

**THIRD AMENDMENT TO AGREEMENT BETWEEN
PASCO COUNTY AND
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF
JAY B. STARKEY WILDERNESS PARK**

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between Southwest Florida Water Management District, a public corporation, in for itself and on behalf of Coastal Rivers and Pinellas-Anclote River Basins, hereinafter called "the District," and Pasco County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "the County."

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement dated November 21, 1989, for the development, construction, operation, and maintenance of Jay B. Starkey Wilderness Park, hereinafter referred to as "the Park," on District-owned lands; and

WHEREAS, the District and the County amended the Agreement on August 28, 1990, to incorporate additional lands into said Agreement for management as part of the Park, and further amended the Agreement on July 16, 1991, to extend deadlines for construction of the Park; and

WHEREAS, the District and the County hereto wish to amend the Agreement to include the construction of a ten (10) foot wide asphalt trail from Wilderness Park Boulevard, beginning at the Park entrance, and continuing for a distance of approximately 4,800 feet, to connect to the existing paved trail within the Park, which is described in Exhibit "A," attached hereto and hereinafter referred to as "the Project."

NOW, THEREFORE, the District and the County, in consideration of the mutual covenants and conditions contained herein do mutually agree to amend the Agreement as follows:

1. Use: The County will construct a new ten (10) foot wide asphalt trail, approximately 4,800 feet in length, as described in Exhibit "A," incorporated herein by reference and will be built in accordance with conditions listed in Notice General Permit No. 51-029-4067-001 issued by the Florida Department of Environmental Protection.

2. Purpose: The primary purpose of the Project will be recreational use by patrons of the Park. Upon completion of the Project, the County will erect signage advising the public of the purpose of the Project and specify that pedestrians and others entering the Park must refrain from using the Park roadway, which is reserved for vehicles entering the Park. The District reserves the right to use the trail for water management purposes.

3. Final Design and Approval: The County will provide the District with three signed and sealed copies of the final design and construction plans. The County will obtain the District's approval, in writing, of the final design and construction plans prior to construction of the Park. The District will not unreasonably withhold such approval.

SWF Parcel No. 16-010-017X

4. Permits: The County will obtain all the necessary permits, approvals, and licenses from all appropriate agencies prior to construction of the Project. If the Project requires a District permit, the permit applicant will be the owner or the authorized agent of the owner of the land to be occupied or otherwise used for the proposed Project development.

5. Project Construction: The County will require the contractor to construct the Project in substantial compliance with the approved design and construction plans for the Project. The Project will be constructed to the same engineering standards of other existing paved trails within the Park. All construction will be in conformance with the State of Florida Building Codes and Construction Standards for similar projects, if applicable. The County will require that the contractor be responsible for all labor, equipment, and materials needed for the Project.

6. Costs and Maintenance: The County will be solely responsible for the cost of construction and perpetual maintenance of the Project.

7. Property Interest: Nothing in this Agreement will be construed to create or vest in the County any interest or title to the Park.

8. Project Records and Documents: Each party will, upon request, permit any other party to examine or audit all Project related records and documents during or following completion of the Project. All records and documents generated or received by a party to this Agreement in relation to the Project are subject to and shall be retained in accordance with the requirements of the Public Records Act in Chapter 119, Florida Statutes.

9. All other terms and conditions contained in the Agreement dated November 21, 1989, as amended on August 28, 1990, and July 16, 1991, which are not inconsistent herewith are hereby ratified, approved, and confirmed by the parties, and shall be applicable to the Park as described and incorporated in the Agreement, as amended between the District and the County.

SWF Parcel No. 16-010-017X

IN WITNESS WHEREOF, Pasco County has caused this agreement to be duly executed in its name by its Board of County Commissioners acting by the Chairman of said Board, this _____ day of _____, 2010.

(SEAL)

ATTEST:

PAULA S. O'NEIL, Ph.D., CLERK AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY _____
PAT MULIERI, Ed.D., CHAIRMAN

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

BY: _____
ERIC SUTTON
LAND RESOURCES DIRECTOR

Approved By:

Initials

Date

Attorney

LND Manager

LND Director
