

AMENDMENT NO. 1
TO CONTRACT NO. 4600004527
BETWEEN THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
EIP FLORIDA WATER QUALITY, LLC

This **AMENDMENT NO. 1**, is entered into on September 12, 2024, to that Contract dated December 15, 2021, between “the Parties,” the South Florida Water Management District (“District”) and EIP Florida Water Quality, LLC, a Delaware limited liability company (“Developer”).

Background

1. The Governing Board of the District, at its December 9, 2021 meeting, approved entering into this Contract with the Parties for the design/build and operation of the Lower Kissimmee Basin Stormwater Treatment Area (the “Project”).

2. The Governing Board of the District, at its May 9, 2024 meeting, approved entering into an Amended Project Agreement with Developer for the revised design of the Project.

3. The Parties wish to amend the Contract to: (a) expand the Project and revise the description of the Project Property to add an additional approximately 1,430 acres and to exclude certain portions of the Original Project Property (as defined in paragraph 13 below) to provide for a homestead site and a utility infrastructure site; (b) provide for the Land Transfer to potentially occur prior to completion of the Final Design Period; (c) address potential delays caused by permit challenges or litigation brought by third parties; (d) revise the Phase One – Statement of Work and Milestones (Exhibit A) to account for incorporation of the Additional Property into the contemplated Project; (e) revise the Phase One – Payment and Deliverable Schedule (Exhibit B) to account for incorporation of the Additional Project Property into the contemplated Project; (f) revise the Small Business Enterprise Subcontractor Participation Schedule (Exhibit F); (g) update the Statements of Intent to Perform as a Small Business Enterprise Subcontractor (Exhibit G); (h) revise the Project Boundary Map and Legal Description (Exhibit J) to account for incorporation of the Additional Project Property into the contemplated Project; and (i) revise the Land Transfer Agreement (Exhibit K) to incorporate the Additional Project Property.

Terms and Conditions

1. This **AMENDMENT NO. 1** shall be effective upon the date first written above.

2. The Phase One – Statement of Work and Milestones, attached as Exhibit A to the Contract, is hereby replaced with the modified Exhibit A, attached hereto and made a part of this **AMENDMENT NO. 1**.

3. The Phase One – Payment and Deliverable Schedule, attached as Exhibit B to the Contract, is hereby replaced with the modified Exhibit B, attached hereto and made a part of this **AMENDMENT NO. 1**.

4. The Small Business Enterprise Subcontractor Participation Schedule, attached as Exhibit F to the Contract, is hereby replaced with the modified Exhibit F, attached hereto and made a part of this **AMENDMENT NO. 1**.

5. The Statements of Intent to Perform as a Small Business Enterprise Subcontractor, attached as Exhibit G to the Contract, is hereby replaced with the modified Exhibit G, attached hereto and made a part of this **AMENDMENT NO. 1**.

6. The Project Boundary (Map and Legal Description), attached as Exhibit J to the Contract, is hereby replaced with the modified Exhibit J, attached hereto and made a part of this **AMENDMENT NO. 1**.

7. The Land Transfer Agreement, attached as Exhibit K to the Contract, is hereby replaced with the modified Exhibit K, attached hereto and made a part of this **AMENDMENT NO. 1**.

8. The Background – Project Description section of the Contract is hereby revised to read as follows:

“The Project is contemplated to 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 Tasks 1 and 2 of 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, or such other tasks and services as set forth in the Stipulated Payments and Deliverables Amendment.”

9. Section 4 of the Contract is hereby revised to read as follows:

“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 \$23,600,000.00 (\$5,930,000.00 for Phase One A). Developer has completed 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).”

10. Section 4.1 of the Contract is hereby deleted in its entirety. The Parties acknowledge and agree that Phase One A is complete as of the date of this **AMENDMENT NO. 1**.

11. Section 5.1 of the Contract is hereby revised to read:

“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 and may include, without limitation: (a) a proposed stipulated contract price (the “Contract Price”); (b) a proposed stipulated payment schedule for the Phase Two services, which designates a percentage of the Contract Price toward each major component (each, a “Milestone”) of the Phase Two services; (c) a proposed stipulated statement of work setting forth the 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. Notwithstanding anything in this Agreement to the contrary, the Stipulated Payments and Deliverables Proposal need not adhere to the specific structure (*i.e.*, Final Design Period, Construction Period, Facilities Startup Period, Operations Period, and Turnover Period) or timelines currently contemplated by this Agreement. The Parties may negotiate the format, structure, compensation, payments, deliverables, and timelines of the Stipulated Payments and Deliverables Proposal in such manner as the Parties deem mutually acceptable.”

