



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

<p>The South Florida Water Management District (Hereinafter referred to as DISTRICT)</p> <p>Hereby enters into this contract with:</p> <p>Name: EIP Florida Water Quality, LLC, a Delaware limited liability company Address: 5550 Newbury Street, Suite B Baltimore, MD 21209</p> <p>Project Manager: David Urban Telephone No: (847) 553-8675 Email: david@ecosystempartners.com</p> <p>Hereinafter referred to as: DEVELOPER</p>	<p>This number must appear on all Invoices and Correspondence</p> <p>CONTRACT 4600004527 PO 9500009421</p> <p>SBE PARTICIPATION: 25%</p>
<p>PROJECT TITLE: DESIGN/BUILD OF A LOWER KISSIMMEE BASIN STORMWATER TREATMENT PROJECT, OKEECHOBEE COUNTY, FLORIDA</p>	
<p>TOTAL CONTRACT AMOUNT: NOT-TO-EXCEED \$300,000,000</p> <p>CONTRACT TYPE: LUMP SUM NOT-TO-EXCEED</p>	
<p>District Project Managers: Andrea Martinez Posada / Tom McKernan Telephone No: (561) 682- 6496 / (561) 682-2673 Email: andmarti@sfwmd.gov and tmckerna@sfwmd.gov</p> <p>District Contract Specialist: Johanna Labrada Telephone No: (561) 682-2520 Email: jlabrad@sfwmd.gov</p>	
<p>SUBMIT NOTICES TO THE DISTRICT AT:</p> <p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p> <p>Attention: Andrea Martinez Posada / Tom McKernan, Engineering and Construction Bureau</p>	<p>SUBMIT NOTICES TO THE DEVELOPER AT:</p> <p>EIP Florida Water Quality, LLC Newbury Street, Suite B Baltimore, MD 21209 Attention: David Urban</p> <p>With a Copy to: Mitchell Chadwick LLP 3001 Lava Ridge Court, Suite 120 Roseville, CA 95661</p> <p>Attention: G. Braiden Chadwick / Erica Brinitzer- Graff</p>

PROJECT AGREEMENT

This Project Agreement (“Agreement”) is made and entered into on December 15, 2021 (the “Effective Date”), by and between the South Florida Water Management District, a government entity existing under Chapter 373, Florida Statutes, (“District”) and EIP Florida Water Quality, LLC, a Delaware limited liability company (“Developer”), collectively referred to as the “Parties.”

Background

History of Impairment

Since the 1970s, the phosphorus loads reaching Lake Okeechobee have been increasing, changing the nutrient budget within the lake from phosphorus limiting to nitrogen limiting. This has led to an increased rate of eutrophication and an increased frequency of blue-green algal blooms. The Lake Okeechobee water quality impairment was identified and added to the Florida Department of Environmental Protection (“FDEP”) 303(d) list in 1998. The water quality impairments identified are phosphorus, dissolved oxygen, ammonia, coliforms, and chlorides.

The high phosphorus levels were identified as the primary impairment. In 2001, the Total Maximum Daily Load (“TMDL”) for phosphorous in Lake Okeechobee was established. The TMDL indicates that all phosphorus loads to the lake are from nonpoint sources, primarily from stormwater runoff originating on agricultural lands. The TMDL established a maximum in-lake phosphorus concentration of 40 parts per billion (ppb) within the pelagic zone of the lake.

Project Description

One of the projects to be funded under the Governor’s 2020/2021 budget is the C-38 Reservoir Assisted Stormwater Treatment Area (C-38 RASTA), also known as the Lower Kissimmee Basin Stormwater Treatment Project (the “Project”). Based on the most recent 5-year average (Water Years 2016-2020), the total phosphorus load to Lake Okeechobee was 575 metric tons, which is 435 metric tons above the TMDL target set by FDEP. The Project will treat water from the L-62 Canal and Lake Okeechobee. The Project was included in the 2020 Lake Okeechobee Basin Management Action Plan (Future BMAP Project F-25; FDEP 2020) and the 2020 Lake Okeechobee Protection Plan Update (SFWMD 2020) as C-38 RASTA. The District awarded this Agreement to Developer after conducting a single-phase design/build procurement process.

The Project will be designed, constructed, and operated in the following phases:

Phase One, which is comprised of the following two (2) subphases:

- Phase One A: All due diligence work necessary to determine Project viability as described and established in Exhibit A.
- Phase One B: Preparation of preliminary design and necessary permit applications to the levels established in Exhibit A and development of a Stipulated Payments and Deliverables Proposal (as hereafter defined) for the Phase Two services.

Phase Two: If the District accepts the preliminary design and Stipulated Payments and Deliverables Proposal, Developer will complete the design, permitting, and pre-construction services; the Land Transfer (in accordance with Section 6.1 of this Agreement); construction and post-construction tasks, including performance testing, commissioning, training and support; and operation of the Project until turnover to the District occurs.

Terms and Conditions

1. Cover Page and Background

The Cover Page and Background are part of this Agreement.

2. Exhibits

The following Exhibits are attached to and made a part of this Agreement:

- A. Phase One – Statement of Work and Milestones
- B. Phase One – Payment and Deliverable Schedule
- C. Insurance Requirements Checklist
- D. General Conditions
- E. Sample Invoice
- F. Small Business Enterprise Subcontractor Participation Schedule
- G. Statements of Intent to Perform as a Small Business Enterprise Subcontractor
- H. Small Business Enterprise Final Certification
- I. Small Business Enterprise Subcontractor Revised Participation Schedule
- J. Project Boundary (Map and Legal Description)
- K. Land Transfer Agreement

3. Agreement Term

The term of this Agreement begins on the Effective Date and ends upon the District's payment of the final sum set forth in Exhibit B or, if a Stipulated Payments and Deliverables Amendment (as hereafter defined) is mutually executed by the Parties, upon District's payment of the final sum set forth in the Stipulated Payments and Deliverables Amendment. The term of this Agreement consists of Phase One and, if a Stipulated Payments and Deliverables Amendment is mutually executed by the Parties, Phase Two (collectively, the "Agreement Term"). Phase One will commence on the Effective Date and end upon the Parties' mutual execution of the Stipulated Payments and Deliverables Amendment or upon the District's payment of the final sum set forth in Exhibit B if no Stipulated Payments and Deliverables Amendment is executed, in accordance with the terms of this Agreement (unless this Agreement is earlier terminated pursuant to Section 16). Phase Two, starting with the "Final Design Period," will commence upon the

Parties' mutual execution of the Stipulated Payments and Deliverables Amendment. The "Construction Period" of Phase Two will commence on the day after delivery by the District of the Notice to Proceed to Construct. The "Facility Startup Period" of Phase Two will commence on the day after the District accepts any construction completion documentation required under the Statement of Work and Milestones attached as an Exhibit to the Stipulated Payments and Deliverables Amendment and issues the construction completion documentation to Developer. The "Operations Period" of Phase Two will commence on the 1st of May following regulatory approval to commence flow-through operations. The Project shall be turned over to the District on the date that is seven (7) years after the start of the Operations Period or upon the completion of five (5) successful operational years, whichever occurs first (the "Turnover Period"). The end date of this Agreement shall be either (a) the date upon which the District makes the final payment to Developer, in accordance with the Stipulated Payments and Deliverables Amendment, (b) if a Stipulated Payments and Deliverables Amendment is not executed by the Parties, the date upon which the District makes the final payment to Developer in accordance with Exhibit B, or (c) the date of final payment to Developer following a termination for or not for cause in accordance with Section 16, and is hereinafter referred to as the "Agreement Termination Date."

4. Phase One. The District shall compensate Developer in accordance with the Payment and Deliverable Schedule set forth in Exhibit B for Developer's reasonable costs incurred for the Phase One services, which will in no event exceed \$12,600,000.00 (\$5,930,000.00 for Phase One A). Developer shall commence Phase One A upon the Effective Date of this Agreement. Developer shall perform the Phase One A services in accordance with the tasks, deliverables, and time periods set forth in Exhibit A. At the conclusion of Phase One B, the District shall notify Developer in writing of the status of the State appropriations necessary to pay for Final Design and acquisition of the Project Property (as hereafter defined).

4.1 Acceptance of Phase One A Deliverables and Commencement of Phase One B. Phase One A will be deemed complete when (a) Developer performs the Phase One A services in accordance with the tasks, deliverables, and time periods set forth in Exhibits A and B, and (b) the District accepts the Task 1 draft final Reconnaissance Study and the Task 2 draft final Preliminary Design Documentation Report (each, a "Phase One A Deliverable") in writing. In the event that the District elects not to proceed with Phase One B, the District shall not be responsible in any way for any expenses incurred by Developer due to Developer's decision to move forward with Phase One B prior to the completion of Phase One A. If Developer commences Phase One B prior to completion of Phase One A, then Developer does so at its own risk. The District shall have sixty (60) days from the date it receives each Phase One A Deliverable to notify the Developer of any flaw related to the Phase One A Deliverable that may prevent the success of the Project. The District shall have ninety (90) days from the date it receives each Phase One A Deliverable to provide the District's acceptance or rejection of that Phase One A Deliverable in writing to Developer. Failure to timely reject or accept a Phase One A Deliverable in accordance with this Section 4.1 will automatically deem the Phase One A Deliverable accepted by the District. Notwithstanding the foregoing, nothing in this Section 4.1 is meant to affect the timelines for the

District to provide comments to specific aspects of the Phase One A Deliverables as specifically set forth in Exhibit A.

5. Stipulated Payments and Deliverables Proposal and Stipulated Payments and Deliverables Amendment Process.

5.1. Stipulated Payments and Deliverables Proposal. As part of Phase One B, Developer shall provide the District with a proposal for Phase Two (the “Stipulated Payments and Deliverables Proposal” or “Proposal”), which shall establish the detailed commercial terms for the Phase Two services including, at a minimum: (a) a proposed stipulated contract price (the “Contract Price”); (b) a proposed stipulated payment schedule, which will include a percentage of the Contract Price to be paid for completion of each major component (each, a “Milestone”) of the Phase Two services; (c) a proposed stipulated statement of work, which shall include Project Milestones and deliverables; (d) a list of the assumptions and clarifications made by Developer in the preparation of the Proposal; and (e) an estimated schedule indicating the approximate times (numbers of days or dates) for starting and completing the various Milestones.

5.2. Review and Action upon District’s Receipt of Proposal. After Developer’s submission of the Stipulated Payments and Deliverables Proposal, the Parties shall meet to discuss and review such Proposal, negotiate in good faith, and attempt to reach agreement on the terms of the Stipulated Payments and Deliverables Proposal. The Parties hereby expressly acknowledge and agree that the Stipulated Payments and Deliverables Proposal shall be negotiated and the Agreement amended accordingly.

5.3. Acceptance of Stipulated Payments and Deliverables Proposal. If District accepts the Stipulated Payments and Deliverables Proposal, as may be amended by Developer based on discussions with the District, the Stipulated Payments and Deliverables Proposal shall be incorporated into this Agreement by formal amendment (the “Stipulated Payments and Deliverables Amendment”), and duly executed by both Parties.

5.4. District’s Rights if Parties Fail to Reach Agreement on Proposal. If the Parties are unable to reach an agreement on the Stipulated Payments and Deliverables Proposal within sixty (60) days of receipt of such Proposal, as may be extended by the mutual agreement of the Parties, the Proposal shall be deemed withdrawn and of no effect. In such event, the District shall pay Developer the final sum set forth in Exhibit B within thirty (30) days of the expiration of the time limit for the District’s acceptance of the Stipulated Payments and Deliverables Proposal, subject to Section 7.1, and this Agreement shall thereafter automatically terminate and the Parties shall have no further obligations under this Agreement unless otherwise expressly set forth herein.

6. Project Property.

The project property consists of approximately 3,350 acres, as legally described and depicted in Exhibit J (the “Project Property”).

6.1. Land Transfer. During Phase Two, following completion of the Final Design Period, and simultaneously with the payment for the Final Design Period, Developer agrees to sell (or cause its affiliate to sell) to District, and District agrees to purchase from Developer (or Developer's affiliate), the Project Property (the "Land Transfer"), pursuant to the terms and conditions set forth in this Section 6.1 and the Land Transfer Agreement (as hereafter defined). The Land Transfer Agreement shall specifically set forth the timing and process for transferring the Project Property to the District, as well as the purchase price for the Project Property and shall be in substantially the same form as Exhibit K (the "Land Transfer Agreement"). The final form of the Land Transfer Agreement will be incorporated in and made a part of the Stipulated Payments and Deliverables Amendment that is subject to and contingent upon approval by the District's Governing Board. The Land Transfer Agreement will not be effective unless and until it is executed and delivered by each party and shall automatically terminate simultaneously with this Agreement if this Agreement is terminated prior to the closing of the Land Transfer. Developer (or Developer's affiliate that owns the Project Property) shall, prior to the Governing Board meeting at which the Stipulated Payments and Deliverables Amendment is presented for approval, execute the Land Transfer Agreement and deliver it to District. If the Land Transfer Agreement is approved by the District's Governing Board as incorporated in and a part of the Stipulated Payments and Deliverables Amendment, the District shall sign and deliver the Land Transfer Agreement to Developer simultaneously with the execution and delivery of the Stipulated Payments and Deliverables Amendment to Developer. If the Land Transfer is completed and closed, it will be done in accordance with the terms and conditions set forth in the Land Transfer Agreement and this Section 6.1. The Developer will be entitled to and owed the payment for the Final Design Period when the following occurs:

(a) The District has not terminated the Land Transfer Agreement pursuant to Section 5.c, 5.d, or 5.e of the Land Transfer Agreement;

(b) Developer (or Developer's affiliate that owns the Project Property) has performed Developer's obligations under the Land Transfer Agreement; and

(c) The District has been appropriated funds from the State for the purchase of the Project Property under the Land Transfer Agreement.

Notwithstanding the foregoing, in the event that the District terminates the Land Transfer Agreement under any provision of the Land Transfer Agreement other than Section 5.c, 5.d, or 5.e, Developer shall remain entitled to and owed the payment for the Final Design Period (despite the Land Transfer failing to close), subject to the provisions of Section 7.1 and Section 16 herein.

6.2. Access to Project Property. During the Agreement Term, the District and the District's representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will be provided reasonable access to the Project Property for their observation, inspection, and testing; provided, however, that such access and testing shall be coordinated with Developer and shall not in any way interfere with Developer's performance under this Agreement. Subject to the foregoing, Developer shall provide such visitors with proper

and safe conditions for access and advise such visitors of Developer's Project Property safety procedures and programs so that any visitors may comply therewith as applicable.

6.3. Title Objections. Within sixty (60) days of the Effective Date of this Agreement, the District will obtain, and provide to Developer, a title insurance commitment (the "Title Commitment"), issued by a title insurer mutually acceptable to the Parties, agreeing to issue to the District upon the recording of the deed transferring the Project Property to the District, an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price (as defined in the Land Transfer Agreement) insuring the District as to marketable title to the Project Property. In the event that either the Title Commitment or the Boundary Survey (as defined in and to be prepared and delivered to the District pursuant to Exhibit A) reveals any title matters affecting the Project Property that the District finds objectionable in the District's sole and absolute discretion, then the District may notify Developer in writing specifying the title matters that the District deems unacceptable (collectively, the "Title Objections") within (a) 120 days of the Effective Date for Title Objections to any items contained within the Title Commitment, or (b) the later of (i) 120 days after the Effective Date or (ii) thirty (30) days after Developer's delivery of the Boundary Survey for Title Objections to any items contained within the Boundary Survey that were not contained within the Title Commitment. Any Title Objections not objected to in writing within the timeframes set forth in subsections (a) and (b) above shall be automatically deemed Approved Exceptions (as defined in the Land Transfer Agreement).

6.4. Appraisals. District shall, no later than 210 days after the Effective Date, obtain and provide to the FDEP two (2) certified appraisals for the Project Property, in accordance with Section 373.139(3)(c), Florida Statutes.

7. Project Responsibilities and Consideration. In exchange for the covenants and compensation described in this Agreement including, without limitation, Exhibit B, and, if executed, the Stipulated Payments and Deliverables Amendment, Developer will execute the Project according to the provisions of this Agreement and the signed Stipulated Payments and Deliverables Amendment. Developer represents, warrants, and covenants with the District that the information Developer has provided in Exhibits A, B, and J is true and correct and accurately describes the Project and Project Property. If Developer obtains a permit for the Project that requires changes to the Project such that the Project objectives, as described in Exhibit A and any signed Stipulated Payments and Deliverables Amendment, will materially change, the Parties will negotiate, in good faith, an amendment to this Agreement to be consistent with those changes.

7.1. Payment and Deliverable Schedule. The District's obligation to pay Developer, and Developer's obligation to perform, under this Agreement is contingent on annual funding provided by the Florida Legislature. If the Florida Legislature does not provide funds to FDEP or the District for this Project in any fiscal year, the District shall not be obligated to spend its own funds to pay Developer, unless expressly provided otherwise in this Agreement. The District will promptly notify Developer in writing after adoption of the final District Budget for each subsequent fiscal year if funding is not approved for this Agreement. Notwithstanding the foregoing, to the extent that funds were previously appropriated for the Project, the District will

remain contractually obligated to pay Developer for each deliverable and Milestone, in accordance with Exhibits A and B and any executed Stipulated Payments and Deliverables Amendment, completed by Developer prior to the District's notification to Developer that funding was not approved. The District's failure to terminate this Agreement following two (2) consecutive years of no or insufficient funding being appropriated for the Project shall, unless otherwise mutually agreed to by the Parties in writing, be deemed District's election to terminate this Agreement in accordance with Section 16.1.

7.2. Invoicing Requirements.

(A) Administrative Requirements. Upon completion of each task and Milestone respectively described in Exhibit B and any Stipulated Payments and Deliverables Amendment, Developer shall submit an invoice in the form provided in Exhibit E. Developer shall send its invoices to APIInvoice@sfwmd.gov and a copy to the District Project Manager. All invoices must reference the Developer's legal name as authorized to do business with the State of Florida; the District's agreement number and purchase order ("PO") number as specified on the cover/signature page of this Agreement; a unique invoice number not previously used; the date; a description of the services performed; and the amount to be invoiced. Developer shall: (a) submit invoices using a pdf file at a resolution of no less than 300 dpi; (b) name the pdf file with Developer's name and the PO number; (c) provide all supporting documentation, in accordance with Section 7.2.B below; and (d) include the PO number and invoice number in the subject line of the email. If email or pdf filing is not possible, Developer must provide the above to the following address:

***South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682***

Developer must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this Agreement in order to receive prompt payment by the District as described in the applicable sections of Chapter 218, Florida Statutes. Developer's failure to follow the instructions set forth in this Agreement regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the District.

(B) Supporting Documentation. Developer shall submit invoices for the negotiated lump sum payments in the amounts and upon completion of the deliverables or Milestones respectively set forth in Exhibit B and any executed Stipulated Payments and Deliverables Amendment and shall include documentation reasonably verifying that the Project was constructed, operated, maintained, and monitored (as applicable) in accordance with the final Project design, plans, and corresponding permits. The Parties expressly acknowledge and agree that the payments provided for under this Agreement including, without limitation, in Exhibit B and any Stipulated Payments and Deliverables Amendment, are predesignated fixed amounts, and the District's payment of such amounts shall be due upon completion of specific deliverables or Milestones, as applicable, without any "open book" prerequisites for payment applying to

Developer. Notwithstanding the specificity of the foregoing, the Parties do not intend to preclude alternative funding sources for the Project (e.g., grants) and thus, should alternative funding sources arise, the Parties agree to cooperate and work together in good faith in an effort to provide the documentation reasonably necessary to obtain such alternative funding source(s).

(C) Schedule Updates. Along with each invoice, Developer shall submit: (a) a description of the work performed during the invoice period; (b) the Project schedule previously submitted with all work performed to date clearly highlighted; (c) a description and justification of any delays or deviations from the Project schedule submitted by Developer and a plan to overcome the delays; (d) a description of any anticipated problems and solutions; and (e) a certification stating that each deliverable referenced in the invoice was completed as described in Exhibit A or the Statement of Work and Milestones attached to the Stipulated Payments and Deliverables Amendment, if executed. For the sake of clarity, Developer's failure to comply with the Project schedule shall not be considered a breach of this Agreement so long as Developer complies with Exhibit A, the Statement of Work and Milestones contained within any signed Stipulated Payments and Deliverables Amendment, and this Section 7.2.C.

(D) Storage Required by Other Permits. The District will not pay for any water storage that is otherwise required by a South Florida Water Management District Environmental Resource Permit or any other state or federal law, regulation, or program, including the Florida Department of Agriculture and Consumer Services Best Management Practices requirements.

7.3. District Review and Inspection. The District shall make payments to Developer within thirty (30) days of completion and acceptance of the deliverables or Milestones respectively identified in Exhibit B and any signed Stipulated Payments and Deliverables Amendment. The District will not pay the invoice if Developer has not submitted the supporting documentation in accordance with Section 7.2.B above or met the invoicing requirements including, but not limited to, providing the invoice in the proper format.

8. Baseline Condition. If and as required by Section 373.4591, Florida Statutes, Developer will, as part of Phase Two, obtain a baseline condition determination from the U.S. Army Corps of Engineers, including a Jurisdictional Verification, regarding the extent of wetlands and other surface waters on the Project Property.

9. Compliance.

9.1. Deliverables. In order to comply with this Agreement, Developer must provide the deliverables and meet the Milestones respectively set forth in Exhibit A and the Statement of Work and Milestones attached to any signed Stipulated Payments and Deliverables Amendment to the satisfaction of the District.

9.2. District Review. Developer shall submit all deliverables to the District for review and approval in accordance with Exhibit A and any signed Stipulated Payments and Deliverables Amendment. If the District notifies Developer in accordance with Section 4.1 that a deliverable does not meet the specifications set forth in Exhibit A, or if the District notifies Developer that a

deliverable does not meet the specifications set forth in any signed Stipulated Payments and Deliverables Amendment, Developer shall make the revisions necessary to bring the deliverable into compliance with Exhibit A or the signed Stipulated Payments and Deliverables Amendment. Approval of deliverables shall not be unreasonably withheld by the District and, for Phase One A, shall be in accordance with Section 4.1. Completion of the Land Transfer shall not be a prerequisite to proceeding with construction or for the payment of any amounts set forth in Exhibit B or the executed Stipulated Payments and Deliverables Amendment; provided, however, that the District's payment obligations for the Construction Period are contingent upon the District's issuance of the Notice to Proceed to Construct.

9.3. Operational Success. Operational success shall be determined solely based upon whether the Project successfully retains the anticipated metric tons of phosphorous annually for five (5) out of the seven (7) years during the Operations Period. The anticipated metric tons to be retained and the determination of annual success will be defined in the final design report prepared for the Project (the "Final Design Report"). Should an abnormal operating year occur, the metric tons of phosphorous that must be retained by the Project during such year in order to be considered successful shall be adjusted as outlined in the Final Design Report. Payment by the District shall be made in accordance with the executed Stipulated Payments and Deliverables Amendment for each year that the Project retains the anticipated metric tons of phosphorous set forth in the Final Design Report. Developer shall have the right to complete operations and to receive payment in accordance with the signed Stipulated Payments and Deliverables Amendment, for up to five (5) successful years out of the seven (7) year Operations Period, regardless of the number of unsuccessful years or the order in which the successful years occur. For example, if the first three (3) operational years are unsuccessful, Developer shall still be entitled to operate the Project in an effort to complete the remaining four (4) operational years successfully and be paid for any of those four (4) years that are successful. In no event shall the District be obligated to pay for more than five (5) successful years.

9.4. Operations Turnover. Operations turnover shall take place in compliance with the Stipulated Payments and Deliverables Amendment.

9.5. District Obligations. During the term of this Agreement, the District shall not access or use the Project Property in any way that is incompatible with, conflicts with, or physically interferes with the Project or with Developer's performance under this Agreement. The District shall have the material obligation under this Agreement to, at all times, act in good faith and to deal fairly with Developer in connection with this Agreement and the Parties' full performance of their respective obligations hereunder, and the District's failure to do so shall constitute a material breach under this Agreement.

10. Ownership and Use of Work Product and Capital Improvements.

10.1. Work Product. Both Developer and the District shall have joint ownership rights including, without limitation, any intellectual property rights, copyrights, patents, and other proprietary rights to all work product, including but not limited to, all Project drawings, diagrams, illustrations, schedules, shop drawings, written technical descriptions, technical reports, research

notes, scientific data, computer programs, including the source and object code, and other documents and data which are developed, created, or otherwise originated by Developer or Developer's subcontractor(s) on the Project, assign(s), agent(s), and/or successor(s) (collectively, the "Developer-Related Entities") pursuant to this Agreement (collectively, the "Work Product"). The Work Product is not intended or represented to be suitable for reuse by the District or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Developer for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to Developer or any Developer-Related Entity. Developer will be entitled to additional compensation above the negotiated lump sum owed for Phase One and the Contract Price, as shall be agreed upon by the District and Developer, if Developer is asked by the District to verify or adapt the Work Product for extensions of the Project or for any other project. Developer may make and retain copies of the Work Product for information, reference, and use by Developer and all Developer-Related Entities. Notwithstanding the foregoing, this Section 10.1 does not apply to innovative technology (e.g., Phosphorous Elimination Systems or other similar technology) (collectively, the "Innovative Technology") not vested in Developer. If the executed Stipulated Payments and Deliverables Amendment includes the design, construction, or operation of any Innovative Technology, the ownership and use rights regarding such Innovative Technology Work Product shall be specifically delineated within the Stipulated Payments and Deliverables Amendment. This Section 10.1 shall survive the termination or expiration of this Agreement.

