

ATTACHMENT B

AMENDMENTS 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/cultural center, 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. The Pasco County Board of County Commissioners and District School Board of Pasco County hereby designate and delegate complete joint approval authority to the Shared Use Facility Team referenced in Section 7.L.
- (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 Youth Section" shall mean the portion of the Library that is reserved for Library Media appropriate for elementary and middle school students.

- (11) "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.
- (12) "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.
- (13) "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.
- (14) "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.
- (15) "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, and (e) Baseball/Softball Fields.
- (16) "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.
- (17) "Park Parking Areas" shall mean any parking area or drive aisle for the Park that is west of the TLC Parking Area, including the vacant land for Phase 2 or 3 of the Park, until such time that Vertical Construction of Phase 2 or 3 of the Park has commenced.
- (18) "Park Pond" shall mean the storm water retention pond to the south of the Park, and labeled "Park Pond" on Exhibit A-5.
- (19) "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.
- (20) "School Parking Areas" shall mean any parking area or drive aisle for the School that is not part of the Shared Parking Area.

- (21) "School Pond" shall mean the storm water retention pond to the southeast of the School and labeled "School Pond" on Exhibit A-5.
- (22) "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 TLC, as depicted on Exhibit A-5, including any landscaping, lighting, curbing, striping, medians, or signage required for such parking spaces and drive aisles.
- (23) "Shared Use Facilities" or "Shared Use Facility" shall mean the following facilities on Exhibit A-5: (a) TLC, (b) Tennis Courts, (c) Track and Field, (d) Basketball Courts, (e) Baseball/Softball Field, (f) Gymnasium, (g) Play Field, (h) Playground, (i) the TLC Parking Area, (j) the Shared Parking Area, (k) the Park Pond, (l) the School Pond, and (m) the Shared Wetland System.
- (24) "Shared Wetland System" shall mean the wetland system that is south of the TLC, 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.
- (25) "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.
- (26) "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.
- (27) "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.
- (28) "TLC" or "Theatre/Library/Cultural Center" shall mean the building and courtyard depicted on Exhibit A-5 that will be jointly used by the County and School District as a theatre, library and cultural center.
- (29) "TLC Parking Area" shall mean the parking spaces and drive aisles immediately to the west of the TLC and adjacent to the tennis courts, as depicted on Exhibit A-5, including any landscaping, lighting, curbing, striping, medians, or signage required for such parking spaces and drive aisles.

(30)“Transit Shelter” shall mean a transit shelter, transit pad, and bicycle rack located adjacent to the TLC, and designed in accordance with the Pasco County Public Transportation (PCPT) specifications for a transit shelter.

(31)“User Fee” or “User Fees” shall mean a fee for use of or entrance into a facility, including any parking fee.

(32)“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.

(33)“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. Theater/Library/Cultural Center (TLC) and TLC Parking Area

It is the general intent of the parties that the County will own the TLC building and TLC 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 TLC and TLC 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 TLC and TLC 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 TLC and TLC 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 TLC and TLC 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. Except for the Initial County Payment referenced below, the School District shall be initially responsible for all costs of Vertical Construction for the TLC and TLC

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 an amount not to exceed \$7,000,000.00 of the actual Vertical Construction costs for the TLC and TLC 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 an amount not to exceed \$7,000,000.00 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 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 TLC is complete, and such list shall be the basis for the County's required 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 County's required reimbursement amount, provided that the County does not suspend or reduce its library impact fees beyond December 31, 2013. Unless otherwise approved by the County and School District through an amendment of this Agreement, the total Vertical Construction costs for the TLC and TLC Parking Area, including any construction management fees, shall not exceed thirteen million dollars (\$13,000,000.00), with not more than four million dollars (\$4,000,000.00) of this amount to be budgeted for Library Media and interior furniture, fixtures and equipment for the TLC. The County shall make an initial payment to the School District no later than sixty (60) days after the date the School District enters into a design-build contract for the TLC and TLC Parking Area ("Initial County Payment"). The amount of the Initial County Payment shall be the balance of the facility portion of the County's library impact fees existing as of the date the School District enters into the design-build contract for the TLC and TLC Parking Area (not to exceed \$7,000,000.00), and the County shall receive full credit for the Initial County Payment toward the County's required reimbursement obligation set forth above. Final payment of any remaining amounts due 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 contribution for the TLC and TLC Parking Area. 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 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, permitting and construction 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, permitting and construction for the Vertical Construction of the TLC and TLC Parking Area shall