12. Section 6 of the Contract is hereby revised to read as follows:

“The Project will be sited on an approximately 3,430-acre parcel (the “Original Project Property”) and a southerly adjacent approximately 1,430-acre parcel (the “Additional Project Property”), each, as legally described and depicted in Exhibit J. As used herein, the “Project Property” collectively refers to the Original Project Property and the Additional Project Property, as adjusted to exclude (a) an existing homestead site and adjacent pastureland, collectively no larger than twenty-two (22) acres (the “Homestead Site”) and (b) approximately six (6) acres that are being excluded for the sole purpose of being transferred by Developer to Florida Power & Light Company (“FPL”) for a substation site (the “Utility Site,” and together

with the Homestead Site, the “Excluded Lands”). The Homestead Site will be conveyed to a private party simultaneously with the transfer of the Project Property by the Developer to the District subject to restrictions, easement areas, and easement rights reasonably required by the District. The Utility Site will be transferred to FPL simultaneously with the transfer of the Project Property by the Developer to the District. A combined legal description and depiction of the Project Property will be provided to the District for review and acceptance by the District, pursuant to District Survey Section standards, as one of the Phase One B deliverables (pursuant to Exhibit A).

13. Section 6.1 of the Contract is hereby revised to read as follows:

“Upon request of the District, so long as the request occurs after completion of Phase One B, Developer agrees to sell (or cause its affiliate to sell) to District at the “Appraised Value” as hereinafter defined, and District agrees to purchase from Developer (or Developer’s affiliate) at the Appraised Value, 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 “Appraised Value” is the market value of the Project Property estimated in the appraisal report, that is designated as the approved appraisal report by the District in the District’s sole discretion, prepared by a Florida Certified General appraiser who is a member of the Appraisal Institute and who is also an approved appraiser pursuant to the Florida Department of Environmental Protection’s approved appraiser list as published on the website of the Florida Department of Environmental Protection. 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.”

14. Section 6.3 of the Contract is hereby revised to read as follows:

“Within sixty (60) days of the Effective Date of the Agreement, the District was required to obtain, and provide to Developer, a title insurance commitment for the Original Project Property (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 Original Project Property to the District, an ALTA standard coverage owner’s policy of title insurance in the amount of the purchase price for the Original Project Property insuring the District as to marketable title to the Original Project Property. In the event that either the Title Commitment or the Original Project Property Boundary Survey (as defined in and prepared and delivered to the District pursuant to Exhibit A) revealed any title matters affecting the Original Project Property that the District found objectionable, in the District’s sole and absolute discretion, then the District could notify Developer in writing specifying the title matters that the District deemed unacceptable (collectively, the “Title Objections”) within (a) 120 days of the Effective Date for the 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 Original Project Property Boundary Survey for Title Objections to any items contained within the Original Project Property 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 were automatically deemed Approved Exceptions (as defined in the Land Transfer Agreement). Within forty-five (45) days of the receipt by the District from Developer of a copy of the ALTA owner’s policy of title insurance for the Additional Project Property insuring Developer as to marketable title to the Additional Project Property (the “New Prior Policy”), the District will cause the Title Commitment to be updated to also cover the Additional Project Property (the “Updated Title Commitment”). In the event that either the Updated Title Commitment or the Boundary Survey of the Original Project Property together with the Additional Project Property (the “Updated Boundary Survey”), which Updated Boundary Survey, and any updates thereto, will include a proposed sketch and legal description of the Project Property (containing all the required survey information with respect to the Original Project Property and the Additional Project Property and which will be prepared and delivered to the District pursuant to Exhibit A, with delivery including six (6) copies and all electronic Cadd files and Arc GIS shape files), reveals any title matters affecting the Additional Project Property or additional title matters affecting the Original Project Property or any title matters that were not previously objected to by the District but may be objectionable solely because of the addition of the Additional Project Property and/or the exclusion of the Excluded 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 for the Additional Project Property and the Original Project Property and the Updated Boundary Survey that the District deems unacceptable (collectively, the “Additional Title Objections”) within the later of (1) sixty (60) days of the receipt by the District of the New Prior Policy or (2) sixty (60) days after the District’s receipt of the Updated Boundary Survey. Any Additional Title Objections not objected to in writing within the timeframes set

forth in subsections (1) and (2) above shall be automatically deemed Approved Exceptions (as defined in the Land Transfer Agreement). Additionally, within forty-five(45) days of the District's receipt and approval of the legal description of the Project Property and receipt of an updated version of the Updated Boundary Survey reflecting the Project Property and delivered to the District pursuant to Exhibit A, and including six (6) copies and all electronic Cadd files and ArcGIS shape files (the "Project Property Boundary Survey"), the District will cause the Updated Title Commitment to be further updated to cover only the Project Property (the "Project Property Title Commitment"). The District will then have forty-five (45) days to notify the Developer in writing specifying title matters that the District deems unacceptable that were not previously objected to by the District but may be objectionable solely because of differences contained in the Project Property and/or the Project Property Boundary Survey from what was previously delivered to and reviewed by the District. The Project Property Title Commitment will be for the issuance of 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."

15. Section 6.4 of the Contract is hereby revised to read as follows:

"District shall, no later than 120 days after the District's receipt from Developer, and approval by the District, of the legal description and depiction of the Project Property pursuant to Section 6 hereof, obtain and provide to the FDEP two (2) certified appraisals for the Project Property, in accordance with Section 373.139(3)(c), Florida Statutes."

16. Section 7 of the Contract is hereby revised to read as follows:

"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 the Original Project Property and the Additional 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. Nothing herein obligates the Parties to amend the agreement if such negotiations fail."

