of the gross acreage contained within the School Site. The School District and the Master Developer mutually acknowledge and agree that each party has had the opportunity to procure their own appraisals of the School Site, and to negotiate the terms of such purchase and sale as an arms-length transaction, taking into account the full value of this Agreement to the respective parties. Each party therefore acknowledges and agrees that the School Fee Credits and the School Purchase Amount collectively represent fair market value for the School Site.

Section 6. Location and Geographic Limits of the Public Library-Theatre Site; Acquisition Terms

The Master Developer, the County, and the School District collectively agree that the location and geographical limits of the County's co-located library-theatre site is depicted on the Master Site Plan attached hereto as Exhibit A, and the legal description for which is more particularly set forth on Exhibit A-4 (the "Library-Theatre Site").

The Master Developer, the County, and the School District further agree that the gross acreage of the Library-Theatre Site to be conveyed as provided in this Agreement is 2.523 acres, more or less (which reduced acreage amount is facilitated by off-site drainage and/ or mitigation areas provided by the Master Developer to accommodate the development of the Library-Theatre Site).

In exchange for the initial conveyance of the Library-Theatre Site to the School District, the County and the School District each shall pay fifty percent (50%) of the lump sum price of \$100,920.00 (the "Library-Theatre Site Purchase Amount") to the Master Developer for the Library-Theatre Site, which shall be a Shared-Use Facility by the County and School District as set forth in Section 7 of this Agreement. The conveyance of the Library-Theatre Site by the Master Developer to the School District shall occur as provided in Section 15 below. However, the land underlying the Shared Use Facility driveway that is also needed to access Phase 1 of the District Park shall be conveyed to the County, with a temporary easement to the School District to allow the School District to also utilize such driveway. Such temporary easement will automatically terminate when the County grants the School District a permanent easement, lease, or license to use the Library/Theatre and Library Parking Area pursuant to Section 7.

Section 7. Shared-Use Facilities

The County and School District seek to encourage and facilitate the shared use of some of their library, theatre, and recreational facilities by the general public and by the students and faculty of the School District's Starkey Ranch School Site, to promote economies of scale in the initial cost of acquisition and construction of such facilities, and the recurring cost of operation and maintenance, which will ultimately benefit the users of the shared facilities and the taxpayers of Pasco County. The County and School District also desire to create a public partnership that will instill a sense of civic pride and responsibility in students, and encourage elementary and middle school students to continue to have opportunities to utilize public educational, recreational and cultural resources after they have graduated from the School District's Starkey Ranch School Site. Notwithstanding these public benefits, the County and School District also recognize that the shared use of public facilities raises issues relating to ownership, funding, project delivery, liability, security, staffing, priority of use, maintenance, and other issues, and the County and School District desire to document their understanding relating to these issues in this Section.

A. Definitions

The following definitions shall be utilized throughout this Section 7.:

- (1) "Authorized School Personnel" shall mean (a) students enrolled at the School, or enrolled at another School District school, and using a Shared Use Facility during normal school hours, or in connection with a School District sponsored event, and (b) employees, contractors and volunteers of the School District that have complied with Background Screening.
- (2) "Background Screening" shall mean the applicable requirements of Sections 1012.32, 1012.465, and 1012.56, Florida Statutes, as may be amended.
- (3) "General Public" shall mean any person that does not fall within the definition of Authorized School Personnel at the time of their actual use of Shared Use Facilities.
- (4) "Horizontal Construction" shall mean designing, permitting, and preparing the land for vertical development, including fill material/compaction; site grading/clearing; demucking/excavation; creation of wetland/floodplain mitigation areas; construction of storm water drainage facilities; and any required insurance, bonding, damages or Indemnification costs associated with such construction; but excluding any item specifically listed under Land Acquisition or Vertical Construction, and excluding any off-site infrastructure required to be provided by the Master Developer pursuant to Section 14. of this Agreement.
- (5) "Indemnify" or "Indemnification" shall mean to the fullest extent provided by law and without waiving sovereign immunity limitations and the provisions of Section 768.28, Florida Statutes, and without waiving the right to seek indemnification, insurance proceeds or damages from responsible third parties, an agreement by the indemnifying party to indemnify, defend, save and hold harmless the non-indemnifying party, all members of its Board, its officers, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, expenses, attorney's fees, and judgments of every nature and description, including claims for property damage and claims for injury or death of persons, or on account of, any claim or amounts recovered under the Workers Compensation Law or of any other laws, bylaws, ordinance, order or decree brought or recovered against the non-indemnifying party by reason of any negligent or intentional act or omission of the indemnifying party, its agents, contractors, or employees, except for any injury or damage caused by the sole negligence or intentional acts of the non-indemnifying party, or its agents, contractors, or employees, and provided that for any injury or damage caused by concurrent or joint negligent or intentional acts or omissions of the indemnifying and non-indemnifying party, or their agents, contractors, or employees, the respective responsibilities of the indemnifying and non-indemnifying party hereunder shall be in the same proportion that the negligent or intentional acts or omissions contributed to the injury or damage.
- (6) "Joint Approval" shall mean approved by the Pasco County Board of County Commissioners, or its authorized designee, and the District School Board of Pasco County, or its authorized designee.

- (7) "Joint Escrow Account" shall mean a separate account maintained by the Pasco County Clerk and Comptroller for the Maintenance and Staffing of the Shared Use Facilities.
- (8) "Land Acquisition" shall mean acquiring land for a Shared Use Facility, either by direct payment or impact fee credit, including, where required, title insurance, surveys, documentary stamp taxes, recording fees, and any damages or Indemnification costs associated with such land acquisition.
- (9) "Library Media" shall mean books, magazines, periodicals, e-books, e-readers, computers, computer programs, websites and electronic database subscriptions, music, films, photographs, printers, scanners, copiers, and other written or electronic material or equipment that is commonly used by patrons of the Pasco County library system or by students of an elementary or middle school.
- (10) "Library Parking Area" shall mean the parking spaces and drive aisles immediately surrounding the Library/Theatre building as depicted on Exhibit A-5, including any landscaping, lighting, curbing, striping, medians, or signage required for such parking spaces and drive aisles.
- (11) "Library Youth Section" shall mean the portion of the Library that is reserved for Library Media appropriate for elementary and middle school students.
- (12) "Maintain" or "Maintenance" shall mean responsibility for the periodic maintenance of a facility, including cleaning; repairs; capital replacement; electricity costs; water, sewer and reclaimed water usage costs; cable, telephone, and communication charges; waste disposal charges; mowing and landscape maintenance and irrigation; painting; restriping; resurfacing of floors; resurfacing or pothole repairs in parking areas; debris and litter removal; pest control; changing of locks; payment of property taxes and assessments (if required); and any insurance, bonding, damages or Indemnification costs associated with such maintenance.
- (13) "Multi-Use Trail" shall mean a paved bicycle/pedestrian path, at least 8 feet wide, that connects the School to the Library/Theatre through the Outdoor Shared Use Facilities, and that connects the Library/Theatre to the trail system within the Park.
- (14) "Naming Rights" shall mean the right to sell or lease the name of a facility and place the sold or leased name on any signs, brochures, announcements, websites, or other forms of written or electronic communications or advertisements describing, or providing directions to, the facility, consistent with state and federal law and generally applicable County and School District rules, policies, procedures and ordinances, including, but not limited to, competitive bidding requirements.
- (15) "Open" shall mean (a) in the case of a building, climate controlled and lighted, with at least one exterior entrance door that is unlocked by the County or School District, as applicable; (b) in the case of Outdoor Shared Use Facilities, lighted after sundown, and at least one opening or unlocked gate that can be used by pedestrians and bicyclists to enter the Outdoor Shared Use Facility, and (c) in the case of parking areas, lighted after sundown, and

at least one opening or unlocked gate that can be used by vehicles to enter and exit the parking areas and drive aisles.

- (16) "Outdoor Shared Use Facilities" shall mean the following Shared Use Facilities on Exhibit A-5: (a) Tennis Courts, (b) Track and Field, (d) Basketball Courts, (e) Baseball/Softball Field, (f) Play Field, and (g) Playground.
- (17) "Park" shall mean the portion of the District Park site depicted on Exhibit A-5 that is not designated on Exhibit A-5 as a Shared Use Facility.
- (18) "Park Parking Areas" shall mean any parking area or drive aisle for the Park that is west of the Library Parking Area, including the land for Phase 2 of the Park, until such time that Vertical Construction of Phase 2 of the Park has commenced.
- (19) "Park Pond" shall mean the storm water retention pond to the south of the Park, and labeled "Park Pond" on Exhibit A-5.
- (20) "School" shall mean the portion of the elementary/middle school depicted on Exhibit A that is not designated on Exhibit A as a Shared Use Facility.
- (21) "School Parking Areas" shall mean any parking area or drive aisle for the School that is not part of the Shared Parking Area.
- (22) "School Pond" shall mean the storm water retention pond to the southeast of the School and labeled "School Pond" on Exhibit A-5.
- (23) "Shared Parking Area" shall mean the parking spaces and drive aisles located to the north of the Outdoor Shared Use Facilities and School, and to the east of the Library/Theatre, as depicted on Exhibit A-5, including any landscaping, lighting, curbing, striping, medians, or signage required for such parking spaces and drive aisles.
- (24) "Shared Use Facilities" or "Shared Use Facility" shall mean the following facilities on Exhibit A-5: (a) Library/Theatre, (b) Tennis Courts, (c) Track and Field, (d) Basketball Courts, (e) Baseball/Softball Field, (f) Gymnasium, (g) Play Field, (h) Playground, (i) the Library Parking Area, (j) the Shared Parking Area, (k) the Park Pond, (l) the School Pond, and (m) the Shared Wetland System.
- (25) "Shared Wetland System" shall mean the wetland system that is south of the Library/Theatre, and that separates the Park from the Outdoor Shared Use Facilities and School, but excluding any portion of such wetland system that is not deeded to the County.
- (26) "Signage Rights" shall mean the rights to sell or lease advertising space on or within any facility consistent with state and federal law and generally applicable County and School District rules, policies, procedures and ordinances, including, but not limited to, competitive bidding requirements. The term "Signage Rights" shall not include Naming Rights, Wireless Facility Rights, directional or traffic control signs, signs or advertisements for County or School District sponsored events, or informational signs placed by the County or School District.

- (27) "Staff" or "Staffing" shall mean responsibility for providing supervisory staff and security personnel for an event or use of a facility, either by employee, independent contractor, or volunteer, including locking or unlocking any door or gates that are allowed to be locked or unlocked in accordance with the terms of this Agreement, and any salaries, insurance, employee benefits, overtime, taxes, damages or Indemnification associated with such Staffing.
- (28) "SREF" shall mean State Requirements for Educational Facilities, including the State uniform building code for public educational facilities construction adopted pursuant to Section 1013.37, Florida Statutes, and other applicable building requirements governing public educational facilities.
- (29) "Transit Shelter" shall mean a transit shelter, transit pad, and bicycle rack located within or adjacent to the right of way of Town Avenue and immediately to the north of the Library/Theatre, and designed in accordance with the Pasco County Public Transportation (PCPT) specifications for a transit shelter.
- (30) "User Fee" or "User Fees" shall mean a fee for use of or entrance into a facility, including any parking fee.
- (31) "Vertical Construction" shall mean the design, permitting and construction of a Shared Use Facility and the capital costs associated with making a Shared Use Facility initially available to the General Public or Authorized School Personnel, including vertical building materials and labor; fixed equipment and seating; lighting; sound systems; communication lines and equipment; air conditioning/heating equipment; underground and above-ground utilities and plumbing; insulation; windows and doors; landscaping; parking areas; drive aisles; sidewalks or trails; transit shelters; initial striping; field turf; hard courts; furniture; portable seating or bleachers; benches; fencing and gates; signage; initial opening day acquisition of Library Media; impact fees and utility connection fees (if required); and any insurance, bonding, damages or Indemnification costs associated with such construction; but excluding any item specifically listed under Land Acquisition or Horizontal Construction and excluding any off-site infrastructure required to be provided by the Master Developer pursuant to Section 14. of this Agreement.
- (32) "Wireless Facility Rights" shall mean the right to lease any land or facility for wireless facilities, as defined in the Pasco County Land Development Code, consistent with state and Federal law and generally applicable County and School District rules, policies, procedures, and ordinances, including, but not limited to, competitive bidding requirements and the County's wireless facility regulations.

B. Library/Theatre and Library Parking Area

It is the general intent of the parties that the County will own the Library/Theatre building and Library Parking Area, and make it available for use by the General Public and Authorized School Personnel, subject to the terms herein. It is also the general intent of the parties that the Land Acquisition and Horizontal Construction for the Library/Theatre and Library Parking Area will occur in

connection with the Land Acquisition and Horizontal Construction of Phase 1 of the Park, and that Vertical Construction of the Library/Theatre and Library Parking Area will occur no later than the Vertical Construction of the School, to ensure that the School does not have to construct its own library or media center.

The County and School District shall each be responsible for fifty percent (50%) of the costs of Land Acquisition for the Library/Theatre and Library Parking Area, as more fully set forth in Section 6 of this Agreement. The County shall be responsible for the payment of all costs of Horizontal Construction for the Library/Theatre and Library Parking Area. For any Horizontal Construction performed by the Master Developer, the County shall reimburse the Master Developer for such costs from the land portion of library impact fees in accordance with Section 13 of this Agreement. The County agrees not to expend the land portion of its library impact fees on any other library site until the County has fulfilled its obligation for the Land Acquisition and Horizontal Construction costs. The School District shall be initially responsible for all costs of Vertical Construction for the Library/Theatre and Library Parking Area from any legally available School District funding source that can be pledged for more than a year without the requirement of a referendum, and agrees to budget for this expenditure no later than the year that it budgets for Vertical Construction of the School. The County agrees to reimburse the School District for fifty percent (50%) of the actual Vertical Construction costs for the Library/Theatre and Library Parking Area from (a) the facility portion of its library impact fees existing as of the date that Vertical Construction is complete, and (b) the facility portion of any future library impact fees collected by the County, until such time that the School District has been fully reimbursed for fifty percent (50%) of the Vertical Construction costs. For the Vertical Construction costs associated with the Transit Shelter or Multi-Use Trail, the County may elect to reimburse the School District for the County's required fifty percent (50%) contribution from the transit or bicycle/pedestrian portion of mobility fees, in lieu of library impact fees. The School District shall provide the County with an itemized list of the final Vertical Construction costs within sixty (60) days of the date that Vertical Construction of the Library/Theatre is complete, and such list shall be the basis for the County's required fifty percent (50%) reimbursement. The School District may add a construction management fee to the final Vertical Construction costs, provided such fee does not exceed one hundred fifty thousand dollars (\$150,000.00). The County shall not be required to pay any interest on the required reimbursement amount, provided that the County does not suspend or reduce its library impact fees beyond December 31, 2013. Payment shall be made by the County no later than sixty (60) days after the School District provides the County with the final Vertical Construction costs, or for any required payment of future library impact fees collected by the County, at the same time that the County or Clerk and Comptroller remit payment of school impact fees to the School District. The County agrees not to expend the facility portion of its library impact fees on any other library facility in the County until the School District has been fully reimbursed for the County's required fifty percent (50%) contribution for the Library/Theatre. The County further agrees to provide written notification to the School Board before extending any suspension of its library impact fees, or adopting any new suspensions or reductions of its library impact fees. If the County elects to extend any suspension of its library impact fees beyond December 31, 2013, or adopt any new suspensions or reductions of its library impact fees, before the School District has been fully reimbursed for the County's required fifty percent (50%) contribution, the School District shall have the right to commence charging the County interest on any outstanding amounts due as of the effective date of the extension, suspension or reduction, at a rate not to exceed the prime rate, as reported by the Wall Street Journal. Nothing herein shall prevent the County from utilizing other legally available funding sources to satisfy the reimbursement obligations in this paragraph.

Except for design of any Horizontal Construction being performed by the Master Developer pursuant to Sections 9 and 13 of this Agreement, all architectural and civil (site) design for the Vertical Construction of the Library/Theatre and Library Parking Area shall be solicited by the School District in accordance with the Consultants' Competitive Negotiations Act. The County and School District shall each choose three members of a six member evaluation committee for selection of any architectural or engineering firm(s). The selected architectural or engineering firm(s) shall submit all interim and final design plans to both the County and School District for Joint Approval. The Library/Theatre building shall be at least 26,000 square feet, and at least 2,600 square feet of the Library shall consist of meeting space that is independent of the Theatre. The Library Youth Section shall be at least 6,900 square feet. Nine hundred (900) square feet of the Library Youth Section shall be reserved for middle school students and other teenagers, and at least 550 square feet of the Library Youth Section shall be reserved for a story time room; each of these areas shall be separated from the remainder of the Library Youth Section by a transparent wall or divider, with a door that can be closed or locked. The Library Youth Section shall have a separate exterior entrance, and shall be separated from the remainder of the interior of the Library by a transparent wall or divider, with a door that can be closed or locked, if necessary, to exclude the General Public or minimize noise from the Library Youth Section, unless the Library Youth Section is on a different floor than the remainder of the Library. The Library Youth Section shall also contain separate restrooms and furniture, both of which shall be sized to accommodate elementary and middle school students. The Theatre shall be at least 6,000 square feet, with a seating capacity of at least 250 seats. The Theatre shall have a separate exterior entrance, as well as an entrance from within the Library. The Theatre may share public restrooms with the Library, but shall include at least two separate Theatre dressing rooms. The Theatre shall also include at least two storage rooms, at least 500 square feet each, which can be used by the County or School District to store staging/set materials, costumes, and other removable equipment for the Theatre. The Library/Theatre size requirements prescribed in this Agreement may be amended with Joint Approval. To help reduce Maintenance costs for the Library/Theatre, the Library/Theatre shall be designed to meet current green/sustainable building standards and to obtain a LEED Silver certification, or the equivalent certification in Green Globes (GGNC).

The Library Parking Area shall include a minimum of 100 parking spaces, unless a lower number of parking spaces receives Joint Approval. The design of the Library/Theatre and Library Parking Area shall include the portion(s) of the Multi-Use Path within the Library/Theatre site and Library Parking Area, and shall include bicycle racks at the termination point of the Multi-Use Path. If any portion of the Multi-Use Path crosses vehicular drive aisles, traffic calming measures and signage shall be installed at such locations to assist with safe bicycle/pedestrian crossing of the drive aisles. The design of the Library/Theatre shall also include the Transit Shelter, even if the Transit Shelter is located within the right-of-way for Town Avenue, and a sidewalk or multi-use trail connecting the Transit Shelter to the Multi-Use Path.

Once final design of the Library/Theatre and Library Parking Area has received Joint Approval, and approval of the Master Developer pursuant to Section 8 of this Agreement, the School District shall proceed to obtain site plan approval for the Library/Theatre and Library Parking Area from the County, and obtain all state and federal permits and approvals required for the Vertical Construction of the

Library/Theatre and Library Parking Area. The School District and County agree that the Library/Theatre and Library Parking Area will be considered part of the "educational plant" or "ancillary plant" for the School for purposes of Chapter 1013, Florida Statutes; accordingly, the Library/Theatre and Library Parking Area shall be constructed in accordance with SREF. The School District shall competitively bid the Vertical Construction of the Library/Theatre and Library Parking Area in accordance with mutually acceptable requirements, and cause the Library/Theatre and Library Parking Area to be constructed in accordance with the approved site plans, design plans, and permits, and in accordance with the bid from the lowest responsible bidder. Any material deviation from the approved site plans and design plans, and any change orders, shall require Joint Approval. The County and School District agree to establish a project contingency account to enable contingency adjustments for minor changes to the work to proceed with approval of the Shared Use Facility Team. Prior to acceptance of the Library/Theatre from the contractor and issuance of the certificate of substantial completion, representatives from both the County and the School District will conduct a thorough inspection of the Library/Theatre to identify any incomplete punch list items that must be corrected prior to acceptance. The School District shall assume responsibility for resolving construction defects identified during the normal warranty period of the Library/Theatre, which is generally one year from the date of substantial completion. Following the warranty period, the School District will transfer the responsibility for resolving construction defects to the County, if the County has already accepted the remaining Maintenance responsibilities for the Library/Theatre. The School District shall complete Vertical Construction of the Library/Theatre no later than the completion of Vertical Construction of the School.

The initial opening day Library Media for the Library shall be purchased by the School District as part of the Vertical Construction costs for the Library. The selection of the initial opening day Library Media for the Library Youth Section shall require Joint Approval. The selection of the initial opening day Library Media for the remainder of the Library shall only require County approval. Either party may accept donations of Library Media from other libraries or media centers, or other third party donations, to help reduce the Vertical Construction costs for the Library/Theatre. The purchase of Library Media by the School District or County shall not require competitive bidding or solicitation unless specifically required by state or federal law, or County ordinance.

Fee simple ownership of the land underlying the Library/Theatre and Library Parking Area shall remain with the School District until the County accepts Maintenance of the Library/Theatre and Library Parking Area, which shall be no later than the date that the Library/Theatre is Open to the General Public. Prior to the County accepting Maintenance of the Library/Theatre and Library Parking Area, the School District agrees to convey to the County (a) fee simple ownership of the land underlying the Library/Theatre and Library Parking Area, and (b) a bill of sale for the Library/Theatre building, fixtures and furniture; the initial opening day Library Media; and other improvements on the Library/Theatre site. Simultaneously with such conveyances, the County agrees to convey to the School District an easement, license, or lease, at the School District's option, to (a) allow Authorized School Personnel to access and utilize the Library Youth Section and Theatre, (b) allow visitors to the School and Authorized School Personnel to use the Library Parking Area, and (c) allow the School District to Maintain the lighting and sound systems in the Theatre, consistent with the terms of this Agreement.

Except for construction defects occurring during the warranty period, the County shall be responsible for Maintenance of the Library/Theatre and the Library Parking Area after the County accepts the Maintenance responsibilities. The County shall maintain the Library/Theatre and Library Parking Area in a manner that is generally consistent with the County's maintenance of other libraries in Pasco County. However, the School District shall be solely responsible for Maintenance of the lighting and sound systems in the Theatre (except electricity costs). The County shall be responsible for Staffing of the Library in a manner that is generally consistent with the County's Staffing of other libraries in Pasco County. The School District may, at its option, locate one or more School District employees, contractors or volunteers in the Library Youth Section if the School District desires a higher level of service than the Staffing provided by the County. Unless otherwise agreed to in writing by the School District, the County agrees, at a minimum, to keep the Library Youth Section Open weekdays from 8:30 a.m. to 4:00 p.m., excluding any holidays when the School is not providing Staffing to the School and the County is not providing Staffing to libraries. Only the County and School District shall have keys or security cards to the exterior door for the Library Youth Section, and such exterior door shall not be open to the General Public.

The County's Maintenance of the Library/Theatre and Library Parking Area shall include a continuing duty to maintain the Library/Theatre and Library Parking Area in a safe condition and to ensure that any unsafe condition or defect in or upon the Library/Theatre or Library Parking Area is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its Maintenance, the County becomes aware of any dangerous or unsafe condition in or upon the Library/Theatre or Library Parking Area, the County shall immediately correct the dangerous condition or prevent the use of the Library/Theatre or Library Parking Area so as not to endanger the life or safety of persons. If in the course of the School District's use of the Library/Theatre or Library Parking Area, the School District becomes aware of any dangerous condition in or upon the Library/Theatre or Library Parking Area, the School District shall immediately notify the County of such dangerous or unsafe condition and cease the School District's use of the portion of the Library/Theatre or Library Parking Area which is unsafe, until such time as the County corrects or remedies the condition. The County shall have the final determination as to what is deemed an "unsafe" or "dangerous" condition or defect at the Library/Theatre or Library Parking Area. This paragraph shall not create any rights for any third party to sue the County or School District, and there shall be no third party beneficiary. With respect to the lighting and sound systems in the Theatre, the School District shall have the same Maintenance duties and rights as the County.

As part of its Maintenance of the Library/Theatre and Library Parking Area, the County reserves the right, at any time, to observe all operations of the School District and Authorized School Personnel and to ensure that the Library/Theatre and Library Parking Area are not subjected to risk of loss. The County reserves the right to preclude or interrupt any act or use of the Library/Theatre or Library Parking Area by the School District or Authorized School Personnel, if, within the reasonable judgment of the County, it is necessary to protect public safety or to protect persons or property from exposure to risk of injury, death, damage, or loss. The County shall have the right to inspect any and all parts of the Library/Theatre and Library Parking Area and make or cause to be made necessary repairs thereto, and to enforce the provisions of this Agreement related to the Library/Theatre and Library Parking Area, and other rules for the management and operation of the Library/Theatre that have received Joint Approval. The foregoing rights shall exist even when the School District has priority use of the Library/Theatre or

Library Parking Area. With respect to the lighting and sound systems in the Theatre, the School District shall have the same Maintenance duties and rights as the County.

The County and School District agree not to bring onto the Library/Theatre and Library Parking Area any material, substances, equipment, or objects that are likely to endanger life or to cause bodily injury to any person or to the Library/Theatre or Library Parking Area, or which are likely to constitute a hazard to property thereon. The County shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the Library/Theatre or Library Parking Area and the right to require their immediate removal from the property. The County and School District agree not to allow live animals into the Theatre and the Library Youth Section when the School District has priority use of the Library Youth Section, except for certified service animals, and other live animals that have received Joint Approval.

After the County accepts Maintenance of the Library/Theatre and Library Parking Area, the School District agrees that it shall not make any permanent improvements upon or within the Library/Theatre or Library Parking Area without the prior written consent of the County, except for the Theatre lighting and sound systems, which shall not require prior written consent of the County. The County agrees that it shall not make any permanent improvements upon or within the Theatre or Library Youth Section without the prior written consent of the School District. Any permanent improvement(s) constructed without such prior written consent may be removed or relocated by the party who did not consent within ten (10) days of providing a written demand to the other party to remove the improvement(s). The party removing the improvements may add such removal or relocation costs to its Maintenance costs for the Shared Use Facilities. The School District and County are both authorized to place items of movable personal property into the Theatre for use therein without prior written consent of the other party. If the School District or County fails to remove items of moveable personal property upon termination of its Staffing of the Theatre, or properly store such items in the Theatre storage rooms, the other party may remove and store said items, and add any costs of relocating and storing the items to its Maintenance costs for the Shared Use Facilities, unless the other party consents in writing to the items remaining in the Theatre. Except for Library Media donated or loaned to the County, the School District shall not leave items of movable personal property in the Library without the prior written consent of the County. If the School District fails to remove items of moveable personal property upon termination of its daily use of the Library, the County may remove and store said items, and add any costs of relocating and storing the items to the County's Maintenance costs for the Library/Theatre.

Staffing of the Theatre shall be the responsibility of the School District for School District sponsored events, and shall be the responsibility of the County for County sponsored events, unless the County and School District agree to jointly provide Staffing to an event. The County agrees, at a minimum, to keep the Theatre Open for any School District sponsored event or use for which the School District has provided at least two (2) weeks prior written notice to the County. Both the County and School District shall have keys or security cards to the interior and exterior Theatre doors, and both parties agree to lock the Theatre doors at such time that they are no longer providing Staffing at their events. The County and School District shall each have the right to use one of the storage rooms in the Theatre, and each party agrees to store and lock any staging/set materials, costumes or other removable Theatre

equipment in their storage room when they are not providing Staffing at their events, unless the other party specifically consents in writing. The County agrees, at a minimum, to keep the Library Parking Area Open weekdays from 7:00 a.m. to 4:30 p.m., excluding any holidays or breaks when the County is not providing Staffing to libraries and the School is not providing Staffing to the School.

Notwithstanding the foregoing, in the event the School District desires to Open any portion of the Library/Theatre or Library Parking Area before the School is Open, the County shall have no obligation to accept Maintenance or Staffing of the Library/Theatre or Library Parking Area until the School is also Open, but shall remain obligated to reimburse the School District for the Vertical Construction costs. In such event, the School District shall have the obligation to provide Maintenance and Staffing of the Open portion of the Library/Theatre until the School is Open, and any Maintenance and Staffing costs during this time period shall not be included in the periodic review and reconciliation pursuant to paragraph K. In addition, the School District shall not have any obligation during this time period to place any revenue from the Library/Theatre in the Joint Escrow Account.

In the event the County and School District desire to utilize any portion of the Library/Theatre or Library Parking Area at the same time, and the County determines that there is insufficient space to accommodate both uses simultaneously, or the County determines that simultaneous use would otherwise create conflicts, the following conflicting use rules shall apply: (1) The School District shall have priority use of the Library Youth Section weekdays from 8:30 a.m. to 4:00 p.m. (excluding School spring, summer and winter breaks and holidays), and the School District and County shall have the right, if requested by a School employee supervising students in the Library Youth Section or a Library employee, to have the interior or exterior doorways to the Library Youth Section closed or locked to the General Public (but not Library employees) during this time period; (2) the County shall have priority use of the Library Youth Section when the School District does not have priority use pursuant to (1), and for the remainder of the Library at all times; (3) The School District shall have priority use of the Theatre for any event or use where the School District has provided at least two (2) weeks prior written notice to the County; and (4) the County shall have priority use of the Theatre on any day or time not referenced in (3). Other than the priority use rights set forth above, the rights of the School District and Authorized School Personnel to use the Library/Theatre shall be equivalent to the rights of the General Public to use the Library/Theatre. The School District shall have priority use of the Library Parking Area for any Theatre event or use where the School District has provided at least two (2) weeks prior written notice to the County, and the County shall have priority use of the Library Parking Area during all other days and times that the Library or Park is Open. In the event the County or School District schedules an event at the Theatre on a day or time when the Library is Open, the County and School District agree to direct the Theatre attendees to (a) the Shared Parking Area, (b) the Park Parking Areas, and (c) the School Parking Areas, in that order of priority. The County may place signs within or outside the Library/Theatre or Library Parking Area that alert the General Public and Authorized School Personnel to these priority of use rights; however, such signs shall require Joint Approval.