be solicited by the School District in accordance with the qualifications-based design-build requirements of the Consultants' Competitive Negotiations Act (Section 287.055(9), Fla. Stat.), whereby the selected design-build firm will, subsequent to competitive negotiations, enter into a contract with the School District that includes a guaranteed maximum price and guaranteed completion date. The design criteria package for the design-build solicitation shall require Joint Approval, and shall be prepared and sealed by a design criteria professional employed by or retained by the School District, who shall continue to advise the School District and County during the selection process. The County and School District shall each choose three members of a six member evaluation committee for selection of the design-build firm; the six member evaluation committee shall be considered the initial Shared Use Facility Team with full Joint Approval authority for the design, permitting and construction of the TLC and TLC Parking Area. The selected design-build firm shall submit all interim and final design plans to both the County and School District for Joint Approval. The TLC 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/Cultural Center. 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. Both the County and School District shall have keys or security cards to all exterior doors to the Library Youth Section, which may be part of the School's key or card reader system, subject to Joint Approval. 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/Cultural Center shall be at least 6,000 square feet, with a seating capacity of at least 250 seats. The Theatre/Cultural Center shall have a separate exterior entrance, as well as an entrance from within the Library. The Theatre/Cultural Center may share public restrooms with the Library, but shall include at least two separate Theatre/Cultural Center dressing rooms. The Theatre/Cultural Center 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/Cultural Center. The TLC size and design requirements prescribed in this Agreement may be amended with Joint Approval. To help reduce Maintenance costs for the TLC, the TLC shall be designed to meet current Green Globe (GGNC) green/sustainable building standards or equivalent green building standards.

The TLC Parking Area shall include a minimum of 100 parking spaces. The design of the TLC and TLC Parking Area shall include the portion(s) of the Multi-Use Path within the TLC site and TLC 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 TLC shall also include the Transit Shelter, even if the Transit Shelter is located within County right-of-way, and a sidewalk or multi-use trail connecting the Transit Shelter to the Multi-Use Path. The foregoing design requirements for the TLC Parking Area, Transit Shelter, and Multi-Use Path may be amended with Joint Approval.

Once final design of the TLC and TLC Parking Area has received Joint Approval, and approval of the Master Developer pursuant to Section 8 of this Agreement, the School District, or the selected design-build firm, shall proceed to obtain site plan approval for the TLC and TLC Parking Area from the County, and obtain all state and federal permits and approvals required for the Vertical Construction of the TLC and TLC Parking Area. The School District and County agree that the TLC and TLC Parking Area will be considered part of the “educational plant” or “ancillary plant” for the School for purposes of Chapter 1013, Florida Statutes. The School District shall ensure that the selected design-build firm causes the TLC and TLC Parking Area 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. Prior to acceptance of the TLC and TLC Parking Area 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 TLC and TLC Parking Area 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 TLC and TLC Parking Area, 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 TLC and TLC Parking Area. The School District shall complete Vertical Construction of the TLC and TLC Parking Area no later than the completion of Vertical Construction of the School, unless a later completion date receives Joint Approval.

