

AGREEMENT

THIS AGREEMENT is made by and between CRP II – Tarpon Springs, LLC (“Developer”), whose mailing address is 102 West Whiting Street, Suite 600, Tampa Florida, and Pasco County, a political subdivision of the State of Florida (“County”), whose mailing address is 37918 Meridian Avenue, Dade City, Florida 33525.

WHEREAS, Developer intends to construct a project known as the Helen Ellis Hospital Expansion (Project), and Developer must perform mitigation as part of the Project’s Southwest Florida Water Management District (SWFWMD) permit and the U.S. Army Corps of Engineers (ACOE) permit; and

WHEREAS, Pasco County owns land in the vicinity of the Project that would benefit from wetland enhancement activities, and the County is willing to authorize Developer to enhance and increase wetlands on the county-owned parcel upon compliance with certain requirements and conditions of this Agreement; and

WHEREAS, it is the purpose and intent of this Agreement that Pasco County and Developer cooperate and assist each other in achieving the mutual goals of wetland mitigation and enhancement of the county owned parcel, for the benefit of the public.

NOW THEREFORE, for and in consideration of the promises, terms, and mutual covenants herein contained, the parties hereto agree as follows:

1. RECITALS. The above recitals are incorporated herein by reference.

2. PROPERTY. Subject to the terms and conditions set forth in this Agreement, Pasco County shall, by separate instrument, grant a non-exclusive Temporary Construction Easement for a term of eleven (11) years to Developer to that certain real property described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter “Mitigation Parcel”).

3. TERM. The Temporary Construction Easement “Easement” will be for a term of eleven (11) years from the effective date of this Agreement. The Easement will allow activities (construction, maintenance, monitoring) as required by the SWFWMD ERP No. 43031945.004 and the ACOE Permit No. SAJ-2009-01024 (IP-THE) until success criteria are achieved.

4. THE RESTORATION PLAN. Developer has prepared a preliminary Restoration Plan that identifies the project area, goals, enhancement activities, and a schedule for the performance of the enhancement activities, including the removal of nuisance species and the planting of desirable wetland species, as set forth in Exhibit “B” to this Agreement (“Preliminary Restoration Plan”). As soon as possible after execution of this Agreement, Developer shall, at its own expense, complete the Mitigation Plan, present the Mitigation Plan to Pasco County’s ELAMP Division for its review, input and approval, and obtain all necessary permits and approvals, including a permit from SWFWMD & ACOE, and provide to County any necessary bond(s), for the

work identified in the Mitigation Plan. Developer shall pay all costs associated with preparing and obtaining the necessary permit(s).

5. AUTHORIZATION TO USE MITIGATION PARCEL. Following issuance of the SWFWMD & ACOE permits and issuance of County approval of the plans and improvements, Developer may use the Mitigation Parcel for construction and performance of the mitigation activities in accordance with such permits and approvals.

6. IMMEDIATE RIGHT OF ACCESS. Pasco County grants to Developer a license to immediately enter on the Mitigation Parcel to perform testing and other activities that are necessary to apply for and process the SWFWMD & ACOE permits application and county permits and approvals.

7. NOT ASSIGNABLE. The Easement will not be assignable, and Developer shall not assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the prior written consent of the Pasco County Administrator, which consent may be withheld for any reason.

8. STATUS OF AGREEMENT. This Agreement is a wetland mitigation agreement and not a development agreement.

9. TERMINATION. This Agreement and the Easement shall terminate upon failure of SWFWMD & ACOE to issue the permits described herein within 365 days of the effective date of this Agreement.

10. RECORDING. This Agreement shall not be recorded.

11. INDEMNIFICATION. Developer for itself, and on behalf of its agents, employees and contractors, agrees to indemnify, defend, and hold harmless the County from any and all liability and claims for damages of any kind, including property damage or injury or death to persons in any way arising out of, or in any way relating to, the activities performed by Developer or its agents, employees or contractors on the Mitigation Parcel.

12. EFFECTIVE DATE. This Agreement shall be effective on the date last executed by either of the parties.

13. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

DEVELOPER:

CRP II – Tarpon Springs, LLC



Witness signature

John W Heuer

Witness print name



Allen Goins, President

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 or Vice-Chairman of said Board, this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY _____
PAULA S. O' NEIL, Ph.D.
Clerk & Comptroller

BY _____
PAT MULIERI, Ed. D., Chairman