Authorized School Personnel and the School District shall not be charged any User Fee for use of the Library/Theatre or Library Parking Area, and the General Public and County shall not be charged any User Fee for use of the Theatre lighting and sound systems. However, the County reserves the right to

charge Authorized School Personnel for lost, stolen or damaged Library Media, or for physical damage to any portion of the Library/Theatre, and the School District reserves the right to charge the General Public for any physical damage to the lighting or sound systems in the Theatre. The County further reserves the right to limit the number of Library Media that can be checked out by Authorized School Personnel at one time, and to impose reasonable time limits for Authorized School Personnel to return Library Media. In addition, the County may refuse to allow specific Authorized School Personnel to check out or use Library Media if such Authorized School Personnel have outstanding Library Media checked out that has not been timely returned. The County also reserves the right to charge Library Media late fees or fines to any Authorized School Personnel that use their personal library cards to check out Library Media.

Both the County and School District may sell tickets to specific County sponsored or School District sponsored events at the Theatre, which shall not be considered a prohibited User Fee. In the event such tickets are sold, the County and School District agree to impose a ticket surcharge for Maintenance of the Shared Use Facilities, the proceeds of which shall be placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K. The amount of this surcharge shall require Joint Approval. In addition, in the event the Theatre is not being used by the County or School District, the County or School District shall have the right to rent out the Theatre for events sponsored by private entities, or to private instructors or coaches, if the rental agreement and private event, instructor or coach receives Joint Approval. The County or School District shall also have the right to rent out the Library, Theatre, or the Library Parking Area, to a private food or beverage vendor, if the location, vendor and rental agreement receives Joint Approval. Beverage sales at the Library/Theatre may include alcohol sales, provided such sales do not occur weekdays from 7:00 a.m. to 4:30 p.m., and provided that all sale and consumption of such alcohol occurs within the Library/Theatre. Any collected rent shall not be considered a prohibited User Fee. The County or School District may deduct and retain their Staffing and Maintenance costs for the private event or vendor from the rent collected (which shall not be considered Staffing or Maintenance costs reported under paragraph K), and any remaining rent collected after the Staffing and Maintenance costs have been deducted shall be placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K. Notwithstanding the foregoing, the County and School District agree that the Library/Theatre will not be used as a polling or voting location for the Supervisor of Elections.

After the Library/Theatre has been turned over to the County for Maintenance, the County shall be primarily responsible for updating and replacing the Library Media in the Library Youth Section in a manner that is generally consistent with the County's maintenance of Library Media in the youth sections of other Pasco County libraries. As part of such Maintenance, the County shall have exclusive authority to screen or filter the appropriateness of Library Media in the Library Youth Section, unless the School District specifically objects to the appropriateness of particular Library Media in the Library Youth Section. Any dispute regarding the appropriateness of Library Media in the Library Youth Section shall be resolved in accordance with paragraph L. The School District shall not have any right to object to the appropriateness of any Library Media that is not in the Library Youth Section. The School District further recognizes that the County may provide unrestricted and unfiltered WI-FI service within and near the Library/Theatre, unless some level of restricted or filtered WI-FI service receives Joint Approval. In the event that the School District desires to place or replace Library Media in the Library Youth Section, and

such placement or replacement requires a higher level of expenditure than the County would normally expend for such Library Media in other County libraries, then the School District agrees to provide such Library Media to the Library Youth Section, either through a donation or inter-library loan to the County. The County agrees that it will not loan to other Pasco County libraries any Library Media in the Library Youth Section that have been purchased by, donated from, or loaned from, the School District, but does agree to make such Library Media available to other School District libraries or media centers, if specifically requested by the School District.

The County and School District may adopt additional rules and procedures governing use of the Library/Theatre, the Library Parking Area and Library Media. The adoption of such rules and procedures shall not require an amendment of this Agreement, but shall require Joint Approval.

The School District agrees to Indemnify the County for the Vertical Construction of the Library/Theatre and Library Parking Area, and for Maintenance of the Library/Theatre and Library Parking Area until the County has accepted Maintenance. The County agrees to Indemnify the School District for the Horizontal Construction for the Library/Theatre and Library Parking Area, and for Maintenance of the Library/Theatre and Library Parking Area after the County has accepted Maintenance (except for the Theatre lighting and sound systems). The School District agrees to Indemnify the County for any Staffing of the Library/Theatre required to be provided by the School District, or voluntarily provided by the School District, and for Maintenance of the Theatre lighting and sound systems. The County agrees to Indemnify the School District for any Staffing of the Library/Theatre required to be provided by the County, or voluntarily provided by the County. Each party reserves the right to select its own legal counsel in any proceeding, and all costs and fees associated therewith shall be the responsibility of the party required to Indemnify.

As part of its Maintenance of the Library/Theatre, the County agrees to acquire and maintain commercial property/fire insurance for the Library/Theatre in an amount that is not less than the appraised value of the Library/Theatre, unless the School District consents in writing to a lower value. The commercial property/fire insurance shall contain policy limits and coverages that are not less than the policy limits and coverages for other County buildings, unless the School District otherwise consents in writing. The County and School District shall not be required to obtain any casualty or liability insurance for their respective Library/Theatre and Library Parking Area obligations, and may rely solely on self-insurance. If either party obtains casualty or liability insurance for the Library/Theatre or Library Parking Area that is independent of its casualty or liability insurance for non-Shared Use Facility buildings or facilities, the party obtaining such insurance agrees to name the other party as an additional insured on the casualty or liability insurance policy, and the party obtaining such insurance may include the cost of such insurance in its Maintenance costs reported pursuant to paragraph K. This paragraph shall not be construed as preventing the County or School District from imposing insurance requirements on private third parties using the Library/Theatre or Library Parking Area.

C. Gymnasium

It is the general intent of the parties that the School District will own the Gymnasium, and make it available for use by Authorized School Personnel and the General Public, subject to the terms herein. It is also the general intent of the parties that the Land Acquisition and Horizontal Construction for the Gymnasium will occur in connection with the Land Acquisition and Horizontal Construction of Phase 1 of the Park, and that Vertical Construction of the Gymnasium will occur no later than the Vertical Construction of the School.

The School District shall be responsible for the payment of all costs of Land Acquisition for the Gymnasium, which shall be reimbursed to the Master Developer through school impact fee credits in accordance with Section 5 of this Agreement. The School District shall also be responsible for the payment of all costs of Horizontal Construction for the Gymnasium. For any Horizontal Construction performed by the Master Developer, the School District shall reimburse the Master Developer for such costs in accordance with Section 12 of this Agreement. The School District shall be responsible for all costs of Vertical Construction for the Gymnasium from any legally available School District funding source that can be pledged for more than a year without the requirement of a referendum, and agrees to budget for this expenditure no later than the year that it budgets for Vertical Construction of the School.

Design of the Gymnasium shall require Joint Approval. The Gymnasium shall have a separate exterior entrance, separate locker rooms for the General Public, and a separate storage room for the County. If the County requests any other design changes that would cause the School District's Vertical Construction costs to increase beyond the amount that the School District would customarily spend for Gymnasiums at other school sites, the School District shall have no obligation to make such design changes unless the County commits to fund the Vertical Construction cost increase.

The School District shall obtain County approval of the site plan for the Gymnasium in connection with the site plan approval for the School. The School District and County agree that the Gymnasium will be considered part of the "educational plant" for the School for purposes of Chapter 1013, Florida Statutes; accordingly, the Gymnasium shall be constructed in accordance with SREF. To help reduce Maintenance costs for the Gymnasium, the Gymnasium shall be designed to meet current green/sustainable building standards and to obtain a LEED Silver certification, or the equivalent certification in Green Globes (GGNC).

Fee simple ownership of the land underlying the Gymnasium site shall remain with the School District, after the School District has been deeded the site from the Master Developer pursuant to Section 15 of this Agreement. At the same time as the conveyances to the County for the Outdoor Shared Use Facilities, the School District agrees to convey to the County an easement, license or lease, at the County's option, to allow the General Public to access and utilize the Gymnasium consistent with the terms of this Agreement.

After completion of the Vertical Construction of the Gymnasium, the School District shall be responsible for Maintenance of the Gymnasium in a manner that is generally consistent with the School District's maintenance of other gymnasiums in Pasco County. Staffing of the Gymnasium shall be the responsibility of the School District for Authorized School Personnel and School District sponsored events. Staffing of the Gymnasium shall be the responsibility of the County for the General Public and County sponsored events. Unless the County agrees otherwise in writing, the School District agrees, at a minimum, to keep the Gymnasium Open every day from 9:00 a.m. to 9:00 p.m., excluding any days when the County is not providing Staffing to County parks. Unless specifically authorized in writing by the School District, the County and General Public shall not be permitted to use the Gymnasium weekdays from 7:00 a.m. to 4:30 p.m. when the School is Open. The County and General Public shall have right to Staff and use the Gymnasium whenever it is Open on weekends. The County and General Public shall also have the right to Staff and use the Gymnasium on any evening after 4:30 p.m., or any spring, summer or winter break, when the Gymnasium is not being used by Authorized School Personnel. The School District agrees to provide the County with a calendar, at least once a month, showing the evening or break dates and times that the Gymnasium is expected to be used by Authorized School Personnel. Both the County and School District shall have keys or security cards to the exterior Gymnasium doors, and both parties agree to lock the exterior Gymnasium doors at such time that they are no longer providing Staffing for the Gymnasium. A timer or digital control system shall be installed for the Gymnasium lighting and air conditioning/heating equipment that allows the County or School District to automatically turn off such equipment when the County and School District are not providing Staffing to the Gymnasium. The General Public shall have the right to use permanent fixtures in the Gymnasium, such as basketball goals, bleachers, and the General Public locker rooms. The General Public shall not have any right to use the School District's removable equipment in the Gymnasium, such as basketballs, volleyballs, and volleyball nets, unless the School District chooses to rent out or loan such equipment to the General Public. The General Public shall also not have any right to use any restrooms or locker rooms reserved for Authorized School Personnel.

The School District's Maintenance of the Gymnasium shall include a continuing duty to maintain the Gymnasium in a safe condition and to ensure that any unsafe condition or defect in or upon the Gymnasium is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its Maintenance, the School District becomes aware of any dangerous or unsafe condition in or upon the Gymnasium, the School District shall immediately correct the dangerous condition or prevent the use of the Gymnasium so as not to endanger the life or safety of persons. If in the course of the County's use of the Gymnasium, the County becomes aware of any dangerous condition in or upon the Gymnasium, the County shall immediately notify the School District of such dangerous or unsafe condition and cease the County's use of the portion of the Gymnasium which is unsafe, until such time as the School District corrects or remedies the condition. The School District shall have the final determination as to what is deemed an "unsafe" or "dangerous" condition or defect at the Gymnasium. This paragraph shall not create any rights for any third party to sue the County or School District, and there shall be no third party beneficiary.

As part of its Maintenance of the Gymnasium, the School District reserves the right, at any time, to observe all operations of the County and General Public and to ensure that Gymnasium and

permanent fixtures in the Gymnasium are not subjected to risk of loss. The School District reserves the right to preclude or interrupt any act or use of the Gymnasium by the County or General Public, if, within the reasonable judgment of the School District, it is necessary to protect public safety or to protect persons or property from exposure to risk of injury, death, damage, or loss. The School District shall have the right to inspect any and all parts of the Gymnasium and make or cause to be made necessary repairs thereto, and to enforce the provisions of this Agreement related to the Gymnasium, and other rules for the management and operation of the Gymnasium that have received Joint Approval. The foregoing rights shall exist even when the County and General Public have the right to use the Gymnasium.

The County and School District agree not to bring into the Gymnasium any material, substances, equipment, or objects that are likely to endanger life or to cause bodily injury to any person or to the Gymnasium, or which are likely to constitute a hazard to permanent fixtures therein. The School District shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought into the Gymnasium and the right to require their immediate removal from the property. The County and School District agree not to allow live animals into the Gymnasium, except for certified service animals, and other live animals that have received Joint Approval.

The County agrees that it shall not make any permanent improvements upon or within the Gymnasium without the prior written consent of the School District. Any permanent improvement(s) constructed by the County without such prior written consent may be removed or relocated by the School District within ten (10) days of providing a written demand to the County to remove such improvement(s), and any costs of such removal or relocation may be added to the School District's Maintenance costs for the Shared Use Facilities. The County is authorized to place, or to allow the General Public to use, removable equipment in the Gymnasium without the prior written consent of the School District. If the County or General Public fails to remove such equipment upon termination of its use of the Gymnasium, the School District may remove and store said items, and add any costs of relocating and storing the items to its Maintenance costs for the Shared Use Facilities, unless the School District consents in writing to the items remaining in the Gymnasium.

In the event the County and School District desire to utilize any portion of the Gymnasium at the same time that the General Public is also authorized to use the Gymnasium, and the School District determines that there is insufficient space to accommodate both uses simultaneously, or the School District determines that simultaneous use would otherwise create conflicts, the School District shall have priority use of the Gymnasium. The School District may place signs within or outside the Gymnasium that alert the General Public and Authorized School Personnel to priority of use rights and General Public prohibitions; however, such signs shall require Joint Approval. In the event the County or School District schedules a special event at the Gymnasium on a day or time when the Library is Open, the County and School District agree to direct the event attendees to (a) the Shared Parking Area, (b) the Park Parking Areas, and (c) the School Parking Areas, in that order of priority.

The School District shall not charge the County or General Public any User Fee for use of the Gymnasium or permanent fixtures in the Gymnasium. However, the School District reserves the right to charge individual users of the Gymnasium for physical damage to any portion of Gymnasium, or any lost, damaged or stolen fixtures in the Gymnasium. Notwithstanding the foregoing, both the County and School District reserve the right to rent out or loan removable equipment for the Gymnasium to the General Public, and any proceeds from such rentals or loans shall not be required to be placed in the Joint Escrow Account.

Both the County and School District may sell tickets to specific County sponsored or School District sponsored events at the Gymnasium, which shall not be considered a prohibited User Fee. In the event such tickets are sold, the County and School District agree to impose a ticket surcharge for Maintenance of the Shared Use Facilities, the proceeds of which shall be placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K. The amount of this surcharge shall require Joint Approval. In addition, the County shall have the right, but not the obligation, to charge organized leagues with paid membership a league facility fee for use of the Gymnasium, which shall not be considered a prohibited User Fee. In the event the County chooses to charge such a league facility fee, the proceeds of the league facility fee shall be placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K. The School District agrees to direct any requests for league use of the Gymnasium to the County, and the County agrees that such use shall be restricted to the same days and times that the Gymnasium can be used by the County and General Public. In the event the Gymnasium is not being used by the County or School District, the County or School District shall have the right to rent out the Gymnasium for events sponsored by private entities, or to private instructors or coaches, if the rental agreement and private event, instructor or coach receives Joint Approval. The County or School District shall also have the right to rent out portions of the interior or exterior of the Gymnasium to a private food or beverage vendor, if the location, vendor and rental agreement receives Joint Approval. Any collected rent shall not be considered a prohibited User Fee. The County or School District may deduct and retain their Staffing and Maintenance costs for the private event or vendor from the rent collected (which shall not be considered Staffing or Maintenance costs reported under paragraph K), and any remaining rent collected after the Staffing and Maintenance costs have been deducted shall be placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K.

The County and School District may adopt additional rules and procedures governing use of the Gymnasium. The adoption of such rules and procedures shall not require an amendment of this Agreement, but shall require Joint Approval.

The School District agrees to Indemnify the County for any use of the Gymnasium by Authorized School Personnel. The County agrees to Indemnify the School District for any use of the Gymnasium by the General Public. Each party reserves the right to select its own legal counsel in any proceeding, and all costs and fees associated therewith shall be the responsibility of the party required to Indemnify.

The County and School District shall not be required to obtain any property, casualty or liability insurance for their respective Gymnasium obligations, and may rely solely on self-insurance. However, if either party obtains property, casualty or liability insurance for the Gymnasium that is independent of its property, casualty or liability insurance for non-Shared Use Facility buildings or facilities, the party obtaining such insurance agrees to name the other party as an additional insured on the property, casualty or liability insurance policy, and the party obtaining such insurance may include the cost of such insurance in its Maintenance costs reported pursuant to paragraph K. This paragraph shall not be construed as preventing the County or School District from imposing insurance requirements on private third parties using the Gymnasium.

D. Outdoor Shared Use Facilities

It is the general intent of the parties that the Outdoor Shared Use Facilities will be owned by the County and Maintained by the School District, who will both make such facilities available for use by Authorized School Personnel and the General Public, subject to the terms herein. It is also the general intent of the parties that the Land Acquisition and Horizontal Construction for the Outdoor Shared Use Facilities will occur in connection with the Land Acquisition and Horizontal Construction of Phase 1 of the Park, and that Vertical Construction of the Outdoor Shared Use Facilities will occur no later than the Vertical Construction of the School.

The County and School District shall be jointly responsible for the Land Acquisition for the Outdoor Shared Use Facilities through the provision of impact fee credits in accordance with Section 4 of this Agreement. The School District shall be responsible for the payment of all costs of Horizontal Construction for the Outdoor Shared Use Facilities. For any Horizontal Construction performed by the Master Developer, the School District shall reimburse the Master Developer for such costs in accordance with Section 12 of this Agreement. The School District shall be responsible for all costs of Vertical Construction for the Outdoor Shared Use Facilities from any legally available School District funding source that can be pledged for more than a year without the requirement for a referendum, and agrees to budget for this expenditure no later than the year that it budgets for Vertical Construction of the School.

Design of the Outdoor Shared Use Facilities shall require Joint Approval, and shall be consistent with the preliminary design plan attached as Exhibit A-5 hereto. The design of the Outdoor Shared Use Facilities shall include a chain link fence (or other fencing material that receives Joint Approval) around the Playground and Play Field, and may include chain link fencing (or other fencing material that receives Joint Approval) around any other individual Shared Use Facility, or all of the Shared Use Facilities; however, any chain link fencing (or other fencing material that receives Joint Approval) shall include gates that can be unlocked by the County or School District when the General Public has access to the Shared Use Facilities. The design of the Outdoor Shared Use Facilities shall incorporate the Multi-Use Path, and if any of the Outdoor Shared Use Facilities do not abut the Multi-Use Path, such facilities shall be designed to include a sidewalk or multi-use trail that connects to the Multi-Use Path. The design of the Outdoor Shared Use Facilities shall also include restrooms and a concession stand that can be used by the General Public. If the County requests any other design changes that would cause the

School District's Vertical Construction costs to increase beyond the amount that the School District would customarily spend for such facilities at other school sites, the School District shall have no obligation to make such design changes unless the County commits to fund the Vertical Construction cost increase.

Once final design of the Outdoor Shared Use Facilities has received Joint Approval, and approval from the Master Developer in accordance with Section 8 of this Agreement, the School District shall proceed to obtain site plan approval for the Outdoor Shared Use Facilities from the County in connection with the site plan approval for the School, and obtain all state and federal permits and approvals required for the Vertical Construction of the Outdoor Shared Use Facilities. The School District and County agree that the Outdoor Shared Use Facilities will be considered part of the "educational plant" or "ancillary plant" for the School for purposes of Chapter 1013, Florida Statutes; accordingly, the Outdoor Shared Use Facilities shall be constructed in accordance with SREF. The School District shall cause the Outdoor Shared Use Facilities to be constructed in accordance with the approved site plans, design plans, and permits. Any material deviation from the approved site plans and design plans shall require Joint Approval. The School District shall complete Vertical Construction of the Outdoor Shared Use Facilities no later than the completion of Vertical Construction of the School.

Fee simple ownership of the land underlying the Outdoor Shared Use Facilities shall remain with the School District until Vertical Construction of the Outdoor Shared Use Facilities is complete and the School is Open. Prior to the Opening of the School, the School District agrees to convey to the County (a) fee simple ownership of the land underlying the Outdoor Shared Use Facilities, and (b) a bill of sale for the improvements on the Outdoor Shared Use Facility site. Simultaneously with such conveyances, the County agrees to convey to the School District an easement, license, or lease, at the School District's option, to (a) allow Authorized School Personnel to access and utilize the Outdoor Shared Use Facilities, and (b) allow the School District to Maintain and Staff the Outdoor Shared Use Facilities, consistent with the terms of this Agreement.

After completion of the Vertical Construction of the Outdoor Shared Use Facilities, the School District shall be responsible for Maintenance of the Outdoor Shared Use Facilities in a manner that is generally consistent with the School District's maintenance of other outdoor recreational facilities. Staffing of the Outdoor Shared Use Facilities shall be the responsibility of the School District for Authorized School Personnel and School District sponsored events. Staffing of the Outdoor Shared Use Facilities shall be the responsibility of the County for the General Public and County sponsored events. Unless the County agrees otherwise in writing, the School District agrees, at a minimum, to keep the Outdoor Shared Use Facilities Open every day from daybreak to 10:00 p.m., excluding any days when the County is not providing Staffing to County parks. Notwithstanding the foregoing, the Playground and Play Field shall not be lighted after sundown, and shall not be Open to the General Public unless the County chooses to unlock the gate(s) to the Playground and Play Field. Except for the Tennis Courts, the County and General Public shall not be permitted to use the Outdoor Shared Use Facilities weekdays from 7:00 a.m. to 4:30 p.m. when the School is Open, unless otherwise agreed to in writing by the School District. The General Public shall be permitted to use the Tennis Courts at any time that the County permits General Public access to the Tennis Courts. The County and General Public shall have

the right to Staff and use the other Outdoor Shared Use Facilities whenever such facilities are Open on weekends. The County and General Public shall also have the right to Staff and use the other Outdoor Shared Use Facilities on any evening after 4:30 p.m., or any summer, spring or winter break, when the Outdoor Shared Use Facilities are not being used by Authorized School Personnel. The School District agrees to provide the County with a calendar, at least once a month, showing the evening or break dates and times that the Outdoor Shared Use Facilities are expected to be used by Authorized School Personnel. Both the County and School District shall have keys or security cards to any locked gates for the Outdoor Shared Use Facilities, and both parties agree to lock such gates during times that the School District and County are not providing Staffing for the Outdoor Shared Use Facilities, unless the County and School District mutually agree that the gate(s) for a particular Outdoor Shared Use Facility do not need to be locked. A timer or digital control system shall be installed for the Outdoor Shared Use Facilities lighting that allows the County or School District to automatically turn off such lighting when the Outdoor Shared Use Facilities are not Open. The General Public shall have the right to use permanent fixtures within the Outdoor Shared Use Facilities, such as the General Public restrooms, playground equipment, benches, picnic tables, bleachers, tennis nets, backstops, dugouts, basketball goals, field goals, and soccer goals. The General Public shall not have any right to use the School District's removable equipment on the Outdoor Shared Use Facilities, such as basketballs, tennis rackets, tennis balls, baseballs, softballs, baseball/softball bats, bases, soccer balls, footballs, cones, starting blocks, and hurdles, unless the School District chooses to rent out or loan such equipment to the General Public.

The School District's Maintenance of the Outdoor Shared Use Facilities shall include a continuing duty to maintain the Outdoor Shared Use Facilities in a safe condition and to ensure that any unsafe condition or defect in or upon the Outdoor Shared Use Facilities is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its Maintenance, the School District becomes aware of any dangerous or unsafe condition in or upon an Outdoor Shared Use Facility, the School District shall immediately correct the dangerous condition or prevent the use of the Outdoor Shared Use Facility so as not to endanger the life or safety of persons. If in the course of the County's use of an Outdoor Shared Use Facility, the County becomes aware of any dangerous condition in or upon the Outdoor Shared Use Facility, the County shall immediately notify the School District of such dangerous or unsafe condition and cease the County's use of the portion of the Outdoor Shared Use Facility which is unsafe, until such time as the School District corrects or remedies the condition. The School District shall have the final determination as to what is deemed an "unsafe" or "dangerous" condition or defect at the Outdoor Shared Use Facilities. This paragraph shall not create any rights for any third party to sue the County or School District, and there shall be no third party beneficiary.

As part of its Maintenance of the Outdoor Shared Use Facilities, the School District reserves the right, at any time, to observe all operations of the County and General Public and to ensure that the Outdoor Shared Use Facilities and permanent fixtures in the Outdoor Shared Use Facilities are not subjected to risk of loss. The School District reserves the right to preclude or interrupt any act or use of the Outdoor Shared Use Facilities by the County or General Public, if, within the reasonable judgment of the School District, it is necessary to protect public safety or to protect persons or property from exposure to risk of injury, death, damage, or loss. The School District shall have the right to inspect any and all parts of the Outdoor Shared Use Facilities and make or cause to be made necessary repairs

thereto, and to enforce the provisions of this Agreement related to the Outdoor Shared Use Facilities, and other rules for the management and operation of the Outdoor Shared Use Facilities that have received Joint Approval. The foregoing rights shall exist even when the County and General Public have the right to use the Outdoor Shared Use Facilities.

The County and School District agree not to bring into the Outdoor Shared Use Facilities any material, substances, equipment, or objects that are likely to endanger life or to cause bodily injury to any person or to the Outdoor Shared Use Facilities, or which are likely to constitute a hazard to permanent fixtures therein. The School District shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought into the Outdoor Shared Use Facilities and the right to require their immediate removal from the property. The County and School District agree not to allow live domesticated animals into the Outdoor Shared Use Facilities, except for certified service animals, and other live domesticated animals that have received Joint Approval.

The County agrees that it shall not make any permanent improvements upon or within the Outdoor Shared Use Facilities without the prior written consent of the School District. Any permanent improvement(s) constructed by the County without such prior written consent may be removed or relocated by the School District within ten (10) days of providing a written demand to the County to remove such improvement(s), and any costs of such removal or relocation may be added to the School District's Maintenance costs for the Shared Use Facilities. The County is authorized to place, or to allow the General Public to use, removable equipment in or on the Outdoor Shared Use Facilities without the prior written consent of the School District. If the County or General Public fails to remove such equipment upon termination of its use of the Outdoor Shared Use Facilities, the School District may remove and store said items, and add any costs of relocating and storing the items to its Maintenance costs for the Shared Use Facilities, unless the School District consents in writing to the items remaining in or on the Outdoor Shared Use Facilities.

In the event the County and School District desire to utilize any portion of the Outdoor Shared Use Facilities at the same time that the General Public is also authorized to use the Outdoor Shared Use Facilities, and the School District determines that there is insufficient space to accommodate both uses simultaneously, or the School District determines that simultaneous use would otherwise create conflicts, the School District shall have priority use of the Outdoor Shared Use Facilities. Notwithstanding the foregoing, the County shall have priority use of the Tennis Courts at all times, unless the School District provides at least two (2) weeks prior written notice of its intent to use the Tennis Courts. In such event, the County agrees to accommodate the request and close off General Public access for the requested number of Tennis Courts during the time period requested by the School District. The School District or County may place signs within or outside the Outdoor Shared Use Facilities that alert the General Public and Authorized School Personnel to priority of use rights and General Public prohibitions; however, such signs shall require Joint Approval. In the event the County or School District schedules a special event at the Outdoor Shared Use Facilities on a day or time when the Library is Open, the County and School District agree to direct the event attendees to (a) the Shared Parking Area, (b) the Park Parking Areas, and (c) the School Parking Areas, in that order of priority.

The School District and County shall not charge the General Public or Authorized School Personnel any User Fee for use of the Outdoor Shared Use Facilities or permanent fixtures within the Outdoor Shared Use Facilities. However, the School District reserves the right to charge individual users of the Outdoor Shared Use Facilities for physical damage to any portion of Outdoor Shared Use Facilities (other than normal wear and tear), or any lost, damaged or stolen permanent equipment or landscaping within the Outdoor Shared Use Facilities. Notwithstanding the foregoing, both the County and School District reserve the right to rent out or loan removable equipment for the Outdoor Shared Use Facilities to the General Public, and any proceeds from such rentals or loans shall not be required to be placed in the Joint Escrow Account.

Both the County and School District may sell tickets to specific County sponsored or School District sponsored events at the Outdoor Shared Use Facilities, which shall not be considered a prohibited User Fee. In the event such tickets are sold, the County and School District agree to impose a ticket surcharge for Maintenance of the Shared Use Facilities, the proceeds of which shall be placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K. The amount of the ticket surcharge shall require Joint Approval. In addition, the County shall have the right, but not the obligation, to charge organized leagues with paid membership a league facility fee for Maintenance of the Outdoor Shared Use Facilities, which shall not be considered a prohibited User Fee. In the event the County chooses to charge such a league facility fee for the Outdoor Shared Use Facilities, the proceeds of the league facility fee shall be placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K. If the County charges a combined league facility fee for Maintenance of the Outdoor Shared Use Facilities and the Park, then one-third (1/3) of such fee shall be placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K. The School District agrees to direct any requests for league use of the Outdoor Shared Use Facilities to the County, and the County agrees that such use shall be restricted to the same days and times that that the Outdoor Shared Use Facilities can be used by the County and General Public. In the event any portion of the Outdoor Shared Use Facilities are not being used by the County or School District, the County or School District shall have the right to rent out such Outdoor Shared Use Facilities for events sponsored by private entities, or to private instructors or coaches, if the rental agreement and private event, instructor or coach receives Joint Approval. The County or School District shall also have the right to rent out portions of the Outdoor Shared Use Facilities to a private food or beverage vendor, if the location, vendor and rental agreement receives Joint Approval. Any collected rent shall not be considered a prohibited User Fee. The County or School District may deduct and retain their Staffing and Maintenance costs for the private event or vendor from the rent collected (which shall not be considered Staffing or Maintenance costs reported under paragraph K), and any remaining rent collected after the Staffing and Maintenance costs have been deducted shall be placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K.

The County and School District may adopt additional rules and procedures governing use of the Outdoor Shared Use Facilities. The adoption of such rules and procedures shall not require an amendment of this Agreement, but shall require Joint Approval.

The School District agrees to Indemnify the County for the Vertical Construction and Maintenance of the Outdoor Shared Use Facilities, and for any use of the Outdoor Shared Use Facilities by Authorized School Personnel. The County agrees to Indemnify the School District for any use of the Outdoor Shared Use Facilities by the General Public. Each party reserves the right to select its own legal counsel in any proceeding, and all costs and fees associated therewith shall be the responsibility of the party required to Indemnify.