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 TLC. 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 TLC and TLC Parking Area shall remain with the School District until the County accepts Maintenance of the TLC and TLC Parking Area, which shall be no later than the date that the TLC is Open to the General Public. Prior to the County accepting Maintenance of the TLC and TLC Parking Area, the School District agrees to convey to the County (a) fee simple ownership of the land underlying the TLC and TLC Parking Area, and (b) a bill of sale for the TLC building, fixtures and furniture; the initial opening day Library Media; and other improvements on the TLC site. Simultaneously with such conveyances, the County agrees to convey to the School District an easement to (a) allow Authorized School Personnel to access and utilize the Library Youth Section and Theatre/Cultural Center, (b) allow visitors to the School and Authorized School Personnel to use the TLC Parking Area, and (c) allow the School District to Maintain the lighting and sound systems in the Theatre/Cultural Center, 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 TLC and the TLC Parking Area after the County accepts the Maintenance responsibilities. The County shall maintain the TLC and TLC 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/Cultural Center (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 the time of the School's morning arrival bell to the time of the School's afternoon dismissal bell, 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 TLC and TLC Parking Area shall include a continuing duty to maintain the TLC and TLC Parking Area in a safe condition and to ensure that any unsafe condition or defect in or upon the TLC or TLC 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 TLC or TLC Parking Area, the County shall immediately correct the dangerous condition or prevent the use of the TLC or TLC 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 TLC or TLC Parking Area, the School District becomes aware of any dangerous condition in or upon the TLC or TLC 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 TLC or TLC 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 TLC or TLC 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/Cultural Center, the School District shall have the same Maintenance duties and rights as the County.

As part of its Maintenance of the TLC and TLC 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 TLC and TLC Parking Area are not subjected to risk of loss. The County reserves the right to preclude or interrupt any act or use of the TLC or TLC 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 TLC and TLC Parking Area and make or cause to be made necessary repairs thereto, and to enforce the provisions of this Agreement related to the TLC and TLC Parking Area, and other rules for the management and operation of the TLC that have received Joint Approval. The foregoing rights shall exist even when the School District has priority use of the TLC or TLC Parking Area. With respect to the lighting and sound systems in the Theatre/Cultural Center, 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 TLC and TLC 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 TLC or TLC 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 TLC or TLC 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/Cultural Center 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 TLC and TLC Parking Area, the School District agrees that it shall not make any permanent improvements upon or within the TLC or TLC Parking Area without the prior written consent of the County, except for the Theatre/Cultural Center 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/Cultural Center 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/Cultural Center 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/Cultural Center, or properly store such items in the Theatre/Cultural Center 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/Cultural Center. 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 TLC.

Staffing of the Theatre/Cultural Center 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/Cultural Center Open(a) weekdays from the time of the School's morning arrival bell to the time of the School's afternoon dismissal bell (excluding any holidays or breaks when the County is not providing Staffing to libraries) and (b) for any event that has been scheduled by the School District or County on the Theatre/Cultural Center calendar. Both the County and School District shall have keys or security cards to the interior and exterior Theatre/Cultural Center doors, and both parties agree to lock the Theatre/Cultural Center 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 the storage rooms in the Theatre/Cultural Center, and each party agrees to store and lock any staging/set materials, costumes or other removable Theatre/Cultural Center equipment in the storage rooms 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 TLC Parking Area Open weekdays from the time of the School's morning arrival bell to the time of the School's afternoon dismissal bell, 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 TLC or TLC Parking Area before the School is Open, the County shall have no obligation to accept Maintenance or Staffing of the TLC or TLC Parking Area until the School is also Open, but shall remain obligated to make the Initial County Payment and 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 TLC 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 TLC in the Joint Escrow Account.

In the event the County and School District desire to utilize any portion of the TLC or TLC 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 shall have priority use of the Library Youth Section and courtyard weekdays from the time of the School's morning arrival bell to the time of the School's afternoon dismissal bell (excluding School spring, summer and winter breaks and holidays), and the School 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 or gates to the Library Youth Section or courtyard 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 and courtyard 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 shall have priority use of the Theatre/Cultural Center from the time of the School's morning arrival bell to the time of the School's afternoon dismissal bell (excluding School spring, summer and winter breaks and holidays); (4) the School and School District shall have priority use for any event that is scheduled on the Theatre/Cultural Center calendar by the School principal (or designee) with permission of the TLC Manager (or designee) ; and (5) the County shall have priority use of the Theatre/Cultural Center on any day or time not referenced in (3) or (4), and reservations of the Theatre/Cultural Center for the days and times not referenced in (3) or (4) shall be handled by the County on a "first come first served" basis. Other than the priority use rights set forth above, the rights of the School District and Authorized School Personnel to use the TLC shall be equivalent to the rights of the General Public to use the TLC. The County shall have priority use of the TLC Parking Area during all days and times that the Library or Park is Open. In the event the County or School District schedules an event at the Theatre/Cultural Center on a day or time when the Library is Open, the County and School District agree to direct the Theatre/Cultural Center 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 TLC or TLC 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 foregoing priority of use rights and restrictions may be amended with Joint Approval.