17. The Contract is hereby revised to incorporate new Section 7.4, to read as follows:

“Permitting Challenges or Litigation. Notwithstanding anything to the contrary in this Agreement, the Parties hereby acknowledge and agree that neither the scope of work set forth in the Phase One – Statement of Work and Milestones attached as Exhibit A to this Agreement, the payment amounts set forth within the Phase One – Payment and Deliverable Schedule attached as Exhibit B to this Agreement, the Phase Two statement of work and milestones included within the Stipulated Payments and Deliverables Amendment, nor the Phase Two payment and deliverable schedule included within the Stipulated Payments and Deliverables Amendment account for or encompass additional work or costs and expenses that may be incurred by Developer in connection with permitting challenges or third-party litigation, or potential delays resulting therefrom. The Parties therefore agree that, in the event of any permitting challenges or third-party litigation, the Parties will reasonably cooperate and negotiate in good faith to address whether District or Developer will be responsible for addressing such permitting challenges or third-party litigation. The Parties further agree that, in the event of any permitting challenges or third-party litigation, the Parties will reasonably cooperate and negotiate in good faith to amend this Agreement to make such modifications to the Project schedule, the Phase One – Statement of Work and Milestones, the Phase One – Payment and Deliverable Schedule, the Phase Two statement of work and milestones, and the Phase Two payment and deliverable schedule to account for any additional work, cost, and delay that District and Developer may mutually agree will be borne by Developer. Nothing herein obligates the Parties to amend the agreement if such negotiations fail.”

18. Section 9.2 of the Contract is hereby revised to read as follows:

“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 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. 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.”

19. Section 9.5 of the Contract is hereby revised to read as follows:

“During the term of this Agreement, the District shall not access or use the Original Project Property or the Additional 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."

20. Section 11 of the Contract is hereby revised to read as follows:

"During the Agreement Term, any activities within the Project Property boundary 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 on the Project Property, 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."

21. The second paragraph of and the table included in Section 16.1 of the Contract setting forth the District's right to terminate the Agreement not for cause is hereby revised to read as follows:

"The District's right to terminate this Agreement not for cause shall be as set forth below and the District will pay all amounts required under this Section 16.1 to Developer within thirty (30) days of the termination date."

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
DURING PHASE ONE B	For all work performed through the Agreement Termination Date, in accordance with <u>Exhibit B</u> .	None	None

TIME OF TERMINATION	PAYMENT OWED DEVELOPER	COOLING OFF PERIOD	RIGHT TO PURCHASE PROJECT PROPERTY
AFTER PHASE ONE B – PRIOR TO START OF FINAL DESIGN PERIOD	For all work performed through the Agreement Termination Date, in accordance with <u>Exhibit B</u> .	Yes, 2 years	Yes, pursuant to terms and the additional payment amount set forth in <u>Exhibit K</u>
DURING FINAL DESIGN PERIOD	For all authorized work performed through the date of termination, including any preconstruction work, and for Developer's reasonable expenses resulting from such termination (including demobilization costs and costs of capital as provided in the Phase Two Stipulated Payments and Deliverables Amendment)	Yes, 2 years	Yes, pursuant to terms set forth in <u>Exhibit K</u>
DURING PHASE TWO – PRIOR TO ISSUANCE OF NOTICE TO PROCEED TO CONSTRUCT	For all authorized work performed through the date of termination, including any preconstruction work, and for Developer's reasonable expenses resulting from such termination (including demobilization costs and costs of capital as provided in the Phase Two 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	For all authorized work performed through the date of termination, and for Developer's reasonable expenses resulting from such termination (including	Yes, 4 years	Yes, pursuant to terms set

TIME OF TERMINATION	PAYMENT OWED DEVELOPER	COOLING OFF PERIOD	RIGHT TO PURCHASE PROJECT PROPERTY
NOTICE TO PROCEED TO CONSTRUCT	demobilization costs and costs of capital as provided in the Phase Two Stipulated Payments and Deliverables Amendment)		forth in <u>Exhibit K</u>

22. The Project Manager for Developer is amended to be Kyle Graham, telephone number (828) 243-2674, email kyle@ecosystempartners.com.

23. The "SUBMIT NOTICES TO THE DEVELOPER AT:" section on the cover page is amended to read as follows:

"EIP Florida Water Quality, LLC

Address: 5550 Newbury Street, Suite B
Baltimore, MD 21209

Attention: Kyle Graham

With a Copy to:

Hanson Bridgett LLP

Address: 500 Capitol Mall, Suite 1500
Sacramento, CA 95814

Attention: Erica Brinitzer-Graff"

24. The Project Manager for the District is amended to be Jenna Bobsein, telephone number (561) 682-6771, email jebobsei@sfwmd.gov.

25. Exhibits A, B, G, F, J, and K are amended as attached. All references to Exhibits A, B, G, F, J, and K are hereby amended to reference the amended version of the respective exhibit.

26. All other terms and conditions of the Contract remain unchanged.


[signatures on following pages]

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 1** on the date first written above.