10.2. Capital Improvements. All improvements in and to the Property that become affixed to the Project Property during the Agreement Term (collectively, the "Capital Improvements") shall remain upon the Project Property following the Agreement Term, and title to such Capital Improvements shall be vested in the owner of the Project Property. Developer will use reasonable efforts to safeguard the Capital Improvements throughout the period of performance of this Agreement. The District will not hold Developer liable for loss or damage to the Capital Improvements due to causes beyond Developer's reasonable control. In the event of loss or damage to the Capital Improvements, Developer shall notify the District in writing within five (5) business days of such occurrence.

11. Compatible Uses.

During the Agreement Term, any activities within the Project Property boundary depicted in Exhibit J that add a nutrient load are strictly prohibited. Prior to the Land Transfer, however, Developer retains the right to generate additional revenue from the Project Property through compatible uses that will not be detrimental to constructing and successfully operating a stormwater treatment area, including ecotourism (e.g., guided tours, fishing, camping, related concessions) (collectively, the "Compatible Uses"). Notwithstanding any language in this Agreement to the contrary, performing site preparation activities for the Project (e.g., clearing, preliminary grading, etc.) on the Project Property in accordance with any necessary permits, regardless of whether prior to or after the issuance by the District of a Notice to Proceed to Construct, shall expressly be included within the Compatible Uses. Mitigation banking or offsite mitigation of any kind is not a Compatible Use of the Project Property.

12. No Public Access.

This Agreement does not convey rights to the public for access to the Project Property during the Agreement Term, including following the Land Transfer.

13. Taxes.

Both Parties are responsible for payment of any taxes for which that party is liable under the law.

14. Project Management and Notices.

The Project Managers identified on the cover page of this Agreement are responsible for performance and oversight of all matters regarding this Agreement. All notices required under this Agreement: (a) must be in writing, (b) must be provided to the Project Managers listed on the cover page of this Agreement, and (c) must include the District's contract number. If any party changes the title or address where notices must be provided, it shall promptly notify the other party in writing of the change. Each such notice will be deemed delivered (w) on the date delivered if by personal delivery; (x) on the date emailed if the email is sent by 5:00 p.m. on a business day and a hard copy subsequently sent by mail or overnight courier; (y) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; or (z) one business day after mailing or transmission by any form of overnight mail or courier service.

15. Indemnification and Insurance.

15.1 Indemnification. Developer will defend, indemnify, save, and hold the District, and the District's board members, directors, officers, and employees, harmless from all claims of any sort or nature, including all damages, losses, fines, penalties, liabilities, expenses, costs, and reasonable attorney's fees, to the extent arising out of any negligence, recklessness, or intentional wrongful misconduct of Developer. If Developer subcontracts any part or all of the work hereunder to any third party, Developer shall require each and every subcontractor to identify the other party as an additional insured on all insurance policies required under this Agreement, except for Workers' Compensation and Employer's Liability, Professional Liability, and Inland Marine. Any construction contract awarded by Developer under this Agreement shall include a provision whereby the subcontractor agrees to indemnify and hold harmless the District, and the District's board members and employees, from liabilities, damages, losses, and costs, including reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract. For any non-construction contracts under this Agreement, the Developer shall include a provision whereby the subcontractor agrees to defend, indemnify, save, and hold the District harmless from, and pay on behalf of the District all damages arising in connection with the subcontract. Each party is solely responsible for ensuring its own compliance and the compliance of its subcontractors, agents, assigns, invitees, and employees with the terms of this Agreement.

15.2 Insurance. Developer shall procure and maintain throughout the Agreement Term insurance coverage reflecting, at a minimum, the limits and coverage conditions identified in Exhibit C. To the extent applicable, the required coverage shall cover all employees and subcontractors of Developer. Developer shall provide a certificate of insurance that complies with Exhibit C and indicates the producer, insured, carrier's name and Best rating, policy numbers, and effective and expiration dates of each type of coverage required. The certificate shall be signed by the insurance carrier's authorized representative and shall include the District as an additional insured as shown in Exhibit C. In the event Developer subcontracts any part or all of the Project work hereunder to any third party, Developer shall require each and every subcontractor to identify the District as an additional insured on all applicable insurance policies.

15.3 Builder's Risk Insurance. Developer is responsible during the Construction Period for all repairs to the Project necessitated as a result of acts of God or any other reason aside from the District's negligence, non-negligence, or willful malfeasance. During the Construction Period, Developer shall obtain and maintain builder's risk insurance for the Project and name the District as an additional insured.

16. Termination and Remedies.

16.1 Termination Not For Cause. The District may terminate this Agreement not for cause subject to the timeframes, payments, Cooling Off Periods, and other terms set forth in this Section 16.1. For purposes of this Agreement, the "Cooling Off Period" shall mean a designated period of time during which (a) the District is prohibited from proceeding with or advancing the Project in any way and from constructing on or utilizing the Project Property, or any portion thereof, for any type of stormwater treatment area or water storage, and (b) Developer retains the exclusive rights to design, construct, or operate any type of stormwater treatment area or water storage on the Project Property. The first day of any Cooling Off Period provided for in this Agreement shall be the date upon which Developer receives its final payment from the District in accordance with the terms of this Agreement and any signed Stipulated Payments and Deliverables Amendment. In the event that the District terminates this Agreement for lack of funding in accordance with Section 7.1 of this Agreement, such termination shall be deemed a termination not for cause and shall be subject to the provisions of this Section 16.1. Any language within this Agreement providing for a Cooling Off Period, including but not limited to this Section 16.1, shall survive any termination of this Agreement.

The District's right to terminate this Agreement not for cause shall be as follows:

TIME OF TERMINATION	PAYMENT OWED DEVELOPER	COOLING OFF PERIOD	RIGHT TO PURCHASE PROJECT PROPERTY
DURING PHASE ONE A	For all work performed through the Agreement Termination Date, in accordance with <u>Exhibit B</u> – not to exceed \$5,930,000.00.	None	None

TIME OF TERMINATION	PAYMENT OWED DEVELOPER	COOLING OFF PERIOD	RIGHT TO PURCHASE PROJECT PROPERTY
DURING PHASE ONE B	For all work performed through the Agreement Termination Date, in accordance with <u>Exhibit B</u> .	None	None
DURING FINAL DESIGN PERIOD	For all work performed through the Agreement Termination Date, in accordance with the detailed fee proposal for the Final Design Period included in the executed Stipulated Payments and Deliverables Amendment.	None	None
AT COMPLETION OF FINAL DESIGN PERIOD, PRIOR TO ISSUANCE OF NOTICE TO PROCEED TO CONSTRUCT	For all work performed through Final Design Period, in accordance with the executed Stipulated Payments and Deliverables Amendment.	Yes, 2 years	Yes, pursuant to terms set forth in <u>Exhibit K</u>
DURING PHASE TWO – FOLLOWING ISSUANCE OF NOTICE TO PROCEED TO CONSTRUCT	For all authorized work performed through Agreement Termination Date, and for Developer's reasonable expenses resulting from such termination (including demobilization costs and costs of capital).	Yes, 4 years	Yes, pursuant to terms set forth in <u>Exhibit K</u>

In the event of termination not for cause, the District will have no liability for any loss resulting from the termination, including lost profits and consequential damages, except for as expressly set forth in this Section 16.1.

16.2 Mediation. In the event a dispute arises which the Project Managers cannot resolve between themselves, the Parties shall submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. The mediation will be conducted at District Headquarters, 3301 Gun Club Road, West Palm Beach, FL 3340. Developer and the District will each provide the other with a list of mediators, and shall continue to repeat this process, as necessary, until the Parties are able to mutually agree upon a mediator. The Parties shall cooperate and work together in good faith to identify a mutually agreeable mediator within thirty (30) days of either party's request for mediation. In the event that

the Parties are unable to agree upon a mediator within such thirty (30) days, each party shall choose one mediator and those two (2) mediators shall together select a third mediator, and all three (3) mediators will perform the mediation together.

16.3 Termination by the District for Cause. The District encourages good business practices by requiring contractors to materially perform in accordance with the terms and conditions of the District Agreement. In accordance with Chapter 40E-7, Part II, F.A.C., “material breach” is defined as failing to perform (after the Cure Notice expires) as required by Section 9.1 of this Agreement or performing an act materially inconsistent with the terms and conditions of this Agreement. If Developer materially breaches this Agreement, the District will provide written notice of the deficiency through a notice citing the specific nature of the material breach (the “Cure Notice”). Developer shall have thirty (30) days after receipt of the Cure Notice to cure the breach (or to initiate the diligent prosecution of such cure if the breach is of such a nature that it cannot reasonably be cured within thirty (30) days). If Developer fails to cure the breach within the thirty (30) day period (or, for a breach that cannot reasonably be cured within thirty (30) days, fails to diligently prosecute such cure), the District may issue a termination for default notice. Once the District has provided Developer a termination for default notice, the District's Governing Board shall determine whether Developer should be suspended from doing future work with the District, and if so, for what period of time. The District's Governing Board will consider the factors listed in Rule 40E-7, Part II, F.A.C., in making a determination as to whether Developer should be suspended and, if so, for what period of time. Notwithstanding any language in this Agreement to the contrary, Developer’s failure: (A) to meet any Project schedule referenced in Exhibit A or any signed Stipulated Payments and Deliverables Amendment, or (B) to successfully retain the anticipated annual metric tons of phosphorous, as defined in the Final Design Report, for five (5) out of the seven (7) years included within the Operations Period, does not constitute a “material breach” of this Agreement. In the event of termination for cause by District, the District shall pay Developer for all authorized work performed through the Agreement Termination Date and all costs of capital incurred through the Agreement Termination Date.

16.4. Termination by Developer for Cause.

Developer may, upon thirty (30) days prior written notice to the District and opportunity to cure, terminate this Agreement if the District has failed to fulfill any of the District’s material obligations under this Agreement and the District has failed to commence and diligently proceed thereafter to cure such breach within said thirty (30) day period. In the event that Developer terminates this Agreement for cause after closing on the Land Transfer, the District shall be subject to a four (4) year Cooling Off Period. Notwithstanding the foregoing, any termination for cause shall be without prejudice to any other rights or remedies of Developer, and Developer shall be entitled to the benefits of its bargain under this Agreement and all damages and remedies available at law or in equity for the District’s breach. This Section 16.4 shall survive the termination of this Agreement.

////

17. General Provisions.

17.1. Compliance with Laws. Developer, its employees, subcontractors, or assigns, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Agreement. The District undertakes no duty to ensure such compliance, but will attempt to advise Developer, upon request, as to any such laws of which District has present knowledge.

17.2. Applicable Laws and Venue. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for any party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court. This venue requirement does not apply to legal disputes that do not involve the District or District staff.

17.3. Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort, or otherwise. This waiver does not apply to legal disputes that do not involve the District or District staff.

17.4. No Discrimination. Developer and its agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement.

17.5. Designated Nationals and Blocked Persons. Developer, by executing this Agreement, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District is included on the list of Specially Designated Nationals and Blocked Persons ("SDN List"), which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. Developer further understands and accepts that this Agreement shall be either voidable by the District or subject to immediate termination by the District, in the event there is any misrepresentation under this Section 17.5.

17.6. Convicted Vendor List. By executing this Agreement, Developer acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District is a convicted vendor or has been placed on the discriminatory vendor list. If Developer or any affiliate of Developer has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than thirty-six (36) months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. Developer further understands and accepts that this Agreement shall be either voidable by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Chapter 287.133 or Chapter 287.134, respectively, Florida Statutes.

17.7. Scrutinized Company List. By executing this Agreement, Developer acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District is listed on either the *Scrutinized Companies with Activities in Sudan List* or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to section 215.473, Florida Statutes. Developer further understands and accepts that this Agreement shall be either voidable by the District or subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of Developer under this Section 17.7.

17.8. Sales Tax Certificate. Developer shall not utilize the District's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill Developer's contractual obligations with the District. Developer shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Agreement. In the event Developer is a sole proprietor, Developer is responsible for submitting quarterly returns to the Federal Government.

17.9. No Lobbying. Pursuant to Chapter 216.347, Florida Statutes, Developer is prohibited from the expenditure of any funds obtained under this Agreement to lobby the Legislature, the judicial branch, or another state agency.

17.10. E-Verify. Developer must verify employee authorization to work in the United States and certify that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form 1-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

17.11. Developer's Duties Regarding Public Records.

(A) **Compliance with Florida Laws.** If applicable, Developer must keep and maintain all records which pertain to the performance of the services contained in this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. If Developer asserts any exemptions to Florida's public records laws, Developer has the burden of establishing and defending the exemption. If a third party seeks a public record and Developer claims that record is not a public record or is exempt from production, Developer may seek a circuit court determination of that dispute. If Developer complies with the court's decision, Developer is not in default of this Agreement.

(B) **Recordkeeping and Public Access.** Under Florida Statutes 119.0701(3)(a) [2016], a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, if applicable, Developer must: (a) keep and maintain public records required by the District in order to perform the services; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (c) ensure that public records that are exempt or confidential and exempt

from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if Developer does not transfer the records to the District; and (d) transfer, at no cost to the District, all public records in possession of Developer or keep and maintain public records required by the District to perform the services. If Developer transfers all public records to the District upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of this Agreement, Developer shall provide all applicable records associated with this Agreement on electronic media (CD-ROM or USB flash drive).

(C) IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682- 2729, EMAIL ADDRESS PUBLCRECORDS@SFWMD.GOV, AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.

(D) Trade Secrets. Under Florida laws including Sections 119.071(1)(f) and 1004.22 Florida Statutes, trade secrets are exempt from disclosure as a public record. If a records request is made of the District for public disclosure of trade secrets owned by or licensed to Developer and Developer has clearly marked the record as "Trade Secret – Exempt from Public Disclosure" the District will advise Developer of such request. In the event a dispute arises regarding the records request, Developer has the sole burden and responsibility to take all legal measures necessary to protect the record from disclosure. This Section 17.11(D) shall survive the expiration or termination of this Agreement.

17.12. No Third-Party Beneficiaries. This Agreement is solely for the benefit of Developer and the District. No person or entity other than Developer or the District shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

17.13. Assignment. Developer shall not assign, delegate, or otherwise transfer any portion of its rights and obligations as set forth in this Agreement without the prior written consent of the District, which consent shall not be unreasonably delayed or withheld; provided, however that Developer may assign, delegate, or otherwise transfer any portion of Developer's rights and obligations under this Agreement to any related entity without the prior consent of the District. Any attempted assignment in violation of this provision shall be void.

17.14. Waiver. No waiver of any term of this Agreement constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

17.15. Severability. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

17.16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and undertakings. No supplement, modification, or amendment of this Agreement will be binding unless it is in writing and signed by all Parties.

17.17. Interpretation. Unless the context requires otherwise: (a) the term "including" contemplates "including but not limited to;" (b) the plural and singular shall each be determined to include the other; (c) "or" is not exclusive; (d) "days" shall mean calendar days unless otherwise expressly specified; (e) "business day" shall mean a day other than a Saturday, a Sunday, or a day on which banking institutions in Florida are collectively required or authorized by law or other governmental action to be closed; and (f) if the last day of any period to give notice, reply to a notice, meet a deadline, or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day.

17.18. Survival. All provisions of this Agreement which, by their terms, bind either party after the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

17.19. Force Majeure. The Parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, hurricanes, outbreak of war, restraint of Government, riots, civil commotion, pandemics, force majeure, acts of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance or as a result of such circumstances, and the Agreement Term extended accordingly, but this Agreement shall otherwise remain in effect. This provision shall not apply if Exhibit A to this Agreement specifies that performance by Developer is specifically required during the occurrence of any of the events herein mentioned.

17.20. Independent Contractor. Developer shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractor between the Parties and their respective employees, agents, subcontractors, and/or assigns during or after the performance on the Agreement. Both Parties are free to enter into contracts with other Parties for similar projects or services. District shall not pay Developer staff any direct remuneration, expense reimbursement, or compensation of any kind, and Developer's staff shall not be eligible for any benefit programs the District offers to the District's employees. Developer expressly and voluntarily waives and agrees not to make any claim to participate in any of District's employee benefits or benefit plans should Developer or any of Developer's officers, agents, or employees be adjudicated for any reason to be an employee of District. All benefits available to Developer's staff shall be exclusively provided by Developer. Developer shall provide

all billing, collection, payroll services, and tax withholding, among other things, for all Developer staff performing services under this Agreement.

18. Small Business Enterprise (“SBE”) Utilization.

18.1. SBE Subcontractor Utilization. The District has implemented a Small Business Enterprise Program as part of the District’s competitive solicitation and contracting activity in accordance with District Rules 40E-740E-7.668-.678, F.A.C. (“SBE Rule”). During the Agreement Term, the District may reasonably request information on the SBE status of Developer and any of Developer’s subcontractors. Developer shall promptly notify the District of any change in the status of Developer or any subcontractor that could affect Developer’s SBE status or Developer’s ability to comply with the SBE requirements of this Agreement.

18.2. SBE Subcontractor Utilization Plan. Developer has identified all District certified SBE subcontractors which will perform work under this Agreement during Phase One in the Small Business Enterprise Subcontractor Participation Schedule attached hereto as Exhibit F. Developer shall identify all District certified SBE subcontractors which will perform work under this Agreement during the Final Design Period and Construction Period, which shall be submitted in the same form as Exhibit F and attached as an Exhibit to the Stipulated Payments and Deliverables Amendment (together with Exhibit F, the (the “SBE Participation Schedules”). Developer represents that the SBEs listed in the SBE Participation Schedules are (or with respect to Phase Two, will be) technically and financially qualified and available to perform the assigned work described within the SBE Participation Schedules. The “SBE Subcontractor Utilization Plan” shall mean the following District forms and information:

1. *Small Business Enterprise Subcontractor Participation Schedule (Form No. 0956)*, as submitted by Developer in its bid as part of the *Compliance Disclosure Form*, and attached hereto as Exhibit F;
2. *Statements of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)*, as submitted by Developer in its bid as part of the *Compliance Disclosure Form*, and attached hereto as Exhibit G; and
3. *Small Business Enterprise Subcontractor Participation Schedule (Form No. 0956)* for the Final Design Period and Construction Period, as shall be attached as an Exhibit to the Stipulated Payments and Deliverables Amendment.

18.3. Subcontractor Substitution and Addition. Developer must notify the District’s SBE staff prior to modifying the SBE Participation Schedules for any reason. If Developer wishes to amend its SBE Participation Schedules, it must submit to the District a *Small Business Enterprise Subcontractor Revised Participation Schedule (Form No. 1373)*, which is attached hereto as Exhibit I.

18.4. Compliance and Reporting. Developer must comply with the SBE Participation Schedules and shall, at the time final invoices are submitted for Phase One and the Construction Period, submit a completed SBE Final Certification, in the form attached as Exhibit H to this

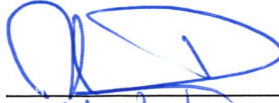
Agreement, certifying that the SBEs set forth on the SBE Participation Schedule performed the work specified therein. Failure to comply with the SBE requirements of this Agreement will be considered a material breach of this Agreement and may result in suspension or debarment under District Rule 40E-7.218 Florida Administrative Code. Unless otherwise explicitly set forth in a signed Stipulated Payments and Deliverables Amendment, Developer shall not have any SBE reporting requirements other than those expressly set forth in this Section 18. The Parties hereby expressly acknowledge and agree that the SBE requirements set forth in this Section 18 apply solely to Phase One, the Final Design Period, and the Construction Period.

18.5. Not-To-Compete Agreements. Developer is prohibited from entering into any agreements with an SBE subcontractor in which the SBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents.


[SIGNATURES ON FOLLOWING PAGE]

DEVELOPER:

EIP FLORIDA WATER QUALITY, LLC,
a Delaware limited liability company


By: 
Name: Nicholas Dilks
Title: Manager
Date: 12/10/2021

**EIP FLORIDA WATER QUALITY IV LAND
CO., LLC,** a Delaware limited liability company

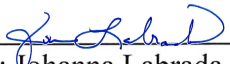
By: 
Name: Nicholas Dilks
Title: Manager
Date: 12/10/2021

DISTRICT:

**SOUTH FLORIDA WATER MANAGEMENT
DISTRICT BY ITS GOVERNING BOARD**

By: 
Name: Drew Bartlett
Title: Executive Director
Date: 12/15/21

District Procurement Approved

By: 
Name: Johanna Labrada
Title: Procurement Bureau Chief
Date: 12/13/2021

By: Candida Heater
Name: Candida Heater, Director
Title: Administrative Services Division
Date: 12/14/2021

District Office of Counsel Approved


By: 
Name: Frank Mendez
Title: Senior Specialist Attorney
Date: 12/14/2021

EXHIBIT A

Phase One Statement of Work and Milestones Lower Kissimmee Basin STA

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This statement of work describes the services provided by EIP Florida Water Quality, LLC (“Developer”) and its subconsultants (collectively, the “Developer Team”) in association with Phase One of a two phase design-build-operate contract for the Lower Kissimmee Basin Stormwater Treatment Project (the “Project”). The Project consists of a Hybrid Stormwater Treatment Area (“STA”) capable of removing phosphorus from the 154C and 154 Basins of the Taylor Creek/Nubbin Slough watershed, Indian Prairie C-41A Canal and the Lower Kissimmee River Basin/C-38 Canal. The Project is considered hybrid due to the proposed inclusion of an innovative technology (a Phosphorus Elimination System (“PES”), in addition to the implementation of traditional STA methodology for treating stormwater.

Overall Project Delivery Approach

This Project utilizes a performance-based contracting approach to deliver a Project that is capable of maximizing the metric tons (“MT”) of phosphorus removed per year in the Taylor Creek/Nubbin Slough Sub-watershed. At the conclusion of Phase One, the Developer Team will prepare a Stipulated Payments and Deliverables Proposal that will include a total price for the successful delivery and five (5) years of productive operations of the Project. The proposed payments are contingent on successfully achieving Project milestones with a significant amount of payment associated with performance of the Project.

During the design and permitting efforts, Developer’s approach to Project delivery is similar to a construction management at risk process. Throughout the design and permitting for the Project, contractors, key regulators, and the South Florida Water Management District (the “District” or “SFWMD”) staff will be actively engaged to assist the design team with critical decisions that impact the Project elements. This engagement will increase cost effectiveness through a collaborative design process and include the incorporation of value engineering practices over construction, as well as accommodating for planned/long-term operations and maintenance of the entire Project.

The Developer Team is comprised of companies and individuals with extensive experience delivering similar projects throughout Florida and the US. Because Developer is utilizing a performance based contracting approach which includes committing to a price up front, the intent of Developer’s interim deliverables to the District is to communicate the components of the Project and the process Developer intends to utilize to deliver the Project. The Project’s delivery will be completed in two (2) phases:

Phase One. During Phase One, the Developer Team’s goal is to work with the District to design the Project as efficiently as possible. The primary objective of Phase One A is to analyze the Project’s feasibility and the primary objective of Phase One B is to prepare preliminary design and permit applications for the Project. The Project’s feasibility analysis and preliminary design will consist of the development of three (3) interim submittal documents that describe the Project’s intent/scope, the basis of design, enumerate any Developer-proposed modifications to District standards, and illustrate the proposed Project elements. These interim submittal documents generally follow the District’s Engineering Submittal Requirements (updated March 22, 2016) (“ESR”) guidance for Reconnaissance Study, Design Documentation Report for Basis of Design (“DDR”), and Preliminary Design. The Phase One B submittal document (Preliminary Design) will include draft permit applications for the Project.

In addition to the feasibility analysis, preliminary design, and permit applications for the Project, Developer will prepare the Stipulated Payments and Deliverables Proposal for Phase Two, which will

incorporate the efforts and costs associated with final design, construction, operations, and turnover of the Project as well as identify the schedule for all Phase Two deliverables.

Phase One is further divided into:

Phase One A, which consists of completing Task 1 Reconnaissance Study as well as Task 2 Design Documentation Report. Phase One A extends from contract initiation through the Technical Review Briefing for the Design Documentation Report. Phase One A must be completed and accepted by the District before the District has any obligation to pay Developer for Phase One B (as more specifically set forth in Section 4.1 of the Project Agreement).

Phase One B consists of completing Preliminary Design and preparing initial permit applications (as set forth under the “Permitting Considerations” section below).

Additional detail regarding the Phase One work is provided herein.

Phase Two. Phase Two is anticipated to complete Project design during the Final Design Period, transfer the land to District ownership, build the Project during the Construction Period, conduct start-up operations during the Facility Startup Period, operate the Project for five (5) successful years during the Operations Period, and formally turn over the Project to the District during the Turnover Period.

The statement of work for Phase Two will be provided as part of the Stipulated Payments and Deliverables Proposal at the conclusion of Phase One.

Project Overview

The Project Property (as defined in Section 6 of the Project Agreement) is located approximately three (3) riverine miles upstream of Lake Okeechobee on the Kissimmee River, also known as the C-38 Canal at this location (Figure 1). The Project Property spans the L-62 canal and covers approximately 3,400 acres of existing improved pasture. The Project Property is currently owned by Developer’s affiliate and is bounded by SW 128th Ave on the west, State Road 70, the L-62 canal and single-family residential properties on the north, pastureland on the east, and the Kissimmee River on the south.

To maximize phosphorus reductions in waters for the system, this STA is proposed to operate as a year-round, flow-through system. Developer’s goal is treating as much water as feasible, prioritizing the highest concentration loads, to remove as much phosphorus (P) as feasible. With the Developer-proposed layout, operation of the system during low flow periods will be required to keep the sloped topography hydrated and will be feasible after modifications to the S154 structure and L62 canal because the C-38 Canal is available to provide a reservoir of water to maintain STA hydration. This operational regime will provide P reduction toward achieving the Lake Okeechobee TMDL goals.

In addition to the traditional STA methodology of treating stormwater, an innovative technology (a PES) is currently proposed within the Project limits, creating a hybrid STA. It is the intention of the Developer Team to operate the PES such that flows can be independent of the STAs or in series. An area will be reserved within the Project to allow for future expansion of the PES facilities.