Authorized School Personnel and the School District shall not be charged any User Fee for use of the TLC or TLC Parking Area, and the General Public and County shall not be charged any User Fee for use of the Theatre/Cultural Center 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 TLC, 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/Cultural Center. 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/Cultural Center or courtyard, which shall not be considered a prohibited User Fee. For purposes of this Agreement, the term “tickets” includes any charge, entry fee or donation to attend an event at the Theatre/Cultural Center or courtyard, regardless of whether the charge, entry fee or donation is described or labeled as a “ticket”; however, donations or charges for specific services or goods at the event that are not required to gain admission to the event (e.g. the sale of food, raffles for prizes etc.), shall not be considered “tickets”. In the event tickets are utilized for the event, 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/Cultural Center or courtyard has not been reserved for use by the County or School District, the County or School District shall have the right, but not the obligation, to rent out the Theatre/Cultural Center or courtyard 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, but not the obligation, to rent out the TLC or TLC Parking Area to a private food or beverage vendor, if the location, vendor and rental agreement receives Joint Approval. Beverage sales at the TLC may include alcohol sales, provided such sales do not occur weekdays from the time of the School’s morning arrival bell to the time of the School’s afternoon dismissal bell, and provided that all sale and consumption of such alcohol occurs within the TLC site. 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 recognize that the TLC is a joint use facility serving a dual purpose. Should the Supervisor of Elections need an additional polling or voting location, he will contact the Superintendent of Schools.

After the TLC 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 or content in the Library Youth Section, unless the School District specifically objects to the appropriateness of particular Library Media or content in the Library Youth Section pursuant to applicable state law and School Board policy. Any dispute regarding the appropriateness of Library Media or content 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 TLC, 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 TLC, the TLC 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 TLC and TLC Parking Area, and for Maintenance of the TLC and TLC Parking Area until the County has accepted Maintenance. The County agrees to Indemnify the School District for the Horizontal Construction for the TLC and TLC Parking Area, and for Maintenance of the TLC and TLC Parking Area after the County has accepted Maintenance (except for the Theatre/Cultural Center lighting and sound systems). The School District agrees to Indemnify the County for any Staffing of the TLC required to be provided by the School District, or voluntarily provided by the School District, and for Maintenance of the Theatre/Cultural Center lighting and sound systems. The County agrees to Indemnify the School District for any Staffing of the TLC 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 TLC, the County agrees to acquire and maintain commercial property/fire insurance for the TLC in an amount that is not less than the appraised value of the TLC, 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 TLC and TLC

Parking Area obligations, and may rely solely on self-insurance. If either party obtains casualty or liability insurance for the TLC or TLC 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 TLC or TLC Parking Area.

C. Gymnasium and Playground

It is the general intent of the parties that the School District will own the Gymnasium and Playground, and make them 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 and Playground will occur in connection with the Land Acquisition and Horizontal Construction of Phase 1 of the Park, and that Vertical Construction of the Gymnasium and Playground 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 and Playground, 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 and Playground. 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 and Playground 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 and Playground 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 or Playgrounds 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 and Playground in connection with the site plan approval for the School. The School District and County agree that the Gymnasium and Playground will be considered part of the "educational plant" for the School for purposes of Chapter 1013, Florida Statutes; accordingly, the Gymnasium and Playground shall be constructed in accordance with SREF. To help reduce Maintenance costs for the Gymnasium, the

Gymnasium shall be shall be designed to meet current Green Globes (GGNC) green/sustainable building standards, or equivalent green building standards.