The County and School District shall not be required to obtain any property, casualty or liability insurance for their respective Outdoor Shared Use Facility obligations, and may rely solely on self-insurance. However, if either party obtains property, casualty or liability insurance for the Outdoor Shared Use Facilities that is independent of its property, casualty or liability insurance for non-Shared Use Facility buildings or facilities, the party obtaining such insurance agrees to name the other party as an additional insured on the property, casualty or liability insurance policy, and the party obtaining such insurance may include the cost of such insurance in its Maintenance costs reported pursuant to paragraph K. This paragraph shall not be construed as preventing the County or School District from imposing insurance requirements on private third parties using the Outdoor Shared Use Facilities.

E. Shared Parking Area

It is the general intent of the parties that the County will own the Shared Parking Area, and make such facilities available for use by Authorized School Personnel and the General Public, subject to the terms herein. It is also the general intent of the parties that the Land Acquisition and Horizontal Construction for the Shared Parking Area will occur in connection with the Land Acquisition and Horizontal Construction of Phase 1 of the Park, and that Vertical Construction of the Shared Parking Area will occur no later than the Vertical Construction of the School.

The County and School District shall be jointly responsible for the Land Acquisition for the Shared Parking Area through the provision of impact fee credits in accordance with Sections 4 and 5 of this Agreement. The School District shall be responsible for the payment of all costs of Horizontal Construction for the Shared Parking Area. For any Horizontal Construction performed by the Master Developer, the School District shall reimburse the Master Developer for such costs in accordance with Section 12 of this Agreement. The School District shall be responsible for all costs of Vertical Construction for the Shared Parking Area from any legally available School District funding source that can be pledged for more than a year without the requirement of a referendum, and agrees to budget for this expenditure no later than the year that it budgets for Vertical Construction of the School.

Design and construction of the Shared Parking Area shall proceed in accordance with the design and construction requirements of the Outdoor Shared Use Facilities. The Shared Parking Area shall include a minimum of 285 parking spaces, unless a lower number of parking spaces receives Joint Approval.

Fee simple ownership of the land underlying the Shared Parking Area shall remain with the School District until Vertical Construction of the Shared Parking Area is complete and the School is Open. Prior to the Opening of the School, the School District agrees to convey to the County (a) fee simple ownership of the land underlying the Shared Parking Area, and (b) a bill of sale for the improvements on the Shared Parking Area site. Simultaneously with such conveyances, the County agrees to convey to the School District an easement, license, or lease, at the School District's option, to (a) allow visitors to the School and Authorized School Personnel to access and utilize the Shared Parking Area, and (b) allow the School District to Maintain and Staff the Shared Parking Area, consistent with the terms and conditions of this Agreement.

After completion of the Vertical Construction of the Shared Parking Area, the School District shall be responsible for Maintenance of the Shared Parking Area in a manner that is generally consistent with the School District's maintenance of other School District parking areas. Staffing of the Shared Parking Area shall be the responsibility of the School District weekdays from 7:00 a.m. to 4:30 p.m. when the School is Open, and for School District sponsored events. Staffing of the Shared Parking Area shall be the responsibility of the County for all other days and times that the Shared Parking Area is Open. Unless the County and School District agree otherwise in writing, the Shared Parking Area shall be kept Open, at a minimum, every day from daybreak to 10:00 p.m., excluding any days when the County is not providing Staffing to County parks. Both the County and School District shall have keys or security cards to any locked gates for the Shared Parking Area, and both parties agree to lock such gates during times that the School District and County are not providing Staffing for the Shared Parking Area.

The School District's Maintenance of the Shared Parking Area shall include a continuing duty to maintain the Shared Parking Area in a safe condition and to ensure that any unsafe condition or defect in or upon the Shared Parking Area is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its Maintenance, the School District becomes aware of any dangerous or unsafe condition in or upon the Shared Parking Area, the School District shall immediately correct the dangerous condition or prevent the use of the Shared Parking Area so as not to endanger the life or safety of persons. If in the course of the County's use of the Shared Parking Area, the County becomes aware of any dangerous condition in or upon the Shared Parking Area, the County shall immediately notify the School District of such dangerous or unsafe condition and cease the County's use of the portion of the Shared Parking Area which is unsafe, until such time as the School District corrects or remedies the condition. The School District shall have the final determination as to what is deemed an "unsafe" or "dangerous" condition or defect at the Shared Parking Area. This paragraph shall not create any rights for any third party to sue the County or School District, and there shall be no third party beneficiary.

As part of its Maintenance of the Shared Parking Area, the School District reserves the right, at any time, to observe all operations of the County and General Public and to ensure that the Shared Parking Area is not subjected to risk of loss. The School District reserves the right to preclude or interrupt any act or use of the Shared Parking Area by the County or General Public, if, within the reasonable judgment of the School District, it is necessary to protect public safety or to protect persons or property

from exposure to risk of injury, death, damage, or loss. The School District shall have the right to inspect any and all parts of the Shared Parking Area and make or cause to be made necessary repairs thereto, and to enforce the provisions of this Agreement related to the Shared Parking Area, and other rules for the management and operation of the Shared Parking Area that have received Joint Approval. The foregoing rights shall exist even when the County and General Public have the right to use the Shared Parking Area.

The County and School District agree not to bring into the Shared Parking Area any material, substances, equipment, or objects that are likely to endanger life or to cause bodily injury to any person or to the Shared Parking Area. The School District shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought into the Shared Parking Area and the right to require their immediate removal from the property.

The County agrees that it shall not make any permanent improvements upon or within the Shared Parking Area without the prior written consent of the School District. Any permanent improvement(s) constructed by the County without such prior written consent may be removed or relocated by the School District within ten (10) days of providing a written demand to the County to remove such improvement(s), and any costs of such removal or relocation may be added to the School District's Maintenance costs for the Shared Use Facilities.

In the event the County and School District desire to utilize any portion of the Shared Parking Area at the same time, and the School District determines that there is insufficient space to accommodate both uses simultaneously, or the School District determines that simultaneous use would otherwise create conflicts, the School District shall have priority use of the Shared Parking Area. The School District may place signs within or outside the Shared Parking Area that alert the General Public and Authorized School Personnel to these priority of use rights; however, such signs shall require Joint Approval.

The School District and County shall not charge the General Public or Authorized School Personnel any User Fee for use of the Shared Parking Area. However, the School District reserves the right to charge individual users of the Outdoor Shared Use Facilities for physical damage to any portion of the Shared Parking Area (other than normal wear and tear), or any lost, damaged or stolen fixtures or landscaping within the Shared Parking Area.

The County and School District may adopt additional rules and procedures governing use of the Shared Parking Area. The adoption of such rules and procedures shall not require an amendment of this Agreement, but shall require Joint Approval.

The School District agrees to Indemnify the County for the Vertical Construction and Maintenance of the Shared Parking Area, and for any use of the Shared Parking Area by Authorized School Personnel. The County agrees to Indemnify the School District for any use of the Shared Parking Area by the General Public. Each party reserves the right to select its own legal counsel in any proceeding, and all costs and fees associated therewith shall be the responsibility of the party required to Indemnify.

The County and School District shall not be required to obtain any property, casualty or liability insurance for their respective Shared Parking Area obligations, and may rely solely on self-insurance. However, if either party obtains property, casualty or liability insurance for the Shared Parking Area that is independent of its property, casualty or liability insurance for non-Shared Use Facility buildings or facilities, the party obtaining such insurance agrees to name the other party as an additional insured on the property, casualty or liability insurance policy, and the party obtaining such insurance may include the cost of such insurance in its Maintenance costs reported pursuant to paragraph K. This paragraph shall not be construed as preventing the County or School District from imposing insurance requirements on private third parties using the Shared Parking Area.

F. Overflow Parking

It is the general intent of the County and School District that the Library Parking Area shall be the primary parking area for the Library/Theatre, and that the Shared Parking Area shall be the primary parking area for the Outdoor Shared Use Facilities and the Gymnasium. However, the County and School District also recognize that there may be events at the Library/Theatre, Outdoor Shared Use Facilities or Gymnasium for which the primary parking areas are insufficient to accommodate the events. Accordingly, the County and School District agree that the Library Parking Area can be used for overflow parking for events at the Outdoor Shared Use Facilities or Gymnasium, and that the Shared Parking Area can be used for overflow parking for events at the Library/Theatre, provided that such overflow parking does not materially interfere with the General Public's or Authorized School Personnel's priority use of the Library/Theatre, Outdoor Shared Use Facilities or Gymnasium. The determination of whether overflow parking materially interferes with the General Public's priority use shall be made by the County, and the determination of whether overflow parking materially interferes with Authorized School Personnel's priority use shall be made by the School District. Any disputes regarding overflow parking in the Library Parking Area or Shared Parking Area shall be addressed in accordance with paragraph L. The license, easement or lease conveyed to the School District for the Library Parking Area and Shared Parking Area shall recognize these overflow parking rights.

It is also the general intent of the County and School District that the Park Parking Areas shall be the primary parking areas for the Park, and that the Shared Parking Area and School Parking Areas shall be the primary parking areas for the School. However, the County and School District also recognize that there may be some events at the Library/Theatre, Outdoor Shared Use Facilities or Gymnasium for which the parking at the Library Parking Area and Shared Parking Area are insufficient, or events at the Park or School where the Park Parking Areas or School Parking Areas are insufficient. Accordingly, the

County and School District agree that the Park Parking Areas and School Parking Areas can be used for overflow parking at such events, provided that such overflow parking does not materially interfere with the General Public's normal use of the Park, or materially interfere with Authorized School Personnel's normal use of the School. The determination of whether overflow parking materially interferes with the General Public's normal use of the Park shall be made by the County, and the determination of whether overflow parking materially interferes with Authorized School Personnel's normal use of the School shall be made by the School District. Any disputes regarding overflow parking in the Park Parking Areas or School Parking Areas shall be addressed in accordance with paragraph L. As part of the closing for the Park and School, the County and School District agree to grant each other reciprocal overflow parking easements over the Park Parking Areas and School Parking Areas for this purpose. The overflow parking easements shall also include the right to use any sidewalks or trails that connect to the Park Parking Areas or School Parking Areas, and the right to have keys or security cards to any locked gates to the Park Parking Areas or School Parking Areas. Notwithstanding the foregoing, neither the School District nor the County shall have any obligation to provide lighting for the Park Parking Areas or School Parking Areas, unless they are otherwise obligated to provide such lighting when the School or Park is Open.

In the event the County and School District desire to utilize the Library Parking Area, Shared Parking Area, Park Parking Areas, or School Parking Areas for overflow parking at the same time, and there is insufficient space to accommodate both uses simultaneously, the School District shall have priority use of the School Parking Areas and Shared Parking Area, and the County shall have priority use of the Park Parking Areas and Library Parking Area. The School District and County may place signs within or outside the Park Parking Areas, School Parking Areas, Shared Parking Area or Library Parking Area that alert the General Public and Authorized School Personnel to these priority of use rights; however, such signs shall require Joint Approval.

The School District and County shall not charge the General Public or Authorized School Personnel a User Fee for overflow parking at the Park Parking Areas or School Parking Areas. However, the School District and County reserve the right to charge individual users of the Park Parking Areas or School Parking Areas for physical damage to such areas (other than normal wear and tear), or any lost, damaged or stolen fixtures or landscaping within the Park Parking Areas or School Parking Areas. Any User Fees or charges for the Park Parking Areas and School Parking Areas shall not be required to be placed in the Joint Escrow Account. The School District and County shall not charge each other any fee for Maintenance of the Park Parking Areas or School Parking Areas.

The County and School District may adopt additional rules and procedures governing overflow parking in the Park Parking Areas and School Parking Areas. The adoption of such rules and procedures shall not require an amendment of this Agreement, but shall require Joint Approval.

The School District agrees to Indemnify the County for its use of the Park Parking Areas for overflow parking, and the County agrees to Indemnify the School District for its use of the School Parking Areas for overflow parking. Each party reserves the right to select its own legal counsel in any proceeding, and all costs and fees associated therewith shall be the responsibility of the party required to Indemnify.

The County and School District shall not be required to obtain any property, casualty or liability insurance for their respective overflow parking obligations, and may rely solely on self-insurance. However, if either party obtains property, casualty or liability insurance for the Park Parking Areas or School Parking Areas that is independent of its property, casualty or liability insurance for non-Shared Use Facility buildings or facilities, the party obtaining such insurance agrees to name the other party as an additional insured on the property, casualty or liability insurance policy, and the party obtaining such insurance may include the cost of such insurance in its Maintenance costs reported pursuant to paragraph K. This paragraph shall not be construed as preventing the County or School District from imposing insurance requirements on private third parties using the Park Parking Areas or School Parking Areas.

G. Park Pond

The County shall own the Park Pond and be solely responsible for the costs of Land Acquisition, Horizontal Construction, Vertical Construction and Maintenance of the Park Pond. However, the County recognizes that some of the Shared Use Facilities may generate storm water runoff into the Park Pond, and therefore agrees to provide the School District with a drainage easement for this limited purpose in connection with the closing for the Park. Otherwise, the School District and Authorized School Personnel shall not have any right to use the Park Pond.

H. School Pond

The School District shall own the School Pond and be solely responsible for the costs of Land Acquisition, Horizontal Construction, Vertical Construction and Maintenance of the School Pond. However, the School District recognizes that some of the Shared Use Facilities may generate storm water runoff into the School Pond, and therefore agrees to provide the County with a drainage easement for this limited purpose in connection with the closing for the School. Otherwise, the County and General Public shall not have any right to use the School Pond.

I. Shared Wetland System

The County shall own the Shared Wetland System and be solely responsible for the costs of Land Acquisition for the Shared Wetland System. If any portion of the Shared Wetland System is conveyed from the Master Developer to the School District, the School District agrees to convey to the County fee simple ownership of such portion of the Shared Wetland System when the School District conveys fee simple ownership of the Outdoor Shared Use Facilities. The Shared Wetland System shall remain in its natural state and does not require any Horizontal or Vertical Construction, unless the County and School District mutually agree, by separate agreement, to construct a bicycle/pedestrian trail or boardwalk through the Shared Wetland System to provide a more direct connection from the Park to the Outdoor Shared Use Facilities and School. To the extent the Shared Wetland System requires any Maintenance,

it shall be the responsibility of the County. Except for any required Maintenance performed by County employees, contractors or volunteers, and except for any bicycle/pedestrian trail or boardwalk constructed through the Shared Wetland System, the General Public and Authorized School Personnel shall not be permitted to access or use the Shared Wetland System, and the County may install fencing around the Shared Wetland System to restrict access to the Shared Wetland System. To the extent that any of the Shared Use Facilities generate storm water runoff into the Shared Wetland System, the County agrees to provide the School District with a drainage easement for this limited purpose in connection with the closing for the Park.

J. Naming Rights, Signage Rights and Wireless Facility Rights

The County and School District recognize and agree that the Naming Rights, Signage Rights and Wireless Facility Rights for the Shared Use Facilities could have a significant monetary value, and that any revenue received from the sale of such rights should be reserved for Maintenance of the Shared Use Facilities, and placed into the Joint Escrow Account for this purpose, unless the County and School District agree to a different distribution in accordance with paragraph K.

The County and School District agree that the Naming Rights for the Shared Use Facilities shall be independent of the Naming Rights for the School and Park, and that any solicitation or bid for the Naming Rights for the School or Park shall not include the Naming Rights for the Shared Use Facilities. Once design for the Vertical Construction of all the Shared Use Facilities is complete, the School District agrees to solicit competitive bids or proposals for the Naming Rights to the Shared Use Facilities, which shall require Joint Approval by the County. The competitive solicitation shall request bids or proposals for the Naming Rights for all the Shared Use Facilities, as well as bids or proposals for the individual Naming Rights to the Library, Theatre, Gymnasium and each of the Outdoor Shared Use Facilities. In the event of any conflict between the County's and School District's adopted policies or rules regarding Naming Rights, the more stringent requirements shall apply to the competitive bids or proposals. The selection of the winning bids or proposals for the Naming Rights shall require Joint Approval. The School District shall be responsible for negotiating the terms and conditions of the Naming Rights agreement(s) with the winning bidder(s), but the agreement(s) shall require Joint Approval. The agreement(s) shall require that the Naming Rights include the phrase "at Starkey Ranch" after the name of the facility. Until such time that the agreements for the Naming Rights have received Joint Approval, the Shared Use Facilities shall be referred to generically as the "Starkey Ranch Library", "Starkey Ranch Theatre", and/or the "Starkey Ranch Park". If the School District does not receive any responsive bids or proposals for the Naming Rights for any of the Shared Use Facilities, or if all the responsive bids or proposals do not satisfy the County's or School District's adopted policies or rules regarding Naming Rights, or if all the responsive bids or proposals are otherwise rejected by the School District or County, then the County and School District shall jointly decide whether to re-solicit bids or proposals for the Naming Rights. If the County and School District elect to not re-solicit bids or proposals for the Naming Rights, then the School District shall select a temporary name for any Shared Use Facilities for which Naming Rights have not been assigned, which shall require Joint Approval. The County and School District agree that any temporary name assigned to a Shared Use Facility may be extinguished at the next periodic review pursuant to paragraph K.

The County and School District shall have the right, but not any obligation, to sell or lease Signage Rights within or on some of the Shared Use Facilities, provided that the exercise of such rights does not materially interfere with the Naming Rights to the Shared Use Facilities or the rights of the General Public or Authorized School Personnel to use the Shared Use Facilities. All proceeds from the sale or lease of such rights are placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K. The sale or lease of any Signage Rights within or on the Library or Outdoor Shared Use Facilities shall be the primary responsibility of the County, but shall require Joint Approval. The sale or lease of any Signage Rights within or on the Theatre or Gymnasium shall be the primary responsibility of the School District, but shall require Joint Approval. In the event of any conflict between the County's and School District's adopted policies or rules regarding Signage Rights, the more stringent requirements shall apply. Neither the County nor School District shall be permitted to sell or lease Signage Rights within or on the Library Parking Area, Shared Parking Area, Multi-Use Trail, Park Pond, School Pond or Shared Wetland System. Notwithstanding the foregoing, the County shall have exclusive authority to sell or lease Signage Rights on the Transit Shelter, and the sale of such rights shall not be required to be placed into the Joint Escrow Account.

The County and School District shall have the right, but not the obligation, to lease Wireless Facility Rights within or on some of the Shared Use Facilities, provided that the exercise of such rights does not materially interfere with the Naming Rights to the Shared Use Facilities or the rights of the General Public or Authorized School Personnel to use the Shared Use Facilities. All proceeds from the lease of such rights are placed into the Joint Escrow Account, unless the County and School District agree to a different distribution in accordance with paragraph K. In the event the County or School District are approached by any wireless facility provider seeking to secure Wireless Facility Rights on or within the Park, School, or Shared Use Facilities, the County and School District agree to direct such provider to the Shared Use Facilities, and use the Shared Use Facilities for any competitive bid or solicitation for Wireless Facility Rights, unless (a) the exercise of Wireless Facility Rights on or within the Shared Use Facilities would not satisfy the wireless provider(s) needs, or (b) the exercise of Wireless Facility Rights on the Shared Use Facilities would materially interfere with the Naming Rights to the Shared Use Facilities, or the rights of the General Public or Authorized School Personnel to use the Shared Use Facilities. The lease of any Wireless Facility rights on or within the Library or Outdoor Shared Use Facilities shall be the primary responsibility of the County, but shall require Joint Approval. The lease of any Wireless Facility Rights within or on the Theatre or Gymnasium shall be the primary responsibility of the School District, but shall require Joint Approval. In the event of any conflict between the County's and School District's adopted policies or rules regarding Wireless Facility Rights, the more stringent requirements shall apply. Neither the County nor the School District shall be permitted to lease Wireless Facility Rights within or on the Library Parking Area, Shared Parking Area, Multi-Use Trail, Park Pond, School Pond or Shared Wetland System; however, the County or School District may grant the wireless facility provider access rights over the Library Parking Area, Shared Parking Area and/or Multi-Use Trail to erect or maintain the wireless facility.

K. Periodic Review and Reconciliation—Joint Escrow Account

The County and School District recognize that they have used their best efforts in this Agreement to equitably divide the Staffing and Maintenance responsibilities for the Shared Use Facilities based on anticipated expenditures. However, the County and School District also recognize that the actual Staffing and Maintenance expenditures of each party may be less than or more than the anticipated expenditures. Accordingly, the County and School District agree to periodically review their respective Staffing and Maintenance expenditures for the Shared Use Facilities, and use the funds in the Joint Escrow Account as a tool to help balance any inequities in the actual Staffing and Maintenance expenditures.

The County and School District agree to separately track their Maintenance and Staffing expenditures for the Shared Use Facilities, excluding any Maintenance or Staffing expenditures for the Park Pond and School Pond, and excluding any Maintenance or Staffing expenditures for the overflow parking in the Park Parking Areas and School Parking Areas. Two (2) years after the first date the School is Open, and then every five (5) years thereafter, the County and School District agree to provide each other with their Maintenance and Staffing expenditures for the prior two (2) or five (5) years, as applicable. After such expenditures have been provided, the receiving party shall have a period of sixty (60) days to review the expenditures and object to any expenditures that the receiving party believes are not authorized Maintenance or Staffing expenditures under this Agreement. Any dispute regarding any expenditure(s) that have been objected to shall be resolved in accordance with paragraph L. Failure to object to any expenditure within the sixty (60) day time period shall be deemed a waiver of any right to object to such expenditure as not being an authorized Maintenance or Staffing expenditure.

After the sixty (60) day objection period has expired for both parties, and any disputes have been resolved, the total Maintenance and Staffing expenditures of the County and School District for the Shared Use Facilities shall be calculated. The Pasco County Clerk and Comptroller shall then distribute any monies in the Joint Escrow Account, as of the two (2) or five (5) year anniversary date, to the County and School District based on the percentage that each contributed to the total Maintenance and Staffing expenditures. For example, if the School District's total Maintenance and Staffing expenditures for a prior five (5) year period is seven million dollars (\$7,000,000), and the County's total Maintenance and Staffing expenditures for the same five (5) year period is three million dollars (\$3,000,000), then the Pasco County Clerk and Comptroller shall distribute seventy percent (70%) of the monies in the Joint Escrow Account to the School District, and 30% of the monies in the Joint Escrow Account to the County.

As part of the periodic review required by this paragraph K., the County and School District also agree to review their joint revenue sources for the Shared Use Facilities, including the revenue from Naming Rights, Signage Rights, Wireless Facility Rights, ticket surcharges, league facility fees, and private event and vendor rents. The County and School District agree to make any legally available adjustments to the amount or recipient of such revenue sources, or implement new revenue sources, if necessary, to help contribute to the future funds in the Joint Escrow Account, or to address any remaining inequities after the Joint Escrow Account funds have been distributed. Any required adjustments to such revenue sources, or implementation of new revenue sources, shall require Joint Approval, but shall not require an amendment to this Agreement unless the County and School District adopt a new revenue source

that specifically conflicts with the terms of this Agreement, or the parties otherwise desire to amend the Agreement.

In the event that the School District or County incur Maintenance and Staffing expenditures for the Shared Use Facilities for any two (2) or five (5) year period that are significantly in excess of the Maintenance and Staffing expenditures of the other party, and the periodic Joint Escrow Account reconciliation process and revenue adjustment process set forth above is insufficient to address this inequity, then either party may request a renegotiation of the Maintenance and Staffing responsibilities in this Agreement. In such event, the other party agrees to renegotiate the Maintenance and Staffing responsibilities in good faith, and amend this Agreement within one (1) year of the request for renegotiation.

L. Shared Use Facility Team, Dispute Resolution and Remedies

The School District and County agree to jointly establish a Shared Use Facility Team to manage the implementation of Section 7. of this Agreement, and to address any matters in Section 7. that require Joint Approval. The Shared Use Facility Team shall consist of three (3) County employees appointed by the Pasco County Administrator and three (3) School District employees appointed by the Pasco County Superintendent of Schools. The Shared Use Facility Team shall also attempt to resolve any disputes regarding Section 7. of this Agreement, or regarding any matters in Section 7 that require Joint Approval. If the Shared Use Facility team cannot resolve the dispute, the Pasco County Assistant County Administrator for Public Services (or the County's designated successor to such position) and Assistant Superintendent for Administration and Operations (or the School District's designated successor to such position) shall attempt to resolve the dispute. If they are unable to resolve the dispute, the Pasco County Administrator and Pasco County Superintendent of Schools shall attempt to resolve the dispute. If they are unable to resolve the dispute, the dispute shall be resolved through the conflict resolution procedures in Chapter 164, Florida Statutes.

The County and School District agree that performance of their respective Maintenance and Staffing obligations is contingent upon an annual budgetary appropriation to meet such obligations. Nothing in this Agreement shall be construed as a direct or indirect pledge of the County's or School District's ad valorem taxing power, and neither party shall have the ability or authority to compel the other party to levy additional ad valorem taxes, or forego essential governmental functions, in order to satisfy the Maintenance and Staffing obligations of this Agreement. In the event that either party is unable to satisfy its Maintenance or Staffing obligations in this Agreement, or is unable to keep a Shared Use Facility Open in accordance with the requirements of this Agreement, and the issue cannot be resolved through the foregoing dispute resolution process, the other party's sole remedies shall be to (a) terminate the non-performing party's shared use rights and/or priority of use rights, (b) assume the Maintenance or Staffing obligations of the non-performing party, and/or (c) claim the entire amount in the Joint Escrow Account at the next periodic review pursuant to paragraph K.

M. Conflict with Federal, State or Local Law

The School District and County have attempted to draft Section 7. of this Agreement in a manner that complies with applicable federal, state and local law, but recognize that these laws could change, or that some portions of Section 7. could later be found to be conflict with applicable federal, state or local law. In the event of such a conflict, the provisions of the conflicting federal, state or local law shall control over the requirements of this Section 7., unless and until the federal, state or local law is amended to eliminate the conflict. The School District's and County's compliance with federal, state or local law shall not be deemed a breach or default of Section 7. of this Agreement.

N. Equal Opportunity

The School District and County agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression be excluded from the benefits of the Shared Use Facilities; provided, however, this paragraph shall not be construed to prohibit the School District from conducting Background Screening when required by law.

O. Master Developer Obligations

During the Master Developer's required maintenance period as set forth in Section 17, the Master Developer agrees to comply with the County's obligation to Maintain the Park Pond, Shared Wetland System, and any portion of the Library Parking Area that is constructed with Phase 1 of the District Park, as part of the District Park operating and maintenance budget. The Master Developer also agrees to comply with the County's obligation to allow for overflow parking in the Park Parking Areas. In all other respects, the Master Developer shall not be bound by this Section 7 of this Agreement, but agrees not to object to the County and School District's shared use arrangement in this Section 7.

Section 8. Design Process and Requirements

A. Park Site Design. The Master Developer shall initiate and supervise the planning and design process for the proposed Park Site facilities, consistent with the preliminary design that is conceptually depicted on the Exhibit A Master Site Plan (the "Park Design Concept"). With respect to the Park Site improvements other than the Shared-Use Facilities (identified in Section 7, above), the Master Developer and the County shall have mutual control and approval over the nature, content, and location of the Park Site improvements. With respect to the Shared-Use Facilities, the School District also shall have mutual approval

rights with respect thereto. However, if any extraordinary Park Site improvements or design changes requested by the Master Developer or School District would cause the estimated permitting or construction costs of the Phase 1 Park Site improvements to exceed the estimated amount in the Park Site Budget (as defined below), the County shall have no obligation to agree to such improvements or design changes unless the Master Developer or School District, as applicable, commits to fund the increased permitting or construction costs. Once the final design plans have been mutually approved as provided herein, the final design concept plan shall be substituted by the parties as Exhibit A hereto, to replace the preliminary design plan currently attached as Exhibit A. The final design plan shall include a designation of Park Site Phase 1 and Park Site Phase 2, as contemplated by Section 11 below. The County reserves the right to adjust the Park Site Phase 1 scope of work/improvements, once the final bid process is completed for Phase 1 of the Park Site, to remain within the County's available funding for Phase 1. The Master Developer shall have the right to place non-revenue-generating "dedication" or "memorial" plaques or monuments related to any facility within the Park Site, at its sole cost and expense, and with the approval of the County (which approval shall not be unreasonably withheld).

- B. School Site Design.** The School District shall initiate and supervise the planning and design process for its proposed School Site facilities when required for its planned future construction thereof; provided, however, that the preliminary design plan for the School Site facilities is conceptually depicted on the Exhibit A Master Site Plan (the "School Site Design Concept"). The Master Developer shall have design approval rights to the extent the final School Site facilities design deviates materially from the Exhibit A concept plan; provided, however, that the Master Developer's approval rights shall extend only to the aesthetic impact of the exterior façade architectural characteristics, the height of the facilities (provided, however, that the Master Developer hereby approves a three-story structure), the orientation of the facilities, the landscape plan, and the setback and/or buffering features related to the impact of the School Site facilities upon the adjacent Starkey MPUD community. With respect to the Shared-Use Facilities on the School Site, the Master Developer, the County, and the School District shall have mutual approval rights with respect to the nature, content and location thereof, as the Shared-Use Facilities within the School Site impact the intent and purpose of this Agreement upon complete build-out of the Park Site and the School Site. The Master Developer shall provide comments and requested design changes within fifteen (15) days of receiving each set of design plans, and failure to comment during this fifteen (15) day time period shall be deemed an acceptance of the design plans received. If any extraordinary design changes requested by the Master Developer would cause the School District to expend more in permitting or construction for the School Site facilities or Shared-Use Facilities than the School District would customarily spend for such facilities at other comparable Pasco County school sites, the School District shall have no obligation to agree to such design changes unless the Master Developer commits to fund the increased permitting or construction costs. The Master Developer's design approval rights for the School Site shall automatically terminate once the Master

Developer (or its designated assignee of this Agreement) owns or is contract vendee for less than ten percent (10%) of the land in the Starkey Ranch MPUD, unless the Master Developer (or its designated assignee of this Agreement) continues to own land that is adjacent to the School Site. Once the final design plans have been approved as provided in Section 12 below, the final design concept plan shall be substituted by the parties as Exhibit A hereto, to replace the preliminary design plan currently attached as Exhibit A. The Master Developer also shall have the right to place non-revenue-generating "dedication" or "memorial" plaques related to facilities within the School Site, at its sole cost and expense, and with approval of the School District (which approval shall not be unreasonably withheld).