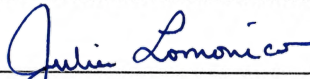
DISTRICT:

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


By: 
Drew Bartlett, Executive Director

By: 
Candida Heater, Director
Administrative Services Division

**SFWMD OFFICE OF COUNSEL
APPROVED AS TO LEGAL FORM**

BY: 
PRINT NAME: Julia Lomonico


SFWMD PROCUREMENT APPROVED

BY: 
DATE: 9/10/2024


[signatures continue on following page]

DEVELOPER:

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

By: 
Heath A. Rushing (Sep 9, 2024 20:46 GMT+1)
Name: Heath A. Rushing
Title: Manager

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

By: 
Heath A. Rushing (Sep 9, 2024 20:46 GMT+1)
Name: Heath A. Rushing
Title: Manager

AMENDED EXHIBIT A

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This statement of work describes the services provided to the South Florida Water Management District (District or SFWMD) 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 (Project). The Project is a traditional Stormwater Treatment Area (STA) capable of removing phosphorus (P) from the S-154 and S-154C Basins of the Taylor Creek/Nubbin Slough watershed, the Indian Prairie C-41A Canal and the Lower Kissimmee River Basin/C-38 Canal.

Background

In December 2021, SFWMD contracted with Developer to prepare a Preliminary Design for an STA on Developer-owned land. Phase One A consists of Task 1 (Reconnaissance Study) and Task 2 (Design Documentation Report) and Phase One B consists of Task 3 (Preliminary Design+). Phase One A was completed by Developer in February 2023 for an STA on approximately 3,000 acres of land. In March 2023, in close coordination with and pursuant to direction from SFWMD, the Developer initiated modifications to the Project design during Phase One B Task 3 to focus on a first Project phase comprised of approximately 2,000 acres of land (referred to as LKBSTA-West), with infrastructure included that would enable efficient and compatible integration with a second future Project phase, anticipated to be comprised of an additional 2,800 acres of land (referred to as LKBSTA-East). The Developer submitted the draft Phase One B Task 3 deliverable (Draft Preliminary Design+) for LKBSTA-West in June 2023 and initiated work to complete the Final Preliminary Design+ package. In late 2023, SFWMD requested that Developer pause completion of the Final Preliminary Design+ package and initiate planning and development of this modified Phase One statement of work for a non-phased Expanded Project on approximately 4,800 acres of land, now being referred to as LKBSTA-Expanded. No additional Task 3 work is anticipated.

Overall Project Delivery Approach

A performance-based contracting approach is being utilized to deliver the Project that is capable of retaining phosphorus from the Lake Okeechobee watershed, with a focus on the Taylor Creek/Nubbin Slough and Lower Kissimmee sub-watersheds, and assist in achieving Lake Okeechobee's Total Phosphorus Total Maximum Daily Load (TMDL). At the conclusion of Phase One, the Developer Team will prepare a Stipulated Payments and Deliverables Proposal for Phase Two that will include a total price for the successful delivery and up to five (5) years of successful operations of the Project. The proposed payments are contingent on successfully achieving Project milestones.

Throughout the design and permitting for the Project, contractors, key regulators, and SFWMD staff will be actively engaged to assist the Developer 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, as well as accommodating for planned/long-term operations and maintenance of the entire Project.

The Project's delivery will be completed in two (2) phases:

Phase One. Phase One A Tasks 1 and 2 are complete. Phase One B Task 3 is modified herein and no additional Task 3 work is anticipated. During this modified Phase One, the Developer Team's goal is to work with the District to design the Project as efficiently as possible. The primary objectives of this modified Phase One are

to incorporate relevant elements and design approaches from work completed by Developer to date during Phase One A (Tasks 1-2) and Phase One B (Task 3), address SFWMD comments on the deliverables submitted to date and prepare preliminary design documents and permit applications for the Project. This modified Phase One is intended to describe the Project's intent/scope, the basis of design, enumerate any Developer-proposed modifications to District standards, and illustrate the proposed Project elements. Modified Phase One deliverables will follow the District's Engineering Submittal Requirements (ESR) guidance, updated March 22, 2016. Any exceptions to the ESR guidance are explicitly described in the "Phase One Tasks" section below. The submittal for Phase One B Task 5 (Preliminary Design for the Expanded Project) will also include permit applications for the Project as described below in the "Phase One B Tasks" section.

The modified Phase One is further divided into:

Phase One A 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 (TRB) 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 Task 3 Preliminary Design and is being modified herein to include the following three (3) additional tasks:

Task 4 – Project Expansion Planning and Expanded Project Layout Development

Task 5 – Preliminary Design for the Expanded Project

Task 6 – Land Transfer Documentation

Additional detail regarding the Phase One work, including additional Tasks 4-6, is provided herein.

Phase Two. At the conclusion of the modified Phase One, Developer will prepare a Stipulated Payments and Deliverables Proposal for Phase Two, which will include a statement of work for Phase Two that is anticipated to incorporate the efforts and costs associated with land transfer, final design, construction, operations, and turnover of the Project as well as identify the schedule for all Phase Two deliverables.