Fee simple ownership of the land underlying the Gymnasium and Playground 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 conveyed to the County an easement to allow the General Public to access and utilize the Gymnasium and Playground consistent with the terms of this Agreement. The County acknowledges that School District plans to add an additional wing to the School to accommodate the growing student population at the School. While the planned location of the additional wing is not within any shared use property, the construction of the additional wing will require the relocation of the existing Playground to a new location. The County hereby consents to the relocation of the Playground to a new location, provided that (a) the new location remains accessible to the General Public during those days and hours that receive Joint Approval at the beginning of each school year, and (b) the School District provides the County with a new or amended easement for the new Playground location. The County further acknowledges that both the existing Playground location and new Playground location may be completely inaccessible to the General Public for a period of time (approximately a year) while the additional wing is under construction, and while the Playground is moved to the new location.

After completion of the Vertical Construction of the Gymnasium and Playground, the School District shall be responsible for Maintenance of the Gymnasium and Playground in a manner that is generally consistent with the School District's maintenance of other gymnasiums and playgrounds in Pasco County. Staffing of the Gymnasium and Playground shall be the responsibility of the School District for Authorized School Personnel and School District sponsored events. Staffing of the Gymnasium and Playground 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 and Playground 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 and Playground weekdays from the time of the School's morning warning bell to the time of the School's afternoon dismissal bell when the School is Open. The County and General Public shall have right to Staff and use the Gymnasium and Playground during those days and hours that receive Joint Approval at the beginning of each school year, unless the School has provided at least two (2) weeks prior written notice that the Gymnasium or Playground are not available during such days or hours. Because the School District will retain fee simple ownership of the land underlying the Gymnasium and Playground, the County agrees that any County Staff working at the Gymnasium and Playground will comply with Background Screening requirements. 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 and Playground shall include a continuing duty to maintain the Gymnasium and Playground in a safe condition and to ensure that any unsafe condition or defect in or upon the Gymnasium or Playground 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 or Playground, the School District shall immediately correct the dangerous condition or prevent the use of the Gymnasium or Playground so as not to endanger the life or safety of persons. If in the course of the County's use of the Gymnasium and Playground, the County becomes aware of any dangerous condition in or upon the Gymnasium and Playground, 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 or Playground 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 or Playground. 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 and Playground, 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 Playground, and permanent fixtures in the Gymnasium and Playground, are not subjected to risk of loss. The School District reserves the right to preclude or interrupt any act or use of the Gymnasium or Playground 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 Playground and make or cause to be made necessary repairs thereto, and to enforce the provisions of this Agreement related to the Gymnasium and Playground, and other rules for the management and operation of the Gymnasium and Playground that have received Joint Approval. The foregoing rights shall exist even when the County and General Public have the right to use the Gymnasium and Playground.

The County and School District agree not to bring into the Gymnasium or Playground 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 Playground, 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 or Playground 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 or Playground, 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 or Playground 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 or Playground 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 or Playground, 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 or Playground.

In the event the County and School District desire to utilize any portion of the Gymnasium or Playground at the same time that the General Public is also authorized to use the Gymnasium or Playground, 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 and Playground. The School District may place signs within or outside the Gymnasium or Playground 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 Playground or permanent fixtures in the Gymnasium or Playground. However, the School District reserves the right to charge individual users of the Gymnasium or Playground for physical damage to any portion of Gymnasium or Playground, or any lost, damaged or stolen fixtures in the Gymnasium or Playground. Notwithstanding the foregoing, both the County and School District reserve the right to rent out or loan removable equipment for the Gymnasium or Playground 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. For purposes of this Agreement, the term "tickets" includes any charge, entry fee or donation to attend an event at the Gymnasium, regardless of whether the charge, entry fee or donation is described or labeled as a "ticket"; however, donations or charges for specific services or goods at the event that are not required to gain admission to the event (e.g. the sale of food, raffles for prizes etc.), shall not be considered "tickets". In the event tickets are utilized for the event, 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. Ticket surcharges for athletic events shall not commence until the beginning of the 2022-23 school year. In addition, the County shall have the right, but not the obligation, to charge organized leagues or paid classes a program 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 program fee, the portion of the program fee attributable to the use of the Gymnasium, the amount of which shall receive Joint Approval, 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, but not the obligation, 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, but not the obligation, 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 and Playground. 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 or Playground by Authorized School Personnel. The County agrees to Indemnify the School District for any use of the Gymnasium or Playground by County Staff or 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 and Playground obligations, and may rely solely on self-insurance. However, if either party obtains property, casualty or liability insurance for the Gymnasium or Playground 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 or Playground.