- C. **Library-Theatre Site Design.** The County and/or the School District (as applicable pursuant to Section 7, above) shall initiate and supervise the planning and design process for the proposed Library-Theatre Site facilities when required for their planned future construction thereof, subject to approval by each of those public parties pursuant to Section 7, above. The Master Developer shall have design approval rights for the Library-Theatre Site (including any PCPT transit facility) only as to the aesthetic impact of the exterior façade architectural characteristics, the height of the facilities (provided, however, that the Master Developer hereby approves a two-story library-theatre structure), the orientation of the facilities, the landscape plan, and the setback and/or buffering features related to the impact of the Library-Theatre Site (including any PCPT transit facilities) upon the adjacent Starkey MPUD community. The Master Developer shall provide comments and requested design changes within fifteen (15) days of receiving each set of design plans, and failure to comment during this fifteen (15) day time period shall be deemed an acceptance of the design plans received. If any extraordinary design changes requested by the Master Developer would cause the County or School District to expend more in permitting or construction for the Library/Theatre site facilities than the County and School District would customarily spend for such comparable facilities at other Pasco County sites, the County and School District shall have no obligation to agree to such design changes unless the Master Developer commits to fund the increased permitting or construction costs. The Master Developer's design approval rights for the Library-Theatre Site shall automatically terminate once the Master Developer (or its designated assignee of this Agreement) owns or is contract vendee for less than ten percent (10%) of the land in the Starkey Ranch MPUD, unless the Master Developer (or its designated assignee of this Agreement) continues to own land that is adjacent to the Library-Theatre Site. The Master Developer also shall have the right to place non-revenue-generating "dedication" or "memorial" plaques related to facilities within the Library-Theatre Site, at its sole cost and expense, and with approval of the County and/or School District, as applicable (which approval shall not be unreasonably withheld).

Section 9. Engineering/Construction Plans, Permitting, and Construction Responsibilities

- A. Park Site Responsibility.** The Master Developer shall be responsible for the "horizontal" engineering plans, construction plans, procurement of permits, and initial construction of the master earthwork, rough grading, wetland/flood plain mitigation, utilities and storm water drainage facilities for the total Park Site, and for the "vertical" construction of the Phase 1 Park Site improvements, subject to reimbursement by the County pursuant to Section 11 below. After the completion of Phase 1 of the Park Site improvements, the County shall assume responsibility for the construction of the future Phase 2 Park Site improvements, unless the County and Master Developer mutually agree to extend their public-private development arrangement to the subsequent Phase 2 Park Site improvements. However, such assumed responsibility for Phase 2 shall not apply to any "horizontal" construction defects that are required to be remedied by the construction contractor, or its guarantor, pursuant to the required maintenance/warranty guarantee.
- B. School Site Responsibility.** The Master Developer shall be responsible only for the "horizontal" engineering plans, construction plans, procurement of permits, and initial horizontal site construction of the master earthwork, rough grading, wetland/flood plain mitigation and storm water drainage facilities for the School Site, subject to reimbursement by the School District pursuant to Section 12 below. After completion of the initial horizontal site preparation as set forth above, the School District shall assume all responsibility for the engineering and architectural plans, permitting, and construction of all additional facilities upon the School Site. However, such assumed responsibility for the School Site shall not apply to any "horizontal" construction defects that are required to be remedied by the construction contractor, or its guarantor, pursuant to the required maintenance/warranty guarantee.
- C. Library-Theatre Site Responsibility.** The Master Developer shall be responsible only for the "horizontal" engineering plans, construction plans, procurement of permits, and initial construction of the master earthwork, rough grading, wetland/flood plain mitigation and storm water drainage facilities for the Library-Theatre Site, subject to reimbursement by the County pursuant to Section 13 below. After completion of the initial horizontal site preparation as set forth above, the County and/or School District (as applicable) shall assume all responsibility for the engineering and architectural plans, permitting, and construction of all additional facilities upon the Library-Theatre Site (including any PCPT transit facilities), pursuant to Section 7, above. However, such assumed responsibility for the Library-Theatre shall not apply to any "horizontal" construction defects that are

required to be remedied by the construction contractor, or its guarantor, pursuant to the required maintenance/warranty guarantee.

Section 10. Master Developer’s Responsibilities

The Master Developer covenants and agrees to provide the following services and/or financial contributions pursuant to this Agreement:

- A. Land Conveyances.** The Master Developer shall make the conveyance of the real property for the Park Site, the School Site, and the Library-Theatre Site when and as required pursuant to this Agreement. The Master Developer shall receive the applicable impact fee credits and cash compensation as specified in this Agreement, for said conveyances.
- B. Design Supervision.** The Master Developer shall monitor and supervise the planning and design process for the Park Site Phase 1 improvements, at no cost or charge to the County.
- C. Supervision of Engineering/Construction Plans and Permit Approvals.** The Master Developer shall monitor and supervise the procurement, review and approval of the detailed engineering and construction plans for (i) the horizontal site preparation for the total Park Site, (ii) the Phase 1 Park Site improvements, (iii) the horizontal site preparation for the Library-Theatre Site, and (iv) the horizontal site preparation for the School Site, all at no cost to the County or the School District for such supervision.
- D. Construction Management.** The Master Developer shall manage the construction of (i) the horizontal site preparation for the total Park Site, (ii) the construction of the Phase 1 Park Site improvements, (iii) the horizontal site preparation of the Library-Theatre Site, and (iv) the horizontal site preparation of the School Site, all at no cost to the County or the School District for such construction management services.
- E. Provision of Off-Site Access, Drainage, Mitigation and Utilities.** The Master Developer shall provide, at its sole cost, the roadway and sidewalk/trail access, master sanitary sewer and potable water lines adjacent to the boundary of the School Site, the Library-Theatre Site, and the Park Site, respectively, as set forth in Section 14 hereof, at no cost to the County or the School District. To the extent the Master Developer also is providing certain off-site drainage and/or mitigation facilities to accommodate the on-site development depicted on the Master Site Plan, the Master Developer shall provide non-exclusive easement rights to the County and School District, as applicable, for permanent use of such off-site facilities for said purposes. The Master Developer or its designee shall operate and maintain any such shared off-site drainage or mitigation facilities, at its sole cost.
- F. Management of Park Site Operation and Maintenance.** The Master Developer (or its designee as authorized in this Agreement) shall provide for the management, operation and maintenance of the Park Site Phase 1 facilities as set forth in Section 17 hereof.
- G. Park Site Operational and Maintenance Deficit Subsidy.** The Master Developer (or its designee as authorized in this Agreement) shall pay its share of the operational and

maintenance subsidy required for the Phase 1 Park Site facilities, as set forth in Section 18 hereof.

Section 11. Park Site Construction; Budget Formulation and Contract Process.

The County and the Master Developer have prepared and mutually approved the preliminary budget for the horizontal site preparation for the total Park Site, and the construction of the Phase 1 Park Site improvements, as set forth on Exhibit B hereto (the "Park Site Budget"). The County agrees to allocate in its Capital Improvements Plan (CIP) Budget for the County's FY 2013-2014, and to extend any unused portion thereof into FY 2014-2015, not less than \$8,099,090.00 for the Park Site improvements, pursuant to the Park Site Budget (which budget commitment shall be limited to the projected West Zone parks and recreation impact fees expected to be available to the County for construction of park improvements). Furthermore, the County covenants and agrees not to re-allocate or otherwise commit any portion of such now-existing or projected parks and recreation impact fee collections for the West Zone, prior to completion of the Phase 1 Park Site improvements and reimbursement of costs therefor to the Master Developer, as required herein. Subject to mutual agreement as to loan costs and terms by the County and Master Developer, up to \$1,500,000 in additional construction loan funds also may be procured against a pledge of future, anticipated West Zone parks and recreation impact fees (facilities) to the Master Developer or its designated lender (which may be the CDD) if mutually desired to fully fund the Park Site Budget for Phase 1, or in the event the parties mutually agree to fund Phase 2. In the event the Master Developer (or its designated CDD) extends such loan to the County, the County shall convert \$200,000.00 of the Master Developer's Park Fee Credits to cash, utilizing collected West Zone parks and recreation (land) impact fee funds; provided, however, such conversion amount shall not exceed the remaining amount in the West Zone parks and recreation impact fee (land) account after the Park Purchase Amount and County closing costs pursuant to Section 15 have been paid. This Park Site Budget amount for construction of park improvements is exclusive of the Park Purchase Amount set forth in Section 4, above. If the County and Master Developer do not mutually agree to the \$1,500,000 loan and Park Fee Credit to cash conversion referenced above, the County may elect to use any funds in the West Zone parks and recreation impact fee (land) account that exceed the Park Purchase Amount and County closing costs pursuant to Section 15 for the horizontal site preparation costs for the Park Site, and may reimburse the West Zone parks and recreation impact fee (facility) account for such costs. Nothing herein shall prevent the County from utilizing other legally available funding sources to satisfy the reimbursement obligations in this paragraph.

Within 180 days after the Effective Date of this Agreement, the County and the Master Developer shall finalize the Park Site Budget based upon the detailed engineering/construction plans and the preliminary cost estimates from the Master Developer's project engineer. Upon mutual approval of such updated budget, the revised Park Site Budget shall be substituted as Exhibit B hereto. The County reserves the right to adjust the scope of the Park Site Phase 1 improvements, to remain within the Park Site Budget, or to revise the Park Site Budget if other funding sources are available, after receipt of the final bids for Park Site Phase 1, as set forth below.

Promptly upon approval of the revised Park Site Budget, the Master Developer shall procure competitive bids for construction of the Park Site improvements pursuant to this Agreement, for mutual review and approval by both the Master Developer and the County. In the event the cost of construction exceeds the Park Site Budget, then the County and Master Developer shall mutually revise the scope of the Phase 1 Park Site improvements, to not exceed the approved Park Site Budget for the horizontal site preparation for the total Park Site, plus the revised Phase 1 Park Site improvements, unless the County and Master Developer mutually agree to use a pledge of future anticipated West Zone parks and recreation impact fee collections (facilities) to the Master Developer to pay for any amount that exceeds the approved Park Site Budget. The remainder of any planned Park Site improvements then shall be re-designated for future Phase 2 of the Park Site development.

Upon final approval of the construction bids for the Park Site improvements, the Master Developer shall execute and administer the Park Site construction contract(s), and obtain a performance and payment bond from the contractor in favor of, and in a form acceptable to, the Master Developer and County. Following completion of the required improvements, the Master Developer shall require the construction contractor to post a maintenance/warranty guarantee in favor of, and in a form acceptable to, the Master Developer and County. The County shall reimburse the Master Developer for all costs of planning, engineering, permitting and construction thereof, pursuant to Section 16 of this Agreement.

Section 12. School Site Construction; Budget Process.

The School District and the Master Developer have prepared and mutually approved the preliminary budget for the horizontal preparation of the School Site, to include master earthwork, rough grading, wetland/floodplain mitigation, and storm water retention/detention (on-site and/or off-site), as set forth on Exhibit C hereto (the "School Site Budget"). The School District agrees to allocate in its Capital Improvements Plan ("CIP") Budget(s), and/or other permissible funding sources (including loans) available to the School District, not less than \$ 747,590.00 for the School Site improvements, pursuant to the School Site Budget; provided, however, that the School District's Cost Reimbursement Schedule (defined in Section 16, below) shall not require reimbursement payments to the Master Developer to commence prior to July, 2014.

Within 180 days after the Effective Date of this Agreement, the School District and the Master Developer shall finalize the School Site Budget based upon the detailed engineering/construction plans and preliminary cost estimates from the Master Developer's project engineer. Upon mutual approval of such updated budget, the revised School Site Budget shall be substituted as Exhibit C hereto.

Promptly upon approval of the revised School Site Budget, the Master Developer shall procure competitive bids for the School Site improvements pursuant to this Agreement, for mutual approval by both the Master Developer and the School District. In the event the cost of construction exceeds the

School Site Budget, the Master Developer and the School District shall either revise the scope of work required for the School Site improvements, or the parties shall revise the School Site Budget and the School District shall commit other available funding sources (including, without limitation, loans against future school impact fees) to meet the actual cost of construction for the School Site improvements.

Upon final approval of the construction bids for the School Site improvements, the Master Developer shall execute and administer the School Site contract(s), and obtain a performance and payment bond from the contractor in favor of, and in a form acceptable to, the School District. Following completion of the required improvements, the Master Developer shall require the construction contractor to post a maintenance/warranty guarantee in favor of, and in a form acceptable to, the School District. The School District shall reimburse the Master Developer for all costs of planning, engineering, permitting and construction thereof, pursuant to Section 16 of this Agreement.

With respect to the School Site, the School District acknowledges that the School Site Budget shall not contain, and the Master Developer shall not be obligated to construct, any recreational facilities (whether Shared-Use Facilities or exclusive school facilities), nor any parking, utilities, building or other structures on the School Site pursuant to this Agreement. The School District shall be responsible for all such additional construction on the School Site beyond the limited, horizontal site work covered by the School Site Budget, when the School District determines its need for such facilities. After conveyance of the School Site by the Master Developer to the School District and prior to construction of such facilities by the School District on the School Site, neither the County nor the Master Developer shall access or utilize the School Site, and the interim maintenance of the School Site shall be the sole responsibility of the School District. The School District therefore covenants and agrees to perform regular maintenance of the School Site after conveyance thereof by the Master Developer to the School District, to insure a quality aesthetic appearance consistent with the standards of the surrounding MPUD community. Also, no fencing shall be provided around the School Site prior to construction of school facilities thereon by the School District (unless the Master Developer and School District mutually agree upon alternative interim land management thereof), except that drainage retention areas shall be properly fenced and secured in accordance with applicable law. Appropriate signage precluding unauthorized access upon the School site may be installed.

Section 13. Library-Theatre Site Construction; Budget Process.

The County and the Master Developer have prepared and mutually approved the preliminary budget for the horizontal preparation for the Library-Theatre Site, to include master earthwork, rough grading, wetland/floodplain mitigation, and storm water retention/detention (on-site and/or off-site) as set forth on Exhibit D hereto ("Library-Theatre Site Budget"). The County agrees to allocate in its Capital Improvements Plan ("CIP") Budget for the County's FY 2013-2014, and to extend any unused portion thereof to FY 2014-2015, not less than \$24,513.00 for the Library-Theatre Site improvements, pursuant to the Library-Theatre Site Budget (which budget commitment shall be limited to the land component of the library impact fees projected to be available for site construction, less the County's portion of the

Library-Theatre Site Purchase Amount). Nothing herein shall prevent the County from utilizing other legally available funding sources to satisfy the reimbursement obligations in this paragraph.

Thereafter, the County and the Master Developer shall follow the same process for revision and finalization of the Library-Theatre Site Budget as set forth for the County's Park Site Budget in Section 11, above, and for the approval of the engineering/construction plans, the procurement of competitive bids by the Master Developer, the execution and administration of the construction contract(s) by the Master Developer, and the reimbursement to the Master Developer for the planning, engineering, permitting and construction costs thereof by the County, pursuant to Section 16 hereof. The Master Developer shall obtain a performance and payment bond from the contractor in favor of, and in a form acceptable to, the Master Developer and County. Following completion of the required improvements, the Master Developer shall require the construction contractor to post a maintenance/warranty guarantee in favor of, and in a form acceptable to, the County and School District.

With respect to the Library-Theatre Site, the County acknowledges that the Library-Theatre Site Budget shall only include the horizontal site work specified therein, and shall not include any parking, utilities, transit facilities, buildings or other structures, nor shall the Master Developer be obligated to construct any such additional facilities. The County and/or School District shall be responsible for all such additional construction on the Library-Theatre Site, pursuant to Section 7, above. Notwithstanding the foregoing, if any portion of the drive aisles or parking areas for the Library-Theatre Site are necessary to gain access to Phase 1 of the District Park site, the Master Developer shall be responsible for constructing such drive aisles or parking areas in connection with the construction of Phase 1 of the District Park site, and such costs shall be included in the Park Site Budget.

After conveyance of the Library-Theatre Site to the School District by the Master Developer, and prior to construction of facilities by the School District on the Library-Theatre site, neither the County nor the Master Developer shall access or utilize the Library-Theatre site (except for any portion the site required to access Phase 1 of the District Park), and the interim maintenance of the Library-Theatre Site (except for any portion of the site required to access Phase 1 of the District Park) shall be the sole responsibility of the School District. The School District therefore covenants and agrees to perform regular maintenance of the Library-Theatre Site after conveyance thereof by the Master Developer to the School District, to insure a quality aesthetic appearance consistent with the standards of the surrounding MPUD community, until such time that the County assumes maintenance of the Library-Theatre Site pursuant to Section 7. Also, no fencing shall be installed around the Library-Theatre Site, although appropriate signage precluding unauthorized access may be installed.

Section 14. Master Developer's Off-Site Obligations

The Master Developer shall provide, at its sole cost and expense, the following off-site infrastructure improvements to provide access and utility services to the boundary of the School Site,

Library-Theatre Site, and Park Site, respectively, as such off-site infrastructure is conceptually depicted on Exhibit E hereto (the "Master Developer's Off-Site Requirements"):

- A. Public roadway and sidewalk/trail access constructed in accordance with the Master Developer's approved MPUD plans (and depicted on the Master Site Plan) within the public right-of-way to be dedicated by the Master Developer, with such right-of-way line(s) to be adjacent to the School Site, Library-Theatre Site, and Park Site, respectively.
- B. Public sanitary sewer master transmission line constructed in accordance with the Master Developer's approved MPUD master utility plans within the public right-of-way adjacent to the School Site, Library-Theatre Site, and Park Site, respectively.
- C. Public potable water master transmission line constructed in accordance with the Master Developer's approved MPUD plans within the public right-of-way adjacent to the School site, Library-Theatre Site, and Park Site, respectively.
- D. Any wetland mitigation, floodplain compensation or drainage facilities required to permit and construct items A., B, and C, above; provided, however, that certain off-site mitigation costs associated with the relocation of Town Avenue to accommodate the County's master site plan are specifically included in the Park Site Budget.

The County and the School District, as applicable for their respective sites, shall be responsible for the connections required for the School Site facilities, Park Site facilities, and Library-Theatre Site facilities to the master utility lines installed by the Master Developer in the public rights-of-way, including any and all on-site lift stations, booster pumps, internal collection or transmission systems, and other on-site utility appurtenances. The County and the School District, as applicable for their respective sites, also shall be responsible for all driveway and sidewalk/trail connections from their respective sites to the Master Developer's roadway(s) and sidewalks/trails within the public rights-of-way.

The Master Developer's obligations hereunder for off-site roadway and sidewalk/trail access and utilities shall extend only to the level of service required to meet the requirements of the Master Developer's adjacent MPUD development, which the Master Developer agrees are the off-site facilities depicted on the Master Developer's approved MPUD plans. Any additional roadway, sidewalk/trail or utility improvements required to meet the service requirements or impacts of Phase 1 of the Park Site are included in the Park Site Budget. Any additional roadway, sidewalk/trail or utility improvements required to meet the service requirements or impacts of Phase 2 of the District Park Site, the Library-Theatre Site, or the School Site shall be constructed by the County or School District, as applicable, in connection with their construction of Phase 2 of the District Park Site, the Library-Theatre Site, or the School Site.

Section 15. Timing of Conveyances; Site Work Inspection; Completion and Acceptance of Site Construction Work; Closing Procedures.

The County, the School District and the Master Developer agree that the Master Developer shall initiate, administer and manage the horizontal site construction work as specified in this Agreement for the Park Site, the School Site and the Library-Theatre Site, respectively, during the ownership of the properties by the Master Developer and prior to conveyance of the properties to the County and School District, respectively, so that the Master Developer's construction activities occur on the Master Developer's private lands as a developer pipeline project. During the permitting and site construction process by the Master Developer on its private property, the County and/or the School District (or their designated representatives, design or construction consultants) shall have the right, upon not less than forty-eight (48) hours' prior notice to the Master Developer, to enter upon the project site to conduct due diligence or to review and inspect the status of site construction; provided, however, that (i) the County and/or School District (and their representatives/consultants) shall not have the right to control, supervise or direct any of the Master Developer's work, (ii) the County and/or School District (and their representatives) shall not communicate directly with any of the Master Developer's contractor(s) or subcontractor(s), (iii) if desired by the Master Developer, the Master Developer or its designated representatives/consultants shall accompany the County and/or School District representatives for the project inspection, and (iv) any review/inspection comments shall be provided in writing to the Master Developer by the County and/or School District, as applicable. The foregoing restrictions shall not apply to the County to the extent the County is acting in its permitting capacity, or as an enforcer of State or County laws, codes or ordinances, in which case the County's authority to enter the property, conduct inspections, and communicate with contractor(s) or subcontractor(s) shall be in accordance with applicable law.

The legal conveyance(s) of the Park Site to the County, and the Library-Theatre Site, Shared Use Facilities, and the School Site to the School District, shall occur within thirty (30) days after the completion and acceptance of the Phase 1 District Park Site improvements, the Library-Theatre Site horizontal improvements, and the School Site horizontal improvements, and the full payment to the Master Developer for all design, engineering, permitting and construction costs by the responsible party as required under this Agreement, for the respective properties. Concurrent with the legal conveyance(s) of the applicable properties, the applicable impact fee credit amount(s) and/or cash purchase amount(s) shall be issued and/or paid by the County or School District as applicable under this Agreement, to the Master Developer.

Incident to the conveyances of the respective properties hereunder, the following procedures shall apply:

- A. All conveyances shall be made by Special Warranty Deed, in a form approved by the County or School District, as applicable, and the title company. Documentary stamp taxes shall be paid only on the cash Purchase Price Amount paid for the respective parcel under this

- Agreement, by the Master Developer as grantor. Recording fees for the deed(s) shall be paid by the County or School District, respectively as grantee (if applicable).
- B. Prior to commencement of any construction under this Agreement, the Master Developer shall provide a title commitment underwritten by a national title insurance company acceptable to the County or School District, as applicable, in the amount of the aggregate of (i) the impact fee credit amount and (ii) the purchase price amount, for the respective parcel(s) to be conveyed under this Agreement. The title search expense and any cost for issuance of the title commitment(s) shall be paid by the Master Developer. The title commitment shall reflect the parcel(s) to be free and clear of any liens, mortgages, easements, restrictions or other encumbrances which affect marketability of title, financially encumber the subject parcels, or which impair the use of the subject parcel(s) for the purposes contemplated by this Agreement, except for the specific mutual, reciprocal easements contemplated among the parties pursuant to this Agreement (including any easements and the Shared-Use Agreement, License Agreement, etc.). Upon conveyance of the parcels to the County and School District, as applicable under this Agreement, title policies shall be issued to the County and the School District pursuant to the title commitment, and the County or School District, as grantee, shall pay the title insurance premium for their respective parcel(s).
- C. The Master Developer shall provide a standard Owner's Affidavit and a final Contractor's Affidavit, in form and substance acceptable to the County, School District, and the title company, so as to enable the title company to delete the standard mechanic's lien exception from the title policies.
- D. The County or the School District, as applicable, shall concurrently issue to the Master Developer the applicable Fee Credit Amount, and shall pay the applicable Purchase Price Amount, for the respective parcel(s). All Purchase Price Amounts shall be paid via federal wire transfer to the Master Developer or its designee, concurrent with the transfer of title to the County or School District, as applicable.
- E. The Master Developer shall provide a final, certified boundary survey reflecting the respective parcels to be conveyed to the County and School District, as applicable, under this Agreement, after completion of the site work contemplated by this Agreement. The cost of the final survey(s) shall be shared equally (one-third each) by the Master Developer, the County, and the School District. If the final survey is not available as of the closing of the conveyances of the parcels, it shall be completed and provided to the parties and the title company within ninety (90) days thereafter, at which time the standard survey exception shall be deleted by the title company from the title policies, based upon substitution of the final survey items.
- F. To the extent any portion of the land conveyed to the County or the School District hereunder includes any of the trail and landscape buffer areas on the south side of Town Avenue, or the west side of Trinity Boulevard, which are to be maintained by the Master Developer or its designated CDD, the Master Developer (or its CDD) shall reserve a permanent, non-exclusive easement for access, use and maintenance thereof, at the time of conveyance of any such lands to the County or School District, as applicable.

The parties shall cooperate with each other to provide any and all documents or other matters typically required for commercial real estate closings, including any and all corporate or governmental authorizations, resolutions, or other matters required by the title insurance underwriter to insure the conveyances required hereunder. The allocated closing and other transaction costs set forth in this Section 15, shall be included in the respective budgets for the Park Site, School Site, and Library-Theatre site.

Section 16. Cost Reimbursement Process for Design, Engineering, Permitting and Construction Costs

No later than the date of final approval of the Park Site Budget, Library-Theatre Site Budget, and the School Site Budget, respectively, the Master Developer and the County or School District (as applicable) also shall establish an agreed cost reimbursement schedule for the planning, engineering, permitting and construction phases for each of the Park Site improvements, Library-Theatre Site improvements, and School Site improvements to be initiated and managed by the Master Developer under this Agreement (the "Cost Reimbursement Schedule"). The Master Developer, County and School District acknowledge that the design/planning, engineering, permitting, construction administration, and construction phase inspection and testing services will not be competitively bid; accordingly, the parties have agreed that reimbursement for such phases shall be made as follows: (i) as to planning/design engineering, permitting, and construction management/CEI services, ten percent (10%) of the total construction costs; and (ii) as to construction phase testing services, the actual third-party costs incurred for all construction testing services, with the costs for (i) and (ii) above each allocated to that portion of the work that the County is responsible for, or that the School District is responsible for, as applicable. With respect to the construction phase testing services, the Master Developer and its designated project engineer shall determine the scope and specifications for all such third-party testing services, shall procure such third-party testing services, and shall coordinate the testing and delivery of the required certifications with respect thereto; provided, however, the contract for such third-party testing services is also subject to the County's and School District's review and approval, which shall not be unreasonably withheld. The Cost Reimbursement Schedule shall require regular, periodic cost reimbursement payments not later than forty-five (45) days after submittal of the cost reimbursement request by the Master Developer, with required documentation evidencing the actual expenditure, and shall require that the Master Developer submit reimbursement requests no more frequently than monthly. The County or the School District, as applicable, shall fund and make the respective payments required pursuant to each Cost Reimbursement Schedule; provided, however, that the School District's reimbursement schedule for the horizontal School Site work performed by the Master Developer shall not commence until July, 2014, and provided that the County's required reimbursements shall be made exclusively from parks and recreation and library impact fees (subject to the County's covenant to budget such projected impact fee collections as required herein and not to re-allocate same prior to full reimbursement of the Master Developer, hereunder). The County and

School District may withhold final payment to the Master Developer if the construction contractor has not resolved all outstanding punch list items and posted a maintenance/warranty guarantee in favor of the applicable entities that will be maintaining the improvements after construction is complete.

Section 17. License Agreement for Park Site Management; Quality Control Standards

As material consideration for this Agreement, the Master Developer has agreed with the County to manage, operate and maintain the Park Site improvements (excluding the Shared-Use Facilities) for a period of eight (8) years after the completion of construction of the Phase 1 park improvements and the conveyance of the Park Site to the County under this Agreement.

Not later than the date of such conveyance of the Park Site to the County pursuant to Section 15, above, the County and the Master Developer (or its designee pursuant to Section 20 below) (the "Licensee") shall enter into that certain License Agreement for the Park Site management, in the form attached hereto as Exhibit F. In addition, the County and the Licensee agree that the Park Site shall at all times be operated and managed to meet, at a minimum, the County's Park Site Maintenance and Quality Control Standards attached as Exhibit G. After the termination of the License Agreement, the County shall assume responsibility for operation and maintenance for the District Park Site in accordance with the County's Park Site Maintenance Quality Control Standards, as applicable to the District Park; provided, however, that the County reserves the right to impose any legally available funding source to pay such operating and maintenance costs for the District Park Site.

Section 18. County-Master Developer Obligations for Park Operation and Maintenance Subsidies

As further material consideration for this Agreement, the Master Developer (or its authorized designee) agrees to provide an operating and maintenance subsidy contribution for any deficits incurred in connection with the operation and maintenance of the Park Site facilities (excluding any Shared-Use Facilities), for a period of eight (8) years after the date of conveyance of the Park Site to the County pursuant to Section 15, above (concurrent with the License Agreement term), on the following basis:

<u>Year of Operation</u>	<u>Master Developer Portion of Deficit</u>	<u>County Portion of Deficit</u>
Year 1	100%	0%
Year 2	100%	0%
Year 3	85%	15%
Year 4	75%	25%
Year 5	60%	40%
Year 6	50%	50%
Year 7	35%	65%

Year 8	20%	80%
Year 9 and Subsequent Years	0%	100%

In the event there is a Park Site operation and maintenance surplus in any budget year, such surplus funds (if any) shall be carried forward into the next year's budget and utilized to defray operation and maintenance expenses for such ensuing year. Any remaining operating and maintenance surplus remaining at the end of License Agreement shall be remitted to the County, as the owner of the Park Site. For purposes of this paragraph, the term "deficit" shall mean the net operating and maintenance costs for the Park Site for a given year after any Park Site revenue sources permitted by the License Agreement for the same year have been deducted, and the term "surplus" shall mean any Park Site revenue sources permitted by the License Agreement for a given year that exceed the operating and maintenance costs for the same year. The required deficit and surplus calculations shall follow the County's fiscal year calendar, and any costs or revenues that pre-date October 1 in the year that the Master Developer's License Agreement commences shall be considered part of the Year 1 maintenance period. If Year 8 does not end at the end of a County fiscal year, any operation and maintenance costs incurred by the County, or revenue received by the County, after the County assumes operation and maintenance of the Park Site at the end of Year 8 shall not be included in the deficit calculation for Year 8.