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

Project Overview

The Project Property (as defined in Section 6 of the Project Agreement) is located adjacent to and northeast of the C-38 Canal, also known as the channelized Kissimmee River, just northwest of Lake Okeechobee. The western Property boundary is located approximately eight (8) riverine miles upstream of Lake Okeechobee

and the southeastern Property boundary is located approximately two (2) riverine miles upstream of Lake Okeechobee (**Figure 1**). The Project Property also spans the southern 1.5 miles of the L-62 Canal and consists of approximately 4,800 acres of existing improved pasture. The Project Property is bounded by SW 128th Ave on the west, State Road 70, the L-62 Canal, single-family residential properties, and pastureland on the north, a tree farm, residential properties and pastureland on the east, and the C-38 Canal and pastureland on the south.

The Project is proposed to operate as a year-round, flow-through water quality treatment system with a goal of treating as much water as feasible, prioritizing the highest concentration loads to remove as much P as feasible, while also maintaining treatment wetland vegetation health to enable sustainable treatment performance. Operation of the system during dry periods to maintain and sustain STA vegetation is anticipated to be accomplished via low-level water deliveries from the C-38 Canal.

Prior Work

Prior work efforts by the Developer Team include completion of Phase One A Task 1 (Reconnaissance Study) and Phase One A Task 2 (Design Documentation Report) for a 3,000-acre STA and completion of Phase One B Task 3 (Draft Preliminary Design+), as modified herein, for a 2,000-acre STA, referred to as LKBSTA-West, which also incorporated infrastructure that would enable efficient and compatible integration with a proposed second future Project phase, referred to as LKBSTA-East. This prior work will be incorporated into the Project to the extent applicable.

Conceptual Project Elements

Though subject to revision during the design development process, Developer has collaborated with the District to develop a Project concept wherein the Project Property would be divided into approximately seven (7) STA cells as shown in **Figure 1**.

Additional Project design approaches and relevant decisions made to date will be discussed with SFWMD and documented as part of Task 4.