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. Any chain link fencing (or other fencing material that receives Joint Approval) for the Outdoor Shared Use Facilities 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 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. 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 during those days and hours that receive Joint Approval at the beginning of each school year, unless the School has provided at least two (2) weeks prior written notice that the Outdoor Shared Use Facilities are not available during such days or hours. 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. For purposes of this Agreement, the term "tickets" includes any charge, entry fee or donation to attend an event at the Outdoor Shared Use Facilities, regardless of whether the charge, entry fee or donation is described or labeled as a "ticket"; however, donations or charges for specific services or goods at the event that are not required to gain admission to the event (e.g. the sale of food, raffles for prizes etc.), shall not be considered "tickets". In the event tickets are utilized for the event, 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. Ticket surcharges for athletic events shall not commence until the

beginning of the 2022-23 school year. In addition, the County shall have the right, but not the obligation, to charge organized leagues or paid classes a program 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 program fee for the Outdoor Shared Use Facilities, the portion of the program fee attributable to the use of the Outdoor Shared Use Facilities, the amount of which shall receive Joint Approval, 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 program fee for Maintenance of the Outdoor Shared Use Facilities and the Park, then the portion of such fee attributable to the use of the Outdoor Shared Use Facilities, the amount of which shall receive Joint Approval, 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, but not the obligation, 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, but not the obligation, 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 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 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 days and times that the Gymnasium is Open to the General Public. Unless the County and School District agree otherwise in writing, the Shared Parking Area shall be kept Open, at a minimum, when the School is Open, and every day and time that the Gymnasium is Open to the General Public. 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 TLC Parking Area shall be the primary parking area for the TLC, 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 TLC, 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 TLC 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 TLC, provided that such overflow parking does not materially interfere with the General Public's or Authorized School Personnel's priority use of the TLC, 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 TLC Parking Area or Shared Parking Area shall be addressed in accordance with paragraph L.

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 TLC, Outdoor Shared Use Facilities or Gymnasium for which the parking at the TLC 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. The County and School District hereby grant each other reciprocal overflow parking easements over the Park Parking Areas and School Parking Areas consistent with the requirements set forth herein. The overflow parking easements 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 TLC 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 TLC Parking Area. The School District and County may place signs within or outside the Park Parking Areas, School Parking Areas, Shared Parking Area or TLC 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 hereby grants the School District a drainage easement for this limited purpose. 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 hereby grants the County a drainage easement for this limited purpose. 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 hereby grants the School District a drainage easement for this limited purpose.

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 a solicitation receives Joint Approval from the Shared Use Facility Team, the School District agrees to solicit competitive bids or proposals for the Naming Rights to the Shared Use Facilities. 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/Cultural Center, 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 Theatre/Library/Cultural Center", 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. Except as set forth below, all proceeds from the sale or lease of such rights 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 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/Cultural Center, Gymnasium or Playground 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 Park Pond, School Pond or Shared Wetland System. Notwithstanding the foregoing, the School District shall have the exclusive authority to sell or lease

Signage Rights in the Shared Parking Area (including the eastern side of the fence between the TLC Parking Area and Shared Parking Area), and the proceeds from the sale of such rights may be retained by the School District and shall not be required to be placed into the Joint Escrow Account. The sale of such rights by the School District shall be in accordance with the School District's adopted policies or rules regarding Signage Rights. In addition, the County shall have exclusive authority to sell or lease Signage Rights on the Transit Shelter, in the TLC Parking Area (including the western side of the fences separating the TLC Parking Area from the Shared Parking Area and Playground), in the courtyard between the TLC and School, and in the Tennis Courts, and the proceeds from the sale of such rights may be retained by the County and shall not be required to be placed into the Joint Escrow Account. The sale of such rights by the County shall be in accordance with the County's adopted policies or rules regarding Signage Rights.