The Master Developer shall provide security for such deficit funding commitment and its License Agreement operation and maintenance obligations through the Master Developer's Community Development District (CDD)'s lawful assessment rights. Furthermore, the Master Developer agrees to include the platted residential lots within the MPUD, as developed in phases but prior to residential occupancy, in the CDD. The CDD's legal authority shall include the ability to assess the platted residential lots within the CDD's boundary, as it exists from time-to-time. The Master Developer shall have the CDD legally established, with the first phase of proposed residential lots within the CDD boundary, not later than the date of conveyance of the Park Site, and commencement of the License Agreement, hereunder. In the event the Master Developer does not establish such a CDD, then the Master Developer shall provide other security reasonably acceptable to the County.

The Master Developer acknowledges that the County's performance of its deficit funding commitment is subject to Section 129.07, Florida Statutes. Nothing in this Agreement shall be construed as a direct or indirect pledge of the County's ad valorem taxing power, and the Master Developer shall not have the ability or authority to compel the County to levy additional ad valorem taxes, or forego essential governmental functions, in order to satisfy the deficit funding commitment. In the event the County does not meet its deficit funding commitment, then the Master Developer (or its designee) shall have the automatic right to pay the County's required share of such deficit funding, and then to avail itself of any of the following, alternative remedies: (i) increase park user fees, charges or other park revenue sources in its sole discretion; or (ii) require the County to pay ad valorem tax refunds to the Master Developer for County general fund ad valorem taxes paid by the Master Developer during or after the year of a default, until the County's required deficit funding commitment has been completely

paid; or (iii) terminate the License Agreement and the Master Developer's subsidy obligations thereunder.

In any event, either the County or the Master Developer may seek other remedies against the other party, in the event of any uncured default hereunder, only to the extent authorized by applicable law, and subject to the dispute resolution process set forth under Section 22, below.

Section 19. Commitment for Use and Assignment of Fee Credits

The County and the School District mutually recognize and agree that the Master Developer would not be fairly compensated under this Agreement for the conveyances of the Park Site and School Site, respectively, unless the Park Fee Credits and School Fee Credits can, in fact, be utilized by the Master Developer to recover the value thereof incident to the development and/or sale of the Starkey Ranch MPUD. Consequently, the County and the School District covenant and agree, as to their respective fee credits to be issued to the Master Developer under this Agreement, as follows:

- A. The County and School District shall ensure that the accounts for the Park Fee Credits and School Fee Credits are established immediately after the Master Developer conveys the respective parcels under this Agreement.
- B. In the event the Master Developer (or its fee credit assignees hereunder) otherwise would be required to pay any parks and recreation impact fees (land portion) or school impact fees for development within Starkey Ranch MPUD prior to issuance of the Park Fee Credits or School Fee Credits under this Agreement, such impact fee payments shall be held in a special impact fee paid account for the Starkey Ranch MPUD and refunded to the Master Developer within forty-five (45) days of issuance of the Park Fee Credits or School Fee Credits (as applicable), with a corresponding reduction in the Park Fee and School Fee credit accounts. The County shall have no obligation to hold the facility portion of any collected parks and recreation impact fees for the Master Developer, unless such fees have been pledged to the Master Developer pursuant to Section 11.
- C. The Master Developer shall establish an impact fee assignment process to ensure that all other developers and builders within the MPUD must first purchase their Park Fee Credits and/or School Fee Credits from the Master Developer, so that the Master Developer can insure its ability to utilize all of such fee credits as are due to Master Developer under this Agreement. In the event any such developer or builder inadvertently pays the County parks and recreation impact fees (land portion) or school impact fees instead of using a credit assignment from the Master Developer, the County agrees to place such fees in a special impact fee paid account for the Starkey Ranch MPUD, and refund such fees within forty-five (45) days of the Master Developer's request, with a corresponding reduction in the Park Fee or School Fee credit account, as applicable.

- D. In addition to the mandatory fee credit assignment process within Starkey Ranch MPUD as set forth above, the Master Developer shall have the right to assign its Park Fee Credits and/or School Fee Credits to other developers and/or builders outside Starkey Ranch MPUD (but within the West Zone for Park Fee Credits), in the Master Developer's discretion and on such terms and conditions as may be reached between the Master Developer and such assignee. The County and the School District, as applicable, agree to honor such written assignments of the Master Developer's fee credits issued under this Agreement, provided that such assignments are otherwise consistent with the terms hereof.
- E. The County and School District agree not to terminate or reduce the applicable impact fees, nor to impose any moratorium with respect thereto, prior to the Master Developer's use of all Park Fee Credits and School Fee Credits (as applicable) under this Agreement. If the County or School District exercise their legislative power in contradiction of this Agreement, then the County or School District (as applicable) shall allocate other non-ad valorem funding sources to compensate the Master Developer in like amount for such loss of ability to utilize such impact fee credits. This paragraph does not apply to the facility portion of parks and recreation impact fees, unless the facility portion is pledged to the Master Developer pursuant to Section 11.

Section 20. Assignment or Delegation by Master Developer

The Master Developer shall have the automatic right, after written notice to the County and School District, to assign its rights and obligations under this Agreement, and/or the continuing License Agreement and/or deficit funding obligations for the Park Site, to any lawfully organized homeowner or property owner's association, Community Development District, special taxing district, successor developer, or property management or sports facility management company; provided, however, that notwithstanding such assignment, the Master Developer shall not be relieved from its legal obligations under this Agreement and shall continue to guarantee the performance by such assignee under this Agreement or the License Agreement (as applicable), unless such assignee provides substitute security that is substantially equal and consistent with the Master Developer's obligations under this Agreement and the License Agreement, as reasonably determined by the County.

Section 21. Notices

Any notice that is authorized or required hereunder may be sent by regular U.S. Mail or overnight delivery service, to the address as set forth below. Such notice shall be deemed effective upon receipt thereof by the party to whom it is addressed, or if sent by U.S. Mail, three (3) business days after deposit in the U.S. Mail.

If to Master Developer:

WS-TSR, LLC

Attn: Reed Berlinsky

521 – 13th Street

St. Cloud, FL 37469

With a Required Copy To:

Tew & Associates

Attn: Joel R. Tew, Esquire

2999 Palm Harbor Blvd, Suite A

Palm Harbor, FL 34683

If to County:

County Administration

Attn: Michele Baker

8731 Citizens Drive

New Port Richey, FL 34654

With a Required Copy To:

County Attorney's Office

Attn: David Goldstein, Esquire

8731 Citizens Drive, Suite 340

New Port Richey, FL 34684

If to School District:

Alison Crumbley, School Board Chairman

District School Board

Pasco County

7227 Land O'Lakes Boulevard

Land O'Lakes, FL 34638

With a Required Copy To:

Kurt S. Browning, Superintendent

District School Board

Pasco County

7227 Land O'Lakes Boulevard

Land O'Lakes, FL 34638

Section 22. Dispute Resolution

In the event there is an unresolved question or dispute under this Agreement involving the Master Developer and related to (i) any aspect of the design, permitting, budget process, or construction of the Master Developer's required Park Site, School Site, or Library-Theatre Site improvements, (ii) the closing and conveyance of the Park Site, School Site, or Library-Theatre Site to the County or School District, as applicable, or (iii) the performance under the License Agreement for the Park Site, then the parties agree that any such dispute shall be addressed by the process set forth below, in the order specified:

- (i) First, the Master Developer's designated "Project Manager" shall meet with the County's designated "Parks and Recreation Supervisor" and Assistant County Administrator-Public Services, and/or the School District's "School Facilities Supervisor" (as applicable) to seek to resolve the issue, which mutually-agreed resolution shall be reached, if at all, within five (5) business days;
- (ii) Next, the Master Developer's designated "Corporate Representative" shall meet with the County Administrator and/or the School Superintendent (or their designee), as applicable, to seek to resolve the issue, which mutually-agreed resolution shall be reached, if at all, within ten (10) additional business days;
- (iii) Next, the disputed issue shall be submitted to the Board of County Commissioners and/or the District's School Board (as applicable), which mutually-agreed resolution shall be reached, if at all, within thirty (30) additional calendar days;
- (iv) Next, the applicable parties shall submit the dispute to the Sixth Judicial Circuit's Mediation Program, from which any impasse or agreed resolution shall be returned to the Board of County Commissioners and/or District's School Board (as applicable), within thirty (30) calendar days for further consideration; and
- (v) Finally, if the dispute still remains unresolved to the mutual satisfaction of all parties, then a party may file an action in the Sixth Judicial Circuit in and for Pasco County, Florida; provided, however, that all parties hereto agree that the matter shall be submitted by agreement for a bench trial before a Circuit Judge, and any party's right to request a jury trial on any matter under this Agreement, is hereby irrevocably waived.

Any other dispute involving the Master Developer under this Agreement, but which is not specified in Section 22, above, may be resolved directly through step (v) above, and on the terms set forth therein, unless the parties agree otherwise at such time.

Any dispute between the public entity parties pursuant to this Agreement, and which does not involve the Master Developer, shall be resolved as set forth in Section 7, above.

Section 23. Miscellaneous Provisions

- A. **Prior Agreements.** This Agreement represents the entire Agreement between the parties and supersedes any and all prior agreements, negotiations, or understandings, whether written or oral, relating to the matters set forth herein. Any prior agreements, negotiations, or understandings, if any, are merged into this Agreement and shall have no further force and effect on this Agreement. However, this Agreement shall not supersede the roadway Development Agreement for the Starkey MPUD or the Starkey MPUD Plan and Conditions of Approval, as approved by the Board of County Commissioners from time-to-time.
- B. **Assignment.** No assignment, delegation, transfer, or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement, except for the delegation and/or assignment authorized by the Master Developer in accordance with Section 20, above.
- C. **Severability.** If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable provided that the material intent, purpose and economic terms of this Agreement remain intact.
- D. **Amendments.** No modification, addendum or amendments to this Agreement shall be made or enforceable unless approved in writing and signed by all parties to this Agreement. Notwithstanding the foregoing, the County and School District may amend Section 7. of this Agreement without the signature of the Master Developer, provided that the amendment does not materially affect any of the Master Developer's rights or obligations in this Agreement.
- E. **Sovereign Immunity; Independence of Public Entity Parties.** Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the County or the School District under Section 768.28, Florida Statutes. The County and the School District shall be and shall act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the School District, the County, and/or any agency thereof. None of the personnel under contract to, employed by or volunteering for the School District shall be deemed in any way to have any contractual relationship with the County and/or agency thereof, and vice versa. The School District shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder, and the County shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.
- F. **Independent Contractor Status; No Joint Ownership; Paramount Public Purpose.** At all times prior to the property conveyances required by Section 15 above, the Master Developer shall be the sole owner of the Park Site, School Site, and Library-Theatre Site. Similarly, after the conveyances required by Section 15 above, the County and/or School District shall be the owner of the Park Site, Library-Theatre Site, and School Site . Consequently, there shall be no joint ownership between the Master Developer, as a private party, and either the County or the School District, as a public party, at any time whatsoever under this Agreement. Without limiting the foregoing, the Master Developer shall not be

deemed a partner, joint venturer or other agent of either the County or the School District under this Agreement, and the Master Developer's obligations hereunder shall be performed solely as an independent contractor for all purposes whatsoever. Furthermore, to the extent public funds are committed hereunder for the acquisition, development and construction, or operation and maintenance under this Agreement, all such expenditures are for public facilities that shall be owned by a public entity, shall be open to the public, and are within the scope of the normal governmental responsibilities of the County and the School District, respectively; consequently, all such expenditures shall serve a paramount public purpose. Any budget allocations, loans, advances or other funding mechanisms utilized hereunder by any public party shall be provided solely to pay for the acquisition of public lands to be owned by such public parties, or to pay such public party's allocated share of operating and maintenance expenses for facilities or services provided to the public, and shall not constitute the provision of any credit to any private party.

- G. Third Party Beneficiaries.** The parties hereby acknowledge and agree that it is not the intent of any party to this Agreement to confer any rights upon any other persons or entities who are not a party to this Agreement. No person or entity not a party to this Agreement shall have any claim or cause of action against the County, the School District, or the Master Developer (or its designee or assignee) for the failure of any party to perform in accordance with this Agreement.
- H. Attorney Fees and Costs.** In the event of any arbitration or litigation under this Agreement, or related hereto, the prevailing party shall recover reasonable attorney's fees, including any incurred on appeal, together with reasonable out-of-pocket third-party costs incurred in connection therewith.
- I. Covenant of Non-Objection.** The School District acknowledges that the Master Developer is providing the School Site and Shared-Use Facilities Site immediately adjacent to the Master Developer's mixed-use community, which is approved by the County for, and shall contain, a variety of residential and non-residential uses in immediate proximity to the School District's facilities. Consequently, in further consideration for the Master Developer's commitments under this Agreement, the School District irrevocably covenants and agrees not to object to, and hereby consents to, any use within the Master Developer's community that is allowed by the County's MPUD zoning approval from time to time, including any commercial or retail uses that may include new applications or variances or conditional uses to authorize the sale or consumption of alcoholic beverages incident to those approved uses.
- J. Naming Rights and Requirements.** The County agrees that the District Park site (other than the Shared Use Facilities) shall be designated and named as the "Starkey Ranch District Park;" provided, however, that the County's Licensee for the County Facilities within the District Park shall have certain naming rights for sub-parts or facilities components within the County Facilities portion of the District Park, pursuant to the License Agreement. With respect to the School Site, Shared Use Facilities, and the Library-Theatre Site, the County or School District, as applicable, shall have the right to designate the name thereof; provided, however, that in each case the designated name either shall include "Starkey Ranch," or the name shall be followed by "at Starkey Ranch."

Section 24. Effective Date; Filing with Clerk of Court

This Agreement shall become effective (the "Effective Date") upon the last to occur of the following event: (i) formal approval by the Board of County Commissioners for Pasco County, Florida, and execution hereof by the Chairperson thereof, and (ii) formal approval by the District School Board for Pasco County, Florida, and execution hereof by the Chairperson thereof. This Agreement shall be pre-executed by the Master Developer and tendered to the County and School District for formal consideration and adoption by their respective Board(s). In the event this Agreement is not adopted and executed on behalf of both the County and the School District on or before December 31, 2013, the Master Developer shall have the right to withdraw this Agreement from consideration. Within ten (10) days after formal approval and execution by all parties, this Agreement shall be filed in the official records of Pasco County, Florida, with its Clerk of Court.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Pasco County Board of County Commissioners, the District School Board of Pasco County, and WS-TSR, LLC, on the dates indicated below:

MASTER DEVELOPER

WS-TSR, LLC

By: *Reed Beelinson*

Name: REED BEELINSON

Title: Authorized Signatory

Date: 12/17/13



Paula S. O'Neil

Paula S. O'Neil, Ph.D.

Clerk & Comptroller

Date: _____

BOARD OF COUNTY COMMISSIONERS

OF PASCO COUNTY, FLORIDA

By: *Jack Mariano*

Jack Mariano, Chairman

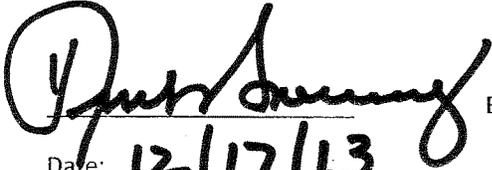
APPROVED
IN SESSION

DEC 17 2013

PASCO COUNTY
BOC

ATTEST:

DISTRICT SCHOOL BOARD OF PASCO COUNTY


Date: 12/17/13

By: 
Chairman

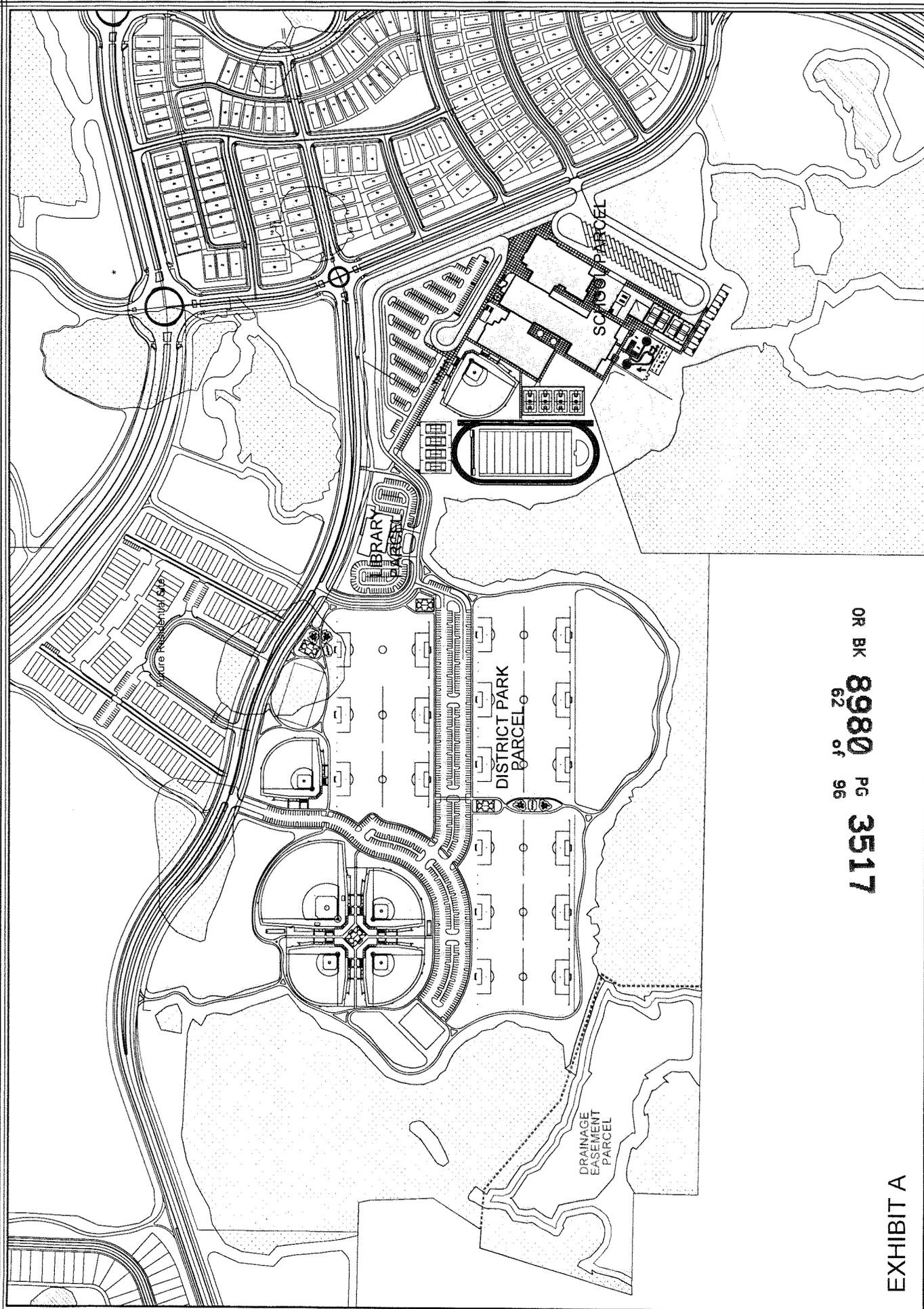
APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____

Attorney for District School Board

Schedule of Exhibits

Exhibit A	Conceptual Master Site Plan (Park Site; School Site; Library-Theatre Site)
Exhibit A-1	Park Site Depiction/Legal Description
Exhibit A-2	Master Developer's Drainage Easement Area/Legal Description
Exhibit A-3	School Site Depiction/Legal Description
Exhibit A-4	Library-Theatre Site Depiction/Legal Description
Exhibit A-5	Depiction of Shared-Use Facilities (Section 7)
Exhibit B	Preliminary Park Site Budget
Exhibit C	Preliminary School Site Budget
Exhibit D	Preliminary Library-Theatre Site Budget
Exhibit E	Depiction of Developer's Off-Site Obligations (Roadways & Utilities)
Exhibit F	District Park License Agreement Form
Exhibit G	Park Site Maintenance/Quality Control Standards



OR BK **8980** PG **3517**
 62 of 96

EXHIBIT A

EXHIBIT A-1

PARK SITE

DESCRIPTION: A parcel of land lying in Sections 20, 21, 28, and 29, Township 26 South, Range 17 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 21, Township 26 South, Range 17 East; thence along the West boundary of the Southwest 1/4 of said Section 21, N.00°30'39"E., 86.29 feet to a point on a curve; thence Southeasterly, 319.48 feet along the arc of said curve to the left having a radius of 1,232.00 feet and a central angle of 14°51'28" (chord bearing S.77°25'54"E., 318.58 feet) to the **POINT OF BEGINNING**; thence continue Southeasterly, 187.65 feet along the arc of said curve to the left having a radius of 1,232.00 feet and a central angle of 08°43'36" (chord bearing S.89°13'26"E., 187.47 feet) to a point of tangency; thence N.86°24'45"E., 231.03 feet; thence S.30°00'00"W., 236.08 feet; thence S.60°00'00"E., 172.99 feet; thence S.30°00'00"W., 66.91 feet; thence S.60°00'43"E., 98.97 feet; thence S.30°00'00"W., 321.47 feet; thence S.07°21'20"W., 10.84 feet; thence S.60°00'00"E., 129.00 feet; thence S.29°59'59"W., 213.94 feet; thence N.60°00'00"W., 101.96 feet; thence S.70°51'43"W., 606.21 feet to a point on the East boundary of the North 1/2 of the Northeast 1/4 of said Section 29; thence along said East boundary of the North 1/2 of the Northeast 1/4 of Section 29, S.00°14'57"W., 264.49 feet to the Southeast corner of said North 1/2 of the Northeast 1/4 of Section 29; thence along the South boundary of said North 1/2 of the Northeast 1/4 of Section 29, N.89°07'59"W., 2,489.02 feet to the Southeast corner of that certain parcel of land described in Official Records Book 8276, Page 30, of the Public Records of Pasco County, Florida; thence along the Easterly boundary of said parcel of land described in Official Records Book 8276, Page 30, N.00°52'01"E., a distance of 250.04 feet to the intersection of the North boundary of Lot 16, and the Easterly extension thereof, WEST PASCO INDUSTRIAL PARK - PHASE II UNIT 3, according to the plat thereof, recorded in Plat Book 45, Page 55, of the Public Records of Pasco County, Florida; thence along said North boundary of Lot 16, also being the Easterly boundary and the Easterly extension thereof, WEST PASCO INDUSTRIAL PARK - PHASE II UNIT 3, the following seven (7) courses: 1) N.89°08'58"W., a distance of 386.12 feet to the East boundary of Tract "A", per said plat of WEST PASCO INDUSTRIAL PARK - PHASE II UNIT 3; 2) along said East boundary of Tract "A", N.16°19'01"E., a distance of 353.90 feet; 3) along said East boundary of Tract "A", N.16°16'05"E., a distance of 265.90 feet; 4) along said East boundary of Tract "A", S.85°27'03"E., a distance of 69.93 feet; 5) along said East boundary of Tract "A", N.32°24'08"E., a distance of 221.81 feet; 6) along said East boundary of Tract "A", N.02°16'12"W., a distance of 247.21 feet; 7) along said East boundary of Tract "A", N.10°26'57"W., a distance of 43.73 feet to a point on the North boundary of aforesaid North 1/2 of the Northeast 1/4 of Section 29, said point also being the Northeast corner of said Tract "A", also being the Northeast corner of aforesaid parcel of land described in Official Records Book 8276, Page 30; thence along said North boundary of the North 1/2 of the Northeast 1/4 of Section 29, also being the North boundary of aforesaid Tract "A", and the North boundary of aforesaid parcel of land described in Official Records Book 8276, Page 30, N.89°06'30"W., a distance of 112.84 feet to the Northwest corner of said North 1/2 of the Northeast 1/4 of Section 29; thence along the West boundary of the Southeast 1/4 of aforesaid Section 20, N.00°21'24"E., a distance of 622.73 feet; thence N.70°46'23"E., a distance of 596.08 feet to a point of curvature; thence Easterly, 788.06 feet along the arc of a curve to the right having a radius of 745.00 feet and a central angle of 60°36'26" (chord bearing S.78°55'24"E., 751.83 feet) to a point of reverse curvature; thence Southeasterly, 635.82 feet along the arc of a curve to the left having a radius of 1,132.00 feet and a central angle of 32°10'55" (chord bearing S.64°42'38"E., 627.50 feet) to a point of reverse curvature; thence Southeasterly, 507.55 feet along the arc of a curve to the right having a radius of 1,068.00 feet and a central angle of 27°13'45" (chord bearing S.67°11'13"E., 502.79 feet) to a point of reverse curvature; thence Southeasterly, 192.10 feet along the arc of a curve to the left having a radius of 1,232.00 feet and a central angle of 08°56'02" (chord bearing S.58°02'22"E., 191.91 feet) to a point on a curve; thence Southwesterly, 114.32 feet along the arc of said curve to the left having a radius of 222.00 feet and a central angle of 29°30'20" (chord bearing S.14°45'10"W., 113.06 feet) to a point of tangency; thence S.00°00'00"W., 101.46 feet to a point of curvature; thence Southeasterly, 144.51 feet along the arc of said curve to the left having a radius of 92.00 feet and a central angle of 90°00'00" (chord bearing S.45°00'00"E., 130.11 feet) to a point of tangency; thence S.90°00'00"E., 34.19 feet to a point of curvature; thence Southeasterly, 124.20 feet along the arc of said curve to the right having a radius of 513.00 feet and a central angle of 13°52'18" (chord bearing S.83°03'51"E., 123.90 feet) to a point of reverse curvature; thence Southeasterly, 117.57 feet along the arc of said curve to the left having a radius of 1453.00 feet and a central angle of 04°38'10" (chord bearing S.78°26'47"E., 117.54 feet) to a point of compound curvature; thence Northeasterly, 71.67 feet along the arc of said curve to the left having a radius of 72.00 feet and a central angle of 57°02'12" (chord bearing N.70°43'02"E., 68.75 feet) to a point of tangency; thence N.42°11'56"E., 7.60 feet to a point of curvature; thence Northeasterly, 86.48 feet along the arc of said curve to the left having a radius of 149.00 feet and a central angle of 33°15'16" (chord bearing N.25°34'18"E., 85.27 feet) to a point of tangency; N.08°56'40"E., 103.12 feet to the **POINT OF BEGINNING**.

Containing 128.923 acres (5,615,881 square feet), more or less.

**STARKEY RANCH
PARK SITE**



GeoPoint
Surveying, Inc.

1403 E. 5th Avenue Phone: (813) 248-8888
Tampa, Florida 33605 Fax: (813) 248-2266
www.geopointsurvey.com Licensed Business Number LB 7768

Drawn: SEC Date: 12/06/13 Date File: N/A
Check: DAW P.C.: NAD Field Book: N/A
Section: 20, 21, 28 & 29 Twn. 26S Rng. 17E Job #: WSC-SR-015H

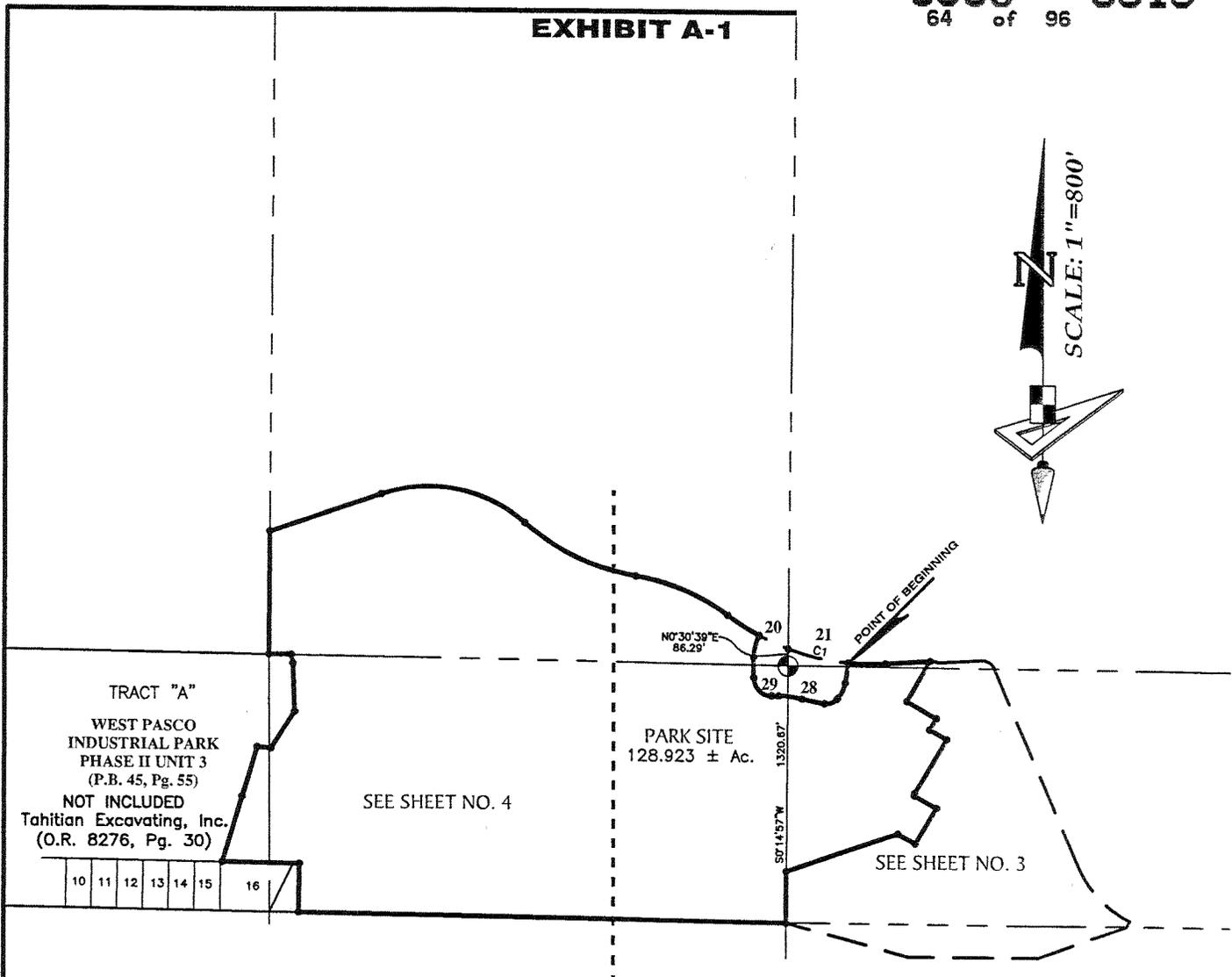
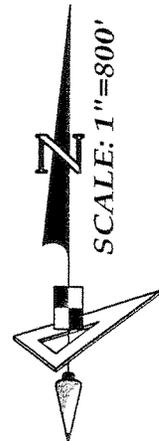
Prepared For: Wheelock Street Capital, LLC

**DESCRIPTION
SKETCH**
(Not a Survey)

REVISIONS			
No.	Date	Description	Dwn.
1	12/17/13	Revise Parcel	SEC
Sheet No. 1 of 4 Sheets			

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EXHIBIT A-1



TRACT "A"
WEST PASCO
INDUSTRIAL PARK
PHASE II UNIT 3
(P.B. 45, Pg. 55)
NOT INCLUDED
Tahitian Excavating, Inc.
(O.R. 8276, Pg. 30)

PARK SITE
128.923 ± Ac.

