

**THIRD AMENDMENT TO 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 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, on December 17, 2013, the Starkey Ranch Master Developer, the County and the School District entered into the “Starkey Ranch District Park Site, School Site, and Library-Theatre Site Acquisition, Development, Shared Use, and Management Agreement” to facilitate a public-public-private-partnership (P4) for the development and shared use of a public park, school and library-theatre within the Starkey Ranch MPUD (the “Starkey Ranch P4 Agreement”); and

Whereas, on April 22, 2018, the County and School District entered into a First Amendment incorporating the following changes to Section 7 of the Starkey Ranch P4 Agreement, and to the Exhibits referenced in Section 7: (a) renaming the library-theatre building as the “theatre/library/cultural center” building or “TLC”; (b) swapping the location of the TLC building and tennis courts; (c) Identifying a location for a future community garden near the TLC building; (d) changing the process for designing and constructing the TLC building to a qualifications based design-build process pursuant to Section 287.055(9), Florida Statutes; (e) delegating complete authority for design and construction decisions for the TLC building to the Shared Use Facility Team; (f) capping the maximum design and construction expenditures for the TLC building at \$12 million, with approximately \$4 million of this cost budgeted for the TLC building contents (e.g. library media, equipment and furniture); and (g) requiring an initial payment from the County to the School District of the balance in the County’s library impact fee (facilities) account existing as of the date the School District awards the design-build contract; and

Whereas, on September 9, 2020, the County and School District entered into a Second Amendment incorporating the following changes to Section 7 of the Starkey Ranch P4 Agreement, and to the Exhibits referenced in Section 7: (a) revising the layout of the shared-use facilities and school site to match the most current approved design; (b) removing the play field and playground (and associated fencing) from the outdoor shared use facilities and incorporating a playground into a shared-use area near the gymnasium; (c) changing the cap on the maximum design and construction expenditures for the TLC to \$13 million, and the County’s maximum contribution for the TLC building to \$7 million; (d)

adding a provision for both the County and School District to have keys to the Library Youth Section, which may be part of the School's key or card reader system; (e) removing the requirement for the TLC to be constructed in accordance with SREF; (f) requiring the conveyances for shared use areas to be by easement; (g) changing the time period when certain shared-use facilities will not be available to the general public to the time between the School's morning arrival bell and the School's afternoon dismissal bell; and (h) removing the strict prohibition on the use of the TLC as a polling or voting location, but in recognition of the dual purpose of the TLC, require the Supervisor of Elections to coordinate with School Superintendent on the use of the TLC as a polling or voting location; and

Whereas, the County, School District and Starkey Ranch Master Developer desire to further amend Sections 7, 17 and 18 of the Starkey Ranch P4 Agreement to: (a) recognize that the park site now has two expansion phases (phase 2 and 3); (b) modify the availability times and priority of use rules for the shared use facilities to reflect actual practice; (c) clarify the types of ticketed events at the shared use facilities that require the imposition of a ticket surcharge; (d) require the School District's objections to the library media or content in the youth section of the library to be based on applicable state law and School Board policy; (e) allow for the relocation of the shared use playground when the School District builds an additional wing at the school; (f) grant the overflow parking and drainage easements contemplated by the original Starkey Ranch P4 Agreement; (g) defer the timing for the shared use facility naming rights solicitation; (h) allow the proceeds of the sale of certain signage rights to be retained directly by the School District and County instead of being placed into the joint escrow account; (i) add additional requirements to ensure that the meetings of the Shared Use Facility Team comply with the Sunshine Law; and (j) allow for the turnover of the phase 1 park site maintenance responsibility from the Master Developer to the County as of December 31, 2022 (collectively, the "Third Amendment"); and

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 to this Third Amendment as follows:

Third Amendment

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 Third Amendment. Similarly, all Exhibits hereto are incorporated herein by reference and made a part of this Third Amendment, as if fully set forth herein.

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

This Third Amendment 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 Third Amendment shall include only the specific land designated in the Starkey Ranch P4 Agreement as the Park Site, School Site, and Library-Theatre Site, and this Third Amendment 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 the Starkey Ranch MPUD.

Section 3. Section 7 Amendments

Section 7 of the Starkey Ranch P4 Agreement is hereby amended as reflected in the strike-through and underline in Attachment B to this Third Amendment. As it relates to the Section 7 amendments, the Starkey Ranch Master Developer's signature on this Third Amendment is solely for the purpose of confirming that the Section 7 amendments do not materially affect the Master Developer's rights or obligations in the Starkey Ranch P4 Agreement.

Section 4. Section 17 and 18 Amendments

Sections 17 and 18 of the Starkey Ranch P4 Agreement are hereby amended as reflected in the strike-through and underline in Attachment B to this Third Amendment. As it relates to the Section 17 and 18 amendments, the School District's signature on this Third Amendment is solely for the purpose of confirming that the Section 17 and 18 amendments do not materially affect the School District's rights or obligations in the Starkey Ranch P4 Agreement.

Section 5. Effective Date; Filing with Clerk of Court

Within ten (10) days after formal approval and execution by all parties, this Third Amendment shall be filed in the official records of Pasco County, Florida, with its Clerk of Court, and shall take effect on the date of such filing. All other provisions of the Starkey Ranch P4 Agreement not specifically amended by this Third Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment has been executed by and on behalf of the parties on the dates indicated below:

MASTER DEVELOPER

WS-TSR, LLC

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA**

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

By: _____
Kathryn Starkey, Chairman

Date: _____

ATTEST:

DISTRICT SCHOOL BOARD OF PASCO COUNTY

By: _____
Chairman

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____
Attorney for District School Board

Schedule of Exhibits

Attachment B	Amendments to Section 7, 17 and 18
--------------	------------------------------------