Phase One Statement of Work and Milestones
Lower Kissimmee Basin STA

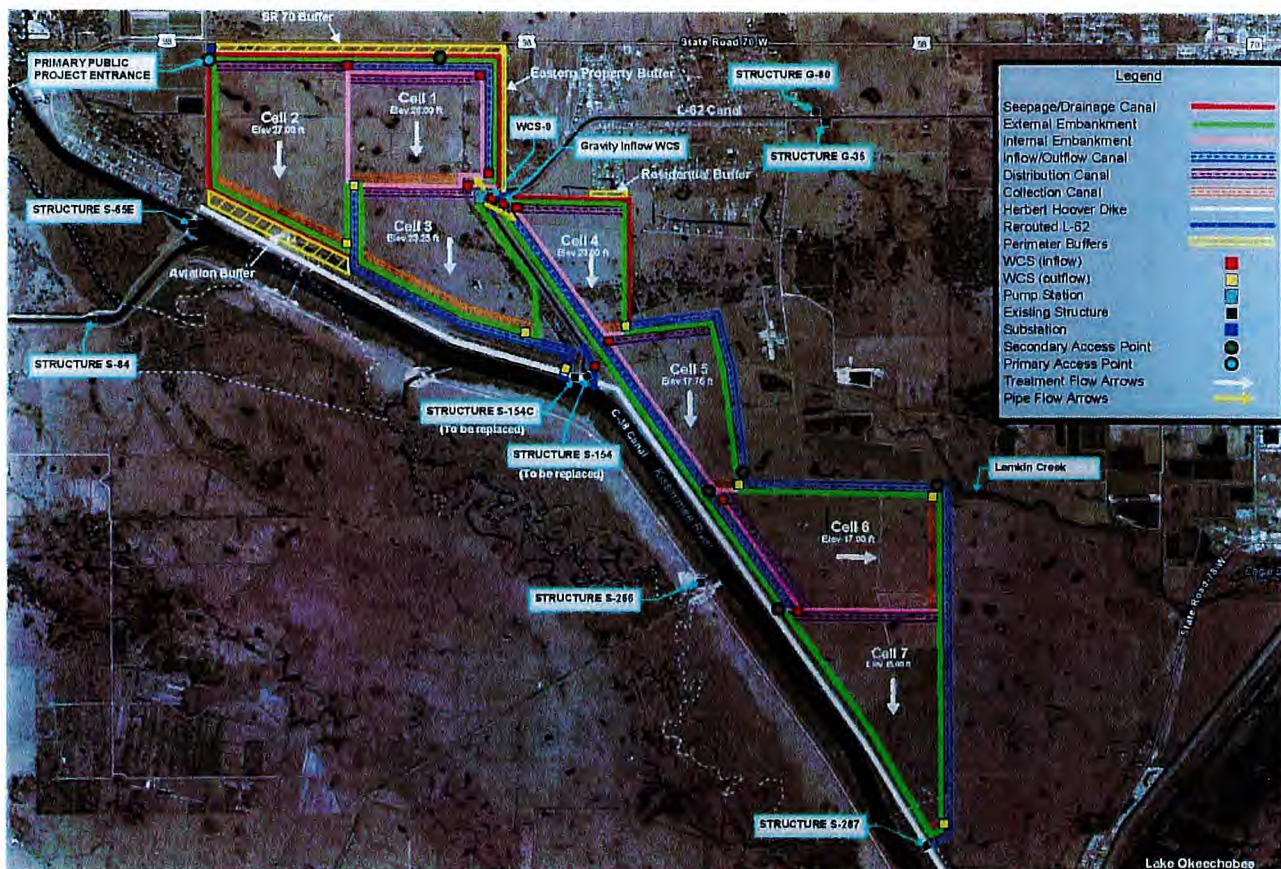


Figure 1. Conceptual STA Project Features and Layout

Phase One Submittal, Design, and Review Process

During Phase One A, the Developer Team used a modified version of the District's ESR, which included the submittal of two (2) interim deliverables. A draft deliverable was submitted as part of Phase One B Task 3. The Phase One A interim deliverables intended to accomplish the work of the ESR submittals 1 and 2. The intent of this modified Phase One statement of work is to define the Project components and provide sufficient detail to allow the District to evaluate the Expanded Project design from a technical perspective, enable the Developer to prepare a Stipulated Payments and Deliverables Proposal for Phase Two, and provide information needed to apply for local, state, and federal permits.

Phase One B Task 4 is intended to plan for and develop an updated Site Plan/Layout for the above-described Expanded Project, while also conceptualizing technical design modifications and approaches to addressing comments received to date from the District as well as local stakeholders. A primary objective of Task 4 is to obtain concurrence from SFMWD on the updated Site Plan/Layout and other design elements and technical approaches that will be advanced to Phase One B Task 5 (Preliminary Design of the Expanded Project). Task 5 is intended to accomplish the work of ESR submittal 3 (Preliminary Design). Consistent with the ESR, Task 5 deliverables will not be signed and sealed by the Engineer of Record. Phase One B Task 6 (Land Transfer Documentation) includes the preparation and submittal of documents to support the District's processes for possible transfer of the Project land during Phase Two.

The Developer Team will 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 (3-dimensional (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)
- 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
- Hydraulic & 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 plan/vegetation management
- Water quality
- Public use and recreation amenities

Workshops with District staff (and others) are planned as part of Phase One in preparation for each Phase One deliverable. Prior to each workshop, the Developer Team will prepare a targeted subject agenda to be discussed. During these workshops, the attendees (District staff, Developer Team members, etc.) 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 workshops.

Decisions reached during the workshops will also be documented in a Decision Log, that will be provided to the District for review and comment.

Following submittal of each deliverable, it is expected that the District will review the documentation and data for technical completeness, compliance with the ESR, and decisions reached during the workshops/meetings as documented in a Decision Log. 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. The review of each deliverable will follow the District's Engineering and Construction Bureau's submittal technical review process. The Developer Team will prepare and present a formal TRB to District management. The objective of the briefing will be to assure the District that there is a sound basis for the continued design of the Project and that the District's goals and objectives will be satisfied if the Project advances to Phase Two. The Developer Team, in consultation with the District's PM, will prepare the agenda and presentation material as appropriate for the briefing and respond to questions from attendees. The Developer Team will prepare minutes for the workshop, documenting guidance and decisions made by the District.

The Conformed submittal for Task 5 will be required to completely address District comments to enable District reviewers to close-out all review comments prior to delivery of the Phase Two 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).
- Applicable SFWMD Pump Station Guidelines.
- Applicable SFWMD ROW Guidelines.
- Applicable USACE requirements.
- Applicable FDOT standards.

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- Applicable FPL requirements.
- Other applicable national and industry design codes.

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

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-1110-2-1905	Bearing Capacity of Soils
EM-1110-1-1906	Soil Sampling
EM-1110-2-2104	Strength Design for Reinforced-Concrete Hydraulic 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
TM-5-818-5	Dewatering and Groundwater Control
TM-5-818-8	Engineering Use of Geotextiles

Constructability 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, herein referred to as a Regulatory Plan. It is expected that regulatory, local agency, municipal, construction, state and federal permits/approvals will be required to implement this Project. Considering the processing time associated with the USACE Clean Water Act Section 404 and USACE Section 408 Program approval process, the Developer Team, in conjunction with the District, will establish early coordination touch points with the USACE to obtain a Section 408 Program authorization for all proposed improvements that impact the USACE levee system.

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Integrated into the Phase One B Task 5 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 USACE 404/408 process. Following USACE review of the initial application and/or authorization request, Requests for Information (RFIs) are expected to be received. 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. An updated list of anticipated permits and approvals will be provided as part of the Phase Two Stipulated Payments and Deliverables Proposal.

Permit No.	Permit/Approval Name	Lead Agency	Application Schedule
1	Clean Water Act Section 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/Incidental Take Permit (ITP)	USFWS	Phase One
2	USACE Section 408 Program Authorization (i.e. permission to alter a USACE Civil Works project)	USACE	Phase One/Two
2a	H&H analysis	USACE	Phase One
3	Northern Everglades and Estuaries Protection Program (NEEPP) / Lake Okeechobee Protection Program (LOPP) Permit	FDEP	Phase One
3a	Jurisdictional Wetland Delineation – verification acquired	FDEP	Phase One
3b	UMAM analysis	FDEP	Phase One
3c	Stormwater analysis	FDEP	Phase One
3d	Flood Zone compensation analysis	FDEP	Phase One
3e	Sediment/soils sampling	FDEP	Phase One
3f	Clean Water Act Section 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