SEE SHEET NO. 4

SEE SHEET NO. 3

10	11	12	13	14	15	16
----	----	----	----	----	----	----

Bearings shown hereon are based on the East Boundary of the North 1/2 of the Northeast 1/4 of Section 29-26-17, Pasco County, Florida, having a Grid bearing of S.00°14'57"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2007 ADJUSTMENT) for the West Zone of Florida.

**STARKEY RANCH
PARK SITE**

Prepared For: Wheelock Street Capital, LLC



GeoPoint
Surveying, Inc.

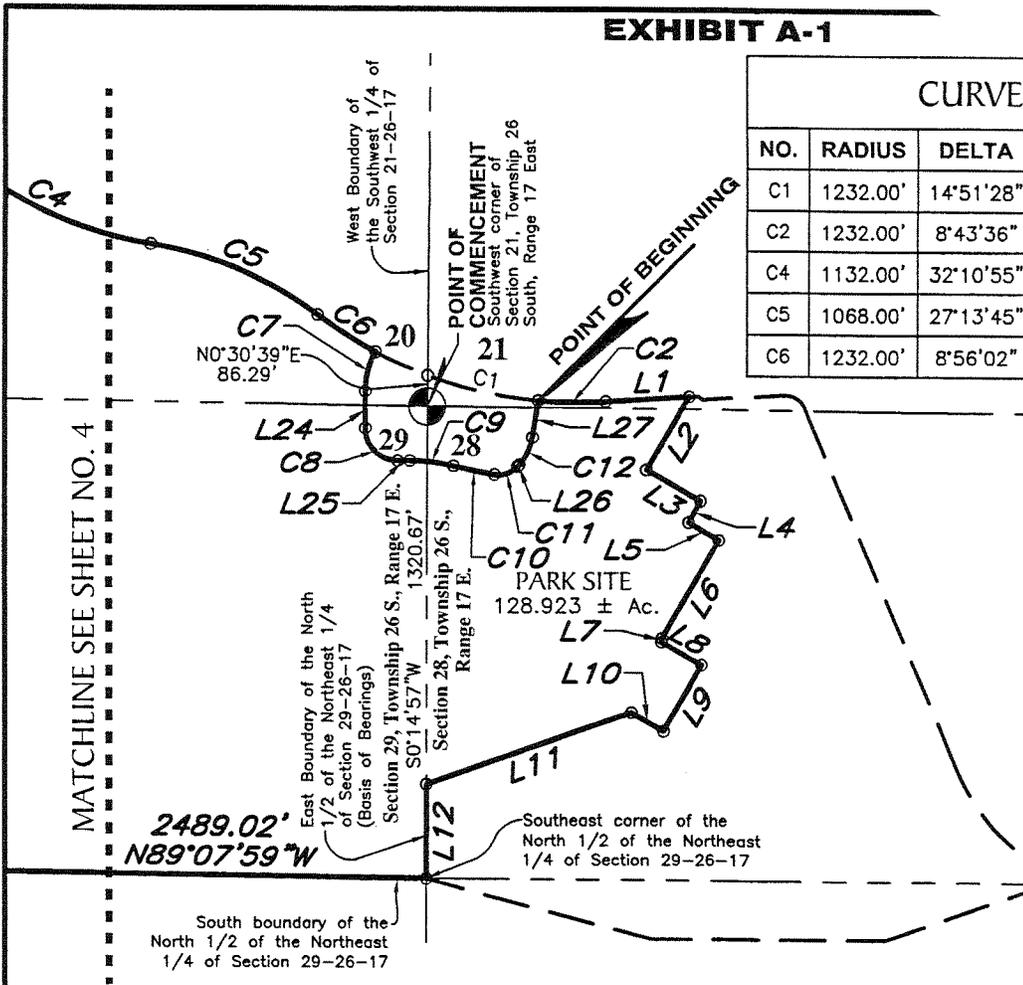
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Tampa, Florida 33605 Fax: (813) 248-2266
www.geopointsurvey.com Licensed Business Number LB 7768

**DESCRIPTION
SKETCH**
(Not a Survey)

Drawn: SEC	Date: 12/06/13	Data File: N/A
Check: DAW	P.C.: NAD	Field Book: N/A
Section: 20, 21, 28 & 29 Twn. 26S Rng. 17E		Job #: WSC-SR-015H

Sheet No. 2 of 4 Sheets

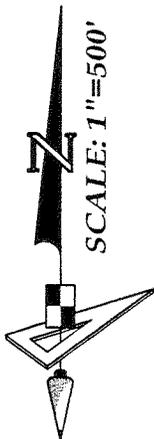
EXHIBIT A-1



NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	1232.00'	14°51'28"	319.48'	318.58'	S 77°25'54" E
C2	1232.00'	8°43'36"	187.65'	187.47'	S 89°13'26" E
C4	1132.00'	32°10'55"	635.82'	627.50'	S 64°42'38" E
C5	1068.00'	27°13'45"	507.55'	502.79'	S 67°11'13" E
C6	1232.00'	8°56'02"	192.10'	191.91'	S 58°02'22" E

NO.	BEARING	LENGTH
L1	N 86°24'45" E	231.03'
L2	S 30°00'00" W	236.08'
L3	S 60°00'00" E	172.99'
L4	S 30°00'00" W	66.91'
L5	S 60°00'43" E	98.97'
L6	S 30°00'00" W	321.47'
L7	S 07°21'20" W	10.84'
L8	S 60°00'00" E	129.00'
L9	S 29°59'59" W	213.94'
L10	N 60°00'00" W	101.96'
L11	S 70°51'43" W	606.21'
L12	S 00°14'57" W	264.49'
L24	S 00°00'00" W	101.46'
L25	S 90°00'00" E	34.19'
L26	N 42°11'56" E	7.60'
L27	N 08°56'40" E	103.12'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C7	222.00'	29°30'20"	114.32'	113.06'	S 14°45'10" W
C8	92.00'	90°00'00"	144.51'	130.11'	S 45°00'00" E
C9	513.00'	13°52'18"	124.20'	123.90'	S 83°03'51" E
C10	1453.00'	4°38'10"	117.57'	117.54'	S 78°26'47" E
C11	72.00'	57°02'12"	71.67'	68.75'	N 70°43'02" E
C12	149.00'	33°15'16"	86.48'	85.27'	N 25°34'18" E



STARKEY RANCH
PARK SITE

REVISIONS			
No.	Date	Description	Dwn.
1	12/17/13	Revise Parcel	SEC

Sheet No. 3 of 4 Sheets

Prepared For: Wheelock Street Capital, LLC

DESCRIPTION
SKETCH
(Not a Survey)

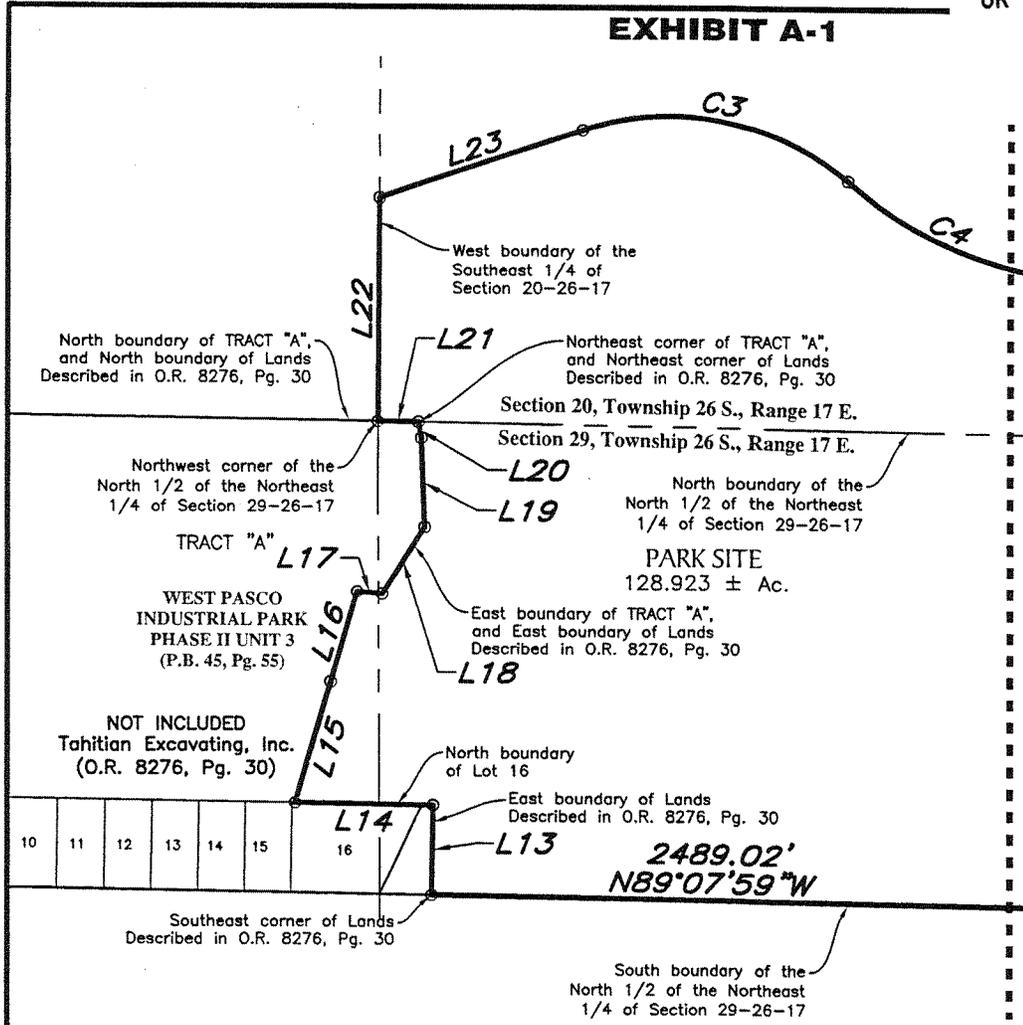
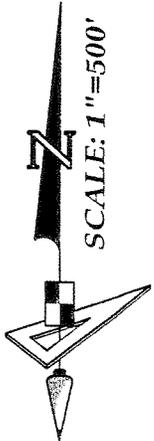
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Drawn: SEC	Date: 12/06/13	Data File: N/A
Check: DAW	P.C.: NAD	Field Book: N/A
Section: 20, 21, 28 & 29 Twn. 26S Rng. 17E		Job #: WSC-SR-015H

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EXHIBIT A-1



MATCHLINE SEE SHEET NO. 3

LINE DATA TABLE		
NO.	BEARING	LENGTH
L13	N 00°52'01" E	250.04'
L14	N 89°08'58" W	386.12'
L15	N 16°19'01" E	353.90'
L16	N 16°16'05" E	265.90'
L17	S 85°27'03" E	69.93'
L18	N 32°24'08" E	221.81'
L19	N 02°16'12" W	247.21'
L20	N 10°26'57" W	43.73'
L21	N 89°06'30" W	112.84'
L22	N 00°21'24" E	622.73'
L23	N 70°46'23" E	596.08'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C3	745.00'	60°36'26"	788.06'	751.83'	S 78°55'24" E
C4	1132.00'	32°10'55"	635.82'	627.50'	S 64°42'38" E

**STARKEY RANCH
PARK SITE**

REVISIONS			
No.	Date	Description	Dwn.
1	12/17/13	Revise Parcel	SEC

Prepared For: Wheelock Street Capital, LLC

**DESCRIPTION
SKETCH**
(Not a Survey)



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Licensed Business Number LB 7768

Drawn: SEC	Date: 12/06/13	Data File: N/A
Check: DAW	P.C.: NAD	Field Book: N/A
Section: 20, 21, 28 & 29 Twn. 26S Rng. 17E		Job #: WSC-SR-015H

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EXHIBIT A-2

OR BK **8980** PG **3522**
67 of 96

DRAINAGE EASEMENT

DESCRIPTION: A parcel of land lying in Section 29, Township 26 South, Range 17 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 29, Township 26 South, Range 17 East, run thence along the East boundary of the North 1/2 of the Northeast 1/4 of said Section 29, S.00°14'57"W., a distance of 1,320.67 feet to the Southeast corner thereof; thence along the South boundary of said North 1/2 of the Northeast 1/4 of Section 29, the following two (2) courses: 1) N.89°07'59"W., a distance of 1,680.37 feet to the **POINT OF BEGINNING**; 2) continue N.89°07'59"W., a distance of 808.65 feet to the Southeast corner of that certain parcel of land described in Official Records Book 8276, Page 30, of the Public Records of Pasco County, Florida; thence along the Easterly boundary of said parcel of land described in Official Records Book 8276, Page 30, N.00°52'01"E., a distance of 250.04 feet to the intersection of the North boundary of Lot 16, and the Easterly extension thereof, WEST PASCO INDUSTRIAL PARK - PHASE II UNIT 3, according to the plat thereof, recorded in Plat Book 45, Page 55, of the Public Records of Pasco County, Florida; thence along said North boundary of Lot 16, also being the Easterly boundary and the Easterly extension thereof, WEST PASCO INDUSTRIAL PARK - PHASE II UNIT 3, the following four (4) courses: 1) N.89°08'58"W., a distance of 386.12 feet to the East boundary of Tract "A", per said plat of WEST PASCO INDUSTRIAL PARK - PHASE II UNIT 3; 2) along said East boundary of Tract "A", N.16°19'01"E., a distance of 353.90 feet; 3) along said East boundary of Tract "A", N.16°16'05"E., a distance of 265.90 feet; 4) along said East boundary of Tract "A", S.85°27'03"E., a distance of 69.93 feet; thence continue, S.85°27'03"E., a distance of 153.99 feet; thence S.49°43'30"E., a distance of 458.13 feet; thence S.71°40'31"E., a distance of 513.29 feet; thence S.32°19'43"W., a distance of 80.55 feet; thence SOUTH, a distance of 319.51 feet to the **POINT OF BEGINNING**.

Containing 14.663 acres (638,717 square feet), more or less.

**STARKEY RANCH
DRAINAGE EASEMENT**



REVISIONS			
No.	Date	Description	Dwn.
Sheet No. 1 of 2 Sheets			

Prepared For: Wheelock Street Capital, LLC

**DESCRIPTION
SKETCH**
(Not a Survey)

GeoPoint
Surveying, Inc.

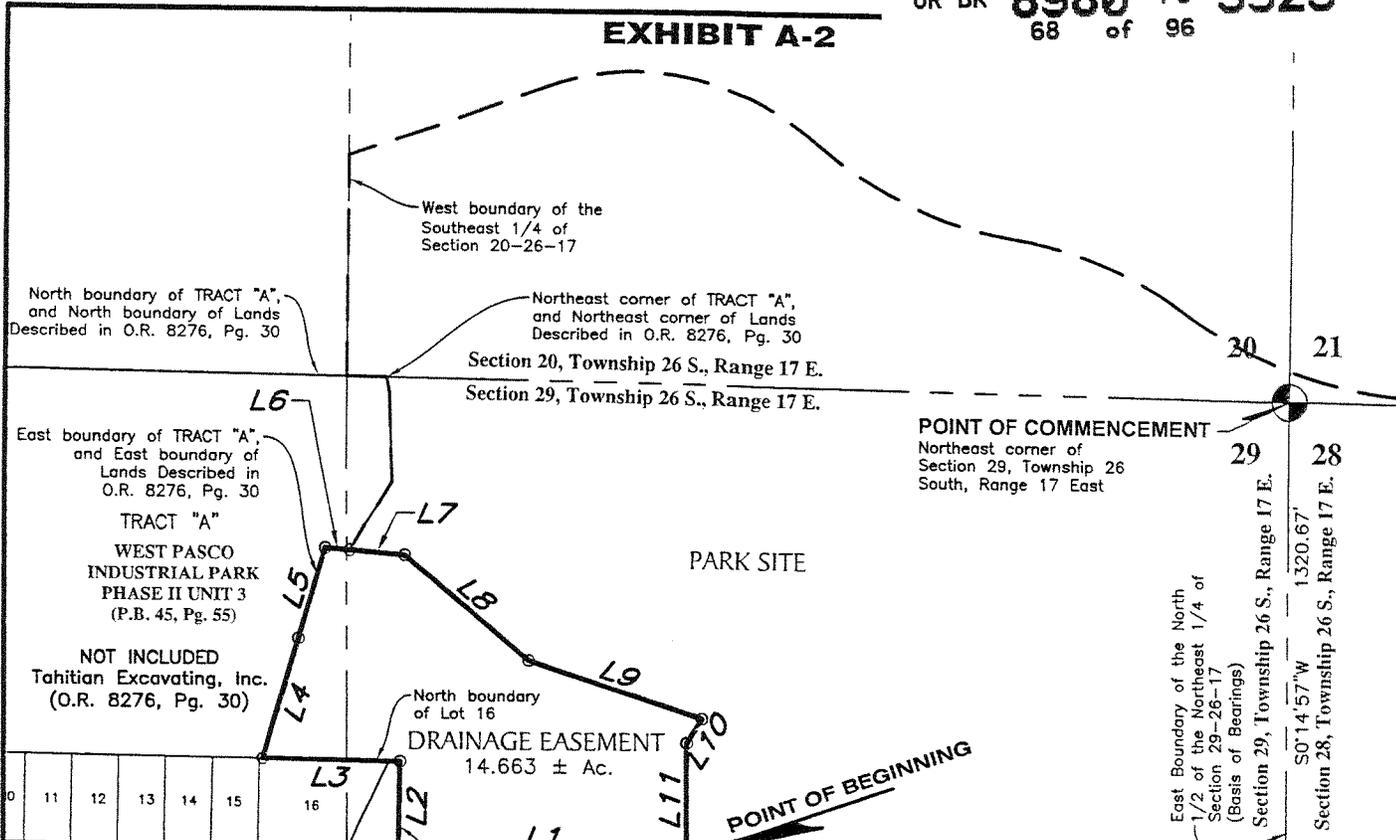
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Licensed Business Number LB 7768

Drawn: SEC	Date: 12/06/13	Data File: N/A
Check: DAW	P.C.: NAD	Field Book: N/A
Section: 29 Twn. 26S Rng. 17E		Job #: WSC-SR-015H

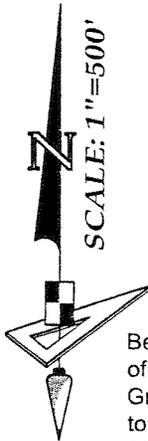
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EXHIBIT A-2



LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 89°07'59" W	808.65'
L2	N 00°52'01" E	250.04'
L3	N 89°08'58" W	386.12'
L4	N 16°19'01" E	353.90'
L5	N 16°16'05" E	265.90'
L6	S 85°27'03" E	69.93'
L7	S 85°27'03" E	153.99'
L8	S 49°43'30" E	458.13'
L9	S 71°40'31" E	513.29'
L10	S 32°19'43" W	80.55'
L11	S 00°00'00" E	319.51'



Bearings shown hereon are based on the East Boundary of the North 1/2 of the Northeast 1/4 of Section 29-26-17, Pasco County, Florida, having a Grid bearing of S.00°14'57"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2007 ADJUSTMENT) for the West Zone of Florida.

STARKEY RANCH DRAINAGE EASEMENT

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: Wheelock Street Capital, LLC

DESCRIPTION SKETCH
(Not a Survey)

GeoPoint
Surveying, Inc.

1403 E. 5th Avenue
Tampa, Florida 33605
www.geopointsurvey.com

Phone: (813) 248-8888
Fax: (813) 248-2266
Licensed Business Number LB 7768

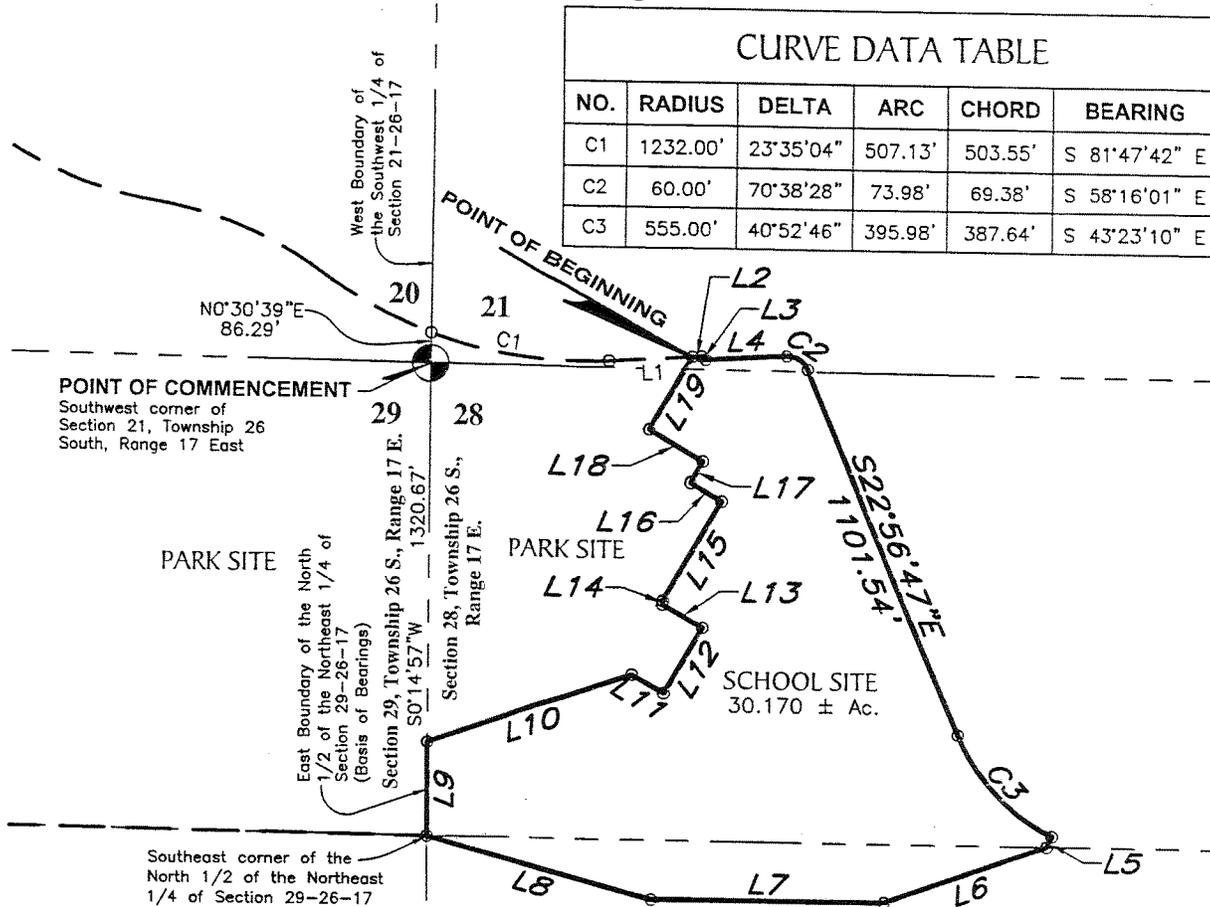
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Check: DAW	P.C.: NAD	Field Book: N/A
Section: 29 Twn. 26S Rng. 17E		Job #: WSC-SR-015H

Sheet No. 2 of 2 Sheets

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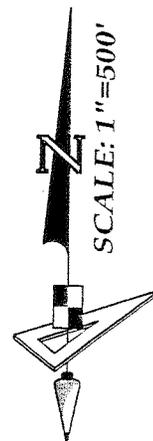
EXHIBIT A-3

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	1232.00'	23°35'04"	507.13'	503.55'	S 81°47'42" E
C2	60.00'	70°38'28"	73.98'	69.38'	S 58°16'01" E
C3	555.00'	40°52'46"	395.98'	387.64'	S 43°23'10" E



NO.	BEARING	LENGTH
L1	N 86°24'45" E	231.03'
L2	N 86°24'45" E	26.25'
L3	S 51°49'48" E	15.02'
L4	N 86°24'45" E	223.60'
L5	S 26°10'27" W	33.33'
L6	S 70°19'22" W	484.30'
L7	N 90°00'00" W	649.39'
L8	N 74°57'17" W	653.68'
L9	N 00°14'57" E	264.49'
L10	N 70°51'43" E	606.21'

NO.	BEARING	LENGTH
L11	S 60°00'00" E	101.96'
L12	N 29°59'59" E	213.94'
L13	N 60°00'00" W	129.00'
L14	N 07°21'20" E	10.84'
L15	N 30°00'00" E	321.47'
L16	N 60°00'43" W	98.97'
L17	N 30°00'00" E	66.91'
L18	N 60°00'00" W	172.99'
L19	N 30°00'00" E	236.08'



STARKEY RANCH SCHOOL SITE

No.	Date	Description	Dwn.

Prepared For: Wheelock Street Capital, LLC

DESCRIPTION SKETCH
(Not a Survey)



1403 E. 5th Avenue
Tampa, Florida 33605
www.geopointsurveying.com
Phone: (813) 248-8888
Fax: (813) 248-2266
Licensed Business Number LB 7768

Drawn: SEC	Date: 12/06/13	Data File: N/A
Check: DAW	P.C.: NAD	Field Book: N/A
Section: 21 & 28 Twn. 26S Rng. 17E	Job #: WSC-SR-015H	

EXHIBIT A-3

SCHOOL SITE

DESCRIPTION: A parcel of land lying in Sections 21, and 28, Township 26 South, Range 17 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 21, Township 26 South, Range 17 East; thence along the West boundary of the Southwest 1/4 of said Section 21, N.00°30'39"E., 86.29 feet to a point on a curve; thence Southeasterly, 507.13 feet along the arc of said curve to the left having a radius of 1,232.00 feet and a central angle of 23°35'04" (chord bearing S.81°47'42"E., 503.55 feet) to a point of tangency; thence N.86°24'45"E., 231.03 feet to the **POINT OF BEGINNING**; continue N.86°24'45"E., 26.25 feet; thence S.51°49'48"E., 15.02 feet; thence N.86°24'45"E., 223.60 feet to a point of curvature; thence Southeasterly, 73.98 feet along the arc of said curve to the right having a radius of 60.00 feet and a central angle of 70°38'28" (chord bearing S.58°16'01"E., 69.38 feet) to a point of tangency; thence S.22°56'47"E., 1101.54 feet to a point of curvature; thence Southeasterly, 395.98 feet along the arc of said curve to the left having a radius of 555.00 feet and a central angle of 40°52'46" (chord bearing S.43°23'10"E., 387.64 feet); thence S.26°10'27"W., 33.33 feet; thence S.70°19'22"W., 484.30 feet; thence WEST, 649.39 feet; thence N.74°57'17"W., 653.68 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of said Section 29; thence along the East boundary of said North 1/2 of the Northeast 1/4 of Section 29, N.00°14'57"E., 264.49 feet; thence N.70°51'43"E., 606.21 feet; thence S.60°00'00"E., 101.96 feet; thence N.29°59'59"E., 213.94 feet; thence N.60°00'00"W., 129.00 feet; thence N.07°21'20"E., 10.84 feet; thence N.30°00'00"E., 321.47 feet; thence N.60°00'43"W., 98.97 feet; thence N.30°00'00"E., 66.91 feet; thence N.60°00'00"W., 172.99 feet; thence N.30°00'00"E., 236.08 feet to the **POINT OF BEGINNING**.

Containing 30.170 acres (1,314,220 square feet), more or less.