Prior Feasibility Effort

Previous efforts by Developer and its consultants, which will be incorporated into the Project work to the extent applicable, include but are not limited to preparation of a Feasibility Report, gathering of

Phase One Statement of Work and Milestones

Lower Kissimmee Basin STA

LiDAR data and color imagery of the Project Property, conducting a Phase I Environmental Assessment (“ESA”) of the Project Property, and collaboration with Sustainable Water Investment Group (“SWIG”) related to incorporation of a PES.

Conceptual Project Elements

Though subject to revision through the workshops and design development process to address the sloped topography and Operations and Maintenance (“O&M”) costs, Developer has outlined a concept wherein the Project Property would be divided into two (2) separately functioning, sloped STAs as described below:

On the east side of the L-62 canal, approximately 1,000 acres are currently conceived to be divided into a minimum of two (2) East STA cells. On the west side of the L-62 canal, approximately 2,400 acres are currently conceived to be divided into a minimum of two (2) West STA cells (Figure 1). This concept will be subject to revisions during the design process.

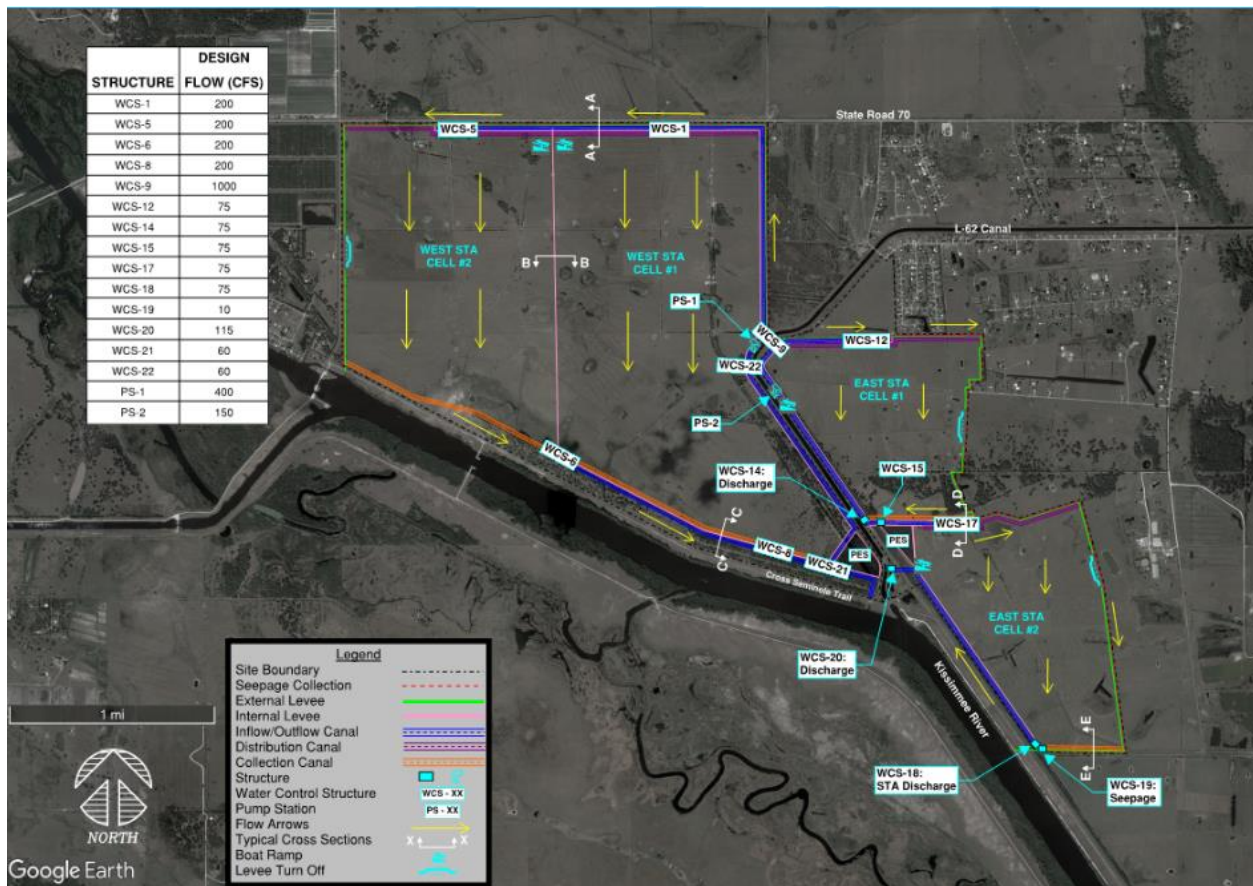


Figure 1. Conceptual STA Project Features and Layout

Phase One Submittal, Design, and Review Process

During Phase One, the Developer Team shall use a modified version of the District’s ESR, which includes the submittal of two (2) interim deliverables during Phase One A and one deliverable at the conclusion of Phase One B. The Phase One A interim deliverables will accomplish the work of the ESR submittals 1 and 2. The intent of the Phase One B design submittal is to define the Project

components and provide sufficient detail to allow the District to evaluate the Project design from a technical perspective as well as be utilized by the Developer Team to apply for local, state, and federal permits. The Phase One B deliverable will accomplish the work of ESR submittal 3 (Preliminary Design) with certain aspects of the design advanced to ESR submittal 4 (Intermediate Design).

The Phase One submittals shall include, at a minimum, the following:

- Land Transfer Documents.
- Cover Sheet and Drawing Index.
- General Notes, Abbreviations, and Symbols.
- Plans and Specifications (Civil/Site, Structural, Building Mechanical, Process Mechanical, Electrical, Instrumentation/Controls, Telemetry).
- Design Reports, including design calculations and modeling technical memoranda.

The proposed modifications/concurrences to the ESR description are provided below:

Topic/Activity	Notes	Phase One Ultimate Deliverable ESR Submittal
General	Cover Sheet	Prelim
	General Sheets	Prelim
Civil/Site		Intermediate
Structural/Architectural	Structures (Structural)	Intermediate
	Structures (Architectural)	Prelim
	Communications Antenna Support Structure	Intermediate
	Communication RF Transmission Bridge	Intermediate
	Prefab Communications Support Shelter	Intermediate
	Communications Physical Security	Intermediate
	Communications Equipment Shelter	Intermediate
Geotechnical*		Intermediate
Mechanical	Pipe Schedule	Intermediate
	General Arrangement Drawings	Prelim
	Communications Equipment Room HVAC	Prelim
	Electronics Equipment/Control Room HVAC	Prelim
Electrical/Utilities		Prelim
Instrumentation & Controls		Prelim
Electronic Safety & Security		Prelim
Audio-Visual		Prelim
Communications		Prelim
Data Processing		Prelim
Communications Grounding and Bonding		Prelim
Updated H&H Analysis and Modeling	Initially delivered in ESR submittal 1	Prelim
Construction Schedule	Initially delivered in ESR submittal 2	Prelim
Draft Project Operations Manual	Initially delivered in ESR submittal 2	Prelim
Updated 50-Year Life Cycle Cost Analysis	Initially delivered in ESR submittal 1	Prelim
Updated DDR	Initially delivered in ESR submittal 2	Prelim

* Geotechnical topic is not a separate topic in the ESR.

In addition to a modification of the ESR submittals, the Developer Team will utilize a modified design process to work closely with the District to obtain input and analysis of the various design components. During all stages of the design, the Developer Team shall actively engage with the District through regular meetings. Workshops with District staff will facilitate this commitment. As part of this engagement, the Developer Team shall brief the District on the substantive elements of the design for the Project. It is expected that these briefings will take place during regular Project, Design Review Team (“DRT”), and other Project stakeholder meetings. The data generated during the design that require District feedback include the following:

- Seepage system design.
- Seepage analysis (3D groundwater modeling) effects to adjacent properties.
- Coordination with adjacent owners for necessary temporary construction easements.
- Access.
- Perimeter embankment (levee) design.
- Interior divider embankment (levee) design.
- Inflow and outflow canals.
- Inflow, outflow and interior distribution Water Control Structures (“WCS”).
- Distribution and collection canals.
- Inflow/outflow pump stations (as needed).
- West and East PES (treatment areas and structures).
- Power availability/power supply.
- Supervisory Control and Data Acquisition (“SCADA”), Electronic Safety and Security (“ESS”), and Instrumentation & Control (“I&C”) requirements.
- Site stormwater requirements.
- Site security (physical and digital).
- Earthworks and regrading requirements.
- Hydraulics & Hydrology (“H&H”) and Water Quality (“WQ”) modeling.
- Permanent erosion control measures.
- Permitting.
- Construction sequencing.
- Interconnectivity with regional system.
- Short-term operation communications and data processing (Developer).
- Long-term operation communications and data processing (District).
- Monitoring requirements.
- Emergency operations.
- Operations Plan.
- Planting plant/vegetation management.

- Water quality.
- Recreational Plan (Future Implementation).

A series of workshops are planned in preparation for each Phase One A interim deliverable and the Phase One B deliverable. Prior to each workshop, the Developer Team will prepare a targeted subject agenda to be discussed. During these workshops, the attendees (District staff and Developer Team members) will be asked to provide feedback on a variety of topics, including the alternative configurations of the various Project elements, identification of the Project's basis of design, and operational issues that the District has discovered during the District's twenty (20) plus years of operational experience. Meeting minutes will be used to memorialize the data presented, the tenor of the discussion, and any decisions reached during the meetings. Decisions reached during the workshops will be incorporated into each draft submittal provided to the District for review and comment.

Following delivery of each submittal, it is expected that the District will promptly review the documentation and data for technical completeness, compliance with the ESR, and decisions reached during the workshops/meetings. The District's preferred platform to document and process review comments (DrChecks) will be used by the Developer Team to receive and respond to the District's comments. Within DrChecks, the District staff will flag comments that it believes need to be elevated to a Review Comments Workshop. Following the District's review of the submittal, the Developer Team will enter into DrChecks the Developer Team's draft written responses to all review comments and flag comments that the Developer Team wants to discuss further with the District at a Review Comments Workshop.

The Developer Team will participate in a Review Comments Workshop with District staff to review District- and Developer-flagged comments. Following this workshop, the Developer Team will formally respond in DrChecks to all comments provided by the District. The District will backcheck the written responses to review comments and conduct a Technical Review Board ("TRB") meeting. The agenda for this TRB meeting will cover all major issues not closed out during the comment responses backcheck. Any issues not closed out will either be resolved or, upon the mutual agreement of the Parties, allowed to be resolved during coordination of the next Phase One design effort.

Developer shall completely close-out all review comments in the Phase One B submittal prior to delivery of the Stipulated Payments and Deliverables Proposal.

Standards and Guidelines

To document the design of the proposed STA, the Developer Team will prepare design calculations, plans, specifications, and other required deliverables for Project features based on the guidance provided by the most current version of the District Engineering and CADD Standards and industry practice for such facilities. The District Standards are provided for guidance to the Developer Team for consistency of important design features and equipment arrangements and are regularly updated. Future District Standards updates shall be evaluated by the Developer Team to assess the impact to the design, if any. Those updates with no significant impacts to the Project work may be incorporated. Design of the Project features shall be performed by the Developer Team consistent with District's Planning and Engineering, Florida Power and Light ("FPL"), United States Army Corps of Engineers ("USACE"), Florida Department of Environmental Protection ("FDEP"), Florida Department of

Transportation (“FDOT”), and industry standards and procedures, as applicable. The Developer Team shall identify the design criteria, including codes, to be used for design, minimum material strengths, and basic design loads. The Developer Team shall identify any special requirements, including specific load conditions and deviations from national codes. Review of previous and existing designs and coordination with District staff shall be performed to ensure the proposed work is in alignment with the District's O&M standards for installation and operation.

Development of the Project design shall utilize, but not be limited to, the following guidelines and standards:

- SFWMD Standards for Construction of Water Resource Facilities Design Details and Design Guidelines (latest edition, including updates).
- SFWMD Pump Station Guidelines.
- SFWMD ROW Guidelines.
- Applicable USACE requirements.
- Applicable FDOT standards.
- Applicable FPL requirements.
- Other applicable national and industry design codes.

The design shall be in general compliance with the following reference documents:

Reference Number	Title
ER-1110-1-12	Quality Management
ER-1110-1-8155	Engineering and Design Specifications
ER-1110-2-1150	Engineering and Design for Civil Works Projects
ER-1110-345-700	Design Analysis, Drawings and Specifications
EM-385-1-1	Safety and Health Requirements Manual, 3 September 1996
EM-1110-2-1304	USACE Cost Index
EM-1110-1-1804	Geotechnical Investigations
EM-1110-1-1904	Settlement Analysis
EM-1110-1-1905	Bearing Capacity of Soils
EM-1110-2-1905	Bearing Capacity of Soils
EM-1110-1-1906	Soil Sampling
EM-1110-2-2104	Strength Design for Reinforce Concrete Hydraulics Structures
EM-1110-2-2400	Structural Design of Spillways & Outlet Works
EM-1110-2-2504	Design of Sheet Pile Walls
EM-1110-2-2902	Conduits, Culverts and Pipes
ETL-1110-1-256	Sliding Stability for Concrete Structures
ETL-1110-1-286	Use of Geotextiles under Riprap
TM-5-818-4	Backfill for Subsurface Structures

Reference Number	Title
TM-5-818-5	Dewatering and Groundwater Control
TM-5-818-8	Engineering Use of Geotextiles

Construction Reviews

The Developer Team shall utilize its construction firm partners, together with its design team, for constructability reviews in the design of the Project facilities.

Permitting Considerations

The Developer Team will develop an action plan to ensure that the various permitting processes move in parallel with the design process. It is expected that regulatory, local agency, municipal, construction, and federal permits/approvals will be required to implement this Project. Considering the processing time associated with the USACE 404/408 approval process, the Project delivery team, in conjunction with the District, will establish early coordination touch points with the USACE to obtain a 408 permission for all proposed improvements that impact the USACE levee system.

Integrated into the Phase One B submittal is the initial application documentation that can be used to apply for the USACE 404/408 process. This documentation is not intended to be signed/sealed design documents. The USACE allows for preliminary design level documentation to be submitted to initiate the 404/408 process. Following USACE review of the initial application, Requests for Information (“RFIs”) will be received by the District. Advancement of the design in response to these RFIs will be addressed within the Phase Two Stipulated Payments and Deliverables Proposal.

A matrix of anticipated permits and approvals needed for this Project is provided below. This matrix identifies the Permit/Approval Name, the Lead Agency/Authority Having Jurisdiction, and the anticipated Project Phase for application.

Permit No.	Permit/Approval Name	Lead Agency	Application Schedule
1	404 Individual Permit	USACE	Phase One/Two
1a	Jurisdictional Wetland Delineation (if necessary b/c PCC)	USACE	Phase One
1b	Section 106 Historical Preservation – consultation	SHPO-DHR	Phase One
1c	USFWS Endangered Species – consultation/ITP	USFWS	Phase One
2	408 (Clean Water Act) Construction Authorization	USACE	Phase One/Two
2a	H&H analysis	USACE	Phase One
3	NEEPP	FDEP	Phase One
3a	Jurisdictional Wetland Delineation – verification acquired	FDEP	Phase One
3b	UMAM analysis	FDEP	Phase One

Phase One Statement of Work and Milestones
Lower Kissimmee Basin STA

Permit No.	Permit/Approval Name	Lead Agency	Application Schedule
3c	Stormwater analysis	FDEP	Phase One
3d	Flood Zone compensation analysis	FDEP	Phase One
3e	Sediment/soils sampling	FDEP	Phase One
3f	401 Water Quality Certification	FDEP	Phase One
3g	Sovereign Submerged Land Authorization	FDEP	Phase One
3h	State Historical Preservation Office - consultation	SHPO-DHR	Phase One
4	FFWCC Listed Species - consultation/ITP	FFWCC	Phase Two
5	NPDES Construction Generic Permit preparation	FDEP	Phase Two
6	SFWMD Property Use Authorization	SFWMD	Phase Two
7	Consumptive Use Permit - application for modification	SFWMD	Phase Two
8	Air Quality Permit - application	Federal/ FDEP	Phase Two
9	Issue Building Permit - Pump Station / Water Control Structures	Okeechobee County	Phase Two
10	Building Permit – STA Basins	Okeechobee & Highlands Counties	Phase Two
11	Issue Building Permit - Substation / Transmission Line	Okeechobee County	Phase Two
12	Conditional Use Permit	Okeechobee & Highlands Counties	Phase Two
13	Federal Energy Regulatory Commission (“FERC”)	FERC	Phase Two
14	Interconnection System Impact Study	FPL	Phase Two
15	Planning & Zoning Approval - Pump Station / Water Control Structures	Okeechobee County	Phase Two
16	Planning & Zoning Approval - STA Basins	Okeechobee & Highlands Counties	Phase Two
17	Planning & Zoning Approval – Substation / Transmission Line	Okeechobee County	Phase Two
18	Roadway Access/Driveway Permit	FDOT	Phase Two
19	Tree Removal Permit (if necessary)	Okeechobee & Highlands Counties	Phase Two
20	Floodplain Development Approval (if necessary)	Okeechobee & Highlands Counties	Phase Two

Phase One Statement of Work and Milestones
Lower Kissimmee Basin STA

Permit No.	Permit/Approval Name	Lead Agency	Application Schedule
21	Certificate of Occupancy – Pump Station / Water Control Structures	Okeechobee County	Phase Two
22	Certificate of Occupancy – Substation	Okeechobee County	Phase Two
23	Construction Approval – Pump Station / Water Control Structures	Okeechobee County	Phase Two
24	Construction Well Approval	Okeechobee & Highlands Counties	Phase Two
25	Demolition Permit	Okeechobee & Highlands Counties	Phase Two
26	Dewatering Permit – Pump Station	SFWMD	Phase Two
27	Dewatering Permit – STA Basins	SFWMD	Phase Two
28	Dust Control Plan Approval	Okeechobee & Highlands Counties	Phase Two
29	Earth Moving Permit	Okeechobee & Highlands Counties	Phase Two
30	Close Electrical Permit – Pump Station / Water Control Structures	Okeechobee County	Phase Two
31	Close Fire Protection Permit – Pump Station / Water Control Structures	Okeechobee County	Phase Two
32	Close Plumbing Permit – Pump Station / Water Control Structures	Okeechobee County	Phase Two
33	Site Access Approval	Okeechobee & Highlands Counties	Phase Two
34	Storm Water Pollution Prevention (“SWPP”) Discharge Permit	Okeechobee & Highlands Counties	Phase Two
35	Close Electrical Permit – Substation / Transmission	FPL	Phase Two
36	Close Plumbing Permit – Substation / Transmission	Okeechobee County	Phase Two
37	Traffic Management Plan Approval	Okeechobee County/FDOT	Phase Two

Finally, the Developer Team will coordinate with FPL to support modifications that may be required for the existing power distribution system to be incorporated into the proposed Project features. This

coordination includes meetings and other communication with FPL, and to provide data or reports necessary as a result of the meetings.

Phase One Tasks

The Developer Team intends to deliver Phase One within approximately thirteen (13) months of the Effective Date of the Project Agreement. To meet this delivery schedule, the Developer Team is proposing two (2) modifications to the District's typical design project progression. First, the Developer Team would complete the Reconnaissance Study effort and begin drafting the DDR concurrently. This parallel work is expected to reduce the delivery timeline by two (2) to three (3) months. Second, as noted above, the Developer Team will not be formally closing out all DrChecks comments following the Reconnaissance Study and DDR submittals. As an alternative conflict resolution process, each comment not closed-out by the schedule deadline will be discussed and settled during the TRB meeting. The potential schedule savings is estimated at six (6) months, though the schedule may need to be adjusted as the work progresses if more meetings are warranted to resolve concerns, or if additional time is required during the DrChecks review process due to the quantity and/or context of comments. Schedule changes will be made mutually and will be documented with written agreement.

The rest of this document has divided the work to be completed during Phase One based upon the three (3) submittals.

Phase One A, Task 1 – Reconnaissance Study

The purpose of the Reconnaissance Study is to engage with the District to refine and develop an appropriate Project to move forward during the rest of Phase One. This task will be completed during the first five (5) months. Initially, the Developer Team will collect additional survey data that will be used throughout the design of the proposed STAs. A Geotechnical Investigation Program ("GIP") will be initiated to explore the subsurface conditions at the Project Property as part of Task 1, however, it is expected that the first phase of the GIP will be completed as part of Phase One B. Throughout Task 1, Developer's geotechnical engineer (Radise International, L.C.) will be providing consultation and sharing any preliminary results from the initial field work completed during the Reconnaissance Study. A description of the GIP is provided in Task 2; however, the noted deliverables will be finalized during Phase One B.

Industry Accepted Technical Documentation and Modeling Work Plan

The topography of the selected Project Property has much greater slope than any previous District STA. Therefore, prior to design of the Project STAs at the proposed Project Property, literature review of successful phosphorus removal under similar conditions is warranted. The Developer Team shall submit technical documentation that is specific to successful phosphorus removal by sheet flow across a significantly sloped site including case studies that identify design components, modeling approaches used in design compared to actual performance, operational constraints, maintenance activities and frequency, and other relevant factors, to demonstrate successful nutrient removal is feasible at the Project Property and to form an understanding of the basis of design that will be applied to this Project Property. The technical documentation must include, but need not be limited to, independent third-party assessments

of projects that are similar in nature to what is anticipated for the proposed Project Property and shall address similar topographic variations, similar soils, similar vegetation and vegetative density, relationship of water depth versus velocity, avoidance or mitigation of sediment transport, water availability, etc. Projects that involved any members of the Developer Team shall clearly identify those relationships. Examples must demonstrate long term performance of the projects. At least one workshop will be conducted regarding this submitted technical documentation to aid in forming the basis of design for the Project.

Concurrent with the collection of survey data and GIP during Phase One, modeling of the STAs' hydrologic, hydraulic, and water quality functionality will be advanced to identify the most effective and efficient STA component configurations. A modeling workplan will be discussed and finalized during Task 1. Previous STAs have relied upon the Dynamic Model for Stormwater Treatment Areas ("DMSTA") as a modeling tool to predict the nutrient load removal of a project. It is noted, however, that DMSTA assumes a flat topography, therefore an alternate analysis method and appropriate tools for predicting successful nutrient loads and measurable targets for the Operations Period of the Project must be selected if the Project cells are not land-leveled. Developer will provide recommendations and supporting literature at least two (2) weeks in advance of any meetings to discuss the modeling workplan. Following the Industry Accepted Technical Documentation Workshop, Developer will submit the proposed modeling plan for the Project. The proposed modeling plan shall include the proposed modeling tools, definition of the boundary conditions to be used, and other critical information required to gain concurrence on the modeling approach that will demonstrate the successful operations of the Project.

DrChecks will be used to gather comments on these submittals and the Developer Team will respond to the comments in DrChecks in draft form prior to the workshops, then update the responses based on the outcome of the workshops.

Topographic Survey

The surveyor shall perform aerial and field survey and mapping services in the Project Property. The purpose of the survey is to obtain sufficient field information to support the Preliminary Design and detailed design. The surveyor shall survey the Project Property in accordance with the District's current Technical Quality Control Requirement available from the District's Survey and Mapping Section. Survey information will be obtained within and along the perimeter of the Project Property. Along the perimeter of the Project Property, all existing publicly owned infrastructure and drainageways within 100-feet of the Project boundary will be located and described. Survey information obtained within the Project Property shall include all man-made drainage ditches/canals, natural drainageways, levees/embankments/berms, access roads, spoil piles, structures, fences, concrete pads, culverts, trees, geotechnical investigation sites, wetland delineations, and existing utilities. Finally, to coordinate data obtained between the ground survey and the aerial survey, the topographic survey will locate all aerial targets and checkpoints.

The aerial survey component will include digital aerial imagery and Light Detection and Ranging (LiDAR) data with the following specifications:

- The survey team shall provide the aircraft, crew, and calibrated LiDAR sensor and camera for the collection of LiDAR data and imagery for the requested area. The surveyor uses the OPTECH Galaxy T500 LiDAR sensor for the data collection and shall furnish the ground crew for collection of Global Positioning System (GPS) during the flight mission.
- The LiDAR data for the topographic survey will be collected at an altitude of 2200 feet, with nominal point density of 15.2 points per square meter on a single pass. With 55% side lap, the final nominal point density will be 30 points per square meter or greater. Digital color imagery will be collected simultaneously and will have a ground sample distance of 4.4 cm (2 inch) per pixel before re-sampling. The data will be suitable for production of 1"=50' scale planimetric and topographic mapping with a 1-foot contour interval for this site in Okeechobee and Highlands Counties.
- In addition to a topographic survey of the Project Property, the surveyor shall collect and process channel cross section at five locations and bathymetric survey data within the L-62 Canal immediately adjacent to both Project parcels. The surveyor shall merge the bathymetric data obtained and the ground surface topographic survey data to provide a complete digital elevation model for the Project Property.

Power Availability Review

A power availability review will be completed during Task 1 to determine what options are available for power supply for the Project.

