

FIRST AMENDMENT TO DOVE POND JOINT PROJECT AGREEMENT
(COMPARISON VERSION)

4. **Totality of the Parties' Obligations and Consideration.** CNL will pay any costs it directly incurs (e.g., CNL consultants and counsel, application fee) associated with processing the LIV Application and obtaining a final LIV from the City on behalf of the COUNTY. The Dove Pond RSF has been designed and will be constructed to achieve the objective of discharging no stormwater in a 1994 Historical Storm event, or a 100-year, 24 hour storm event, as described in the Benefits Summary. The Parties acknowledge that the Development Authorizations, including the LIV, will require the construction of the Dove Pond RSF as a condition precedent to the discharge of stormwater from constructed Development within the Dove Pond Basin of the Canopy Project. The Parties agree and understand that the construction of the proposed Dove Pond RSF is subject to both the issuance of the Development Authorizations, including the LIV and actual construction of Development (excluding public infrastructure, facilities, and institutional uses as described below) within the Dove Pond Basin of the Canopy Project. The construction of the proposed Dove Pond RSF will be undertaken in conjunction with the construction of any Development (excluding public infrastructure, facilities, and institutional uses as described below) within the Dove Pond Basin of the Canopy Project. If CNL obtains the required authorizations from applicable state agencies and the City to permit alternative stormwater facilities (on a temporary or permanent basis) within the Dove Pond Basin upland areas to accommodate public infrastructure, facilities and institutional uses, the construction of the proposed Dove Pond RSF will not be required in conjunction with the development and construction of the following publicly owned and/or operated infrastructure and facilities, and institutional uses: a 4-lane Welaunee Boulevard roadway, a 2-lane Dempsey Mayo Boulevard roadway, an elementary school, a firestation, and a medical clinic; and necessary supporting infrastructure such as utilities, drainage, connection roads, and sidewalks etc. The public infrastructure and facilities as described above will be constructed to ensure that future Dove Pond RSF will achieve the objective pursuant to this paragraph which provides that no stormwater in a 1994 Historical Storm event , or a 100- year, 24 hour storm event, will be discharged as described in the Benefits Summary.

The COUNTY hereby grants CNL the authority to construct the Dove Pond RSF consistent with the LIV, and CNL agrees to pay for the construction of the Dove Pond RSF. CNL agrees to notify the COUNTY in writing upon commencement and completion of construction of the Dove Pond RSF. In consideration for the COUNTY not having to pay for the LIV costs and the future costs to construct the Dove Pond RSF as stated above, the COUNTY agrees: (a) to, in good faith, seek to obtain the LIV from the City as outlined above; (b) to not object to the Development of the Canopy Project and the Development Authorizations; and (c) that no further commitment of any form,

including mitigation, arising out of the Development of the Canopy Project and any of the Development Authorizations, is required by the COUNTY.

If, after the LIV is approved, the Dove Pond RSF design or plans need to be revised or adjusted which would require the LIV to be modified, the COUNTY agrees to execute, and the Parties agree to process a LIV modification under the same terms described in this JPA as the initial LIV Application. This JPA shall not affect CNL's right and sole-discretion, which the COUNTY acknowledges, to approve, disapprove, or condition the use of the Dove Pond RSF by other land owners or developers within the Toe, provided that any use by other parties is not in conflict with the provision of the agreed-upon storage capacity to be provided to the COUNTY pursuant to this JPA.