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Permit No.	Permit/Approval Name	Lead Agency	Application Schedule
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 County	Phase Two
11	Issue Building Permit – Substation / Transmission Line	Okeechobee County	Phase Two
12	Conditional Use Permit	Okeechobee County	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 County	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 County	Phase Two
20	Floodplain Development Approval (if necessary)	Okeechobee County	Phase Two
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 County	Phase Two
25	Demolition Permit	Okeechobee County	Phase Two
26	Dewatering Permit – Pump Station	SFWMD	Phase Two
27	Dewatering Permit – STA Basins	SFWMD	Phase Two
28	Dust Control Plan Approval	Okeechobee County	Phase Two
29	Earth Moving Permit	Okeechobee County	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 County	Phase Two
34	Storm Water Pollution Prevention (SWPP) Discharge Permit	FDEP	Phase Two
35	Close Electrical Permit – Substation / Transmission	FPL	Phase Two
36	Close Plumbing Permit – Substation / Transmission	Okeechobee County	Phase Two

Permit No.	Permit/Approval Name	Lead Agency	Application Schedule
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 Tasks 1-3 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 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 STA 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 inch = 50 feet 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 CFR 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 United States Fish and Wildlife Service (USFWS) 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.

▪ 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 (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.
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 Task 5. The Developer's geotechnical engineer 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 STA 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.

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, Task 3 – Preliminary Design

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.
- **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, Task 3 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).

Phase One B, Task 4 – Project Expansion Planning and Expanded Project Layout Development

Task 4 includes various activities and work products intended to plan for and develop an updated Site Plan/Layout for the 4,800-acre Expanded Project that will be advanced during Preliminary Design of the Expanded Project (Task 5). Task 4 is expected to be completed within two (2) months of the District's Task 4 notice to proceed (NTP). During Task 4, Developer will engage with District staff to conceptualize and

document an updated Site Plan/Layout and develop and document technical design modifications and approaches to addressing comments received to date from the District as well as local stakeholders on the Draft Preliminary Design submitted by the Developer to the District in June 2023. Developer is to prepare and submit a Project Layout Technical Memorandum to the District and organize and lead an Updated Site Plan Workshop with District staff. Task 4 also includes various public outreach activities in close coordination with the District as well as coordination with FPL to determine electrical infrastructure requirements (e.g. substation) for the Project as well as to define and assign related responsibilities to the Developer, the District and FPL. During Task 4, Developer will also prepare a Wildlife Hazard Review Memorandum with information on existing and future potential hazards to the Okeechobee County Airport and continue to conduct time-critical biological surveys of federal- and state-listed species to obtain relevant data to ensure target permit application submittal timeframes are maintained.

Project Layout Technical Memorandum

Developer will prepare and submit a Project Layout Technical Memorandum that presents and describes the updated Site Plan/Layout for the Expanded Project. The Project Layout Technical Memorandum will provide a brief background on the Project, including Project goals, and describe the major features of the updated Site Plan/Layout. The Project Layout Technical Memorandum will also present proposed modifications that respond to specific review comments provided by the District on the Draft Preliminary Design submitted by the Developer in June 2023. The review comments are related to the co-location of water control structures, elevation changes within neighboring STA cells, and the conveyance of embankment breach flows. In addition, the Project Layout Technical Memorandum will identify design modifications proposed to be incorporated to address specific comments from local stakeholders.

FPL Coordination

The Developer Team will coordinate with FPL in support of modifications that may be required for the existing power distribution system to be incorporated into the proposed Project features. This coordination includes monthly meetings and other communication with FPL as well as developing and providing necessary data or reports to FPL as a result of the meetings.

Wildlife Hazard Review Memorandum

Developer will prepare and submit a Wildlife Hazard Review Memorandum that includes an evaluation of existing and future potential wildlife hazards to the Okeechobee County Airport.

Public Outreach

In close collaboration with the District, Developer will engage and communicate with interested stakeholders about the Project, conduct outreach activities to inform the public and other interested parties about the status of the Project and solicit input from stakeholders. Specifically, Developer will hold two community meetings within Okeechobee County in August 2023. In addition, Developer will establish and maintain a Project-specific website that provides Project background and details, a timeline of Project-related activities, information on the Project's design status, conceptual renderings/drawings, schedules, relevant correspondence, information on community meetings, and the ability to accept public input and stakeholder comments. No design-related deliverables will be provided on the Project-specific website; any distribution of design-related deliverables will be coordinated by SFWMD.

Workshops/Meetings/Other Key Activities

- Developer to participate in various Meetings with District staff to discuss comments on the Draft Preliminary Design+ and potential approaches to address District comments – virtual and in-person meetings – November 2023 through March 2024
- Participation by Developer in weekly meetings with District Project Management Team (~30 minutes)
- Developer participation in Project discussion with District – West Palm Beach – November 2, 2023
- Developer participation in Project discussion with District – West Palm Beach – November 20, 2023
- Updated Site Plan Workshop with District organized and led by Developer – West Palm Beach – March 6 and 7, 2024
- Inflow Pump Station Workshop with District led by Developer – Okeechobee – April 18, 2024
- Developer to develop and maintain a Project-specific website
- Presentation by Developer to the Okeechobee County Board of County Commissioners – Okeechobee – August 10, 2023
- Two Community Meetings and Public Information Sessions organized and led by Developer – Okeechobee – August 29, 2023
- Presentation by Developer to the County Coalition for the Responsible Management of Lake Okeechobee, St. Lucie and Caloosahatchee Estuaries and Lake Worth Lagoon – Okeechobee – September 8, 2023
- Meeting with FDOT Aviation Office organized and led by Developer – May 3, 2024
- Meeting with Federal Aviation Administration (FAA) organized and led by Developer – date TBD
- Developer to continue to conduct biological surveys for state- and federal-listed species on both the Original and Additional Project Properties to obtain relevant data to ensure target permit application submittal timeframes are minimally affected.