Land Transfer Documents

Developer will prepare documents to support the District's processes for possible transfer of the Project land during Phase Two. Documents being prepared include:

- Cultural Resources Assessment Survey

The Developer Team engaged a qualified professional to perform a Cultural Resources Assessment Survey ("CRAS") of the Area of Potential Effect ("APE") for the Project. That work was completed in February 2021. A draft copy of the February 2021 CRAS report will be submitted to the District's Tribal and Federal Affairs Liaison for review and comment. The District will provide comments within two (2) weeks of receiving the draft copy of the February 2021 CRAS report. In general, the CRAS shall facilitate gaining additional information about the Project Property from a qualified professional and identify and evaluate any potential archaeological resources within the APE. If the Scope of Work ("SOW") and field implementation utilized for the February 2021 CRAS report is not approved by the District's Tribal and Federal Affairs Liaison for failure to include a CRAS that specifically locates, identifies, and bounds any previously recorded or unrecorded prehistoric or historic period cultural resources within the APE, or to assess their significance in terms of eligibility for listing on the National Register of Historic Places ("NRHP") according to criteria set forth in 36 CFR Section 60.4, then Developer shall prepare a plan to develop and complete an updated SOW for a CRAS of the APE, which shall be submitted to the District's Tribal and

Federal Affairs Liaison for review and comment prior to developing any further SOW or field work implementation. Once the plan is approved, Developer shall develop the updated SOW, and a copy of the draft updated SOW, including a Research Design, shall be submitted to the District's Tribal and Affairs Liaison for review and comment before finalizing it. The District will provide comments within two (2) weeks of receiving the plan to develop and complete an updated SOW and within two (2) weeks of receiving the draft updated SOW. Any updated SOW shall include a CRAS specifically to locate, identify, and bound any previously recorded or unrecorded prehistoric or historic period cultural resources within the APE which may be impacted by the Project and to assess their significance in terms of eligibility for listing on the NRHP according to criteria set forth in 36 CFR Section 60.4. The February 2021 CRAS was, and any updated SOW or CRAS shall be, completed in compliance with the Florida State Historic Preservation Office ("SHPO") and Advisory Council on Historic Preservation ("ACHP") Agency Operating Agreement (2003). The February 2021 CRAS also complies, and any updated SOW or CRAS shall comply, with Section 106 of the National Historic Preservation Act ("NHPA") of 1966 (Public Law 89-655, as amended), as implemented by 36 CFR 800 (Protection of Historic Properties) and Chapter 267, F.S. The February 2021 CRAS work and report also meets, and any updated SOW or CRAS shall meet, the requirements of Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), Florida Administrative Code. The Principal Investigators for the February 2021 CRAS meet, and the Principal Investigators for any updated SOW or CRAS shall meet, the Secretary of the Interior's Professional Qualification Standards (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture. A copy of the final CRAS shall be submitted to the District and a copy shall be recorded with the SHPO.

- Environmental Assessment

During contract negotiations, the Developer Team provided a copy of a Phase I Environmental Site Assessment ("ESA") of the Fernandez Family Trust and Rio Rancho Corporation properties, dated August 28, 2019, prepared by Brown and Caldwell, to the District for review and comment. Based on information provided in the report showing that the Fernandez property was historically developed with high-intensity agricultural fields, a site assessment is warranted.

Developer shall prepare an environmental assessment ("EA") and sampling plan to assess the Project Property for point source impacts and regional contaminant impacts within the Project Property. The point source assessment shall be implemented consistent with the FDEP guidelines and regulations. Regional impacts shall be assessed in accordance with the Protocol for Assessment, Remediation and Post-Remediation Monitoring for Environmental Contaminants on Everglades Restorations Project (2008).

A draft copy of the sampling plan shall be submitted to the District Environmental Science Unit for review and comments prior to implementing field work. The District will provide comments within two (2) weeks of receiving the draft sampling plan. A

copy of the sampling plan shall be submitted to the FDEP and the Fish and Wildlife Services (“FWS”) for review and concurrence.

Developer shall notify the District and the FDEP at least seventy-two (72) hours prior to site assessment/corrective action activities to allow for site visits and audits.

Upon completion of the field work, a site assessment report shall be prepared that summarizes the fieldwork, sampling assessment activities, and laboratory analysis. The report shall include a summary section that evaluates the laboratory data and compares data to applicable regulatory standards. In addition to the FDEP cleanup target levels, laboratory results shall be compared to the SFWMD Sediment Quality Benchmarks (ECT, 2019). Developer shall complete a Screening Level Ecological Risk Assessment for those soil sediments that exceed screening level criteria.

A draft copy of the EA sampling report shall be submitted to the District Environmental Science Unit for review and comments. The District will provide comments within two (2) weeks of receiving the draft report. A copy of the draft EA report shall be submitted to the FDEP and FWS for review and concurrence. It is anticipated that the EA report will be completed as part of the DDR.

Upon obtaining concurrence from the FDEP and FWS of the EA, if warranted for regional contaminant impacts, Developer shall develop a Soil Management Plan (“SMP”) to mitigate contaminant impacts. The SMP should consider soil mixing, blending, soil inversion, and/or soil relocation. A draft copy of the SMP shall be submitted to the District Environmental Science Unit for review and comments. The District will provide comments within two (2) weeks of receiving the draft SMP. A copy of the SMP shall be submitted to the FDEP and the FWS for review and concurrence.

If warranted for point-source impacts, a draft Corrective Action Plan (“CAP”) will be developed to mitigate contaminant impacts. A draft copy of the CAP shall be submitted to the District Environmental Science Unit for review and comments. The District will provide comments within two (2) weeks of receiving the draft CAP. A copy of the CAP shall be submitted to the FDEP and the FWS for review and concurrence.

Upon approval of the plans to mitigate impacts from non-point and/or point sources, Developer shall implement corrective actions to mitigate contaminant impacts. A draft copy of the Corrective Action Implementation Report (“CAIR”) shall be submitted to the District Environmental Science Unit for review and comments. The District will provide comments within two (2) weeks of receiving the draft CAIR. A copy of the CAIR shall be submitted to the FDEP and the FWS for review and concurrence.

The EA shall be considered complete upon issuance of the Site Rehabilitation Completion Order (“SRCO”) (without conditions) from the FDEP and an approval letter from the FWS indicating that the change in site use/inundation does not pose an unacceptable risk to trust species.

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- Survey Data Collection and Boundary Survey

The Developer Team will use professional surveying and mapping services to develop the Preliminary Design. These services will be utilized prior to detailed design of the STAs, a topographic survey of the Project Property will be obtained to inform design decisions and used as the base map for creation of construction documents. This topographic survey information includes the ground surface within the Project Property as well as the channel bottoms for the L-62 Canal and Kissimmee River. The surveyor, who shall be a registered Florida land surveyor reasonably acceptable to the District, shall provide a Certified Boundary Survey Map (the “Boundary Survey”) of the Project Property, which shall include the location of all property encumbrances and information for the neighboring parcels within 100 feet of the Project Property. The Boundary Survey shall be done in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers, shall state the acreage of the Project Property to the nearest one hundredth (1/100th) of an acre and shall locate all title exceptions listed in the title commitment.

It is anticipated that the location of the geotechnical investigation activities and wetland delineations will be surveyed and included in the base mapping information. During construction activities, surveying activities will be completed to stakeout proposed structures and Project elements. Following substantial completion of construction activities, an As-Built survey will be created that documents the Project elements and infrastructure.

Workshops

At least five (5) workshops will be conducted to gather feedback from District staff on various design and operational issues the District has discovered during the District’s twenty (20) plus years of operational experience. The workshops include:

- ***Kick Off Workshop with District.*** The first workshop with the District is intended to be a high-level review of the proposed contracting/design process, Project elements, and design calculations completed to date, including discussion of alternatives considered and addressed. The agenda for this workshop will include a discussion of the collaborative approach for the Project stakeholders. At the conclusion of this workshop, the Developer Team will have the overarching Project goals solidified and a list of alternatives to be reviewed as part of the Reconnaissance Study.
- ***Industry Accepted Technical Documentation Workshop.*** This workshop will be technically focused on the sloped topography of the selected Project Property and the long-term successful performance of similar projects to demonstrate successful nutrient removal is feasible at the Project Property. Discussion topics include: modeling approaches used in design compared to actual performance, operational constraints and maintenance activities and frequency, and other relevant factors.
- ***Workshop on Modeling (H&H and WQ).*** This workshop will include a focused discussion of the modeling needed for the Project and will occur after the District’s review

of the proposed modeling plan. Discussion topics include: modeling work plan, platforms, assumptions, interpretation of results, and documentation of modeling effort. The modeling work plan will be refined and finalized as an outcome of this workshop.

- ***Workshop on Permitting and Monitoring.*** This workshop will be technically focused on the approach to permitting this Project and operations as well as required monitoring of the Project flows and loads. The permit application schedule, permit application package, and potential for a joint permit application will be examined. A permit work plan will be crafted and refined during this workshop.
- ***Workshop on Project Assets.*** This workshop will be technically focused on the various physical Project assets (power, pump stations, WCS, levees, canals, PES, seepage control, etc.). Each design discipline (Civil, Architectural, Mechanical, Structural, Electrical, and Geotechnical) will present its understanding of the Project elements. Within this workshop, GIP scope will be discussed and the alternatives identified during the Kick-Off workshop will be reviewed during an in-depth discussion of the proposed Project layout and features.
- ***Workshop on Operations, Maintenance, and Connectivity with District System.*** This workshop will be technically focused on the electrical and I&C design elements of the Project. The proposed operations schema and how the proposed Project will tie into the District's SCADA system will be discussed. Structures that serve a flood control function, including new structures that could increase flood risks if not operable during a power outage such as discharge structures from the STA, will require backup power. It is not anticipated that the pump station(s) will require backup power for their full pump capacity, however, backup power for communications equipment and seepage pumping capacity is required.

Decisions reached during the workshops concerning design and operational work, as well as the modeling software and assumptions, will be memorialized in meeting minutes. Results of the workshops will be incorporated into a draft Reconnaissance Study, which will layout a revised Project concept, and will inform the development of the DDR. The Reconnaissance Study will generally follow the ESR and will include sections that identify the decisions reached at each of the in-depth workshops. The Reconnaissance Study will also include a revised conceptual design to be used as a basis for DDR work. A draft Reconnaissance Study will be provided to the District for review and comment. The District will provide comments within two (2) weeks of receiving the draft Reconnaissance Study.

Decisions to be completed during Reconnaissance Study:

1. Project approach, including a determination of the balance between phosphorous removal and pumping needs.
2. Modeling approach, including software, assumptions, period of record, interpretation of results, and documentation of modeling effort.

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3. Permit approach, including application schedule, permit application package, and potential for a joint permit application will be examined.
4. Identification of the alternatives to be evaluated.
5. Identification of the chosen alternative to advance through DDR and Preliminary Design.

Deliverables:

1. Minutes of Workshops (Word and PDF).
2. Draft and Final Reconnaissance Study (Word and PDF).
3. Reconnaissance Study DrChecks Comments and Responses (Excel).
4. TRB Meeting Minutes (Word and PDF).
5. Topographic Survey.
6. Boundary Survey.
7. Cultural Resource Assessment Survey.
8. Draft Environmental Assessment and Sampling Report.
9. Draft Soil Management Plan, if warranted for regional contaminant impacts.
10. Draft Corrective Action Plan, if warranted for point-source impacts.
11. Draft Corrective Action Implementation Report, if warranted for non-point and/or point source impacts.

Phase One A, Task 2 – Design Documentation Report (DDR)

This DDR will be a comprehensive document that describes the goals of the Project, individual Project elements, and key design decisions and methods to be used by the Developer Team. This document will also explain the applied design criteria, critical assumptions, and analytical methods used to complete the design of the Project. The DDR will generally follow the outline noted in the ESR, and any customization of the outline will be completed through consultation with the District. This Task 2 will be completed during the first eight (8) months.

GIP

The GIP will use previous geotechnical data as well as new data gathered to develop the design criteria for the STA, embankments, culverts, spreader canals, transmission canals, seepage management systems, water control structures and erosion control systems to be designed for the Project Property. The site investigation program will be of sufficient frequency to provide subsurface information beneath each structure location as well as along the alignments of proposed embankments and canals to be constructed for the Project.

Previous and new geotechnical evaluations and reports will be incorporated into the Preliminary Design document under the Geotechnical Analysis and Design and Civil/Site Design Sections as appropriate. Data collected from the field and laboratory investigation will be compiled into a

Geotechnical Data Report. Site characterization to include interpretation of site data, selection of material characteristics, and engineering properties of the materials encountered as well as recommended parameters to be used in engineering analyses and design of the STA will be compiled into a Geotechnical Basis of Design Memorandum. A Geotechnical Design Report will be generated to present and summarize the results of the geotechnical analyses and evaluations performed for the subsurface conditions encountered at the STA. The Geotechnical Design Report will include the selected geometry and alignment of the embankments as well as the anticipated performance of site structures for stability, seepage, and settlement. This report will also address recommendations for construction of site structures. The Geotechnical Data Report and the Geotechnical Basis of Design memorandum will be included as appendices to the Geotechnical Design Report.

The GIP will be initiated as part of Task 1, will be continued during Task 2, and will be completed as part of Phase One B. Radise will be providing consultation throughout, and sharing any results from the field work completed during, the relevant Task period or Phase One B.

The site geotechnical site investigation will be accomplished in a two (2) phase program. The first phase will be conducted as part of the Preliminary Design and will primarily address the investigations needed for the Preliminary Design of the embankments, canals, structures and pump stations with a limited field exploration program; however, it will also include subsurface explorations needed to advance the inflow/outflow canal through Final Design. The second phase (scope to be provided in the Stipulated Payments and Deliverables Proposal) of the site investigation will be carried out during Phase Two and will focus on any anomalies identified from the Phase One investigation. The geotechnical investigation services will include:

- Standard Penetration Testing.
- Muck Probes.
- Rock Coring and Sampling.
- Piezometer and Well Installation.
- Field Permeability Testing.
- Soil and Rock Laboratory Testing.

Modeling

Modeling of the STAs' hydrologic, hydraulic, and water quality functionality will be advanced during the DDR to identify the most effective and efficient STA component configurations.

Power Supply Review

A power supply review will be completed during Task 2 to determine how to power the WCS at the Project.

Response to Title Objections

Within sixty (60) days of receipt, Developer will evaluate all title objections properly submitted by the District in accordance with Section 6.3 of the Project Agreement and will prepare a

written response to each title matter properly objected to by the District detailing whether Developer is electing to cure or not to cure each such title objection prior to the completion of any closing on the transfer of the Project Property to the District.

Workshops

Similar to Task 1, the work to advance the design and document the basis of design will be advanced through a series of workshops to gather input from District staff. Decisions reached during the workshops associated with DDR elements will be memorialized in meeting minutes. These meeting minutes will be attached to the DDR. The topics to be discussed during the workshops include the following:

- ***Modeling (H&H and WQ).*** This workshop will present the modeling efforts completed to date and include a focused discussion of the modeling needed for the Project. Discussion topics include: modeling work plan implementation, interpretation of results, design implications/modifications based upon those results, and noting the additional modeling to be completed prior to completion of Phase One.
- ***Permitting and Monitoring.*** This workshop will be technically focused on the approach to permitting this Project and operations as well as required monitoring of the Project flows and loads. The permit application schedule, permit application package, and potential for a joint permit application will be examined.
- ***Project Assets.*** This workshop will be technically focused on the various physical Project assets (pump stations, WCS, levees, canals, PES, seepage control, etc.). Each design discipline (Civil, Architectural, Mechanical, Structural, Electrical, and Geotechnical) will present the basis of design for the various Project elements. Within this workshop, an in-depth discussion of the GIP efforts completed will be discussed.
- ***Operations, Maintenance, and Connectivity with District System.*** This workshop will be technically focused on the electrical and I&C design elements of the Project. The proposed operations schema and how the proposed Project will tie into the District's SCADA system will be discussed.

DDR Activities and Disciplines

- ***Site Investigation / Historic Survey / Design Criteria Development.*** The existing conditions of the Project Property, including information associated with the regional and local climate, geology, soils, and seismic environment will be described in the DDR. The topographic information, Endangered Species Assessment, Jurisdictional Wetland Determination, and H&H data obtained by the Developer Team will be enumerated in this document. The limits of the Project and site datums will be described, along with a list of applicable design codes and standards for the Project.
- ***H&H Modeling.*** Hydraulic and hydrologic studies and analysis will be performed to support the basis of design and include determination of design storms and floods for Project design, wave run-up and wind set-up analysis, flood and flow routing, sizing

of WCS and canals, identification of head losses, discharge coefficients, estimated flow velocities, and energy dissipation requirements.

- ***WQ Modeling.*** The water quality modeling will be performed to estimate the annual removal of phosphorus.
- ***GIP Phase 1.*** Geotechnical site investigations, studies, and analysis will be performed to support the basis of design and include embankment stability, seepage analysis and control, erosion protection, excavation design, foundation design, backfill requirements, and the care and control of groundwater during and after construction.
- ***Project Layout / Feature Design and Engineering Analysis.*** A summary of the conceptual-level civil, structural, mechanical, and electrical will be provided as part of the DDR.
- ***Draft Project Operations Manual (“POM”) including Fifty (50) year O&M Costs.*** A draft POM will be provided that includes a description of the Project features, operation strategies, hydropattern restoration, monitoring, and operating permit requirements. Operations identified will include the Facility Start-Up Period, normal operations, extreme flow and drought operations, and how to take cells out of service for maintenance.
- ***Construction Schedule.*** A preliminary construction schedule will be provided as part of the DDR.
- ***Data Communications Plan and Engineering Analysis.*** A conceptual-level communications and data processing design will include the proposed tower placement and height (if necessary), identification of the existing communications infrastructure that will be used to connect the Project to the District, and an overview of the functional operational requirements for the communications system for the Project.
- ***Regulatory Plan.*** This plan will list the regulatory agencies with jurisdiction over the Project, provide a summary of the applicable regulations affecting the Project, and the permits/ approvals required for the Project.
- ***Draft Quality Management Plan.*** In addition to documentation that Quality Management Reviews/Quality Certificates of Compliance for the DDR will be provided with the DDR submittal, a Draft Quality Management Plan that details the Quality Control/Quality Assurance procedures implemented by the Developer Team will be provided.

Attached to the DDR, the Developer Team will include meeting minutes, documentation of analysis completed, communication strategies, list of plans and specifications to be delivered at the end of Phase One, DRT documentation, and applicable memoranda and references. A draft DDR, which follows the ESR, will be provided to the District for review and comment. The District will provide comments within two (2) weeks of receiving the draft DDR.

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Decisions to be completed during DDR:

1. Critical Assumptions.
2. Analytical Methods.
3. Deviations from the typical District Standards.
4. Operations Manual specifics, including performance optimizations, monitoring requirements, normal/extreme/drought conditions, Facility Start-Up Period, and hydropattern restoration.
5. Ways the Project will connect with the District system.
6. Ways the Developer Team will operate the Project (electronically and physically).
7. PES Design Criteria.

Deliverables:

1. Minutes of Workshops (Word and PDF).
2. Draft and Updated DDR (Word and PDF).
3. DDR DrChecks Comments and Responses (Excel).
4. Written Response to District's Title Objections.
5. TRB Meeting Minutes (Word and PDF).

Phase One B Submittal

Following delivery of the draft DDR submittal to the District for review, the Developer Team will begin advancing the design of the Project to the Phase One B submittal document, in accordance with Section 4.1 of the Project Agreement. This task will be completed during the final seven (7) months of Phase One. The Phase One B submittal will include the delivery of plan sheets, technical specifications, and updates to the draft POM, Construction Schedule, Regulatory Plan, and updated DDR. As noted previously, the level of detail presented in the final Phase One B submittal will meet or exceed the minimum Preliminary Design ESR submittal to the District.

Workshops

Several workshops will be conducted to gather additional feedback from District staff. Decisions reached during the workshops associated with the Project's various elements will be memorialized in meeting minutes. These meeting minutes will be attached to the updated DDR submitted at the conclusion of Phase One. The topics to be discussed during the workshops include the following:

- ***Modeling (H&H and WQ).*** This workshop will present the modeling efforts completed to date and a focused discussion of the modeling needed for the Project. Discussion topics include: modeling work plan implementation, interpretation of results, design implications/modifications based upon those results, and noting the additional modeling to be completed prior to completion of Phase One.

- ***Permitting and Monitoring.*** This workshop will be technically focused on the approach to permitting this Project and operations as well as required monitoring of the Project flows and loads. The permit application schedule, permit application package, and potential for a joint permit application will be examined.
- ***Project Assets.*** This workshop will be technically focused on the various physical Project assets (pump stations, WCS, levees, canals, PES, seepage control, etc.). Each design discipline (Civil, Architectural, Mechanical, Structural, Electrical, and Geotechnical) will present the basis of design for the various Project elements. Within this workshop an in-depth discussion of the GIP efforts completed will be discussed. The likely draft Operating Plan will be discussed to provide context related to the purpose, function, and operations of each of these assets.
- ***Operations, Maintenance, and Connectivity with District System.*** This workshop will be technically focused on the electrical and I&C design elements of the Project. The proposed operations schema and how the proposed Project will tie into the District's SCADA system will be discussed. The likely draft Operating Plan will be discussed to provide context related to the purpose, function, and necessary operations of each of the assets to form the basis of design for the connectivity scope of work.
- ***USACE Coordination.*** The Developer Team recognizes how critical coordination with the USACE will be to the Project. Therefore, the Developer Team proposes to coordinate and attend an in-person workshop with the USACE at their offices in Jacksonville.
- ***Phase Two.*** In collaboration with the District, the Developer Team will schedule a workshop to share the format and level of detail for the delivery of the Stipulated Payments and Deliverables Proposal. In addition, the scope of Phase Two will be discussed in detail with the District at this workshop. This scope includes planned advancement of the design, permit applications, construction sequencing, Project start-up conditions, sequence of operations, annual operations reporting, and finally hand-over of the Project to the District at the conclusion of Phase Two.

Decisions reached during the workshops concerning design and operational work, as well as the modeling result interpretation, will be memorialized in meeting minutes. Results of the workshops will be incorporated into an updated DDR and Phase One B submittal design documents. In addition to the formally scheduled workshops, the EIP Team will meet weekly with the District to discuss design/modeling decisions and documentation requirements for the DDR.

Updated Draft Project Operations Manual (POM) including Fifty (50) Year O&M Costs

A draft POM, as provided within the DDR, will be updated to reflect the information provided in the advanced design details.

Construction Schedule

A construction schedule will be provided as part of the updated DDR.

Phase One B Submittal

The Phase One B submittal will be provided to the District for review and comment. The District will provide comments within two (2) weeks of receiving the Phase One B submittal. The submittal for Phase One B will be required to completely close-out all review comments prior to delivery of the Stipulated Payments and Deliverables Proposal.

Deliverables:

1. Preliminary Design + Plan Sheets (DWG and PDF).
2. Technical Specifications (Word and PDF).
3. Updated Draft POM (Word & PDF).
4. Construction Schedule (PDF).
5. Regulatory Plan (PDF).
6. Stipulated Price Proposal (Excel & PDF).
7. Minutes of Workshops (Word and PDF).
8. Updated DDR (Word and PDF).
9. DDR DrChecks Comments and Responses (Excel Exported from DrChecks).
10. TRB Meeting Minutes (Word and PDF).

EXHIBIT B

PHASE ONE – PAYMENT AND DELIVERABLE SCHEDULE

Phase One Payment and Deliverable Schedule

Phase One A

Task 1: Reconnaissance Study

a. Certified Boundary Survey and Topography (PDF and DWG)	\$252,000
b. Phase I Environmental	\$252,000
c. Cultural Resources Assessment Survey	\$126,000
d. Workshops	\$380,000
e. Final Reconnaissance Study approved	\$1,010,000

To be invoiced after approval of Final Reconnaissance Study by District	\$2,020,000
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Task 2: Design Documentation Report

a. Workshops	\$630,000
b. Draft Design Documentation Report submitted and deemed complete	\$2,270,000
c. Final Design Documentation Report approved	\$1,010,000

To be invoiced after approval of Final Preliminary Design Documentation Report by District	\$3,910,000
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Phase One B

Task 3: Preliminary Design +

a. Workshops	\$630,000
b. Draft Preliminary Design, Specifications and Schedule	\$3,398,000
c. Updated Draft Project Operations Manual	\$630,000
d. Permit Applications	\$252,000
e. Final Preliminary Design+ Completion	\$1,760,000

To be invoiced after approval of Final Preliminary Design + by District	\$6,670,000
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Phase One Total:	\$12,600,000
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EXHIBIT C

INSURANCE REQUIREMENTS CHECKLIST

Lower Kissimmee Basin Stormwater Treatment Project

TYPE OF COVERAGE		MINIMUM COVERAGE LIMITS
Must be Included if marked "X"	Commercial General Liability Comprehensive Coverage/ Other Coverage Endorsements	Bodily Injury & Property Damage <u>\$2,000,000. Per Occurrence</u> <u>\$3,000,000. General Aggregate or CSL</u> <u>\$3,000,000. Products – Comp/Op Aggregate</u>
	(Please note special instructions →)	Special instructions: Silica exclusion must be eliminated from the policy IF THE PROJECT USES cement/ concrete construction or pre-made cement/ concrete materials in the performance of the contract. Prior to commencement of any activities or access to District property or equipment under this agreement, Contractor is required to provide District with an acceptable certificate of insurance, as well as an additional insured endorsement and a waiver of subrogation endorsement. Coverage and limits must be in accordance with these requirements, be no more restrictive than the most recent ISO forms and the District must be listed as a certificate holder. Coverage requirements shall extend to all employees and subcontractors; Prime firm is responsible.
X	Occurrence Form	
X	Premises Operations	
X	Delete XCU Exclusion (if applied)	
X	Products Completed	
X	Contractual	
X	Independent Contractors	
X	Broad Form Property	
X	Personal Injury	
	Blasting	
	Demolition	
X	Watercraft – by exception for Non-Owned or Hull/ P&I (if used in project)	
X	Pollution extension, CPL or separate EIL for pollution losses	
	Automobile Liability	Bodily Injury & Property Damage <u>\$1,000,000.</u> Combined Single Limit (Ea. accident) <u>\$10,000. PIP</u>
X	Any Auto Covered	
X	Workers' Compensation and Employer's Liability (if required by F.S. Chapter 440/ Federal Gov't.)	Statutory Limits <u>\$100,000. Occurrence</u> <u>\$500,000. Aggregate</u> <u>\$100,000. Disease</u>
X	Umbrella Liability	<u>\$3,000,000.</u>
X	Professional Liability/Errors and Omissions	<u>\$2,000,000. Each Loss</u>
X	Environmental Impairment Liability, CPL or Pollution Liability	BI & PD <u>\$1,000,000. Aggregate or CSL</u>
	Installation Floater or Policy Coverage (for District materials, machinery, equipment or property that will become part of the project, if in Developer's care, onsite or in transit)	District Owned Materials, Machinery, Equipment or Property Installation <u>\$1,000,000.</u>
X	Builder's Risk (during Construction Period only)	Property Under Construction @100% of Value

The District must be named as an "Additional Insured" except for Workers' Compensation and Employer's Liability, Professional Liability and Inland Marine. Developer must use the following ISO form(s), or others approved by District Risk Management: Additional Insured Endorsement Form(s) CG2010, CG2037. Must use ISO Waiver of Subrogation Endorsement CG2404 except for Professional Liability and Inland Marine. Endorsements must be listed on the certificate or copies provided. Include specific project description.

