infrastructure required to be provided by the Master Developer pursuant to Section 14. of this Agreement.

(5) ^ / v u v] (Ç _ } Œ ^ / v u v] ( ] š] } v 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, Æ ‰ v • • U š š } Œ v Ç [• (• U v i µ P u v š • 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 law, 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) ^ : }] v š ‰ ‰ Œ } À o _ • Z o o u v ‰ ‰ Œ } À Ç š Z W • } } µ v š Ç } 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) ^ : }] v š • Œ } Á } µ v š _ • Z o o u v • ‰ Œ š } µ t y š Clerk] v š] v and Comptroller for the Maintenance and Staffing of the Shared Use Facilities.

(8) ^ > v ‹ µ] •] š] } v _ • Z o o u v ‹ µ] Œ] v P o v (} Œ ^ Z Œ h • & payment or impact fee creditmee creditmee creditmth W* 912 0ligdi(ts,)ed, tind(t)9(entio)5(m)-sneb

(11)

(21)

(30) "Shelter" means a structure adjacent to the TLC, and designed in accordance with the Pasco County Public Transportation (PCPT) specifications for a transit shelter.

(31) "Admission Fee" means any fee for use of or entrance into a facility, including any parking fee.

(32) "Shared Use Facility" means the Facility and the capital costs associated with making a Shared Use Facility 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 aboveground 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) "Shared Use Facility" means a facility for which Preferred Scheduling is available to the General Public or Authorized School Personnel, 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 Florida Building Code.

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 165(h)4(e)3(a)5(ter/)-5(L)10(i)-3(b)4(r)-3(a)5

Area will occur no later than the Vertical Construction of the School terms herein. It is also t

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 in 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 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] • š Œ] š (} Œ š r Z 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] • } u ‰ o š U v • µ Z o] • š • Z o o š Z reimbursement. The School District may add a construction management fee to the final Vertical Construction costs, provided such fee does not exceed one hundred fifty thousand dollars ($150,000.00). The County shall not be required to pay any interest on the required reimbursement amount, provided that the County does not suspend or reduce its library impact fees beyond December 31, 2013. 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] o } v š Œ š (} Œ š Z d > v d > W Œ l] v P } µ v š Ç W Ç u v š _ • X d Z u } µ v š } (š Z / v] š] o } µ v š Ç W Ç u v š • Z o o o (š Z } µ v š Ç [• o] Œ Œ Ç] u ‰ š (• Æ] • š] v P • } (š Z š build Z ^ Z } } o 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 Œ š Z } µ v š Ç [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 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

be solicited by the School District in accordance with the qualifications-based design-build requirements of the } v • µ o š v š • [} u ‰ š] š] À (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 a 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. The District shall continue to

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,

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

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 checkout 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.

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 P v Œ o o Ç } v •] • š v š Á] š Z š Z } µ v š Ç [• u] v š v v } (>] Œ Œ Ç D]] v Pasco County libraries. As part of such Maintenance, the County shall have exclusive authority to screen or filter the appropriateness of Library Media content in the Library Youth Section, unless the School District specifically objects to the appropriateness of particular Library Media content in the Library Youth Section pursuant to applicable state law and School Board policy. Any dispute regarding the appropriateness of Library Media 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

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 S Z } } o] • š Œ] š [• D] v š v v and Playground shall include a continuing duty to maintain the Gymnasium

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] • š Œ] š [• D] v š v v } • š • (} Œ š Z The ^ Z 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 prohibited User Fees. For ‰ µ Œ ‰ } • • } (š Z] • P Œ u v š U š Z š Œ u ^ š] l š • _] v o µ • v Ç Z Œ P U event at the Gymnasium, regardless of whether the charge, entry fee or donation is described or labeled • ^ š]; 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 } v •] Œ ^ š]. 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 2021-2022 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.

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 P v Œ o o Ç } v •] • š v š Á] š Z š Z ^ Z } } o] • š Œ] š [• u] v š v v } (} š Z Œ } 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. Facool isviding(o)auctideasuctitw5(k)7(ee(5(2n)6((all7(wla)3ek)8(o)5ptin)3( )] TJ -3

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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

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 School District schedules a special event at the Outdoor Shared Use Facilities on a day or time when 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 proc spnance of the Outdoor

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

the property, casualty or liability insurance policy, and the cost of 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 ' v Œ o W µ o] [• } Œ µ š Z } Œ] Ì ^ Z } } o W TLC Outdoor Shared Use Facilities or Gymnasium. The determination of whether overflow parking materially interferes with the General W µ o] [• ‰ Œ] } Œ] š Ç µ • • Z o o u Ç š Z } µ v š Ç U v š Z š Œ u] v š materially interferes with Authorize ^ Z } } o W Œ • } v v o [• ‰ Œ] } Œ] š Ç µ • • Z o o u 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 ' v Œ o W µ o] [• v } Œ u o µ • } (š Z W Œ l U } Œ u š Œ] o o Ç] v š Œ (Œ Á normal use of the School. The determination of whether overflow parking materially interferes with š Z ' v Œ o W µ o] [• v } Œ u o µ • made by the County and the determination of Á Z š Z Œ } À Œ (o } Á ‰ Œ l] v P u š Œ] o o Ç] v š Œ (Œ • Á] š Z µ š Z } Œ] Ì ^ 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 C. 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 is Open.

In the event the County and School District desire to utilize the 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

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

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 •µ Z Œ]PZš• Ç šZ ^ Z}}o]•šŒ] š •Z oo]v }Œ v Á]šZ šZ ^ Z 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 } µ v š Ç [• } ‰ š ‰ } o]] • } Œ Œ 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 š Á v š Z } µ v š Ç [• v ^ Z}}o]•šŒ] š[• } ‰ š ‰ } o]] • } Œ Œ µ o • Œ 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 right over the TLC Parking Area, Shared Parking Area and/or Multi-

reconciliation process and revenue adjustment process set forth above is insufficient to address this inequity, 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.f 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 sha

fully } À Œ š Z D • š Œ À o } ‰ Œ [• • Z Œ } (š Z } • š } (u v P] v P U } ‰ Œ Site improvements up to and including December 31, 2025 The Master Developer and County entered into a License Agreement addressing the Master Developer Œ [• u v P u v š U } ‰ Œ š] } v v u] v š } o] P š] } v • (} Œ š Z D • š Œ À o } ‰ Œ [• ( ] À ~ ñ • Ç Œ u] v š v v ‰ Œ 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 } (š Z D • š Œ À o } ‰ š Œ Œ [• ~ } À Œ o š ‰ Œ Œ [• •] P v š W Œ l ^ 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

The Master Developer provide 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 À o } ‰ Œ [• ‰ Ç u v š } (š Z > µ u ‰ ^ µ u W Ç u within thirty (30) days after ^ š] } v í ó the removal of all the goods and equipment from the District Park maintenance building, which occurs later.

d Z D • š Œ À o } ‰ Œ l v } Á o P • š Z š š Z } µ v š Ç [• ‰ Œ (} Œ u v commitment is subject to Section 129.07, Florida Statutes. Nothing in this Agreement shall be construed •] Œ š } Œ] v] Œ š ‰ o P } (š Z } µ v š Ç [• À o } Œ u š Æ] v P ‰ } Á 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] P Z š š } ‰ Ç š Z } µ v š Ç [• Œ ‹ µ] Œ • Z Œ } (• µ Z ( ]] š (µ itself of any of the following, alternative remedies: (i) increase park user fees, charges r(ll)3( )] TJ ET Q q 0.0