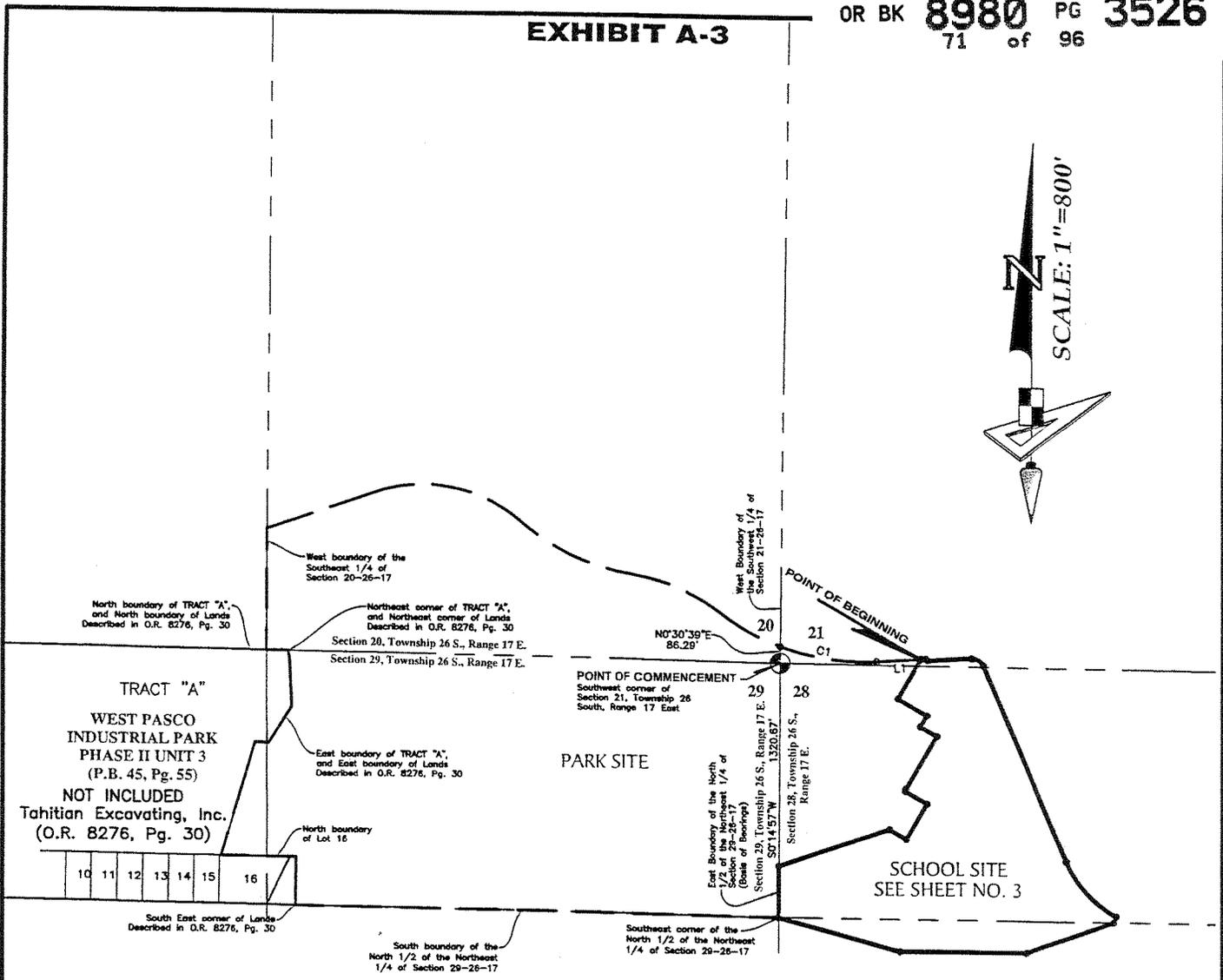
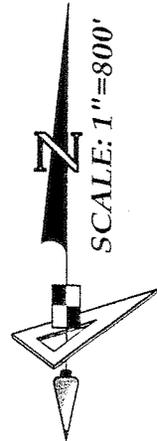
**STARKEY RANCH
SCHOOL SITE**



REVISIONS				Prepared For: Wheelock Street Capital, LLC	
No.	Date	Description	Dwn.	DESCRIPTION SKETCH (Not a Survey)	
Sheet No. 1 of 3 Sheets				GeoPoint Surveying, Inc. 1403 E. 5th Avenue Tampa, Florida 33605 www.geopointsurveying.com Phone: (813) 248-8888 Fax: (813) 248-2266 Licensed Business Number LB 7768	
Drawn: SEC		Date: 12/06/13	Data File: N/A		
Check: DAW		P.C.: NAD	Field Book: N/A		
Section: 21 & 28 Twn. 26S Rng. 17E			Job #: WSC-SR-015H		

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EXHIBIT A-3



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	1232.00'	23°35'04"	507.13'	503.55'	S 81°47'42" E

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 86°24'45" E	231.03'

Bearings shown hereon are based on the East Boundary of the North 1/2 of the Northeast 1/4 of Section 29-26-17, Pasco County, Florida, having a Grid bearing of S.00°14'57"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2007 ADJUSTMENT) for the West Zone of Florida.

**STARKEY RANCH
SCHOOL SITE**

Prepared For: Wheelock Street Capital, LLC

REVISIONS			
No.	Date	Description	Dwn.

**DESCRIPTION
SKETCH**
(Not a Survey)

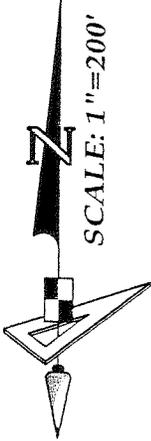


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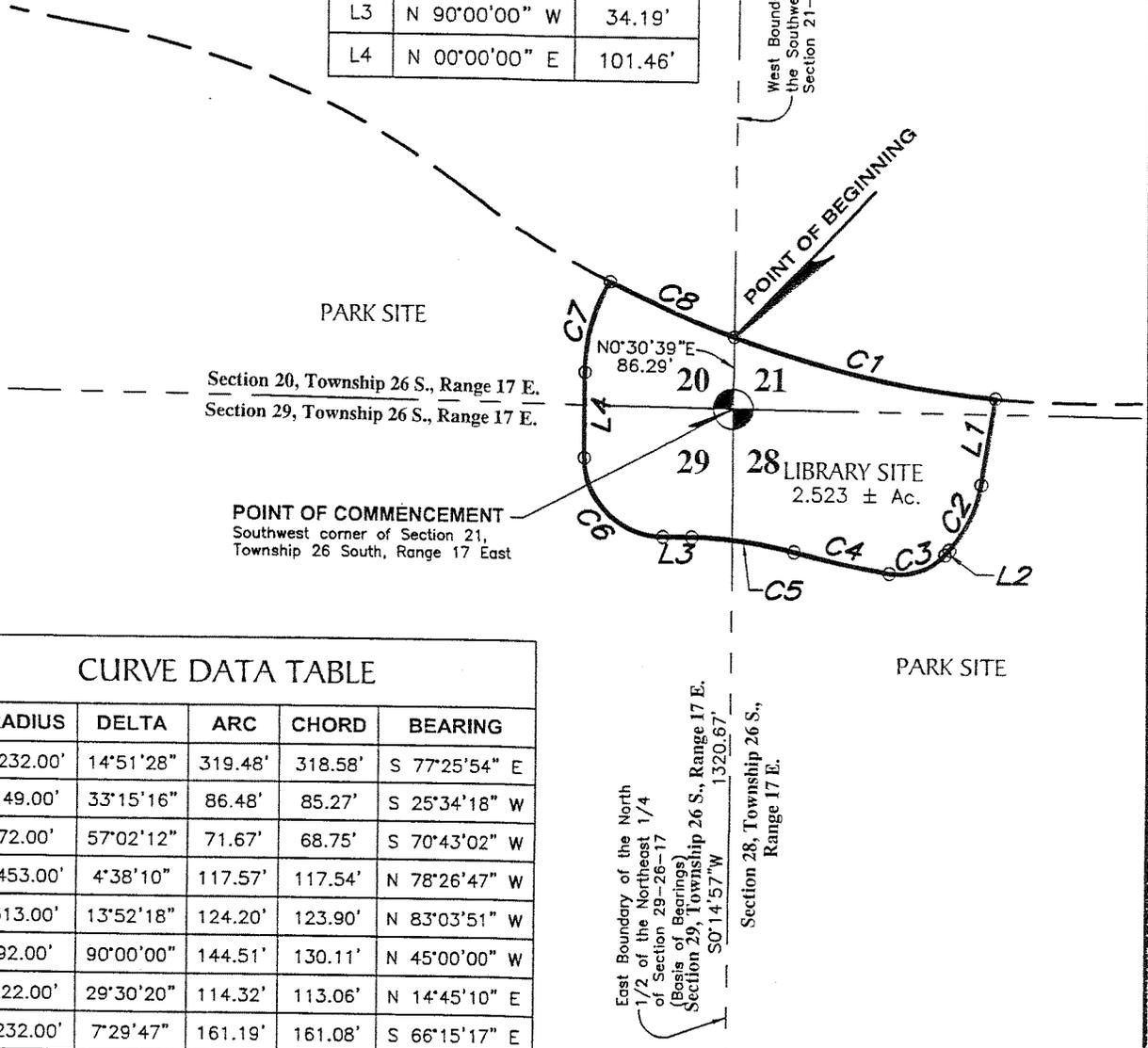
Drawn: SEC	Date: 12/06/13	Data File: N/A
Check: DAW	P.C.: NAD	Field Book: N/A
Section: 21 & 28 Twn. 26S Rng. 17E	Job #: WSC-SR-015H	

DWG NAME: P:\STARKEY RANCH\DESCRIPTIONS\STARKEY-WHEELOCK-SCHOOL-SITE-DS.DWG PLOTTED BY: SCOTT CROMWELL ON: 12/11/2013 3:16 PM LAST SAVED BY: SCOTT CROMWELL ON: 12/11/2013 2:12 PM

EXHIBIT A-4



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 08°56'40" W	103.12'
L2	S 42°11'56" W	7.60'
L3	N 90°00'00" W	34.19'
L4	N 00°00'00" E	101.46'



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	1232.00'	14°51'28"	319.48'	318.58'	S 77°25'54" E
C2	149.00'	33°15'16"	86.48'	85.27'	S 25°34'18" W
C3	72.00'	57°02'12"	71.67'	68.75'	S 70°43'02" W
C4	1453.00'	4°38'10"	117.57'	117.54'	N 78°26'47" W
C5	513.00'	13°52'18"	124.20'	123.90'	N 83°03'51" W
C6	92.00'	90°00'00"	144.51'	130.11'	N 45°00'00" W
C7	222.00'	29°30'20"	114.32'	113.06'	N 14°45'10" E
C8	1232.00'	7°29'47"	161.19'	161.08'	S 66°15'17" E

**STARKEY RANCH
LIBRARY SITE**

Prepared For: Wheelock Street Capital, LLC

REVISIONS			
No.	Date	Description	Dwn.

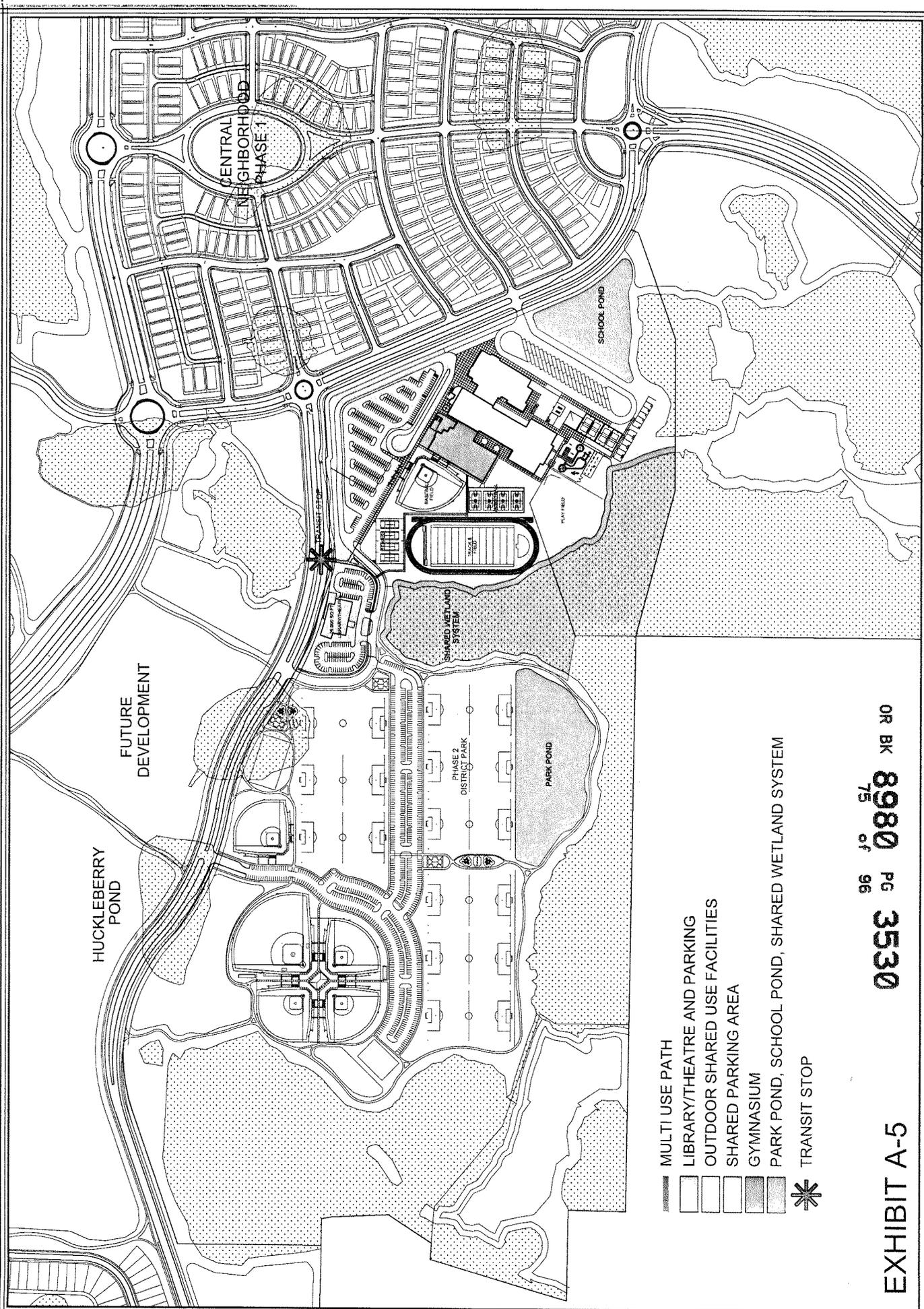
**DESCRIPTION
SKETCH**
(Not a Survey)

GeoPoint
Surveying, Inc.

1403 E. 5th Avenue Phone: (813) 248-8888
Tampa, Florida 33605 Fax: (813) 248-2266
www.geopointsurveying.com Licensed Business Number LB 7768

Drawn: SEC	Date: 12/06/13	Data File: N/A
Check: DAW	P.C.: NAD	Field Book: N/A
Section: 20, 21, 28 & 29 Twn. 26S Rng. 17E		Job #: WSC-SR-015H

Sheet No. 3 of 3 Sheets



- MULTI USE PATH
- LIBRARY/THEATRE AND PARKING
- OUTDOOR SHARED USE FACILITIES
- SHARED PARKING AREA
- GYMNASIUM
- PARK POND, SCHOOL POND, SHARED WETLAND SYSTEM
- ★ TRANSIT STOP

OR BK
 75 of 96 PG 0880
 3530

EXHIBIT A-5

**Starkey Ranch
Exhibit B
Preliminary Park Site Budget**

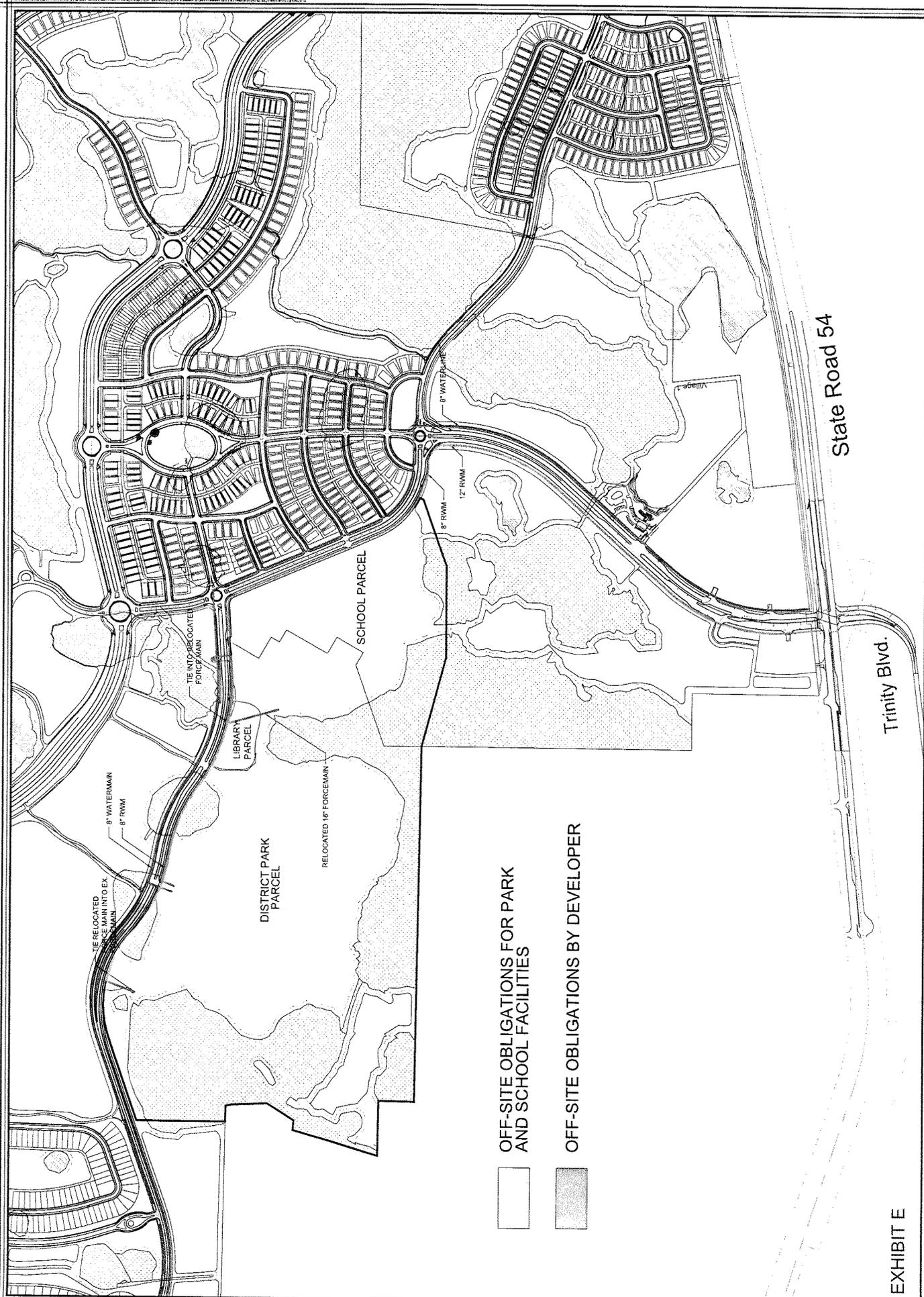
Facility Description	Unit Cost	Phase 1 Parcel Quantity	Future Parcel Quantity	PCP&R Phase 1 Cost	PCP&R Phase 2 Cost
Baseball/Softball					
Large Field	\$ 115,000	1		\$ 115,000	\$ -
Large Field Sport Lighting	\$ 160,000	1		\$ 160,000	\$ -
Small Field	\$ 100,000	4	1	\$ 400,000	\$ -
Small Field Sport Lighting	\$ 130,000	4	1	\$ 520,000	\$ -
Press Box/Concession (1/4 Fields)	\$ 400,000	1	1	\$ 400,000	\$ -
Baseball Parking Spaces (50/Field)	\$ 2,400	255	0	\$ 612,000	\$ -
Baseball Storage Buildings (1/4 Fields)	\$ 15,000	1	0	\$ 15,000	\$ -
Baseball Shelter (1/Field)	\$ 30,000	5	1	\$ 150,000	\$ -
Baseball Tables (2/Field)	\$ 300	10	2	\$ 3,000	\$ -
Multipurpose Sports (Soccer/Football/Lacrosse)					
Large Field	\$ 200,000	6	4	\$ 1,200,000	\$ 600,000
Large Field Sport Lighting	\$ 100,000	6	4	\$ 600,000	\$ 300,000
Small Field	\$ 150,000			\$ -	\$ -
Small Field Sport Lighting	\$ 100,000			\$ -	\$ -
Press Box/Concession (1/8 Fields)	\$ 400,000	1	1	\$ 400,000	\$ 400,000
Artificial Turf Practice Training Area	\$ 250,000			\$ -	\$ -
(F/S/L) Parking Spaces (50/Field)	\$ 2,400	459	0	\$ 1,101,600	\$ -
(F/S/L) Storage Buildings (1/4 Fields)	\$ 15,000	2	1	\$ 30,000	\$ 15,000
(F/S/L) Shelter (1/2 Fields)	\$ 30,000	3	2	\$ 90,000	\$ 60,000
(F/S/L) Tables (2/Field)	\$ 300	12	8	\$ 3,600	\$ 2,400
Basketball					
Full Basketball Court	\$ 20,000		4	\$ -	\$ -
Full Basketball Court Sport Lighting	\$ 25,000		4	\$ -	\$ -
Basketball Parking Spaces (5/Court)	\$ 2,400	0	0	\$ -	\$ -
Basketball Shelter (1/4 Courts)	\$ 30,000	0	1	\$ -	\$ -
Basketball Tables (1/Court)	\$ 300	0	4	\$ -	\$ -
Tennis					
Tennis Court	\$ 30,000		4	\$ -	\$ -
Tennis Court Sport Lighting	\$ 20,000		4	\$ -	\$ -
Tennis Parking Spaces (5/Court)	\$ 2,400	0	0	\$ -	\$ -
Tennis Shelter (1/4 Courts)	\$ 30,000	0	1	\$ -	\$ -
Tennis Tables (1/Court)	\$ 300	0	4	\$ -	\$ -
Playgrounds					
Play Equipment	\$ 60,000	1	2	\$ 60,000	\$ 60,000
Shade Structures	\$ 40,000			\$ 40,000	\$ 40,000
Pavilions					
Pavilion Structure (with Restrooms)	\$ 120,000	1		\$ 120,000	\$ -
Tables (20 Tables/Pavilion)	\$ 300	20	0	\$ 6,000	\$ -
Picnic Shelters	\$ 30,000	0	0	\$ -	\$ -
Tables (6 Tables/Pavilion)	\$ 300	0	0	\$ -	\$ -
Trails					
Hard Surface Trails (Feet)	\$ 18	5750	2940	\$ 103,500	\$ 33,660
Maintenance Facility					
Maintenance Building	\$ 250,000	1	0	\$ 250,000	\$ -
Maintenance Building Parking (10 Spaces/Buildin	\$ 2,400	10	0	\$ 24,000	\$ -
Wetland Relocation (If Required)					
Wetland Impact (Acres)	\$ 1	5.03		\$ 35,894	\$ -
Design & Permitting	\$ 9,726			\$ 18,498	\$ -
Clearing	\$ 5,000			\$ 59,603	\$ -
Dermucking/Excavation	\$ 16,133			\$ 77,440	\$ -
Fill Material/Compaction	\$ 20,973			\$ 443,061	\$ -
Mitigation Creation	\$ 120,000			\$ -	\$ -
Floodplain Mitigation					
Floodplain Impact (Acres)	\$ 1	23.2		\$ -	\$ -
Design & Permitting	\$ 968			\$ -	\$ -
Purchase Additional Acreage	\$ -			\$ -	\$ -
Excavation of Borrow Acreage	\$ 16,133			\$ -	\$ -
Utility Service Allowance					
	\$ 200,000			\$ 200,000	\$ 200,000
Facility Design and Permitting					
Design, Permitting and CEI (10%)				\$ 894,900	\$ -
Construction Testing (2%)				\$ 144,800	\$ 34,200
Contingency and Miscellaneous					
Contingency (10%)				\$ 827,800	\$ 174,500
Total Cost of Construction				\$ 9,105,697	\$ 1,919,760
Acquisition Costs		25.7		\$ 857,000	\$ -
Additional Shared Use Facilities					
Library/Theatre				\$ -	\$ -
Library/Theatre Parking	\$ 2,400		112	\$ -	\$ -
Gymnasium (23,500 s.f. @ \$202/s.f.)				\$ -	\$ -
Shared Parking	\$ 2,400		286	\$ -	\$ -
Total Construction and Acquisition Costs				\$ 9,962,697	\$ 1,919,760
Grand Total Construction and Acquisition Costs				\$ 11,882,457	

**Starkey Ranch
Exhibit C
Preliminary School Site Budget**

Facility Description	Unit Cost	Phase 1 Parcel Quantity	Future Parcel Quantity	PCSB Phase 1 Cost
Baseball/Softball				
Large Field	\$ 115,000	1		\$ -
Large Field Sport Lighting	\$ 160,000	1		\$ -
Small Field	\$ 100,000	4	1	\$ -
Small Field Sport Lighting	\$ 130,000	4	1	\$ -
Press Box/Concession (1/4 Fields)	\$ 400,000	1	1	\$ -
Baseball Parking Spaces (50/Field)	\$ 2,400	255	0	\$ -
Baseball Storage Buildings (1/4 Fields)	\$ 15,000	1	0	\$ -
Baseball Shelter (1/Field)	\$ 30,000	5	1	\$ -
Baseball Tables (2/Field)	\$ 300	10	2	\$ -
Multipurpose Sports (Soccer/Football/Lacrosse)				
Large Field	\$ 200,000	6	4	\$ -
Large Field Sport Lighting	\$ 100,000	6	4	\$ -
Small Field	\$ 150,000			\$ -
Small Field Sport Lighting	\$ 100,000			\$ -
Press Box/Concession (1/8 Fields)	\$ 400,000	1	1	\$ -
Artificial Turf Practice Training Area	\$ 250,000			\$ -
(F/S/L) Parking Spaces (50/Field)	\$ 2,400	459	0	\$ -
(F/S/L) Storage Buildings (1/4 Fields)	\$ 15,000	2	1	\$ -
(F/S/L) Shelter (1/2 Fields)	\$ 30,000	3	2	\$ -
(F/S/L) Tables (2/Field)	\$ 300	12	8	\$ -
Basketball				
Full Basketball Court	\$ 20,000		4	\$ -
Full Basketball Court Sport Lighting	\$ 25,000		4	\$ -
Basketball Parking Spaces (5/Court)	\$ 2,400	0	0	\$ -
Basketball Shelter (1/4 Courts)	\$ 30,000	0	1	\$ -
Basketball Tables (1/Court)	\$ 300	0	4	\$ -
Tennis				
Tennis Court	\$ 30,000		4	\$ -
Tennis Court Sport Lighting	\$ 20,000		4	\$ -
Tennis Parking Spaces (5/Court)	\$ 2,400	0	0	\$ -
Tennis Shelter (1/4 Courts)	\$ 30,000	0	1	\$ -
Tennis Tables (1/Court)	\$ 300	0	4	\$ -
Playgrounds				
Play Equipment	\$ 60,000	1	2	\$ -
Shade Structures	\$ 40,000			\$ -
Pavilions				
Pavilion Structure (with Restrooms)	\$ 120,000	1		\$ -
Tables (20 Tables/Pavilion)	\$ 300	20	0	\$ -
Picnic Shelters	\$ 30,000	0	0	\$ -
Tables (5 Tables/Pavilion)	\$ 300	0	0	\$ -
Trails				
Hard Surface Trails (Feet)	\$ 18	5750	2940	\$ -
Maintenance Facility				
Maintenance Building	\$ 250,000	1	0	\$ -
Maintenance Building Parking (10 Spaces/Build)	\$ 2,400	10	0	\$ -
Wetland Relocation (If Required)				
Wetland Impact (Acres)	1	5.03		
Design & Permitting	\$ 9,726			\$ 11,879
Clearing	\$ 5,000			\$ 6,122
Demucking/Excavation	\$ 16,133			\$ 19,726
Fill Material/Compaction	\$ 20,973			\$ 25,629
Mitigation Creation	\$ 120,000			\$ 146,634
Floodplain Mitigation				
Floodplain Impact (Acres)	1	23.2		
Design & Permitting	\$ 968			\$ 22,500
Purchase Additional Acreage	\$ -			\$ -
Excavation of Borrow Acreage	\$ 16,133			\$ 374,300
Utility Service Allowance				
Utility Service Allowance	\$ 200,000			\$ -
Facility Design and Permitting				
Design, Permitting and CEI (10%)				\$ 60,700
Construction Testing (2%)				\$ 12,100
Contingency and Miscellaneous				
Contingency (10%)				\$ 68,000
Total Cost of Construction				\$ 747,590
Acquisition Costs		25.7		\$ 65,000
Additional Shared Use Facilities				
Library/Theatre				\$ -
Library/Theatre Parking	\$ 2,400		112	\$ -
Gymnasium (23,500 s.f. @ \$202/s.f.)				\$ -
Shared Parking	\$ 2,400		286	\$ -
Total Construction and Acquisition Cost				\$ 812,590
Grand Total Construction and Acquisition Cost				\$ 812,590