The Certificate holder shall be designated as:

South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

Insurance Requirements reviewed by:

JAA/03/03/2021

EXHIBIT D
GENERAL CONDITIONS OF THE
AGREEMENT BETWEEN DISTRICT AND DEVELOPER

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

Wherever used in the Contract Documents (as defined below) and printed with initial capital letters, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles, sections, and/or paragraphs, and the titles of other documents or forms.

- A. *Agreement*: The written instrument titled “Project Agreement,” as amended, which is evidence of the agreement between the District and Developer covering the Project.
- B. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- C. *Bonds*: Performance and payment bonds and other instruments of security to guarantee completion of Construction.
- D. *Construction*: The part of the Project that is the result of the performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Project, and the furnishing of services (other than Design Professional Services and operational services) and documents during the Construction Period, all as required by the Contract Documents.
- E. *Construction Manager*: An individual or entity with whom the District may contract to furnish services to the District with respect to the Construction.
- F. *Construction Period*: The period during which Developer shall complete the Construction Work, which shall commence on the day after the District delivers a Notice to Proceed to Construct to Developer and end upon the District’s acceptance of the construction completion documentation, as provided in the Stipulated Payments and Deliverables Amendment.
- G. *Construction Price*: The portion of the Contract Price allocated to the Construction Work, which shall be paid to Developer through one interim construction payment and one final construction payment, as set forth in the Stipulated Payments and Deliverables Amendment.
- H. *Construction Subagreement*: A written agreement between Developer and a construction Subcontractor for provision of Construction.
- I. *Construction Work*: All Construction work and other obligations to be performed by Developer during the Construction Period under the Contract Documents including, without limitation, construction of the stormwater treatment area, project management, supervision, training, testing, commissioning, and all other Construction services and deliverables required by Developer under the Agreement.

- J. *Contract Documents*: Those items so designated in the Stipulated Payments and Deliverables Amendment. Only printed or hard copies of the items listed in the Stipulated Payments and Deliverables Amendment are Contract Documents. In the event of any inconsistency between the Agreement, as amended, and the Contract Documents, including these General Conditions, the Agreement shall control.
- K. *Contract Price*: The total moneys payable by the District to Developer for completion of Phase Two in accordance with the Stipulated Payments and Deliverables Amendment.
- L. *Developer*: The individual or entity with whom District has entered into the Agreement.
- M. *Design Professional Services*: That part of the Project to be performed during Phase One and the [Phase Two] Final Design Period, and comprised of services relating to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals as part of the Project.
- N. *Developer-Related Entity*: Subcontractors and Suppliers, and anyone for whose acts any of them may be legally or contractually responsible.
- O. *District*: South Florida Water Management District.
- P. *District Indemnitee(s)*: District and all of its representatives, appointed and elected officials, officers, employees, authorized agents, consultants, and other duly authorized representatives.
- Q. *District Project Manager*: The person identified on the cover page of the Agreement responsible for performance and oversight of all matters regarding the Project.
- R. *Drawings*: Those Submittals prepared by or for Developer and approved by the District consisting of drawings, diagrams, illustrations, schedules, and other data which show the scope, extent, and character of the Project.
- S. *Effective Date of the Agreement*: The date that the Agreement is executed by both the District and Developer.
- T. *Effective Date of the Stipulated Payments and Deliverables Amendment*: The date that the Stipulated Payments and Deliverables Amendment is executed by both the District and Developer.
- U. *Facility Startup Period*: The period during which Developer will conduct start-up operations, which shall commence on the day after the District accepts any construction completion documentation required under the Stipulated Payments and Deliverables Amendment and end upon commencement of the Operations Period.
- V. *Final Design Period*: The period during which Developer shall complete the final design of the Project, which shall commence on the Effective Date of the Stipulated Payments and Deliverables Amendment and end upon the District's payment to Developer of the

final design payment in accordance with the Stipulated Payments and Deliverables Amendment.

- W. *Final Drawings and Specifications*: Those Drawings and Specifications that will be approved by the District and which will become Contract Documents.
- X. *General Conditions*: These “General Conditions of the Agreement between District and Developer,” which are applicable only to the Construction of the Project.
- Y. *Hazardous Environmental Condition*: The presence at the Project Property of Hazardous Materials in such quantities or circumstances that may present an imminent or substantial danger to persons or property exposed thereto in connection with the Construction Work.
- Z. *Hazardous Materials*: Collectively, Asbestos, Hazardous Waste, PCB's, petroleum products, radioactive materials, and other materials, waste, substances, and chemicals deemed to be hazardous under applicable Laws or Regulations.
- AA. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903), as amended from time to time.
- BB. *Land Transfer*: Developer’s sale of the Project Property to the District, and the District’s purchase of the Project Property from Developer, in accordance with Section 6.1 of the Agreement.
- CC. *Laws and/or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- DD. *Liens*: Charges, security interests, or encumbrances upon real property or personal property.
- EE. *Notice to Proceed to Construct*: A written notice given by the District to Developer, which notice is the date on which the Construction Period will commence to run and is the date on which Developer shall start to perform the Construction.
- FF. *Operations Period*: The period during which Developer shall operate the Project, which shall commence on the May 1st immediately following regulatory approval to commence flow-through operations and end upon the earlier of seven (7) years thereafter or the completion of five (5) successful operational years.
- GG. *Phase One*: The first phase of Developer’s implementation of the Project, including preparation of due diligence documents, preliminary design, and necessary permits, as well as preparation of the Stipulated Payments and Deliverables Proposal.
- HH. *Phase Two*: The second phase of Developer’s implementation of the Project (following the District’s acceptance of the Stipulated Payments and Deliverables Amendment), including completed design, permitting, construction, and post-construction tasks, operations, and turnover of the Project.

- II. *Project*: Design, construction, operation, and turnover of a Lower Kissimmee Basin Stormwater Treatment Project.
- JJ. *Project Property*: Lands or other areas designated in the Contract Documents as being furnished by Developer (or, if the Land Transfer has already occurred, by District) upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands, if any, furnished by the District which are designated for use by Developer.
- KK. *Specifications*: Those Submittals prepared by or for Developer, and approved by the District, consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship, as applied to the Construction Work and certain administrative details applicable thereto.
- LL. *Stipulated Payments and Deliverables Amendment*: The Amendment referred to in Section 5 of the Agreement that shall establish the detailed commercial terms for the Phase Two services.
- MM. *Stipulated Payments and Deliverables Proposal*: The documents submitted by Developer under Section 5.1 of the Agreement setting forth, among other things, the design concepts, proposed prices, and other conditions for Phase Two to be performed thereunder.
- NN. *Stipulated Payments and Deliverables Proposal Documents*: Those Drawings and Specifications generated and/or developed by Developer during Phase One of the Agreement and referenced as Stipulated Payments and Deliverables Proposal Documents in the Stipulated Payments and Deliverables Amendment, which documents are intended to be the baseline for the design to be performed as part of Phase Two.
- OO. *Subcontractor*: An individual or entity, other than a Supplier, having a direct contract with Developer or with any other Subcontractor for the performance of a part of the Construction Work.
- PP. *Submittal*: A written or graphic document prepared by or for Developer, which is required by the Contract Documents to be submitted to the District by Developer. Submittals may include Drawings, Specifications, progress schedules, shop drawings, and samples. Except for the Stipulated Payments and Deliverables Proposal Documents and the Final Drawings and Specifications, Submittals are not Contract Documents.
- QQ. *Substantial Completion*: The time at which the Construction Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction (or a specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Construction Work refer to Substantial Completion thereof.
- RR. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Developer or with any Subcontractor to furnish materials

or equipment to be incorporated into the Construction Work by Developer or any Subcontractor.

- SS. *Turnover Period*: The period during which Developer shall turnover operations of the Project to the District, which shall commence on the day following the last day of the Operations Period and end upon the District's final payment to Developer pursuant to the Stipulated Payments and Deliverables Amendment.
- TT. *Work*: All Design Professional Services, Construction Work, Operations, and other obligations to be performed by Developer under the Agreement and Contract Documents including, without limitation, project management, supervision, training, testing, commissioning, and all other services and deliverables required by Developer to effectuate the design, construction, successful operations, and turnover of the Project in accordance with the Contract Documents.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B below are not defined terms, but when used in the Contract Documents have the indicated meanings.
- B. *Intent of Certain Terms or Adjectives*:
1. The word "day" shall constitute a calendar day of twenty-four (24) hours measured from midnight to the next midnight.
 2. The word "defective," when modifying the term "Construction Work," refers to Construction Work that is unsatisfactory, faulty, or deficient in that it does not substantially conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to the Turnover Period (unless responsibility for the protection thereof has been already assumed by the District) provided that the defect was not caused by the District.
 3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Project Property (or some other specified location) ready for use or installation and in usable or operable condition.
 4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 5. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

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6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Developer, "provide" is implied.
7. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Commencement of Work; Notice to Proceed*

- A. Developer shall commence the Construction upon District's delivery to Developer of the Notice to Proceed to Construct.

2.02 *Intent of the Contract Documents*

- A. The Contract Documents are complementary; what is required by one shall be as binding as if required by all.
- B. All Construction Work that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete the Construction Work to conform to the requirements of the Contract Documents shall be provided by Developer with no change in the Construction Price.
- C. Arrangement and titles of drawings and organization of the specifications into divisions, sections, and articles in the Contract Documents shall not be construed as segregating the various units of material and labor, dividing the Construction Work among Subcontractors, or establishing the extent of Construction Work to be performed by any trade. Developer may arrange and delegate the Construction Work in conformance with trade practices, but Developer shall be responsible for completion of all Construction Work in accordance with the Contract Documents.

2.03 *Submission of Schedules*

- A. The schedules set forth below shall be included in the Stipulated Payments and Deliverables Amendment:
 1. A Statement of Work and Milestones, which shall include a schedule of deliverables;
 2. A Phase Two – Payment and Deliverable Schedule; and
 3. A progress schedule indicating the approximate times (numbers of days or dates) for starting and completing the various stages of the Construction Work, including the anticipated Substantial Completion date upon which the Stipulated Payments and Deliverables Proposal and progress schedule is based.

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2.04 *Kick-Off Meeting and Initial Conference*

- A. The parties will have a Construction kick-off meeting within seven (7) days of the District's delivery to Developer of the Notice to Proceed to Construct to discuss issues affecting the administration of the Construction Work and the ability of the parties to perform their obligations under the Contract Documents. Developer will be expected to provide a general overview of its Construction management plan and discuss significant issues that might impact scheduling and planning. At the kick-off meeting, the District and Developer shall each designate, if they have not done so previously, a specific individual to act as its authorized representative/project manager with respect to the Construction Work. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Agreement, and otherwise act on behalf of each respective party.

2.05 *Applicable District Policies*

- A. Developer hereby agrees to be bound by all applicable District policies and standards of conduct. It is Developer's responsibility to advise its employees, Subcontractors, Suppliers, or hired workers of the nature of the Project, as described in the Contract Documents. Upon request, Developer shall, at its sole expense, conduct background checks for any Developer employee or hired worker providing Construction services on the Project.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, or Regulations.
 - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean (except as may be otherwise specifically stated in the Contract Documents) the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date of the Agreement.
 - 2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of the District, Developer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the District any duty or authority to supervise or direct the furnishing or performance of the Construction Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.02 *Resolving Discrepancies*

- A. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 2. The provisions of any such Laws or Regulations applicable to the performance of the Construction Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
- B. The Stipulated Payments and Deliverables Amendment shall establish the order of precedence that shall apply in the case of direct, unresolvable conflicts between or among Contract Documents; provided, however, that unless otherwise expressly agreed to by the parties in writing, the Agreement shall control over all Contract Documents.
- C. For the avoidance of doubt, in the event of a discrepancy between the Stipulated Payments and Deliverables Proposal Documents on the one hand and the Drawings and Specifications on the other hand, the Stipulated Payments and Deliverables Proposal Documents will control.

3.03 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Construction Work or to modify the terms and conditions thereof in one or more of the following ways:
1. A written amendment executed by the Parties.
 2. The District's acceptance of required Submittals pursuant to Paragraph 5.15.B.

3.04 *Electronic Data*

- A. Copies of data furnished by the District to Developer or by Developer to the District that may be relied upon for Construction are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored on electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving data in electronic format agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 *Hazardous Environmental Conditions at Project Property*

- A. Developer represents and warrants that Developer will be responsible for any Hazardous Environmental Conditions caused by Developer on the Project Property during the Construction Period, even after the Land Transfer.

ARTICLE 5 – DEVELOPER’S RESPONSIBILITIES

5.01 *Supervision and Superintendence of Construction*

- A. Developer shall supervise, inspect, and direct the Construction Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be reasonably necessary during the Construction Period to provide the Construction Work in accordance with the Contract Documents. Developer shall be responsible to see that the completed Construction Work complies fully with the Contract Documents and shall keep the District advised as to the quality and progress of the Construction Work.
- B. At all times during the progress of the Construction Work, Developer shall assign a competent resident superintendent who shall not be replaced without written notice to the District except under extraordinary circumstances. The superintendent will be Developer’s representative at the Project Property and shall have authority to act on behalf of Developer. All communications given to or received from the superintendent shall be binding on Developer. The superintendent shall be able to read, write, speak, and understand the English language.

5.02 *Labor, Working Hours*

- A. Developer shall provide competent, suitably qualified personnel to perform the Construction Work, as required by the Contract Documents. Developer shall at all times maintain good discipline and order at the Project Property.
- B. Working Hours: Except as otherwise required for the safety or protection of persons, the Construction Work, or property at the Project Property or adjacent thereto, and except as otherwise stated in the Contract Documents, all Construction Work at the Project Property shall be performed during regular working hours.
- C. Employee Authorization to Work: Developer shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including, but not limited to, the Department of Homeland Security, U.S. Citizenship and Immigration Services form I-9. Prior to contract execution, Developer shall submit Form 1, “Developer’s Affidavit, Work Involving District Facilities or Equipment,” and shall advise the District of any potential violation of compliance with the Affidavit. In the event that the Construction Price exceeds \$150,000, then for all persons hired by Developer to work in the State of Florida for a

period that is equal to or exceeds 120 days, Developer shall use the United States Department of Homeland Security's E-Verify System ("E-Verify") to verify employment eligibility. Developer shall require all Subcontractors and Suppliers having contracts valued in excess of \$3,000 to use E-Verify to verify the employment eligibility of all persons hired by such entities to perform any such portion of the Work. Answers to questions regarding E-Verify, as well as instructions on enrollment, may be found at the E-Verify website: www.uscis.gov/e-verify. Written verification shall be kept by Developer and made available for inspection on demand by the District.

- D. Rate of Pay: The hourly rate of pay for each employee shall comply with state law and industry standards for similar work to that performed under the Agreement. Developer shall maintain records verifying the rate of pay for each employee working on this Agreement and make such records available for inspection on demand by District. The District will only be entitled to make such a demand in connection with responding to an audit request.
- E. Compliance: Failure to fully comply with Paragraphs B, C, and D above shall be a material breach of the Agreement and cause for termination of the Agreement for cause.

5.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Developer shall furnish, or cause to be furnished, and shall assume full responsibility for the Construction, including but not limited to all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Construction Work.
- B. All materials and equipment incorporated into the Construction Work shall be as specified in the Drawings or Specifications or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. Any warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of the District. If required by the District, Developer shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

5.04 Concerning Developer-Related Entities

- A. Developer shall not employ any Developer-Related Entity or any individual against whom the District may have reasonable objection. No acceptance by the District of any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the District to reject defective Construction Work.

- B. Developer shall be fully responsible to the District for all acts and omissions of the Developer-Related Entities just as Developer is responsible for Developer's own acts and omissions. Nothing in the Contract Documents:
 - 1. Shall create for the benefit of any such Developer-Related Entity any contractual relationship between the District and any such Developer-Related Entity;
 - 2. Shall create any obligation on the part of the District to pay or to see to the payment of any moneys due any Developer-Related Entity except as may otherwise be required by Laws or Regulations.
- C. Developer shall be solely responsible for scheduling and coordinating all Developer-Related Entities.
- D. Developer shall require all Developer-Related Entities to communicate with the District through Developer.

5.05 *Patent Fees and Royalties*

- A. Developer shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Construction Work or the incorporation in the Construction of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. To the fullest extent permitted by Laws or Regulations, Developer shall indemnify and hold harmless the District Indemnitees from and against all claims, costs, losses, and damages (including, but not limited to, all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Construction Work or resulting from the specification or incorporation in the Construction of any invention, design, process, product, or device. Notwithstanding the foregoing, Developer shall not be liable to the District for infringement claims: (1) relating solely to a particular process or product of a particular manufacturer specified by the District and not objected to in writing by Developer to the District; (2) arising from modifications to the Construction by the District after acceptance of the Construction; or (3) the District's use or operation of the Construction for purposes other than intended.

5.06 *Permits*

- A. Unless otherwise provided in the Contract Documents, Developer shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Construction Work. If any such permit, license, or approval of governmental authorities is required to be formally issued in the name of the District, the District shall undertake all efforts to obtain such permit, license, or approval, subject to the District's reasonable cooperation with Developer, including execution and delivery of appropriate applications and other documentation in forms approved by the District.

5.07 *Laws or Regulations*

- A. Developer shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Construction Work. Except where otherwise expressly required by applicable Laws and/or Regulations, the District shall not be responsible for monitoring Developer's compliance with any Laws or Regulations.
- B. If Developer performs any Construction Work knowing or having reason to know that it is contrary to Laws or Regulations, Developer shall bear all claims, costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to such Construction Work.

5.08 *Taxes*

- A. Developer shall pay all sales, consumer, use, employment-related, and other taxes required to be paid by Developer in accordance with the Laws or Regulations of the place of the Project, which are applicable during the performance of the Construction Work.
- B. District is exempted from payment of Florida state sales and use taxes and federal excise tax. Developer, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Developer to Developer-Related Entities for taxes on materials used to fulfill its obligations under the Contract Documents.

5.09 *Use of Project Property and Other Areas*

- A. *Limitation on Use of Project Property and Other Areas.*
 - 1. Developer shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Project Property and other areas permitted by Laws or Regulations and shall not unreasonably encumber the Project Property and other areas with construction equipment or other materials or equipment. Developer shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Construction Work. Should any claim be made by any such owner or occupant because of the performance of the Construction Work, Developer shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 - 2. To the fullest extent permitted by Laws or Regulations, Developer shall indemnify and hold harmless the District from and against all claims, costs, losses, and damages (including, but not limited to, reasonable fees of engineers, architects, attorneys, and other professionals, and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against the District, or any other party indemnified hereunder, to the extent caused by or

based upon the failure of any Developer-Related Entity to perform the Construction Work in accordance with the Contract Documents.

3. Developer shall ensure that all employees performing or furnishing any of the Construction Work will be prohibited from using firearms, engaging in hunting, fishing, trapping, using illegal drugs, or using alcohol either on the work site, on District property, or on any land adjoining the work site.
- B. *Removal of Debris*: During the performance of the Construction Work, Developer shall keep the Project Property reasonably free from accumulations of waste materials, rubbish, and other debris resulting from the Construction Work. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.
- C. *Loading Structures*: Developer shall not load, nor permit any part of any structure to be loaded, in any manner that will endanger the structure, nor shall Developer unreasonably subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

5.10 Record Documents

- A. Developer shall maintain in a safe place at the Project Property one record copy of all Drawings, Specifications, addenda, approved Submittals, QA/QC records, and all other written interpretations and clarifications in good order and annotated to show all changes made during performance of the Construction Work. Such copies shall constitute the "Record Documents" and will be available to the District for reference.
- B. The Record Documents shall, as appropriate, be marked-up as the Construction Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, etc., encountered or installed. A "record" survey book will be kept and shall include the following items:
 1. The location and elevation of all existing utilities, structures, etc. encountered.
 2. The finished product location and elevation of all utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, and any and all underground structures.
- C. The Record Documents will be delivered to the District during the Turnover Period. Developer shall deliver to the District a reproducible set of updated Contract Documents. Developer will transfer all its "as-built" information to these reproducibles and deliver the resultant "as-built" set of plans to the District. Each completed set of "as-built" drawings must include on its face a certified statement by Developer that the set of "as-built" drawings accurately depicts the actual Construction Work as constructed.

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5.11 *Safety and Protection*

- A. Developer shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Construction Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of Subcontractors' work, nor for compliance with applicable safety Laws and Regulations. Developer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent, damage, injury, or loss to:
 - 1. All persons on the Project Property or who may be affected by the Construction Work;
 - 2. All the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Property; and
 - 3. Other property at the Project Property or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of the Construction Work.
- B. Developer shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Developer shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Construction Work may reasonably affect them, and shall reasonably cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Developer shall comply with the applicable requirements of the District's safety programs, if any.
- D. Developer shall inform the District of the specific requirements of Developer's safety program with which the District and its employees and representatives must comply while at the Project Property.
- E. All damage, injury, or loss to any property referred to in Paragraph 5.11.A.2 or 5.11.A.3 caused, directly or indirectly, in whole or in part, by any Developer-Related Entity shall be remedied by Developer.
- F. Developer's duties and responsibilities for safety and for protection of the Construction Work shall continue until such time as all the Construction Work is completed and the District has accepted the Construction Work.

5.12 *Safety Representative*

- A. Developer shall designate a competent safety representative at the Project Property who has the experience, duty, and responsibility to take prompt actions to eliminate hazards,

correct unsafe conditions, and enforce the implementation of Developer's safety requirements.

5.13 *Hazard Communication Programs*

- A. Developer shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project Property in accordance with Laws or Regulations.

5.14 *Emergencies*

- A. In emergencies affecting the safety or protection of persons, the Construction Work, or property at the Project Property or adjacent thereto, Developer is obligated to reasonably act to prevent threatened damage, injury, or loss. Developer shall give the District prompt written notice if Developer believes that any significant changes in the Construction Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- B. Developer shall be required to secure or remove from the site, prior to a storm event, any materials or equipment which could cause bodily injury, damage to the Construction Work, or damage to public or private property. Excavations at the Project Property shall be required to be secured or backfilled. In the event of the issuance of a storm warning, the District will attempt to notify Developer, however, Developer is responsible for preparing for a storm event. Developer shall take the necessary precautions to protect the walking and motoring public from harm due to Construction activity.
- C. The District may, but is not required to, order the Construction Work to be stopped if a condition of eminent danger exists. Nothing shall be construed to shift responsibility or risk of loss for injuries or damages, cost of stoppage, or delay of the Construction Work from Developer to the District. Developer shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and property at the Project Property.

5.15 *Submittals*

- A. District will review and respond to Submittals in accordance with the schedule of required Submittals accepted by the District as required by Paragraph 2.03.A. District's review will be only to determine if the items covered by the Submittals will, after installation or incorporation into the Construction, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole, as indicated by the Contract Documents. The District's review and approval will not be for compliance with any engineering code, standard, or manual, or for confirmation of geometric accuracy. The District's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions

or programs incident thereto. If a Submittal requires the District's approval, and if the District finds the Submittal to conform to the information given in the Contract Documents, then the District will approve the Submittal. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

- B. All Submittals shall be in compliance with the Contract Documents and consistent with previous Submittals that have been reviewed and/or accepted by the District. Developer shall specifically highlight and identify, in a separate written communication at the time of submission, specifically calling the District's attention to any changes from previous Submittals to enable the District to be aware and understand the implications of such changes. The District's review and approval of Submittals, including but not limited to the Final Drawings and Specifications, shall not relieve Developer from responsibility for any variation from the requirements of the Contract Documents unless Developer has complied with its obligations in the preceding sentence and the District has given written approval to the variation.
- C. If Developer is interested in starting any Construction Work activity before the District's approval of the Final Drawings and Specifications, Developer shall give the District written notice of such interest and full details of the activity, limits of where such Construction Work will be performed, and other information that the District may reasonably require. If the District does not object in writing, in the District's reasonable discretion, to Developer starting such Construction Work, then Developer may commence the activities, provided, however, that: (1) Developer is not in violation of any Laws or Regulations in starting such Construction Work; (2) Developer shall have all risks associated with proceeding without approved Final Drawings and Specifications; and (3) any costs associated with remedying the Construction Work will be at the sole risk of Developer.

5.16 *Continuing the Construction Work*

- A. Developer shall continue the Construction Work and reasonably adhere to the estimated schedule indicating the approximate times (numbers of days or dates) incorporated into the Stipulated Payments and Deliverables Amendment during all disputes or disagreements with the District, except as otherwise provided in the Agreement. No Construction Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Developer and the District may otherwise agree in writing.

5.17 *Developer's General Warranty and Guarantee*

- A. For a period of ten (10) years following the Substantial Completion date, Developer warrants and guarantees to District that all Construction Work will be in accordance with the Contract Documents.
- B. Developer's warranty and guarantee hereunder excludes defects or damage caused by:

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1. Abuse, modification, or improper maintenance or operation by persons other than a Developer-Related Entity; or
 2. Normal wear and tear under normal usage.
- C. Developer shall perform and complete the Construction Work in accordance with the Contract Documents. None of the following will constitute an acceptance of Construction Work that is not in accordance with the Contract Documents or a release of Developer's obligation to perform the Construction Work in accordance with the Contract Documents:
1. Observations by the District;
 2. The making of any progress or final payment;
 3. The issuance of any certificate of Substantial Completion, as may be provided for under the Stipulated Payments and Deliverables Amendment;
 4. Use or occupancy of the Construction Work or any part thereof by the District; or
 5. Any inspection, test, or approval by others.