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/Cultural Center 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 TLC 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 TLC 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. Joint Approval shall be accomplished by majority vote of those appointed members in attendance at the Shared Use Facility Team meeting; provided, however, for matters that require immediate or frequent Joint Approval, the Shared Use Facility Team may delegate Joint Approval authority to one member of the Shared Use Facility Team, who shall report all delegated Joint Approval decisions at the next regularly scheduled meeting of the Shared Use Facility Team. The physical presence of at least (3) Shared Use Facility Team voting members shall constitute a quorum; all other voting and non-voting attendees may attend the meeting virtually. The physical location of meetings of the Shared Use Facility Team shall be at the TLC, or at another location open to the General Public. The date, time, location and agenda for meetings of the Shared Use Facility Team meeting shall be included on the County's and/or School District's website calendar(s) at least seven (7) days in advance of the meeting, except in the case of emergency meetings of the Shared Use Facility Team. Minutes shall be taken at each Shared Use Facility Team meeting, and the meeting minutes shall receive Joint Approval at subsequent meetings. The Shared Use Facility Team shall 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 TLC 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.

AMENDMENTS TO SECTION 17.:

Section 17. License Agreement for Park Site Management

As material consideration for this Agreement, the Master Developer has agreed with the County to (a) manage, operate and maintain the Park Site improvements (excluding the Shared-Use Facilities) for a period of approximately five (5) years and terminating on December 31, 2022, and (b) prior to March 31, 2023, make a lump sum payment to the County in the amount of \$240,330.00, less the County portion of the deficit for Year 5, as calculated pursuant to Section 18 ("Lump Sum Payment"),_to

fully cover the Master Developer's share of the cost of managing, operating and maintaining the Park Site improvements up to and including December 31, 2025. The Master Developer and County entered into a License Agreement addressing the Master Developer's management, operation and maintenance obligations for the Master Developer's five (5) year maintenance period. This License Agreement shall be terminated, without further action by the Master Developer or County, as of December 31, 2022. Following such termination, the County shall assume full responsibility for operation and maintenance of the District Park Site, except for the Lump Sum Payment required above. The Master Developer shall ensure that (a) all of the Master Developer's (or the Master Developer's designated Park Site maintenance entity(ies)) agreements for the use, management, operation or maintenance of the District Park Site are terminated as of December 31, 2022, and (b) all goods and equipment are removed from the District Park maintenance building prior to December 31, 2022.

AMENDMENTS TO SECTION 18.:

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 approximately five (5) years and terminating on December 31, 2022, 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%

In the event there is a Park Site operation and maintenance surplus in any calendar year, such surplus funds (if any) shall be carried forward into the next calendar year and utilized to defray operation and maintenance expenses for such ensuing year. Any remaining operating and maintenance surplus as of December 31, 2022, and any Park Site revenues received after the deficit and surplus calculations for Year 5 have been completed, 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 calendar year, and end on December 31, 2022. The Master Developer and County shall agree on the amount of the Year 5 deficit/surplus no later than February 15, 2023. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed to prohibit Master Developer from submitting a reimbursement request for the County's share of the deficit for Years 4 or 5 of the Agreement.

The Master Developer provided security for such deficit funding commitment pursuant to the License Agreement, which security shall be returned to the Master Developer within thirty (30) days after the License Agreement termination date, or within thirty (30) days after the Master Developer's payment of the Lump Sum Payment required by Section 17, or within thirty (30) days after the removal of all the goods and equipment from the District Park maintenance building, whichever occurs later.

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.