**Starkey Ranch
Exhibit D
Preliminary Library-Theatre Site Budget**

Facility Description	Unit Cost	Phase 1 Parcel Quantity	Future Parcel Quantity	PC Library Phase 1 Cost	PC Library Phase 2 Cost
Baseball/Softball					
Large Field	\$ 115,000	1		\$ -	\$ -
Large Field Sport Lighting	\$ 160,000	1		\$ -	\$ -
Small Field	\$ 100,000	4	1	\$ -	\$ -
Small Field Sport Lighting	\$ 130,000	4	1	\$ -	\$ -
Press Box/Concession (1/4 Fields)	\$ 400,000	1	1	\$ -	\$ -
Baseball Parking Spaces (50/Field)	\$ 2,400	255	0	\$ -	\$ -
Baseball Storage Buildings (1/4 Fields)	\$ 15,000	1	0	\$ -	\$ -
Baseball Shelter (1/4 Fields)	\$ 30,000	5	1	\$ -	\$ -
Baseball Tables (2/Field)	\$ 300	10	2	\$ -	\$ -
Multipurpose Sports (Soccer/Football/Lacrosse)					
Large Field	\$ 200,000	6	4	\$ -	\$ -
Large Field Sport Lighting	\$ 100,000	6	4	\$ -	\$ -
Small Field	\$ 150,000			\$ -	\$ -
Small Field Sport Lighting	\$ 100,000			\$ -	\$ -
Press Box/Concession (1/8 Fields)	\$ 400,000	1	1	\$ -	\$ -
Artificial Turf Practice Training Area	\$ 250,000			\$ -	\$ -
(F/S/L) Parking Spaces (50/Field)	\$ 2,400	459	0	\$ -	\$ -
(F/S/L) Storage Buildings (1/4 Courts)	\$ 15,000	2	1	\$ -	\$ -
(F/S/L) Shelter (1/2 Fields)	\$ 30,000	3	2	\$ -	\$ -
(F/S/L) Tables (2/Field)	\$ 300	12	8	\$ -	\$ -
Basketball					
Full Basketball Court	\$ 20,000		4	\$ -	\$ -
Full Basketball Court Sport Lighting	\$ 25,000		4	\$ -	\$ -
Basketball Parking Spaces (5/Court)	\$ 2,400	0	0	\$ -	\$ -
Basketball Shelter (1/4 Courts)	\$ 30,000	0	1	\$ -	\$ -
Basketball Tables (1/Court)	\$ 300	0	4	\$ -	\$ -
Tennis					
Tennis Court	\$ 30,000		4	\$ -	\$ -
Tennis Court Sport Lighting	\$ 20,000		4	\$ -	\$ -
Tennis Parking Spaces (5/Court)	\$ 2,400	0	0	\$ -	\$ -
Tennis Shelter (1/4 Courts)	\$ 30,000	0	1	\$ -	\$ -
Tennis Tables (1/Court)	\$ 300	0	4	\$ -	\$ -
Playgrounds					
Play Equipment	\$ 60,000	1	2	\$ -	\$ -
Shade Structures	\$ 40,000			\$ -	\$ -
Pavilions					
Pavilion Structure (with Restrooms)	\$ 120,000	1		\$ -	\$ -
Tables (20 Tables/Pavilion)	\$ 300	20	0	\$ -	\$ -
Picnic Shelters	\$ 30,000	0	0	\$ -	\$ -
Tables (6 Tables/Pavilion)	\$ 300	0	0	\$ -	\$ -
Trails					
Hard Surface Trails (Feet)	\$ 18	5750	2940	\$ -	\$ -
Maintenance Facility					
Maintenance Building	\$ 250,000	1	0	\$ -	\$ -
Maintenance Building Parking (10 Spaces/Buildin	\$ 2,400	10	0	\$ -	\$ -
Wetland Relocation (If Required)					
Wetland Impact (Acres)	1	5.03			
Design & Permitting	\$ 9,726			\$ 1,126	\$ -
Clearing	\$ 5,000			\$ 581	\$ -
Demucking/Excavation	\$ 16,133			\$ 1,871	\$ -
Fill Material/Compaction	\$ 20,973			\$ 2,430	\$ -
Mitigation Creation	\$ 120,000			\$ 13,905	\$ -
Floodplain Mitigation					
Floodplain Impact (Acres)	1	23.2			
Design & Permitting	\$ 968			\$ -	\$ -
Purchase Additional Acreage	\$ -			\$ -	\$ -
Excavation of Borrow Acreage	\$ 16,133			\$ -	\$ -
Utility Service Allowance	\$ 200,000			\$ -	\$ -
Facility Design and Permitting					
Design, Permitting and CEI (10%)				\$ 2,000	\$ -
Construction Testing (2%)				\$ 400	\$ -
Contingency and Miscellaneous					
Contingency (10%)				\$ 2,200	\$ -
Total Cost of Construction				\$ 24,513	\$ -
Acquisition Costs		25.7		\$ 50,460	\$ -
Additional Shared Use Facilities					
Library/Theatre				\$ -	\$ 2,475,000
Library/Theatre Parking	\$ 2,400		112	\$ -	\$ 147,840
Gymnasium (23,500 s.f. @ \$202/s.f.)				\$ -	\$ -
Shared Parking	\$ 2,400		286	\$ -	\$ -
Total Construction and Acquisition Costs				\$ 74,973	\$ 2,622,840
Grand Total Construction and Acquisition Costs				\$ 74,973	\$ 2,697,813



OFF-SITE OBLIGATIONS FOR PARK AND SCHOOL FACILITIES

OFF-SITE OBLIGATIONS BY DEVELOPER

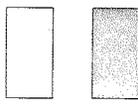


EXHIBIT E

Starkey Ranch
Off-Site Obligations

Wheelock Street Capital
Pasco County



EXHIBIT F
STARKEY RANCH DISTRICT PARK
LICENSE AGREEMENT

This License Agreement is entered into as of the Effective Date (as defined below), between the Board of County Commissioners for Pasco County, Florida (“County”), and _____ (“Licensee”), with reference to the following facts:

Recitals

- A. The County previously entered into that certain Starkey Ranch District Park Site, School Site, and Library-Theatre Site Acquisition, Development, Shared Use and Management Agreement dated December 17, 2013, with, inter alia, WS-TSR, LLC, as the Master Developer for Starkey Ranch MPUD (the “Park Agreement”).
- B. Pursuant to the Park Agreement, the Master Developer has completed the Phase 1 improvements for the District Park site, the County has accepted the improvements and reimbursed the Master Developer for same, and the County and the Master Developer have closed concurrently herewith upon the conveyance of the District Park site to the County, all as contemplated and required by the Park Agreement.
- C. As the Owner of the District Park site, the County desires to license the management, operation and maintenance of certain portions of the District Park site owned by the County to Licensee (as the Master Developer’s designated management entity), while retaining authority to separately coordinate the management, operation and maintenance responsibilities for certain “Shared-Use Facilities” as defined in the Park Agreement.
- D. As contemplated and required by the Park Agreement, the Licensee is willing to assume such obligations as the Licensee of the County, on the terms and conditions set forth herein.

Now, therefore, for and in consideration of the closing by the County upon the acquisition of the District Park Site from the Master Developer, the payment of the consideration therefor to the Master Developer, the reimbursement of the Phase 1 site construction and District Park improvement costs to the Master Developer, and the other covenants and promises set forth herein, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

Agreement

1. **Recitals.** The above recitals are true and correct, and are incorporated herein by reference.

2. **Incorporation of Park Agreement.** This License Agreement is entered into pursuant to the express terms and conditions of the Park Agreement; therefore, all terms defined therein shall have the same meaning in this License Agreement, unless otherwise specifically defined herein. In addition, all express provisions of the Park Agreement that are specifically identified as incorporated herein, shall be deemed a part of this License Agreement as if fully set forth in this License Agreement.

3. **Designation of Licensee for County Facilities; Exclusion of Shared-Use Facilities.** The County hereby retains and designates Licensee as an independent contractor to manage, operate and maintain those portions of the District Park Site identified on Exhibit A hereto as the "County Facilities." Management and operation shall include responsibility for providing supervisory staff and security personnel for an event at, or use of, the County Facilities, either by employee, independent contractor, or volunteer, and any salaries, insurance, employee benefits, overtime, taxes, or other expenses associated with such staff and personnel. Maintenance shall include cleaning; repairs; capital replacement (when required and subject to mutual approval of the County and Licensee); electricity costs; water, sewer and reclaimed water usage costs; cable, telephone, and communication charges; waste disposal charges; mowing; landscape maintenance and irrigation; painting; restriping; resurfacing or pothole repairs in parking areas; debris and litter removal; pest control; changing of locks; and payment of property taxes and assessments (if legally required). By way of clarification, the Licensee's authority and responsibilities hereunder shall not extend to the "Shared-Use Facilities" within the District Park Site, which are also identified on Exhibit A hereto, except only for the Shared Wetland System, Park Pond and drive aisle to the west of the Library/Theatre site (all of which are defined in the Park Agreement as part of the Shared Use Facilities), the management, operation and maintenance for which limited areas also shall be included in this License Agreement. The County shall be solely responsible to coordinate with the School District the management, operation and maintenance of the other Shared-Use Facilities as contemplated and required by Section 7 of the Park Agreement. However, the County covenants and agrees that the County shall designate and provide to the Licensee one (1) County management representative as the sole liason between the County and the Licensee, for coordination of facilities scheduling, operation and maintenance for the recreational programs that utilize both the County Facilities and the Shared-Use Facilities, from time to time. The County and the School District, as applicable under Section 7 of the Park Agreement, shall be solely responsible for all operating and maintenance costs for the Shared-Use Facilities, rather than the Licensee.

4. **Term of License.** This term of this License Agreement shall be for a period of eight (8) years from the effective date hereof (the "Term"), unless extended by mutual agreement of the County and the Licensee.

5. **Management Fees.** The Licensee may charge reasonable fees for the administration, operation and management of the County Facilities and programs as part of the operating budget for the County Facilities. The Licensee also may designate a third-party property manager or sports facility manager, which may be the designated Community Development District or its CDD manager for Starkey Ranch MPUD. If the designated manager for the County Facilities is not selected through a competitive bidding process, or is not the lowest responsible bidder, such management agreement shall be subject to the review and approval of the County. Commencing with any year in which the County is responsible for a portion of the District Park operating deficit pursuant to Section 18 of the Park Agreement, any other operating and maintenance contracts shall be subject to applicable competitive bidding requirements of the CDD, unless there is no CDD maintaining the District Park site, in which case such contracts shall be subject to the County's competitive bidding requirements for ranking and consideration of bids. Any such contracts that are not awarded to the lowest responsible bidder shall be subject to the review and approval of the County, which shall not be unreasonably withheld.
6. **Licensee's Operating Authority and Responsibility; Coordination with Shared-Use Facilities; Hours of Operation.** During the Term of this License Agreement, the Licensee shall have primary and ultimate responsibility for the formulation, coordination, scheduling and management of the recreational programs that utilize the County Facilities (but not for the Shared-Use Facilities); provided, however, that the County through its parks and recreation department (i) may provide consulting services to assist Licensee in the formulation of such programs for the County Facilities and (ii) shall coordinate the use of the Shared-Use Facilities with the School District, to help ensure that the needs of the County's recreational programs are met on a system-wide basis. Unless the County agrees otherwise in writing, the standard operating hours for the District Park Site shall be not less than sunrise to 10 p.m., daily. The Licensee shall keep the fields and parking areas lighted after sundown on all days that the District Park site is open. The Licensee also agrees to allow for overflow parking in the District Park parking areas for the Shared Use Facilities and School Site, subject to the limitations in Section 7 of the Park Agreement.
7. **Relationship and Coordination With Recreational Leagues.** The Licensee shall be authorized to enter into agreements with recreational leagues or other non-profit entities with respect to the provision of additional program facilities within the District Park Site (but excluding the Shared-Use Facilities), funding assistance with maintenance or operational costs for the County Facilities, procurement of and subsidy funding for tournaments, special events, or recreational league use of the District Park facilities, and other matters related to the Park Site operation; provided, however, that any installation of additional Park Site facilities shall require approval by the County's parks and recreation department, and provided further that any such

commitments to recreation leagues shall extend only to the County Facilities and not to the Shared-Use Facilities (as defined in Section 7, above), which shall be operated and managed by the County and/or School District, pursuant to Section 7 of the Park Agreement. Unless otherwise approved by the County in writing, all fees, costs or required in-kind services charged to recreational leagues and other non-profit entities shall not exceed the maximum amounts that the County charges at other comparable District Park sites.

8. **Park Site Environmental Permit Compliance.** For the Term of this License Agreement, the Licensee's maintenance responsibilities for the Park Site shall include any required permit compliance, monitoring, or other required maintenance related to the County's Park Pond or the Shared Wetland System (as both terms are defined in Section 7 of the Park Agreement), or related to any other retention areas, floodplain mitigation areas, wetlands, or wetland mitigation areas under County ownership and within the District Park site, and the costs thereof shall be part of the Park Site operating and maintenance budget.
9. **Third-Party Revenues.** All contributions, payments or subsidies from third parties related to any County Facilities whatsoever within the Park Site (other than subsidy payments by the County or Licensee under this Agreement) shall be accounted for in the Park Site operating and maintenance budget by the Licensee, and used to reduce operating or maintenance deficits.
10. **User Fees, Charges, and Reimbursements for County Facilities.** For the Term of this License Agreement, the Licensee may establish reasonable user fees and/or cost-reimbursement requirements for recreational leagues, tournaments, or other special events, County Facility user fees, separate fees or charges for advertising and/or naming rights (with mutual County approval) within the County Facilities, and other potential park revenue sources that receive written approval from the County related to the portion of the Park Site utilized for the County Facilities. All such user fees, cost-reimbursements, and other Park Site revenue amounts shall be accounted for in the Park Site operating and maintenance budget and used to reduce operating or maintenance deficits. Specifically, during the term of the License Agreement, and notwithstanding any provision to the contrary in Section 7 of the Park Agreement, any third-party revenue derived by the County or the Licensee for advertising, signage, naming rights or other park revenue sources approved by the County within the County Facilities portion of the Park Site (as opposed to the Shared-Use Facilities, the School Site or the Library-Theatre Site, as such terms are defined in the Park Agreement), shall be deposited to and included as revenue for the Park Site operating and maintenance budget, for the Term of this License Agreement. Unless otherwise approved by the County in writing, all user fees, costs or required in-kind services charged to leagues, tournaments, special events and the general public shall

not exceed the maximum amounts that the County charges at other comparable District Park sites. All signage and advertising rights shall be in accordance with general County adopted policies and ordinances applicable to signs and advertising.

11. **Park Maintenance Standards.** The County and the Licensee covenant and agree that the Park Site facilities (including both the County Facilities operated and maintained by the Licensee, and the Shared-Use Facilities operated by the County) shall be operated, managed and maintained (at a minimum) in accordance with the County's quality-control standards attached as Exhibit B hereto (the "Park Maintenance Standards").
12. **Community and Public Access.** The County Facilities and the Shared-Use Facilities (once constructed by the County and/or School District and subject to any limitations imposed by Section 7 of the Park Agreement) shall be mutually accessible to the MPUD community residents and the members of the public-at-large, on a non-discriminatory basis, in accordance with the County's standard parks and recreation facility policies.
13. **Naming Rights and Requirements.** The County agrees that during the Term of this License Agreement, the Starkey Ranch MPUD Master Developer shall designate the Park Site as the "Starkey Ranch District Park," and shall have the right to use said name in its marketing and identification materials for the MPUD project. In addition, the Master Developer shall have the right to place non-revenue-generating "dedication" plaques or monuments related to any facility within the Park Site, with the approval of the County (which approval shall not be unreasonably withheld); also, the Licensee shall have the right to sell naming rights on a fee-generating basis pursuant to Section 10 of this Agreement, for sub-parts or components within the County Facilities. During the Term of the Park Agreement, the County and/or School District (as applicable) shall have the naming rights with respect to the Library-Theatre Site, Shared Use Facilities, and School Site, provided, however, that in each case the designated name either shall include "Starkey Ranch," or the name shall be followed by "at Starkey Ranch."
14. **Licensee's Budget and Financial Reporting Requirements.** The Licensee shall provide annual operating financial statements to the County for the County Facilities, which shall comply with the County's standard policies and requirements for public facilities and generally accepted accounting principles. The County may audit the financial statements, and the cost of any County audit of the financial statements shall be included as an operating expense in the following fiscal year's Park Site operation and maintenance budget and financial statements. The Licensee also shall provide an annual budget projecting the Park Site revenue and expenses for the next fiscal year, including any projected deficit (the extent by which total expenses are

anticipated to exceed total revenues), and the estimate of the respective subsidy requirements pursuant to Section 15 of this License Agreement, not later than March 1, for each ensuing fiscal year. The initial fiscal year's budget shall also include the period from the effective date of this License Agreement through September 30 of the prior fiscal year. The County shall have a period of ninety (90) days after receipt of the annual budget to object to any projected cost, expense or revenue as not being a permitted management, operation or maintenance cost, expense or revenue under this License Agreement, and failure of the County to object to any cost, expense or revenue within such ninety (90) day time period shall be deemed a waiver of any right to object to the projected revenues, expenses, deficits and subsidies, but shall not be deemed a waiver of the County's right to object to the actual revenues, expenses, deficits and subsidies in the annual financial report pursuant to paragraph 15. Objections shall be resolved in accordance with the Dispute Resolution terms in Section 22 of the Park Agreement. Any third-party (other than Licensee's internal staff, the costs for which are included in Licensee's management fee pursuant to Section 5, above) accounting and other costs related to the budget and financial reporting process shall be included as operating expenses of the Park Site operation and maintenance costs. Any portion of the proposed budget that includes a management contract, accounting or audit contract, or other third-party contract that is not competitively bid, or that is not awarded to the lowest responsible bidder, shall be subject to County review and approval (or Master Developer review and approval in the case of a County audit contract), which shall not be unreasonably withheld.

15. **County and Licensee Subsidy Obligations; Deficit Funding Process.** Pursuant to Section 18 of the Park Agreement, the County and the Licensee shall allocate and pay their respective portion of any operating and maintenance deficit for the County Facilities, for the Term of this License Agreement. The approved annual budgets required by Section 14, above, shall estimate any projected operating deficit for the next ensuing fiscal year, and the County shall budget and fund its required portion of the estimated annual deficit to Licensee on not less frequently than a quarterly basis; provided, however, that the Licensee shall provide to the County the annual financial reports required by Section 14 of this License Agreement, at which time the final allocation of the applicable subsidy allocation between the County and the Licensee for that fiscal year based on actual costs, expenses and revenues, shall be reconciled and paid in the respective proportions required by Section 18 of the Park Agreement, which is expressly incorporated by reference into this License Agreement. The Licensee shall advance the funds required for any excess operating and maintenance expenses for the County Facilities during the Term of this License Agreement, which are not covered by third-party revenues, subject to reimbursement of the applicable portion thereof by the County to Licensee at the end of each fiscal year. The County shall have a period of thirty (30) days after receipt of the annual financial report to object to any cost or expense as not being a permitted management, operation or maintenance cost, expense or revenue under this License Agreement, and failure of the County to object to any cost, expense or revenue within such thirty (30) day time

period shall be deemed a waiver of any right to object. The Licensee shall have the same time period to object to any costs or expenses submitted by the County. Objections shall be resolved in accordance with the Dispute Resolution terms in Section 22 of the Park Agreement. After the County's thirty (30) day objection period has expired, and all objections have been resolved, the County shall reimburse Licensee for the County's required portion of the yearly operating deficit, less the quarterly payments made based on the estimated deficit, within forty-five (45) days. The remedies for the County's and Licensee's default of the obligations in this paragraph are set forth in Section 18 of the Park Agreement, and are incorporated by reference into this License Agreement.

16. **Limitations on Third-Party Agreements.** The Licensee shall not enter into any contracts for the Park Site (maintenance, signage or advertising rights, management, etc.) that exceed the term of the License Agreement.

17. **Insurance Requirements; Indemnification.** The Licensee (or its management designee) shall maintain public liability insurance in an amount not less than \$2,000,000 single limit/combined aggregate coverage, during the term of this License Agreement, designating the County as additional insured/owner. Provided such insurance is provided through a separate policy with segregated costs for coverage of the County Facilities, and provided the County is named as an additional insured entity on the policy, the policy costs shall be included in the operating budget for the County Facilities. To the extent such insurance coverage is insufficient, Licensee agrees to indemnify, defend, save and hold harmless the County, all members of its Board, its officers, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, expenses, attorney's fees, and judgments of every nature and description, including claims for property damage and claims for injury or death of persons, or on account of, any claim or amounts recovered under the Workers Compensation Law or of any other laws, bylaws, ordinance, order or decree brought or recovered against the County by reason of any negligent or intentional act or omission of the Licensee, its agents, contractors, or employees, except for any injury or damage caused by the sole negligence or intentional acts of the County, or its agents, contractors, or employees, and provided that for any injury or damage caused by concurrent or joint negligent or intentional acts or omissions of the Licensee and County, or their agents, contractors, or employees, the respective responsibilities of the County and Licensee hereunder shall be in the same proportion that the negligent or intentional acts or omissions contributed to the injury or damage. The Licensee shall be responsible only for the condition of any County Facilities that are under its authority and responsibility for maintenance and/or operation thereof pursuant to this License Agreement, and the Licensee's responsibility shall not extend to (i) the Shared-Use Facilities which are under the responsibility and control of the County and/or School District, or (ii) any matters related to the County's status as fee owner of the District Park Site and which

are not expressly delegated to Licensee as its responsibility under this License Agreement. Consequently, as provided for under common law and to the maximum extent authorized by Section 768.28, Florida Statutes, the County agrees to indemnify Licensee and hold it harmless from any claim, loss, damage, injury or other liability that is the responsibility of the County pursuant to (i) or (ii) above,, but only to the extent of the County's sole or shared responsibility.

18. Independent Contractor Status/Public Records. Licensee is and shall be deemed an independent contractor for all purposes under this License Agreement or applicable law, and is not and shall not be deemed a partner, joint venture participant, or other form of agency with the County under this License Agreement. Notwithstanding the foregoing, the Licensee agrees that any records relating to this License Agreement, and any records relating to the Licensee's management, operation or maintenance of the District Park site, are subject to the requirements of Chapter 119, Florida Statutes.

19. Notice Requirements. Any notice that is authorized or required hereunder may be sent by regular U.S. Mail or overnight delivery service, at the addresses for the parties set forth below. Such notice shall be deemed effective upon receipt thereof by the party to whom it is addressed, or if sent by U.S. Mail, three (3) business days after deposit in the U.S. Mail.

If to Licensee:	With a Required Copy to:
WS-TSR, LLC	Tew & Associates
[Or Its Designee]	Attorneys At Law

If to County:	With a Required Copy to:
Pasco County, Florida	Pasco County, Florida
Attn: County Administrator	Attn: County Attorney's Office

20. Miscellaneous Provisions. This License Agreement shall be interpreted, construed and applied consistently and in harmony with the applicable provisions of the Park Agreement, as referenced and incorporated herein. Except where this License Agreement specifically allows for a separate written approval by one of the parties, this License Agreement may be modified only by written agreement between the parties, and not by any oral discussions, course of conduct, or other process or means.

Any provision herein that requires the approval of the County, shall mean the approval by the County Administrator or designee. This License Agreement may be further assigned by Licensee or the Starkey Ranch MPUD Master Developer as authorized by Section 20 of the Park Agreement, only. The Dispute Resolution terms pursuant to Section 22 of the Park Agreement also shall apply to this License Agreement. In the event of any litigation between the parties under this License Agreement, the prevailing party shall recover reasonable attorney's fees and costs, including any incurred on appeal, from the other party. For all purposes hereunder the effective date (the "Effective Date") of this License Agreement shall be the date it is last executed by both parties hereto.

In Witness Whereof, the parties have set their hands and seals as of the day and year set forth below.

LICENSEE:

COUNTY:

**PARKS AND RECREATION DEPARTMENT
STARKEY RANCH DISTRICT PARK**

Routine Maintenance Schedule of Tasks¹

DAILY:

- A. Raise flags; remove and store at night.
- B. Inspect and clean recreation building.
 - 1. Sweep/mop entrance way.
 - 2. Sweep/mop meeting rooms, playroom, and office.
 - 3. Clean restrooms, including all chrome fixtures.
 - 4. Sweep dry/wet gym floor.
 - 5. Completely mop gym floor (Sundays or as needed).
 - 6. Clean front windows and meeting room windows as needed.
 - 7. Detail around Community Center/parking lot.
 - 8. Inspect for damage, interior and exterior, of recreation building.
 - 9. Empty all trash receptacles; clean cigarette butt urns.
 - 10. Stock restrooms and storerooms; fill soap dispensers.
 - 11. Clean entrance road to park.
- C. Inspect and clean pool building (off season - twice a week).
 - 1. Walk through and inspect entire pool building, pool area, and features.
 - 2. Sweep and mop restroom floors and office.
 - 3. Clean all restrooms and chrome surfaces.
 - 4. Restock restrooms and storeroom; fill soap dispensers.
 - 5. Empty trash receptacles.
 - 6. Clean front windows
 - 7. Inspect exterior of building and grounds; remove litter.
 - 8. Inspect and treat for ants—especially in pool area.
 - 9. Coordinate and communicate with Recreation Division staff.
- D. Inspect and clean concession and press box, etc.
 - 1. Walk through and inspect concession and press box; advise league accordingly.
 - 2. Sweep restroom floors; mop daily.
 - 3. Clean all fixtures (polish if needed).
 - 4. Stock restrooms; fill soap dispensers.
 - 5. Clean stainless steel service counter and water fountain.
 - 6. Empty all trash in press box, concession stand, and restrooms.
- E. Site inspection and cleanup.

¹ These maintenance standards were created for the Wesley Chapel District Park, and some of the standards do not apply to the Starkey Ranch District Park. A modified version of these standards will be incorporated into the License Agreement (Exhibit F) prior to the Board of County Commissioners' final approval of the License Agreement.

EXHIBIT G

1. Playground inspection; rake areas around slides and swings.
 2. Clean shelters, picnic tables, and grills.
 3. Inspect tennis, basketball, and racket ball courts.
 4. Treat for ants (as needed).
 5. Inspect and maintain parking lots.
- F. Inspect and maintain athletic fields.
1. Prepare fields for play.
 2. Baseball during season/soccer during season/football during season.
 3. Inspect and clean dugouts as needed; clean clay out of dugouts.
 4. Maintain clay areas; remove berms.
 5. Treat for ants as needed.
 6. Inspect and maintain all recreation equipment.
- G. Supervisor's inspection.
1. All important areas and buildings.
- H. Coordinate with the Recreation Supervisor on weekly events and planning.
- I. Maintain tools and equipment.

WEEKLY:

- A. Mowing (includes trimming).
1. Bermuda areas to be mowed twice a week during growing season. Each cut needs to be changed weekly (mowing pattern).
 - a. Front entrance and around recreation building.
 - b. Athletic fields cut in order of usage.
 2. Bahia areas to be cut in the following order:
 - a. Entrance at Overpass Road.
 - b. Around big pond to flagpole.
 - c. Around basketball and tennis courts.
 - d. Entire Boyette Road buffer.
 - e. Boyette Road to playground.
 - f. Playground to football field.
 - g. Big pond to baseball diamond.
 - h. Football diamond and baseball court to Maintenance Building.
- B. Mop gym floor.
- C. Test irrigation system.
1. Test and inspect irrigation heads using the valves (locate valves and keep uncovered).
 2. Test zones at the clock.

EXHIBIT G

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- D. Test field lighting during season and special events.
- E. Test tennis, outdoor court, and pool lights.
- F. Inspect and repair all night lighting.
 - 1. Buildings.
 - 2. Parking lots.
 - 3. Marquee (sign).
- G. Playground inspection—report to be filled out after inspecting.

BIWEEKLY:

- A. Weed and grass control.
 - 1. Edge and weed all plant beds in front and around buildings.
 - 2. Apply herbicide as needed.
- B. Wash and clean large equipment (detail).
- C. Trim trees, shrubs, and bushes in the park as well as entry roadway.
- D. Pressure clean sidewalks in from of Community Center and around press box.

MONTHLY:

- A. Coordinate service for air-conditioning units.
- B. Coordinate service for ice machine.
- C. Inspect all fire and safety equipment and first-aid kit.
- D. Buff gym floor.
- E. Inspect all outdoor courts and related equipment.
- F. Inspect fencing and all signage.
- G. Inspect bleachers, picnic tables, benches, and grills.
- H. Edge all baseball fields and address berm formation at clay/grass area (sometimes league play is too heavy to allow this).

QUARTERLY (every three months):

- A. Strip and wax gym floors: one layer of wax 12 inches to the wall, three layers on the gym floor, five layers on all basketball courts and high traffic areas.
- B. Remove, clean, and lubricate all locks.
- C. Address any maintenance projects for next quarter.
 - 1. Painting, fencing, irrigation, lighting, roofing, cleaning, parking lots.

EXHIBIT G

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2. List of materials to complete above projects.
- D. Inspect and service winches in gym.
- E. Perform lift truck maintenance on buildings.

YEARLY:

- A. Prepare for budget.
 1. Items, price, and justification.
- B. Inspect septic systems and check sludge levels. Inject septic treatment.
- C. Complete an inventory of equipment in January.

EXHIBIT G

STARKEY RANCH DISTRICT PARK Routine Maintenance Schedule Checklist

Week of _____ thru _____

DAILY:	SUN	MON	TUE	WED	THU	FRI	SAT
A. Raise & lower flags							
B. Inspect & clean recreation building per procedures							
C. Inspect & and clean pool building per procedures							
D. Inspect & clean press box and concession per procedures							
E. Site inspection & cleanup							
F. Inspect & maintain athletic fields per procedures							
G. Supervisor's site inspection							
H. Coordinate with Recreation Supervisor on weekly events							
I. Maintain & service tools & equipment							
J. Complete daily paperwork and/or record-keeping							
WEEKLY:							
A. Mow Bermuda & Bahia grass—includes trimming							
B. Mop gym floor (Sunday)							
C. Test & inspect irrigation system (clock, valves)							
D. Test ball field lighting during season							
E. Test recreation court & pool lighting							
F. Inspect & repair all night lighting—including parking lots							
G. Complete a playground inspection report							
H. Prepare ball fields (layout, paint & chalk)							
BIWEEKLY:							
A. Weed & grass control in plant beds							
B. Wash & clean large equipment							
C. Trim trees, shrubs & bushes in park as well as entry road							
D. Pressure clean sidewalks							
MONTHLY:							
A. Coordinate service of air-conditioning units							
B. Coordinate service of ice machine							
C. Inspect fire & safety equipment & first-aid kit							
D. Buff gym floor							
E. Inspect all outdoor courts & related equipment							
F. Inspect fencing & all signage							
G. Inspect bleachers, picnic tables, benches & grills							
H. Edge baseball fields & address berm formation							
QUARTERLY (every three months):							
A. Strip & wax gym floors							
B. Remove & clean locks							
C. Address any maintenance projects for next quarter							
D. Inspect and service winches in gym							
E. Complete maintenance using lift vehicle							
YEARLY:							

EXHIBIT G

A.	Prepare for budget							
B.	Inspect septic sludge level, inject septic treatment							
C.	Complete inventory of equipment in January							

EXHIBIT G

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Supervisor's Signature

Date