ARTICLE 6 – OTHER CONSTRUCTION

6.01 *No Related Work at Project Property*

- A. District may not perform work related to the Project, or otherwise, at the Project Property, or cause such work to be performed by the District's employees, through other direct contracts therefor, or through other utility owners.

ARTICLE 7 – DISTRICT'S RESPONSIBILITIES

7.01 *General*

- A. District shall do the following in a timely manner so as not to delay Developer's performance of the Construction Work:
1. Make payments to Developer promptly when due as set forth in the Stipulated Payments and Deliverables Amendment;
 2. Timely review Submittals that are subject to District review pursuant to Paragraph 5.15.A,

7.02 *Limitations on District's Responsibilities*

- A. District shall not supervise, direct, or have control or authority over, nor be responsible for, Developer's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Developer to comply with Laws or Regulations applicable to the furnishing or performance of the Construction Work. The District will not be responsible for Developer's failure to perform the Construction Work in accordance with the Contract Documents.

7.03 *District Project Manager*

- A. District may furnish a District Project Manager to assist the District in fulfilling some of its responsibilities in connection with the Construction Work relative to the performance of Developer.

7.04 *Compliance with Safety Program*

- A. While at the Project Property, the District's employees and representatives shall comply with the specific applicable requirements of Developer's safety programs.

ARTICLE 8 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

8.01 *Notice of Defects*

- A. District shall give Developer prompt written notice of all defective Construction Work of which the District has actual knowledge. All defective Construction Work may be rejected, corrected, or accepted as provided in this Article 8; subject, however, to the terms of the Agreement and the Stipulated Payments and Deliverables Amendment. Developer shall keep records of all defects and the remedy thereof, whether identified by the District or Developer. Record of these defects shall be provided to the District.

8.02 *Tests and Inspections*

- A. If the Contract Documents or applicable Laws or Regulations require any part of the Construction Work specifically to be inspected, tested, or approved, Developer shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the District with the required certificates of inspection or approval. Developer shall also be responsible for arranging, obtaining, and paying all costs in connection with any inspections, tests, or approvals reasonably required for the District's acceptance of materials or equipment to be incorporated into the Construction Work or of materials, mix designs, or equipment submitted for approval prior to Developer's purchase thereof for incorporation into the Construction Work.
- B. Developer shall give the District reasonable notice of the planned schedule for all required inspections, tests, or approvals.

8.03 *District May Stop Construction*

- A. If the Construction Work is objectively defective, or Developer fails to furnish or perform the Construction Work in such a way that the completed Construction will conform to the Contract Documents, the District may order Developer to stop the Construction Work or any portion thereof, until the cause for such order has been eliminated; however, this right of the District to stop the Construction Work will not give rise to any duty on the part of the District to exercise this right for the benefit of Developer or any other party.

ARTICLE 9 – PAYMENTS TO DEVELOPER AND COMPLETION OF CONSTRUCTION PERIOD

9.01 *Phase Two – Payment and Deliverable Schedule*

- A. The Phase Two – Payment and Deliverable Schedule shall be established in the Stipulated Payments and Deliverables Amendment and will set forth the specific payments owed Developer for the Construction.

9.02 *Milestone Payments*

- A. District will, after receipt of each invoice for the two (2) Construction milestones identified in the Stipulated Payments and Deliverables Amendment, issue payment to Developer in accordance with Sections 7.2 and 7.3 of the Agreement.
- B. District may refuse to make the whole or any part of any payment toward the Construction Price only if:
 - 1. The Construction Work is objectively defective;
 - 2. The Construction Price has been reduced by a written amendment fully executed by Developer and the District; or
 - 3. Liens have been filed in connection with the Construction Work, except where Developer has delivered a specific Bond reasonably satisfactory to the District to secure the satisfaction and discharge of such Liens.
- C. If the District refuses to make payment of the full milestone amount being requested by Developer in accordance with Paragraph 9.02.B, the District must give Developer immediate written notice stating the reasons for such action and promptly pay Developer any amount remaining after deduction of the amount withheld. The District shall promptly pay Developer the amount withheld, or any adjustment thereto agreed to, when Developer remedies the reason for such action.

9.03 *Final Inspection*

- A. Upon written notice from Developer that the Construction Work is complete, the District will, subject to the terms of the Agreement and the Stipulated Payments and Deliverables Amendment, make a final inspection with Developer and will notify Developer in writing of all particulars in which this inspection reveals that the Construction Work is objectively incomplete or defective pursuant to the Contract Documents. Developer shall promptly take such measures as are reasonably necessary to complete such Construction Work or remedy such deficiencies. Once Developer notifies the District that any deficiencies have been addressed, the District may make another inspection with Developer to confirm the same.

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ARTICLE 10 – MISCELLANEOUS

10.01 *Giving Notice*

- A. All notices, demands, or other communications to Developer under these General Conditions shall be in writing and sent by certified mail, return receipt requested.
- B. All notices to the District under these General Conditions shall be in writing and sent by certified mail.
- C. All notices required by these General Conditions shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party.
- D. All correspondence to the District under these General Conditions shall reference the District's contract number for the Agreement.

10.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

10.03 *Survival of Obligations*

- A. All indemnifications relating to the Construction Work made in, required by, or given in accordance with the Contract Documents, as well as any continuing Construction obligations indicated in the Contract Documents, will survive issuance of the final Construction payment.

10.04 *Controlling Law*

- A. The laws of the state of Florida shall govern all aspects of these General Conditions.

10.05 *No Conflict with Laws and/or Regulations*

- A. The duties, obligations, criteria, or procedures imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies which are otherwise imposed or available by Laws and/or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion, or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion, or procedure imposed or available by Laws and/or Regulations are in conflict, the specific part or detailed requirement of Laws and/or Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria, or procedures of the applicable Laws and/or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

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10.06 *Non-Solicitation*

- A. Developer shall not solicit employees of the District to undertake employment with it or with any of its parent, subsidiary, or affiliated companies, during the Construction Period. Developer acknowledges that actual or threatened violations of this Paragraph may give rise to irreparable injury to the District, inadequately compensable in damages and, therefore, the District may seek and obtain injunctive relief against the breach or threatened breach of Developer's obligations and undertakings hereunder, in addition to any other legal remedies which may be available.

10.07 *No Right to Pledge*

- A. Developer shall not pledge the District's credit or make the District a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10.08 *Entire Agreement*

- A. These General Conditions, together with the Agreement, Stipulated Payments and Deliverables Amendment, and Contract Documents, state the entire understanding between the parties regarding the Construction of the Project and supersede any written or oral representations, statements, negotiations, or agreements to the contrary. Each party recognizes that any representations, statements, or negotiations made by the other party, or its staff or consultants, do not suffice to legally bind such party in a contractual relationship unless they have been reduced to writing, approved, and signed by an authorized representative of the party being bound.

10.09 *Void or Unenforceable Provisions*

- A. Any provision or part of these General Conditions held to be void or unenforceable under any Laws and/or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the District and Developer, who agree that these General Conditions shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

END OF DOCUMENT

FORM 1

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

WORK INVOLVING DISTRICT FACILITIES OR EQUIPMENT

The undersigned individual or legal entity representative, on behalf of EIP Florida Water Quality, LLC, a Developer limited liability company (“Developer”), certifies that it shall comply with all obligations set forth below and all other Construction terms and conditions of Contract Number 4600004527 (the “Agreement”).

POLICY CODE ACKNOWLEDGEMENT – Pursuant to the terms and conditions of the Agreement, Developer’s employees or hired workers working on-site at District facilities, using District equipment, or working on District plans and specifications or software, have submitted a signed “Consultant Policy Code Acknowledgement” form for each individual performing such work.

BACKGROUND CHECKS - Pursuant to the terms and conditions of the Agreement, Developer affirms that a thorough background check, pursuant to section 373.6055, Florida Statutes, has been conducted for all its employees and hired workers who will be working at any District site. The background check consisted of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status. The results of the background check did not result in any reason to disqualify Developer’s employees or hired workers from working at a District site. Developer acknowledges that it has an ongoing obligation to perform updated background checks on all employees, including new hires, existing employees, and hired workers who perform their respective duties on District facilities, and to advise the District of any material changes.

DISTRICT CRITICAL STRUCTURES – Pursuant to the terms and conditions of the Agreement, if the Project or the Construction Work performed under the Agreement requires that Developer or its agents have unrestricted access to any District critical structures, Developer affirms that a fingerprint-based criminal history check, pursuant to section 373.6055, Florida Statutes, on all employees who will have access to any District critical structure has been completed. None of Developer’s employees or hired workers have been convicted of criminal violations as set forth in section 373.6055, Florida Statutes, that will prohibit unrestricted access to District critical structures.

Signed and attested to this _____ day of _____ 20_____

Developer

Print Name

Title

EXHIBIT E

SAMPLE INVOICE

Company Name

Mail To:

South Florida Water Management District

Project Manager Name

Copies to:

From:

Street Address

City, ST, ZIP Code

Phone

Invoice No. _____

Contract No. _____

Date: _____

Purchase Order No. _____

Invoice Period From: _____ **To** _____

Milestone	Item of Work	Due Date	Developer	District Payments	Amount in this Invoice	Invoiced to Date	Total Invoiced (inc. this inv.)	Balance
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
TOTAL			\$	\$	\$	\$	\$	\$

Prepared by: _____
(Print)

(Signature)

(Date)

Exhibit F

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

Contract/ Solicitation No.	6000001215	Date Submitted	04/12/2021
Project Name & Location	C-38 RASTA; Okeechobee, FL	Project Start Date	TBD
Bidder/Proposer	EIP Florida Water Quality, LLC		
Address	5550 Newbury Street, Suite B; Baltimore, MD 21209		
Contact Person	Kyle Graham	Email Address	kyle@ecosystempartners.com
		Telephone No.	828-243-2674

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor	Radice International	4152 W Blue Heron Blvd. Riviera Beach, FL 33404		Geo Investigation Program Geo Analysis and Reports Design Support	10.00%	
SBE Subcontractor	SWIG	3201 1st Ave S, Ste 212 Seattle, 98105 WA		Design of Design Preliminary Engineering Permitting	6.00%	
SBE Subcontractor	Green Source Environmental	15315 Indian Head Drive, Tampa, FL 33618		Permitting Wetland Delineation	3.00%	
SBE Subcontractor	ACI	8110 Blaikie Court, Ste A, Sarasota, FL 34240		Archaeology and Historical Cultural Resources	2.00%	
Total Participation					26.00%	\$0.00
Total Contract						\$0.00

The listing of a Small Business Enterprise (SBE) shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.



Bidder/Proposer Signature

Managing Partner

Title

04/08/2021

Date

EXHIBIT G

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

STATEMENTS OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE SUBCONTRACTOR

[See attached]

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 6000001215

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0066.

RADISE International, LC

(Legal Business Name of SBE Subcontractor as it appears on
the Florida Division of Corporations Website, inclusive of dba)

agrees to perform work on the above contract as (check one):

☐ a partnership; ☒ a corporation; ☐ an individual; ☐ a joint venture

SBE Subcontractor FEIN: 650785637SBE Subcontractor Certification Expiration Date: October 4, 2021**SBE Subcontractor**

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the

District for the work with EIP Florida Water Quality, LLC
(Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	% of Work
1	Geo Investigation Program	\$	5 %
2	Geo Analysis and Reports	\$	3 %
3	Design Support	\$	2 %
Total Value of Work		\$	10 %

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.



SBE Subcontractor Signature

Vice President

Title

March 31, 2021

Date

Incorporated by reference in subsections
40E-7.670(2)(a), F.A.C.



Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 6000001215

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

Sustainable Water Infrastructure Group, LLC agrees to perform work on the above contract as (check one):
(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba) ☐ a partnership; ☒ a corporation; ☐ an individual; ☐ a joint venture

SBE Subcontractor FEIN: 82-2425924

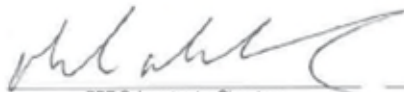
SBE Subcontractor Certification Expiration Date: 03/24/2024

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with EIP Florida Water Quality, LLC
(Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	% of Work
1	Basis of Design	\$	2 %
2	Preliminary Engineering	\$	2 %
3	Permitting	\$	2 %
Total Value of Work		\$	6 %

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.



SBE Subcontractor Signature

COO

Title

03/31/2021

Date

Incorporated by reference in subsections
40E-7.670(2)(a), F.A.C.



Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 6000001215

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

Green Source Environmental Professionals

(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba)

agrees to perform work on the above contract as (check one):

☐ a partnership; ☒ a corporation; ☐ an individual; ☐ a joint venture

SBE Subcontractor FEIN: 26-4774836SBE Subcontractor Certification Expiration Date: 03/30/2024**SBE Subcontractor**

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the

District for the work with EIP Florida Water Quality, LLC

(Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	% of Work
1	Permitting	\$	6 %
2	Wetland Delineation	\$	2 %
3		\$	%
Total Value of Work		\$	%

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.



SBE Subcontractor Signature

Vice President

Title

04/05/2021

Date

Incorporated by reference in subsections
40E-7.670(2)(a), F.A.C.



Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 6000001215

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0856.

Archaeological Consultants, Inc. agrees to perform work on the above contract as (check one):
(Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba) ☐ a partnership; ☒ a corporation; ☐ an individual; ☐ a joint venture

SBE Subcontractor FEIN: 591712538

SBE Subcontractor Certification Expiration Date December 13, 2021

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with EIP Florida Water Quality, LLC
(Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCRA, Agreed Percentage)	% of Work
1	Archaeological and Historical; Cultural Resources	\$	2 %
2		\$	%
3		\$	%
Total Value of Work		\$	%

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

Maranda A. Kles
SBE Subcontractor Signature

Maranda A. Kles
Title

April 1, 2021
Date

Incorporated by reference in subsections
40B-7.670(2)(a), F.A.C.

sfwmd.gov

EXHIBIT H

SMALL BUSINESS ENTERPRISE FINAL CERTIFICATION

CONTRACT NO.: 4600004527

CONTRACT TITLE: Lower Kissimmee Basin Stormwater Treatment Project

EIP Florida Water Quality, LLC, a Delaware limited liability company (“Developer”), pursuant to that certain Project Agreement dated _____, 2021, as amended, (hereafter referred to as “Agreement”), with South Florida Water Management District (hereafter referred to as “District”), has heretofore furnished or caused to be furnished labor, material, and/or services for the design and/or construction of certain improvements, as more particularly set forth in the Agreement.

Developer hereby certifies that it has complied with the Small Business Enterprise Subcontractor Participation Schedule attached as [Exhibit F to the Agreement for Phase One / Exhibit _____ to the Stipulated Payments and Deliverables Amendment for the Final Design Period and Construction Period] and incorporated into the Agreement, and has utilized the SBE subcontractors set forth in such Small Business Enterprise Subcontractor Participation Schedule for the work therein specified to be performed by such SBE subcontractors.

Signed and attested to this _____ day of _____, 20____.

DEVELOPER

EIP FLORIDA WATER QUALITY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT I

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR REVISED PARTICIPATION SCHEDULE

Contract No.		Date Submitted	
Project Name & Location		Project Start Date	
Bidder/Proposer			
Address			
Contact Person	Email Address	Telephone No.	

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
					100%	\$0.00
						\$0.00

The prime contractor must notify the District when the need to replace a Small Business Enterprise (SBE) Subcontractor. Please provide a Revised SBE Subcontractor Utilization Plan and a brief explanation of the need for the addition or replacement. Please enter the explanation in the space provided below.

--

The listing of a SBE shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

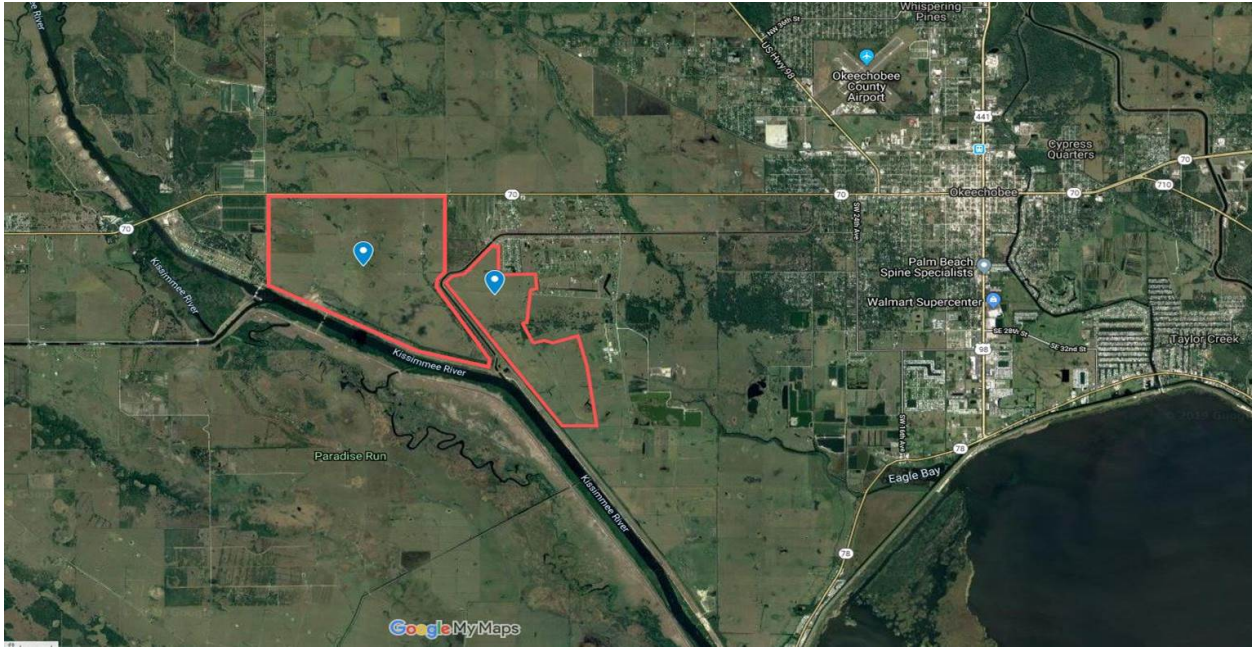
Bidder/Proposer Signature

Title

Date

EXHIBIT J

PROJECT BOUNDARY (MAP AND LEGAL DESCRIPTION)



The land referred to herein below is situated in the County of Okeechobee, State of Florida, and described as follows:

PARCEL A:

(Section 22) All that portion of Section 22, Township 37 South, Range 34 East, described in O.R. Book 254, Page 146, Public Records of Okeechobee County, Florida, being described as follows:

Commence at the Southwest corner of said Section 22, bear N 89°58'08" E, along the South line of said Section 22, a distance of 1076.95 feet to the Southerly boundary of that spoil area for Levee L-62, according to Central and Southern Florida Flood Control District Map L-62-6, Sheet No. 2 and the POINT OF BEGINNING; thence continue N 89°58'08" E, along the South line of Section 22, to the South 1/4 corner, a distance of 1577.11 feet; thence continue along the South line of said Section 22, a distance of 550.51 feet; thence bear N 01 °40'38" W, along the West boundary of the Frank Finley property, a distance of 2017.67 feet; thence bear S 41°27'49" W, a distance of 254.10 feet; thence bear N 48°05'24" W, to the Southerly boundary of aforesaid Levee L-62 spoil area, a distance of 166.80 feet; thence bear S41°30'00" W, a distance of 2295.54 feet to the point of curvature of a curve to the right in the Southerly boundary of said spoil area, said curve having a radius of 1225.00 feet and a Central angle of 15°45'14"; thence along arc of said curve a distance of 336.81 feet to the POINT OF BEGINNING.

////

PARCEL B:

(Sections 22 and 27) All that portion of Sections 22 and 27, Township 37 South, Range 34 East, Okeechobee County, Florida, lying South of the centerline of the Central and Southern Florida Flood Control district Levee #62 and West of the Aztec Avenue Bridge, and North of the South boundary of the said Levee #62 spoil area. LESS AND EXCEPT therefrom that portion lying Easterly of the Westerly right of way of SW 87th Terrace (being 70 foot wide right of way) as shown on the plat of Sunrise Estates, according to the plat thereof recorded in Plat Book 6, Pages 45 through 49, Public Records of Okeechobee County, Florida.

PARCEL C:

(Section 26) A parcel of land lying in and being a part of Section 26, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of said Section 26; thence bear South 00°09'21" West along the West line of said Section 26, a distance of 1208.74 feet to the North line of Lot 27, Sunset Acres Unit I, according to the plat thereof recorded in Plat Book 5, Page 80, of the Public Records of Okeechobee County, Florida; thence bear North 85°16'33" East along the said North line of said Lot 27, a distance of 112.09 feet; thence bear North 02°34'02" West, a distance of 799.14 feet; thence bear North 84°00'29" East, a distance of 70.00 feet to the point of intersection with West line of the plat of Sunset Strip Airpark, according to the plat thereof recorded in Plat Book 5, Page 23, Public Records of Okeechobee County, Florida; thence bear North 05°30'45" West, along the West line of said Sunset Strip Airpark, a distance of 395.84 feet to the intersection with the North line of said Section 26; thence bear South 89°55'05" W, along said North line, a distance of 104.18 feet to the POINT OF BEGINNING and said Northwest corner of Section 26.

PARCEL D:

(Sections 26 and 35) A parcel of land lying in and being a part of Section 26 and Section 35, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 26; thence bear North 00°09'24" East along the West line of said Section 26, a distance of 682.57 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 72°24'06" East, a distance of 482.51 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 74°46'00" East, a distance of 575.26 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 73°32'30" East, a distance of 1623.16 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 15°01'26" East, a distance of 1172.21 feet to the South line of said Section 26; thence continue to bear South 15°01'26" East into said Section 35, a distance of 1056.86 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 07°38'08" East, a distance of 4023.38 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 18°58'19" East, a distance of 61.11 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 05° 17'01"E, a distance of 127.75 feet, more or less, to the point of intersection with the South line of said Section 35, said point of intersection marked by a 5/8" iron rod and cap stamped "LS3335"; thence bear North 89°31'11" West along the South line of said Section 35, a

distance of 2432.28 feet, more or less, to a line 150.00 feet (as measured at right angles) Westerly of the Northeasterly right of way line of U.S. Lake Okeechobee Levee L-D4 as shown on Central and Southern Florida Flood Control district right of way Map No. C-38-70; thence bear North 35°05'39" West along said parallel line, a distance of 2215.54 feet, more or less, to the intersection with the West line of said Section 35; thence bear North 00°11'40" West along said West line of Section 35, a distance of 3354.98 feet to the Northwest corner of said Section 35 and the POINT OF BEGINNING.

PARCEL E:

(Section 27) That portion of Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida, East of Levee L-D4 right of way, being described as follows:

Commence at the Northwest corner of said Section 27, bear N 89°58'08" E, along the North line of Section 27, a distance of 1076.95 feet to the Southerly boundary of that spoil area for Levee L-62, according to Central and Southern Florida Flood Control District Map L-62-6, Sheet No. 2 and the POINT OF BEGINNING; thence continue N 89°58'08" E along the said North line of Section 27 to the North 1/4 corner, a distance of 1577.11 feet; thence continue S 89°56'41" E along the North line of said Section 27, a distance of 1837.15 feet; thence bear S 04°42'28" E, a distance of 1467.11 feet; thence bear S 03°46'13" W, a distance of 517.24 feet; thence bear S 02°33'07" E, a distance of 541.77 feet; thence bear S 83°02'01" W, to the Northeasterly right of way line of Levee L-D4, according to the plat thereof recorded in Plat Book 2, Page 83, Public Records of Okeechobee County, Florida, a distance of 3170.64 feet; thence bear N 35°05'34" W, along the said right of way line of Levee L-D4 to the West line of said Section 27, a distance of 2533.30 feet; thence bear N 00°07'52" W, along the West line of said Section 27, to the said Southerly boundary of that spoil area for Levee L-62, a distance of 303.32 feet; thence bear N 40°12'00" E, along the said Southerly boundary of that spoil area for Levee L-62, a distance of 288.67 feet to the point of curvature of a curve to the right in the Southerly boundary of said spoil area, said curve having a radius of 275.00 feet and a central angle of 42°08'00"; thence along arc of said curve a distance of 202.23 feet; thence bear N 82°20'00" E, along the boundary of said spoil area, a distance of 21.26 feet to the point of curvature of a curve to the left in the Southerly boundary of said spoil area, said curve having a radius of 1225.00 feet and a central angle of 25°04'46"; thence along arc of said curve a distance of 536.20 feet to the POINT OF BEGINNING.

TOGETHER WITH that portion of Section 27 lying South of the Southerly boundary, extended to intersect the East line of said Section 27, of the aforescribed parcel of land and lying East of a line described as being 150 feet Southwest of and parallel to the Northeast right of way line of U.S. Lake Okeechobee Levee L-D4, said parcel of land being described as Parcel 2 in O.R. Book 254, Page 146, Public Records of Okeechobee County, Florida.

LESS AND EXCEPT therefrom that portion of land described in O.R Book 248, Page 1536, Public Records of Okeechobee County, Florida, being described as follows:

Commence at the Northwest corner of Section 26, thence S 0°56'12" E along the Westerly boundary of Section 26, a distance of 1513.46 feet to the POINT OF BEGINNING; thence S 86°01'23" E a distance of 4043.90 feet to a point; thence S 0°00'24" W a distance of 1630.97 feet

to a point; thence S 89°53'12" W, passing into Section 27 at 4002.60 feet, a total distance of 4451.47 feet to a point; thence N 3°58'37" E, a distance of 1914.39 feet to a point; thence S 86°01'23" E, a distance of 100.00 feet; thence bear N 03°58'37" E, a distance of 30.00 feet to a point; thence bears 86°01'23" E, a distance of 183.32 feet to the POINT OF BEGINNING.

PARCEL F:

(Section 27) A parcel of land lying in Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 27, thence S 00°56'12" E along the East line of said Section 27, a distance of 1207.94 feet to the intersection with the North line of Lot 27, Sunset Acres Unit I according to the plat thereof recorded in Plat Book 5, Pages 80 and 81 of the Public Records of Okeechobee County, Florida; thence S 85°16'33" W along said North line of Lot 27, a distance of 219.88 feet to the Northwest corner of said Lot 27; thence S 04°43'27" E along the West line of said Lot 27, a distance of 172.63 feet to the point of curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 35.00 feet and a central angle of 81°17'56"; thence Southeasterly along the arc of said curve, a distance of 49.66 feet to the point of cusp on the North right of way line (R/W) of S.W. 21st Parkway (being 70.00 feet in width); thence N 86°01'23" W along the said North R/W line of S.W. 21st Parkway, a distance of 100.57 feet; thence S 03°58'37" W along the West R/W line of said S.W. 21st Parkway and the West line of that parcel of land described in Official Records Book 248, Page 1536 of the aforesaid Public Records of Okeechobee County, a distance 1064.79 feet; thence S 81°56'30" W along the Easterly extension of the South line of that parcel of land described as "Parcel No. 2" in Official Records Book 254, Page 146, aforesaid Public Records, a distance of 331.40 feet to the Southeast corner of said parcel described in Official Records Book 254, Page 146; thence Northerly along the East line of said Parcel described in Official Records Book 254, Page 146, the following courses: N 03°38'38" W, a distance of 541.77 feet; thence N 02°40'42" E, a distance of 517.24 feet; thence N 05°47'59" W, a distance of 1467.11 feet to a point on the North line of aforesaid Section 27; thence N 88°57'48" E, along said North line of Section 27, a distance of 813.67 feet to the POINT OF BEGINNING.

LESS AND EXCEPT therefrom that portion of LAZY 7 ESTATES, according to the plat thereof, recorded in Plat Book 6, Pages 27 and 28, Public Records of Okeechobee County, Florida lying within Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida.

LESS AND EXCEPT therefrom the following described parcel of land:

A parcel of land lying in and being a part of Section 27, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 27, thence bear North 00°09'23" East along the East line of said Section 27, a distance of 682.57 feet to the POINT OF BEGINNING; thence continue to bear North 00°09'23" East along said East line of Section 27, a distance of 1171.18 feet, more or less, to the South line of that certain parcel of land as described in Official Records Book 248, Page 1536, Public Records of Okeechobee County, Florida; thence bear South

89°53'12" West along said South line, a distance of 384.19, feet more or less, to the Southwest corner of said parcel of land; thence bear South 03°58'37" West along the Southerly extension of the West line of said parcel of land, a distance of 70.18 to the intersection with a line 70.00 feet (as measured at right angles) South of and parallel with the South line of said parcel; thence bear South 89°53'12" West along said parallel line, a distance of 252.21 feet to a 5/8" iron rod and cap stamped "LS3335" ; thence bear South 26°00'35" East, a distance of 219.56 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 21°58'27" East, a distance of 764.98 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 67°57'41" East, a distance of 115.07 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear South 18°24'08" East, a distance of 270.33 feet to a 5/8" iron rod and cap stamped "LS3335"; thence bear North 72°24'06" East, a distance of 66.65 feet to point of intersection with the East line of said Section, said point also being the POINT OF BEGINNING.

PARCEL G:

(Section 28) All that portion of Section 28, Township 37 South, Range 34 East, described in O.R. Book 254, Page 146, Public Records of Okeechobee County, Florida, being described as follows:

Commence at the Northeast corner of said Section 28, bear S 00°07'52" W, a distance of 528.19 feet along the East line of said Section 28 to the Southerly boundary of that spoil area for Levee L-62, according to Central and Southern Florida Flood Control District Map L-62-6, Sheet No. 2 and the POINT OF BEGINNING; thence continue S 00°07'52" W, along the East line of said Section 28, to the Northeasterly right of way line of Levee L-D4, according to the plat thereof recorded in Plat Book 2, Page 83, Public Records of Okeechobee County, Florida, a distance of 303.32 feet; thence bear N 35°05'34" W, along the said right of way line of Levee L-D4 to the intersection with the said Southerly boundary of that spoil area for Levee L-62, a distance of 201.91 feet; thence bear N 40°12'00" E, a distance of 180.88 feet to the POINT OF BEGINNING.

PARCEL H:

(Section 28) A parcel of land lying in and being a part of Section 28, Township 37 South, Range 34 East, Okeechobee County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence bear South 00°07'52" West along the East line of said Section 28, a distance of 177.85 feet to the point of intersection with the centerline of the Central and Southern Florida Flood Control District Levee L-62, said point of intersection also being the POINT OF BEGINNING; thence continue to bear South 00°07'52" West along said East line of Section 28, a distance of 528.19 feet to the intersection with the Southerly boundary of that spoil area for Levee L-62; thence bear South 40°12'00" W along said Southerly boundary, a distance of 180.88 feet to the point of intersection with the Northeasterly right of way line of U.S. Lake Okeechobee Levee L-4; thence bear South 35°05'39" East along said Northeasterly right of way line, a distance of 201.91 feet to the point of intersection with the East line of said Section 28; thence bear South 00°07'52" West along said East line, a distance of 260.07 feet to the point of intersection with a line 150 feet Southwest of and parallel to the Northeasterly right of way line of U.S. Lake Okeechobee Levee L-D4; thence bear North 35°05'39" West along said parallel line, a distance of 553.25 feet to the point of intersection with

a curve concave to the Southeast (a radial line at said point of intersection bears South 76°22'18" E), having a radius of 500.00 feet and a central angle of 26°34'42", said curve being the centerline of said Levee L-62 and its Southwesterly extension; thence bear Northeasterly along the arc of said curve and centerline, a distance of 231.94 feet to the point of tangency; thence bear North 40°12'24" East along said centerline, a distance of 334.73 feet to the POINT OF BEGINNING;

PARCEL I:

(Section 34) All that part of Section 34, Township 37 South, Range 34 East, Okeechobee County, Florida as described in O.R. Book 235, Page 1472, Public Records of Okeechobee County, Florida, being more particularly described as follows:

All that part of said Section 34 lying East of a line described as being 150 feet Southwest of and parallel to the Northeast right of way line of U.S. Lake Okeechobee Levee, which property line is the center of the top of the Levee itself;

Also described as:

All that part of Section 34, Township 37 South, Range 34 East, Okeechobee County, Florida more particularly described as follows:

All that part of said Section 34 lying East of a line described as being 150 feet Southwest of and parallel to the Northeast right of way line of U.S. Lake Okeechobee Levee, which property line is the center of the top of the Levee itself, being further particularly described as follows: BEGINNING at the Northeast corner of said Section 34; thence bear South 00°11'40" West along the East line of said Section 34, a distance of 3354.98 feet to a line 150 feet (measured at right angles) Southwesterly of and parallel with the Northeast right of way line of U.S. Lake Okeechobee Levee; thence bear North 35°05'39" West along said parallel line, a distance of 4103.58 feet to the North line of said Section 34; thence bear North 89°56'09" East along the North line of said Section 34, a distance of 2347.85 feet to the Northeast corner of said Section 34 and the POINT OF BEGINNING.

PARCEL J:

All of Section 20, Township 37 South, Range 34 East, Okeechobee County, Florida, except land conveyed to Flood Control District.

That part of Section 27, Township 37 South, Range 34 East lying West of the centerline of the Government Levee, Okeechobee County, Florida.

All of Section 21, Township 37 South, Range 34 East, Okeechobee County, Florida, except land conveyed to Flood Control District.

All of Section 28, Township 37 South, Range 34 East, Okeechobee County, Florida, lying North of the Kissimmee River, except that portion North and East of the Government levee, more particularly described as follows: Begin at the Northwest corner of said Section 28; thence South 40°11'59" West 495.84 feet to the Northeast corner of the Government levee; thence South

35°05'33" East to a point on the East line of Section 28; thence North 0°07'52" East 831.56 feet to the Point of Beginning; Less land described in O.R. Book 235, Page 1471, conveyed to Daniel.

All of Section 29, Township 37 South, Range 34 East, Okeechobee County, Florida, lying North of the Kissimmee River, except land conveyed to Flood Control District.

All of Section 33, Township 37 South, Range 34 East, Okeechobee County, Florida, lying North of Canal C-38 Right of Way.

All of Section 34, Township 37 South, Range 34 East, Okeechobee County, Florida, lying West of the centerline of the Government Levee and North of Canal C-38, less land to Flood Control District.

EASEMENT PARCELS:

(1) TOGETHER WITH a 15.0' wide access easement for ingress and egress lying in and being a part of Section 26, Township 37 South, Range 34 East; the centerline of said 15.0' wide easement being more particularly described as follows:

Commencing at the Northeast corner of that parcel of land as described in Official Records Book 383, Page 1173, Public Records of Okeechobee County, Florida; thence bear South 86°01'23" East along the Easterly extension of the North line of said parcel and the South line of that parcel of land as described in Official Records Book 248, Page 1883 of the Public Records of Okeechobee County, Florida, a distance of 35.01 feet to the POINT OF BEGINNING; thence bear South 05°12'21" West along a line 35.0 feet (as measured at right angles) East of and parallel with the East line of said parcel described in Official Records Book 383, Page 1173, a distance of 31.51 feet to the point of curvature of a curve concave to the East, having a radius of 2270.55 feet and a central angle of 5°02'37"; thence bear Southerly along the arc of said curve and said parallel line, a distance of 199.87 feet to the point of tangency; thence bear South 00°09'44" West along said parallel line, a distance of 1144.62 feet to the point of curvature of a curve concave to the Northeast, having a radius of 1575.38 feet and a central angle of 08°43'54"; thence bear Southeasterly along the arc of said curve and said parallel line, a distance of 240.08 feet to the point of intersection with a line 35.0 feet (as measured at right angles) South of and parallel with the South line of said parcel of land described in Official Records Book 383, Page 1173 (a radial line at said point of intersection bears North 81 °25'50" East); thence bear South 89°53'12" West along said parallel line and continuing along a line 35.0 feet (as measured at right angles) South of and parallel with the South line of that parcel of land described in Official Records Book 248, Page 1536 Public Records of Okeechobee County, Florida, a distance of 4453.97 feet to the intersection with the Southerly extension of the West line of said parcel of land described in Official Records Book 248, Page 1536 and the POINT OF TERMINATION.

The sidelines of said easement to be lengthened or shortened to the intersection with said Southerly extension of the West line of said parcel described in Official Records Book 248, Page 1536, and the Easterly extension of the North line of said parcel described in Official Records Book 383, Page 1173 and the said South line of that parcel of land described in Official Records Book 248, Page 1883.

(2) TOGETHER WITH AND SUBJECT TO the Reciprocal Drainage Easement dated 27th day of March 1987 and recorded at O.R. Book 285, Page 1875, of the Public Records of Okeechobee County, Florida.

(3) TOGETHER WITH a non-exclusive drainage easement over and across a portion of Section 2, Township 38 South, Range 34 East, as more fully described and set forth in Drainage Easement recorded in O. R. Book 758, Page 590, as re-recorded in O. R. Book 771, Page 1757, of the Public Records of Okeechobee County, Florida.

EXHIBIT K

LAND TRANSFER AGREEMENT **TERMS AND CONDITIONS OF LAND TRANSFER**

EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company,

whose address is: 5550 Newbury Street, Suite B, Baltimore, Maryland 21209

whose telephone number is: (847) 553-8675

(hereinafter referred to as "SELLER"), and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a government entity created by Chapter 373, Florida Statutes, with its principal office and mailing address at 3301 Gun Club Road, West Palm Beach, Florida 33406, its successors and assigns (hereinafter referred to as "BUYER").

Whereas, SELLER'S related entity, EIP Florida Water Quality, LLC, a Delaware limited liability company ("Developer"), and BUYER have entered into that certain Project Agreement for a Lower Kissimmee Basin Stormwater Treatment Project (the "Project"), in Okeechobee County, Florida, dated _____, 2021 (the "Project Agreement"), to which Project Agreement this Land Transfer Agreement (this "Agreement") is attached as Exhibit K; and

Whereas, the Project will be sited on the real property identified as the Project Property in the Project Agreement (as described in subparagraph 1.a below).

For and in consideration of mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. AGREEMENT TO SELL AND BUY

a. The SELLER hereby agrees to sell to the BUYER and the BUYER hereby agrees to buy from the SELLER, subject to the terms and conditions hereinafter set forth, that certain real property comprising approximately **3,350 acres** located in Okeechobee County, Florida, legally described in Exhibit "A," attached hereto and made a part hereof, together with, to the extent held by SELLER, all and singular the rights, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining (hereinafter referred to as the "Premises").

b. The conveyance of the Premises will, to the extent held by SELLER, include, without limitation: (i) all fixtures, improvements, and rights with respect to the Premises; (ii) all logs and timber rights with respect to the Premises; (iii) all water rights with respect to the Premises; (iv) all mineral rights with respect to the Premises; (v) all oil and gas rights with respect to the Premises; (vi) all pasturage rights with respect to the Premises; (vii) all grazing rights with respect to the Premises; (viii) all other rights connected with the beneficial use and enjoyment of the Premises; (ix) all right, title, and interest in any roads, streams, canals, ditches, and other water bodies located on the Premises, appurtenant to the Premises, or which may provide access to the Premises; and (x) all

right, title, and interest in any alleys, roads, streets, and easements included within the Premises, appurtenant to the Premises, or which may provide access to the Premises.

2. PURCHASE PRICE

The purchase price for the Premises is the sum of _____ **Dollars** (\$ _____) (the "Purchase Price"), and is payable at the time of Closing (as hereafter defined) by BUYER's check, check issued by the closing agent, or completed bank wire transfer by the closing agent to the account designated by written notice from SELLER to said closing agent, subject only to the prorations and adjustments as otherwise provided in this Agreement.

3. TIME FOR ACCEPTANCE

This Agreement will not be effective unless it is executed and delivered by the BUYER and the SELLER in accordance with the provisions of Section 6.1 of the Project Agreement. The effective date of this Agreement (the "Effective Date"), for purposes of performance, will be regarded as the date upon which this Agreement is executed by the last to sign of BUYER and SELLER. This Agreement is subject to and contingent upon approval by the Governing Board of the South Florida Water Management District.

4. CLOSING DATE

The transaction contemplated by this Agreement will be closed simultaneously with the payment for the Final Design Period in accordance with the provisions of Section 6.1 of the Project Agreement (the "Closing"), and the Deed (as hereafter defined), other closing papers, and possession of the Premises will be delivered to the BUYER. Closing will be held at the office of the BUYER or the Title Company, or through FedEx deliveries to the Title Company, on a date mutually agreed upon by BUYER and SELLER (the "Closing Date"). BUYER will have the unilateral right in its sole and absolute discretion to extend the Closing Date any number of times up to a total of ninety (90) days. If the BUYER terminates this Agreement pursuant to Section 5.c, 5.d, or 5.e of this Agreement and simultaneously, or shortly thereafter, terminates the Project Agreement, then the Closing will not occur, the Developer will not be entitled to or owed the payment for the Final Design Period, and the District will have no duty or obligation whatsoever to pay the Developer the payment for the Final Design Period.

5. EVIDENCE OF TITLE

a. The BUYER has obtained, at BUYER's expense, a title insurance commitment identified as _____ Title Insurance Company (the "Title Company") with commitment number _____ effective date of _____, 202_, attached hereto as Exhibit "B" (the "Title Commitment"), agreeing to issue to BUYER, upon the recording of the Deed, an ALTA owner's policy of title insurance in the amount of the Purchase Price insuring BUYER as to marketable title to the Premises free and clear of all encumbrances except for the "Approved Exceptions" defined below. SELLER will pay at Closing the entire title insurance premium due for the title insurance policy to be issued to BUYER after Closing pursuant to the Title Commitment. The items set forth in Schedule B-II of the Title Commitment listed as items _____ are approved by BUYER (the "Approved Exceptions"). Any items in the Title Commitment that are not approved (the "Unapproved Exceptions") must be deleted from the Title Commitment prior to or at the Closing.

b. Prior to the Effective Date of this Agreement, SELLER (or Developer) has delivered to BUYER (pursuant to the terms of the Project Agreement) a boundary survey of the Premises ("Survey"), in substance and in form acceptable to BUYER, prepared by a registered Florida land surveyor acceptable to BUYER. The Survey was done in accordance with the minimum technical standards for land surveying as adopted by the Florida State Board of Surveyors and Mappers and states the acreage of the Premises to the nearest one hundredth (1/100th) of an acre. Any specific matters on the Survey that affect marketable title to the Premises are specifically identified in the Title Commitment and are either Approved Exceptions or Unapproved Exceptions. SELLER will, at SELLER's sole cost and expense, have the Survey updated prior to Closing as is necessary to enable the Title Company to delete the survey exception contained in the Title Commitment.

c. In the event any endorsement or update to the Title Commitment, or update to the Survey, reveals any new title matters affecting title to the Premises that were not in existence as of the effective date of the Title Commitment ("New Title Matters"), in BUYER's sole and absolute discretion, BUYER may, within thirty (30) days of BUYER's receipt of any endorsement or update to the Title Commitment or update to the Survey, notify SELLER in writing (the "Title Notice") specifying the title matters BUYER deems unacceptable (the "Title Objections"). SELLER will have the right but not the obligation to cure and remove the Title Objections prior to Closing. If SELLER elects not to cure and remove any Title Objection prior to Closing (or if SELLER fails to respond to any Title Notice within thirty (30) days following receipt thereof from BUYER), BUYER may, within fifteen (15) business days thereafter, notify SELLER in writing of BUYER's intention to terminate this Agreement and BUYER and SELLER will have no further claim against each other under this Agreement. In the event that BUYER does not deliver a Title Notice to SELLER within thirty (30) days of BUYER's receipt of any endorsement or update to the Title Commitment or update to the Survey (or does not notify SELLER in writing of BUYER's election to terminate this Agreement within fifteen (15) business days of (i) SELLER's election not to cure and remove any Title Objection or (ii) of SELLER's failure to respond to any Title Notice), BUYER shall automatically be deemed to have accepted any such New Title Matters or Title Objections as Approved Exceptions.

d. In the event SELLER is subsequently unable or unwilling to cure and remove, or cause to be cured and removed, the Title Objections that SELLER elected to cure pursuant to subsection (c) above and the Unapproved Exceptions prior to Closing, to the satisfaction of BUYER in BUYER's reasonable discretion, then BUYER will, within thirty (30) days thereafter, have the option of (i) accepting the condition of title to the Premises subject to such Title Objections and Unapproved Exceptions, or (ii) canceling and terminating this Agreement and BUYER and SELLER will have no further claim against each other under this Agreement. BUYER's failure to respond to SELLER in writing within thirty (30) days of Seller's written notification that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the Title Objections that SELLER elected to cure pursuant to subsection (c) above and the Unapproved Exceptions prior to Closing shall automatically be deemed BUYER's election to take title to the Premises subject to such Title Objections and Unapproved Exceptions.

e. Prior to or at Closing, SELLER will, at its sole cost and expense, satisfy all Schedule B-I requirements of the Title Commitment and cure and remove all Unapproved Exceptions and all Title Objections that SELLER elected to cure pursuant to subsection (c) above (and which were not waived pursuant to subsection (d) above). If at the Closing there are any unsatisfied Schedule B-I requirements, or if SELLER has been unable, using commercially reasonable efforts, to cure and

remove all Unapproved Exceptions and Title Objections that SELLER elected to cure pursuant to subsection (c) above (and which were not waived pursuant to subsection (d) above), then BUYER will have the option of (i) accepting the condition of title to the Premises as it is at the time of Closing, or (ii) canceling and terminating this Agreement and BUYER and SELLER will have no further claim against each other under this Agreement.

6. SELLER'S DELIVERIES

Unless previously delivered to BUYER in connection with the Project, SELLER will deliver to BUYER the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

a. Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Premises, if any.

b. Copies of all licenses, variances, waivers, permits (including, but not limited to, all surface water management permits, wetland resource permits, consumptive use permits, and environmental resource permits issued by the BUYER), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Premises, or any portion thereof (the "Governmental Approvals"), as well as copies of all unrecorded instruments which are material to the use or operation of the Premises, if any.

c. At and as a part of the Closing, SELLER will execute and deliver to BUYER any and all documents and instruments reasonably required by BUYER, which: (i) effectuate the transfer to BUYER, to the extent assignable and transferable, those Governmental Approvals, or portions thereof, which are applicable to the Premises, that BUYER desires to have assigned to it, or (ii) effectuate the termination, if and to the extent terminable, those Governmental Approvals, or portions thereof, which are applicable to the Premises, that BUYER does not want assigned to it; provided, however, that SELLER will make no representation or warranty as to the assignability or terminability of any of said Governmental Approvals.

7. ADDITIONAL CONDITIONS PRECEDENT TO CLOSING

a. In addition to all other conditions precedent to BUYER's obligation to consummate the purchase and sale contemplated herein or provided elsewhere in this Agreement, the following, unless waived by BUYER, will be additional conditions precedent to BUYER's obligation to proceed with the Closing:

i. At Closing, there will be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after Closing would materially adversely affect the value of the Premises.

ii. On the day of Closing, the Premises will be in compliance with all applicable federal, state, and local laws, ordinances, statutes, rules, regulations, codes, requirements, licenses, permits, and authorizations.

iii. Prior to the Closing Date, availability, approval, and release of funds to BUYER in the amount of the Purchase Price, plus BUYER's closing costs, by the Department of Environmental Protection.

iv. All of the representations and warranties of SELLER contained in this Agreement, including but not limited to those contained in Paragraph 12, will be true and correct as of Closing.

v. The conveyance contemplated by this Agreement is not in violation of, or prohibited by, any private restriction, governmental law, ordinances, statute, rule, or regulation, including, but not limited to, applicable governmental subdivision or platting ordinances.

vi. At Closing, there will be no conditions with regard to the Premises that BUYER determines can reasonably be expected to (1) adversely impact BUYER's intended use of the Premises, or (2) affect the market value of the Premises; provided, however, that such conditions are new conditions with respect to the due diligence performed pursuant to Phase One of the Project Agreement.

vii. On the Closing Date, there are no judicial, administrative, or other legal or governmental proceedings including, but not limited to, proceedings pursuant to Chapter 120, Florida Statutes, filed or pending with respect to, or which affect, this Agreement or the transaction which is the subject of this Agreement.

b. Should any of the conditions precedent to Closing provided in subparagraph 7.a above fail to occur, then BUYER will have the right, in BUYER's sole and absolute discretion, to terminate this Agreement, upon which both parties will be released of all obligations under this Agreement with respect to each other, except as otherwise specified in this Agreement. The failure to occur of any of the conditions precedent to Closing provided in subparagraph 7.a. above shall not be deemed a breach of this Agreement by SELLER.

8. PRORATIONS, TAXES, AND ASSESSMENTS

SELLER shall pay at Closing all real property taxes (whether ad valorem or non-ad valorem) accrued with respect to the Premises through the Closing Date in accordance with Florida Statute 196.295. All pending, certified, confirmed, and ratified special assessment liens existing as of the Closing Date with respect to the Premises are to be paid by SELLER no later than Closing.

9. CONVEYANCE

SELLER will convey title to the Premises to the BUYER by statutory warranty deed (the "Deed").

10. OWNER'S AFFIDAVIT/CONSTRUCTION LIENS

At Closing, the SELLER shall furnish to the BUYER an owner's affidavit (the "Owner's Affidavit") in the form attached hereto and made a part hereof as Exhibit "C." In compliance with the provisions of the Foreign Investment Real Property Tax Act, Section 1445 of the Internal Revenue Code ("FIRPTA"), the Affidavit contains confirmation, including SELLER's U.S. Taxpayer Identification Number, that SELLER is not a foreign person as defined within the meaning of FIRPTA. In addition, the Owner's Affidavit will be acceptable to the Title Company in order to reasonably enable the Title Company to delete the unrecorded easements, parties in possession, and other standard exceptions from the Title Commitment. Should the Title Company refuse to delete any such exceptions from the Title Commitment, and provided that SELLER has taken reasonable and good faith efforts to enable such deletions, then BUYER will have the right, in BUYER's sole and absolute discretion, to terminate this Agreement, upon which both parties will be released of all obligations under this Agreement with respect to each other, except as otherwise specified in this Agreement.

11. DOCUMENTS FOR CLOSING

a. At Closing, SELLER will execute and deliver (or cause to be executed and delivered) to BUYER the following documents and instruments (the "Seller's Documents"):

- i. the Deed;
- ii. the Owner's Affidavit, in accordance with Paragraph 10 above;
- iii. the closing statement; and
- iv. all other documents and instruments required by the Title Company or reasonably required by BUYER to consummate the transaction contemplated by this Agreement, all in form, content, and substance reasonably required by and acceptable to BUYER and reasonably acceptable to SELLER.

b. The BUYER will prepare the Seller's Documents (except for the closing statement, the documents required by the Title Company, and the Owner's Affidavit (which is attached hereto as Exhibit "C")) and submit copies of the same to the SELLER prior to the scheduled Closing Date. The Seller's Documents prepared by BUYER shall be subject to SELLER's review and reasonable approval. The BUYER will prepare or cause the closing agent to prepare the closing statement and submit it to BUYER and SELLER prior to the scheduled Closing Date. SELLER will prepare and deliver to Title Company at least five (5) business days prior to Closing (i) a certificate of status issued by the Secretary of State of Delaware confirming that SELLER is a Delaware limited liability company, duly formed, and validly existing, and (ii) such certificates as are reasonably required to evidence that the sale and conveyance of the Premises has been fully authorized by SELLER and that the execution, acknowledgment, and delivery of all of SELLER'S Documents by the proposed signatory (or signatories) thereof have been fully authorized by SELLER.

12. REPRESENTATIONS AND WARRANTIES OF SELLER

a. As a material inducement to BUYER entering into this Agreement, SELLER represents and warrants to and covenants with BUYER that, to Seller's actual knowledge, the following matters are true as of the Effective Date of this Agreement and that they will also be true as of Closing:

- i. The description of the Premises set forth in subparagraph 1.a hereof is accurate.
- ii. SELLER is the legal fee simple titleholder of the Premises and has good and marketable title to the Premises, free and clear of all liens, mortgages, and security interests, except those which will be discharged prior to Closing. There will be no change in the ownership, operation, or control of SELLER from the Effective Date hereof to Closing.
- iii. SELLER is not in default under or in violation of, nor do any circumstances exist which would give rise to a default (or violation of any Governmental Approval, as hereinabove defined in subparagraph 6.b) under any of the documents, recorded or unrecorded, referred to in the Title Commitment, or in violation of any Governmental Approvals.
- iv. Except as disclosed herein or in a separate writing, including those diligence documents provided to BUYER pursuant to Exhibit A of the Project Agreement, SELLER has not been advised of and is not aware of any defect in the condition of the Premises, or any portion thereof, which has not been corrected or which will impair the operation of the Premises.

v. SELLER, the Premises, and the use and operation of the Premises are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits, and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

vi. Except as may be related to the Project, there are no pending or threatened judicial, county, or administrative proceedings affecting the Premises or in which SELLER is or will be a party by reason of SELLER's ownership of the Premises, or any portion thereof, including, without limitation, proceedings for or involving condemnations, eminent domain, zoning violations, or personal injuries or property damage alleged to have occurred on the Premises or by reason of the condition or use of the Premises. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending, or, to SELLER's actual knowledge, threatened against SELLER. In the event any proceeding of the character described in this subparagraph is initiated prior to Closing, SELLER will promptly advise BUYER in writing.

vii. The execution and delivery of this Agreement by the signatories hereto, and all the documents to be delivered by SELLER to BUYER at Closing by the signatories thereto, and the performance of this Agreement by SELLER have been (or for the documents to be delivered by SELLER to BUYER at Closing, will be) duly authorized by SELLER, and this Agreement is binding on SELLER and enforceable against SELLER in accordance with its terms, conditions, and provisions. No consent to such execution, delivery, and performance is required from any person, beneficiary, partner, limited partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party other than any such consent which already has been given. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will violate any restriction, court order, or agreement to which SELLER or the Premises is subject.

viii. There are no facts material to the use, condition, or operation of the Premises which SELLER has not disclosed to BUYER, including, but not limited to, unrecorded instruments.

ix. As to the environmental condition of the Premises, and except as disclosed in any deliverables provided during Phase One A of the Project in accordance with Exhibit A of the Project Agreement:

(1) For purposes of this Agreement, "Pollutant" will mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product, or petroleum by-product, as defined or regulated by environmental laws. "Disposal" will mean the release, storage, use, handling, discharge, or disposal of such Pollutants. "Environmental Laws" will mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations, or other governmental restrictions.

(2) The SELLER has obtained and is in full compliance with any and all required permits regarding the Disposal of Pollutants on the Premises or contiguous property owned by SELLER.

(3) SELLER is not aware, nor does it have any notice, actual or constructive, of any past, present, or proposed future events, conditions, activities, or practices which may give

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rise to any liability or form a basis for any claim, demand, cost, or action relating to the Disposal of any Pollutant on the Premises or on contiguous property.

(4) There is no civil, criminal, or administrative action, suit, claim, demand, investigation, or notice of violation pending or threatened against the SELLER relating in any way to the Disposal of Pollutants on the Premises or on any contiguous property owned by SELLER.

x. At all times prior to Closing, SELLER will perform when due all of SELLER's obligations in accordance with applicable laws, ordinances, rules, and regulations affecting the Premises.

xi. All action required pursuant to this Agreement which is reasonably necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by SELLER.

xii. SELLER will promptly notify BUYER of any material change in any condition with respect to the Premises or of any event or circumstance which makes any representation or warranty of SELLER to BUYER under this Agreement untrue or misleading, or any covenant of SELLER under this Agreement incapable or materially less likely of being performed, and SELLER shall not be in breach of this Agreement so long as SELLER provides BUYER with prompt notification of any such material change.

xiii. SELLER has made no other outstanding agreement to sell the Premises other than this Agreement.

xiv. All items delivered or to be delivered by SELLER pursuant to this Agreement are, and will be, complete in all material respects and fairly represent the information set forth therein.

xv. SELLER warrants that there is legal access, ingress, and egress to and from the Premises to and from a public road.

xvi. SELLER warrants that no person, individual, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, or other entity or group ("Person") is entitled to a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration: (1) in connection with this Agreement or the subsequent Closing; (2) as compensation contingent upon BUYER entering into this Agreement or completing the subsequent Closing; or (3) to solicit or secure this Agreement (the "Fees"), except as accurately disclosed on the Beneficial Interest and Disclosure Affidavit attached hereto and made a part hereof as Exhibit "D." SELLER will pay all Fees, and SELLER will indemnify and hold BUYER harmless from any and all claims for Fees, whether disclosed or undisclosed. Furthermore, in the event BUYER becomes aware prior to Closing that a Fee is owed to an undisclosed Person, BUYER will have the right to terminate this Agreement without thereby waiving any action for damages resulting from SELLER's breach and misrepresentation, or, alternatively, BUYER may proceed to Closing and reduce the Purchase Price by the full amount of such Fee owed to an undisclosed Person. If BUYER proceeds to Closing and the Fee owed to the undisclosed Person is a gift or other non-monetary consideration or benefit, then the Purchase Price will be reduced by the fair market value of such compensation from SELLER. In the event BUYER becomes aware after Closing that a Fee has been paid to an undisclosed Person, BUYER may recover from SELLER the full amount of such Fee (the "Post Closing Recovery Amount"). If the Fee is a gift or other non-monetary consideration or benefit, BUYER may recover the fair market value of such compensation from SELLER. BUYER and SELLER hereby

acknowledge and agree that in the event SELLER fails to disclose that a Fee is to be paid to a Person and that BUYER does not become aware of such Fee until after Closing, it will be difficult to quantify and determine BUYER's damages and, therefore, BUYER and SELLER agree that the Post Closing Recovery Amount is a fair and reasonable liquidated damages amount, and not a penalty. The provisions of this subparagraph 12.a.xvi. will survive the Closing, the delivery and recording of the Deed or other instrument, and BUYER's possession of the Premises.

xvii. SELLER represents and warrants that, at Closing, SELLER will deliver occupancy of the Premises to BUYER, free and clear of all parties in possession, except as may be set forth in the Project Agreement.

b. The representations and warranties made in this Agreement by SELLER will be continuing and will be deemed remade by SELLER as of Closing with the same force and effect as if in fact made at that time, unless SELLER has notified BUYER in writing of any change pursuant to subparagraph 12.a.xii above; in which event BUYER's sole remedy shall be to, in BUYER's sole and absolute discretion, terminate this Agreement, upon which both parties will be released of all obligations under this Agreement with respect to each other, except as otherwise specified in this Agreement. SELLER will be liable to BUYER before Closing for any loss, damage, liability, or cost (including but not limited to reasonable attorneys' fees and costs) that BUYER incurs directly or proximately as a result of any warranty or representation made by SELLER in this Agreement not being true and correct as of the Effective Date and, unless updated in writing, the Closing Date. Notwithstanding anything to the contrary herein, the effect of the representations and warranties made in this Agreement will not be diminished or deemed to be waived by any inspections, tests, or investigations made by BUYER or its agents.

c. As used herein, the term "SELLER's actual knowledge," or words of similar import, shall mean and is limited to the actual present knowledge of Kyle Graham and Trygg Danforth, as of the Effective Date, without any duty of investigation or inquiry of any kind or nature whatsoever. SELLER's designated individuals in this subsection (c) are the individuals in SELLER's organization who have the most knowledge about the Premises and, to the best of SELLER's knowledge, there is no other person who has material knowledge about the Premises of which SELLER's designated individuals are not aware. The representations and warranties contained in this Paragraph 12 are representations and warranties of SELLER. Kyle Graham and Trygg Danforth shall not be personally liable for any breach of the representations and warranties.

13. EXISTING MORTGAGES AND OTHER LIENS

At Closing, SELLER will obtain satisfaction of record of all mortgages, liens, and judgments, if any, applicable to and encumbering the Premises.

14. EXPENSES

SELLER shall pay all State and County surtax and documentary stamps that are required to be affixed to the Deed, if any. All costs of recording the Deed shall be paid for by SELLER. All costs of recording any corrective instruments shall be paid by SELLER.

15. DEFAULT AND REMEDIES

If the SELLER materially fails or neglects to perform any of the terms, conditions, covenants, or provisions of this Agreement, BUYER may terminate this Agreement or may seek specific

performance without thereby waiving any action for damages resulting from SELLER's breach, and may terminate the Project Agreement for cause. If BUYER fails to perform any of BUYER's covenants under this Agreement, SELLER's sole remedy will be the right to seek damages, whereupon neither SELLER nor BUYER will have any further obligations to the other under this Agreement.

16. RIGHT TO ENTER

Subject to the terms of the Project Agreement, SELLER agrees that from the Effective Date through the Closing Date, all officers, employees, and accredited agents of BUYER will have at all proper times the right and privilege to enter upon the Premises for all proper and lawful purposes, including, but not limited to, reasonable appraisal, inspection, investigation, and examination of the Premises and the resources upon it; provided however, that, notwithstanding any language in this Agreement to the contrary, in no event shall BUYER have any right or privilege to inspect, investigate, or examine the Premises beyond any such rights and privileges expressly provided for under the Project Agreement.

17. RISK OF LOSS AND CONDITION OF REAL PROPERTY

SELLER assumes all risk of loss or damage to the Premises prior to the Closing Date. However, in the event the condition of the Premises is altered by an act of God or other natural force beyond the control of SELLER, BUYER may elect, at its sole option, to terminate this Agreement and neither party will have any further obligations under this Agreement.

18. SURVIVAL

The covenants, warranties, representations, releases, indemnities, and undertakings of SELLER set forth in this Agreement will survive the Closing, the delivery and recording of the Deed, and BUYER's possession of the Premises for the duration of the term of the Project Agreement, but for not less than two (2) years.

19. SPECIAL CLAUSES

a. ENVIRONMENTAL CONDITIONS

i. Liability. While this Paragraph 19 establishes contractual liability for SELLER regarding pollution of the Premises as provided herein, it does not alter or diminish any statutory or common law liability of SELLER for such pollution.

ii. Environmental Audit. SELLER hereby allows BUYER reasonable access to the Premises in order to perform environmental audits prior to the Closing Date in order to assess the presence of Pollutants and their impact on the Premises; provided, however, that any such physical inspections, investigations, or examinations shall not interfere with Developer's performance under the Project Agreement. BUYER may perform any and all updates thereof prior to the Closing Date that BUYER, in its sole and absolute discretion, may deem necessary. Such environmental audits obtained by BUYER, together with any updates thereof prior to the Closing Date, will hereinafter be referred to collectively as the "Audit."

iii. Pollutants. Other than as disclosed in the _____, _____, Phase I and Phase II Site Assessment Report prepared by _____ (the "_____ Report"), in the event that the Audit discloses the presence of Pollutants on the Premises, or any portion thereof, or discloses

that the environmental condition of the Premises is incompatible with the intended future use of the Premises by BUYER, or discloses any other condition that BUYER deems unacceptable in BUYER's sole and absolute discretion, then BUYER may elect to terminate this Agreement by sending written notice to SELLER prior to the Closing Date, upon which neither party will have any further obligations under this Agreement, unless expressly set forth in the Project Agreement.

b. Cultural, Archeological, and Historical Assessment. SELLER shall allow BUYER reasonable access to the Premises in order to inspect, investigate, and examine, at BUYER's expense and prior to the Closing Date, all cultural, historical, and archaeological aspects, matters, and conditions relating to the Premises and BUYER's intended use of the Premises, including, but not limited to, the right to conduct physical inspections, investigations, and examinations of the Premises; provided, however, that any such physical inspections, investigations, or examinations shall not interfere with Developer's performance under the Project Agreement. Such inspections and reviews will be permitted at all reasonable times upon previous written notice to SELLER. If BUYER, in its sole discretion, disapproves any aspect of the cultural, historical, or archaeological aspect of the Premises, or if BUYER is not satisfied in its sole discretion with any cultural, historical, or archeological matter, condition, or aspect relating to the Premises, then BUYER may elect to terminate this Agreement by sending written notice to SELLER prior to the Closing Date, upon which neither party will have any further obligations under this Agreement, unless expressly set forth in the Project Agreement.

c. Attorneys' Fees and Costs. Each party will bear its own attorneys' fees incurred in connection with the transaction contemplated by this Agreement. Consistent with that, SELLER acknowledges and agrees that BUYER will have no responsibility or obligation to pay for or reimburse SELLER for any attorneys' fees or any costs incurred by SELLER in connection with the land transaction contemplated by this Agreement.

d. Release. In consideration of BUYER agreeing to acquire the Premises in accordance with the terms, conditions, and provisions of this Agreement, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, SELLER, as of the Closing Date, acquits, releases, exonerates, covenants not to sue, satisfies, and forever discharges the BUYER, its agents, employees, officers, governing board members, independent contractors, successors, and assigns, of and from all causes of action, claims bills, legislative remedies, damages, judgments, executions, claims, demands, and all other loss, damage, and liability, whatsoever (including but not limited to reasonable attorneys' fees and costs), in law, in equity, or otherwise (collectively, the "Claims"), which SELLER ever had or now has, known or unknown, against the BUYER, its agents, employees, officers, governing board members, independent contractors, successors, and assigns for, upon, or by reason of any matter, cause, or thing, whatsoever, from the beginning of the world through the date of this Agreement, to the extent resulting directly, indirectly, or proximately from any and all actions or inactions by BUYER which impacted the Premises. Upon the Closing, the provisions of this subparagraph 19.d. shall be effective, valid, and enforceable from the beginning of the world through the Closing. Notwithstanding the foregoing, this release does not extend or apply to any Claims that SELLER may have against BUYER in connection with any third party Claims brought against SELLER.

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20. MISCELLANEOUS

a. Notices. All notices, requests, consents, and other communications required or permitted under this Agreement will be in writing and will be (as elected by the person giving such notice) hand delivered by messenger or courier service; mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested; by email; or sent by any form of overnight mail, addressed to:

TO BUYER:

Director
Real Estate Division
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
Email: realestate@sfwmd.gov

TO SELLER:

EIP Florida Water Quality IV Land Co., LLC
Attn: Trygg Danforth, Director of Real Estate
5550 Newbury Street, Suite B
Baltimore, MD 21209
Email: trygg@ecosystempartners.com

WITH A COPY TO:

Mitchell Chadwick LLP
Attn: G. Braiden Chadwick / Erica Brinitzer-Graff
3001 Lava Ridge Court, Suite 120
Roseville, CA 95661
bchadwick@mitchellchadwick.com
ebrinitzer@mitchellchadwick.com

Each such notice will be deemed delivered: (i) on the date delivered if by personal delivery; (ii) on the date emailed if by email sent by 5:00 p.m. on a business day, or on the next business day if by email sent after 5:00 p.m.; (iii) on the date upon which the return receipt is signed, delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (iv) one business day after mailing or transmission by any form of overnight mail or courier service. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address. SELLER's and BUYER's attorneys are hereby authorized to send and receive notices hereunder on behalf of their respective clients.

b. Headings. The captions, headings, paragraph and subparagraph numbers, section and subsection numbers, and paragraph and section letters appearing in this Agreement are inserted as a convenience only and in no way define, limit, construe, or describe the scope or intent of such paragraphs, subparagraphs, sections, and subsections, nor in any way affect the interpretation hereof, and will be ignored in construing or interpreting any and all provisions of this Agreement. As used

herein, the terms “paragraph” and “section” are intended to be synonymous, and the terms “subparagraph” and “subsection” are intended to be synonymous.

c. Severability. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision will be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof will not be invalidated thereby and will be given full force and effect so far as possible. If any provision of this Agreement may be construed in two (2) or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision will have the meaning which renders it valid and enforceable.

d. Third Parties. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors, and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

e. Jurisdiction and Venue. The parties acknowledge that a substantial portion of negotiations and the anticipated performance and execution of this Agreement occurred or will occur in Palm Beach County, Florida, and that, therefore, each of the parties irrevocably and unconditionally: (i) agrees that any suit, action, or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Palm Beach County or the court of the United States, Southern District of Florida; (ii) consents to the jurisdiction of each such court in any suit, action, or proceeding; (iii) waives any objection which it may have to the laying of venue of any such suit, action, or proceeding in any of such courts; and (iv) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An electronic copy (including an e-mail transmitted PDF copy) of this Agreement and any signatures hereon will be considered for all purposes as originals.

g. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, construed, and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

h. Interpretation. This Agreement will be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted. Unless the context requires otherwise: (i) the term "including" contemplates "including but not limited to;" (ii) the plural and singular shall each be determined to include the other; (iii) “or” is not exclusive; (iv) ”days” shall mean calendar days unless otherwise expressly specified; (v) “business day” shall mean a day other than a Saturday, a Sunday, or a day on which banking institutions in Florida are collectively required or authorized by law or other governmental action to be closed; and (vi) if the last day of any period to give notice, reply to a notice, meet a deadline, or to undertake any other action occurs on a day that is not a business

day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day.

i. Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by the BUYER and the SELLER will control all printed provisions in conflict therewith.

j. Entire Agreement. This Agreement and the Project Agreement contain the entire agreement between the parties pertaining to the subject matter contained herein and supersede all prior and contemporaneous agreements, representations, and understandings of the parties concerning the subject matter hereof. No agreements, understandings, or representations concerning the subject matter hereof, unless in the Project Agreement or expressly incorporated in this Agreement, will be binding upon any of the parties. No modification or change to this Agreement will be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it. This Agreement shall be subject and subordinate to the terms of the Project Agreement and, in the result of any inconsistency between this Agreement and the Project Agreement, the Project Agreement shall control.

k. Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, will not be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition, or right; and the same will remain in full force and effect.

l. Time. Time is of the essence with regard to every term, condition, and provision set forth in this Agreement.

m. Waiver of Jury Trial. As inducement to BUYER agreeing to enter into this Agreement, BUYER and SELLER hereby waive trial by jury in any action or proceeding brought by either party against the other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

n. Successors in Interest. This Agreement will be legally binding upon the parties hereto and their heirs, legal representatives, successors, and assigns. This Agreement may not be assigned by SELLER without BUYER's prior written consent, which shall not be unreasonably withheld or delayed.

The remainder of this page intentionally left blank.

BUYER:

**SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, BY ITS
GOVERNING BOARD**

ATTEST:

By: _____
District Clerk/Secretary

By: _____
Chairman

Executed by BUYER on _____

Legal Form Approved By:

South Florida Water Management
District Counsel
Date: _____

SELLER:

**EIP FLORIDA WATER
QUALITY IV LAND CO., LLC, a
Delaware limited liability company**

Witnesses

Print Name: _____

Print Name: _____

By: _____

Managing Partner

Executed by SELLER on _____

**EXHIBIT "A" TO LAND TRANSFER AGREEMENT
BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

LEGAL DESCRIPTION OF PREMISES

The land referred to herein below is situated in the County of Okeechobee, State of Florida, and described as follows:

[to be inserted prior to execution]

**EXHIBIT "B" TO LAND TRANSFER AGREEMENT
BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

TITLE COMMITMENT

[See attached]

**EXHIBIT "C" TO LAND TRANSFER AGREEMENT
BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

OWNER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

BEFORE ME, a duly commissioned Notary Public in and for the State and County aforesaid, personally appeared _____ (the "Affiant"), who after being duly sworn as required by law, deposes and says:

1. That Affiant is the _____ of EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company (the "Seller"), and the Seller currently maintains an active status with the Secretary of State, Division of Corporations (or other such appropriate agency), in the State of Florida, and in his capacity as said officer has personal knowledge of the matters set forth herein, and that Affiant is authorized by the Seller to execute this Affidavit on its behalf.

2. That the Seller is the owner of the following described real property situate, lying, and being in the County of Okeechobee, State of Florida (the "Premises"), as more particularly described in the attached Exhibit "A," incorporated herein by reference.

3. That, to Seller's actual knowledge, there is no outstanding unrecorded contract for the sale or transfer of the Premises to any person or persons whomsoever, except for the South Florida Water Management District, nor any unrecorded deed, mortgage, or other conveyance in any way affecting or encumbering the title to the Premises.

4. That the Premises are free and clear of all liens and that there have been no improvements made upon the Premises within the past ninety (90) days, or, if the Premises have been improved within the past ninety (90) days, that there are no outstanding and unpaid bills for labor, contracts, materials, or supplies for which a lien or liens might be claimed by any party or parties whomsoever, against the Premises.

5. That there are no judgments, assessments, or tax liens filed of record against the Seller or the Premises in any courts of the state or of the United States which remain unpaid.

6. That there are no matters pending against the Seller that could give rise to a lien that would attach to the Premises prior to the actual date of recordation of the documents applicable to this transaction.

7. That there are no parties other than the Seller in possession of or claiming possession of the Premises and that the Seller is in undisputed possession of the Premises.

8. That the Seller has not and will not execute any instrument or perform, or fail to perform, any act that would adversely affect the title to the Premises or the interest of the Seller in the Premises prior to the actual date of recordation of the documents applicable to this transaction.

9. Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. real property interest must withhold tax at a rate of 15% of the amount realized on the disposition if the transferor (seller) is a foreign company, foreign partnership, foreign trust, or foreign estate (as that term is defined in the Internal Revenue Code of the United States and the regulations thereunder). This is to inform the South Florida Water Management District that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller, and the undersigned hereby swears, affirms, and certifies the following as or on behalf of the Seller:

(a) The Seller's legal name is: EIP Florida Water Quality IV Land Co., LLC.

(b) The address of the Seller is: 5550 Newbury Street, Suite B, Baltimore, MD 21209.

(c) The Seller is not a foreign company, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

10. In connection with the sale or exchange of the Premises, the Seller is required by law to provide the South Florida Water Management District with Seller's correct taxpayer identification number ("TIN"). If Seller does not so provide its TIN, Seller may be subject to civil or criminal penalties imposed by law.

(a). The Seller's Taxpayer Identification Number is: _____

This Taxpayer Identification Number is being provided in connection with a real estate transaction.

11. The undersigned understands that this certificate may be disclosed to the Internal Revenue Service by the South Florida Water Management District and that any false statement contained herein could be punished by fine, imprisonment, or both.

12. That Seller's representations and warranties contained in Paragraph 12 and elsewhere in the Land Transfer Agreement by and between the Seller and the South Florida Water Management District regarding the Premises and having an effective date of _____, 2021, are true and correct.

13. Affiant states that he/she is familiar with the nature of an oath and with penalties provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature, and Affiant further states that all the statements made herein are made for the purpose of inducing the South Florida Water Management District to purchase the Premises and inducing _____ Insurance Company to insure the title to the Premises, and that all statements contained herein are true, both in substance and fact.

14. Wherever used herein, the singular shall include the plural and the masculine shall include the feminine and neuter genders, and vice versa.

////

_____, Affiant

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or []
online notarization, this _____ day of _____, 20__ by
_____, who is personally known to me or who
has produced _____ as identification.

Notary Public

Print

My Commission Expires: _____

EXHIBIT "A" TO OWNER'S AFFIDAVIT

The land referred to herein below is situated in the County of Okeechobee, State of Florida, and described as follows:

[to be inserted prior to execution]

**EXHIBIT "D" TO LAND TRANSFER AGREEMENT
BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND
EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

Project: _____
Tract No.: _____
Tax Folio Nos.: _____

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ (the "Affiant"), this _____ day of _____, 20____, who, first being duly sworn as required by law, and subject to the penalties prescribed for perjury, deposes and says:

1) Affiant has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) That EIP Florida Water Quality IV Land Co., LLC, a Delaware limited liability company, whose address is 5550 Newbury Street, Suite B, Baltimore, Maryland 21209, is the record owner of the real property more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Premises"). The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes), excepting the South Florida Water Management District, holding a beneficial interest with respect to the Premises (if more space is needed, attach separate sheet):

<u>Name</u>	<u>Address</u>	<u>Percentage Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3) All persons, individuals, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, or other entities or groups who have a financial interest in this transaction (other than the South Florida Water Management District and any persons who have a beneficial interest in the Premises as disclosed in Section 2 above) or who have received or who are entitled to receive a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration in connection with this transaction, or compensation contingent upon the

South Florida Water Management District entering into the agreement to acquire the Premises or the subsequent closing applicable to this transaction, or to solicit or secure the agreement to acquire the Premises, are **(if non-applicable, please indicate None or Non-Applicable):**

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount of Fee To Be Disclosed if Contingent On Achieving Successful Acquisition*</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Attorneys' fees received as result of legal representation are exempt

This affidavit is given in compliance with the provisions of Sections 286.23, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

By: _____

SWORN TO (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____.
Such person(s). (Notary Public must check applicable box):

- ☐ is/are personally known to me.
- ☐ produced a current driver license(s).
- ☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public
(Print, Type or Stamp Name of Notary Public)

**EXHIBIT "A" TO BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
OF EIP FLORIDA WATER QUALITY IV LAND CO., LLC**

The land referred to herein below is situated in the County of Okeechobee, State of Florida, and described as follows:

[to be inserted prior to execution]