Task 4 Deliverables:

4.1 Project Expansion Planning and Expanded Project Layout Development

- a. Draft Project Layout Technical Memorandum (PDF)
- b. Responses to District comments on the Draft Project Layout Technical Memorandum entered into DrChecks, if warranted
- c. Updated Project Layout Technical Memorandum and Decision Log summarizing forward path (PDF)
- d. Draft Minutes of Updated Site Plan Workshop (Word and PDF)
- e. Final Minutes of Updated Site Plan Workshop (Word and PDF)
- f. Wildlife Hazard Review Memorandum evaluating existing and future potential wildlife hazards to the Okeechobee County Airport (PDF)

Phase One B, Task 5 – Preliminary Design for the Expanded Project

Following completion of Task 4, the Developer Team will begin advancing the design of the Project as part of Task 5. Task 5 is expected to be completed within nine (9) months of the District's Task 5 NTP. The Task 5 submittal will include the delivery of plan sheets, technical specifications, an updated draft POM, a Construction Schedule, a Regulatory Plan, and a DDR that reflects the Preliminary Design for the Expanded Project. As noted previously, the level of detail presented in the conformed Task 5 submittal will comply with the Preliminary Design ESR submittal except as noted below:

Phase One Statement of Work and Milestones
Lower Kissimmee Basin STA

- An Opinion of Probable Construction Costs will NOT be provided (Note: the Phase Two Stipulated Payments and Deliverables Proposal will provide proposed payments for Final Design, Land Transfer, Construction, Operations, etc.).
- A Horizontal and Vertical Control Survey will NOT be provided (Note: this will be provided as part of Final Design during Phase Two).
- Preliminary Design-level technical specifications WILL be provided, in lieu of a Specification Outline that is required by the ESR.

The Conformed submittal for Task 5 will be required to completely address District comments to enable District reviewers to close-out all review comments prior to delivery of the Stipulated Payments and Deliverables Proposal.

GIP for the Expanded Project

In advance of submittal of the Draft Preliminary Design deliverable, Developer will prepare and submit an updated Geotechnical Data Report to enable early review by District staff. This activity is expected to be completed within five (5) months of the District's Task 5 NTP. The District's review of this deliverable will follow the District's standard technical review process and District comments will be documented in DrChecks.

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.

The GIP for the Expanded Project will use previous geotechnical data as well as new data, primarily to be gathered in the previously unexplored Additional Property, to develop the design criteria for the STA, embankments, culverts, spreader canals, inflow canals, outflow canals, seepage management systems, water control structures and erosion control systems to be designed for the Project. The GIP will include additional Standard Penetration Test (SPT) borings (ASTM D1586) and 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.

It is anticipated that additional GIP activities will be performed during Phase Two and will focus on any anomalies identified during Phase One (Note: scope of work to be provided in the Stipulated Payments and Deliverables Proposal for Phase Two).

As part of the GIP for the Expanded Project, onsite piezometers will be installed within the Additional Property to facilitate the performance of permeability testing and groundwater monitoring. In addition, off-site piezometers will attempt to be installed at select locations surrounding both the Original and Additional Properties. The number and location of installed off-site piezometers is dependent on cooperation by local landowners and, therefore, could prove to be challenging. Assistance from SFWMD staff will likely be needed to coordinate with local landowners and/or to assist in identifying potential SFWMD- or other public-owned land that could accommodate installation of off-site piezometers.

Groundwater monitoring at existing onsite piezometers within the Original Project Property is ongoing and will continue. Groundwater monitoring of new onsite (within the Additional Property) and offsite piezometers will start once piezometer installation is complete. Daily groundwater level data referenced to the NAVD88 vertical datum will be collected and submitted to SFWMD approximately monthly. Developer will also prepare a brief technical memorandum summarizing pertinent information related to all installed onsite and offsite piezometers.

Geotechnical Analyses of Embankments

Embankments will be analyzed for embankment and foundation seepage, slope stability, and settlement. Sensitivity evaluations for key engineering inputs during analysis will be performed to obtain reasonable and representative results.

Seepage analysis will be performed to examine the seepage conditions under and through the proposed and existing embankments under critical conditions and to identify the factor of safety against reaching critical hydraulic gradients along the downstream toe of the embankments and structures. Seepage analysis will be performed using the SEEP/W computer program, the analysis will be performed in accordance with SFWMD Design Criteria Memorandums (DCMs) or USACE EM 1110-2-1901 criteria, and the grid will extend sufficiently to minimize boundary effects.

The site-specific stratigraphy that is disclosed in the perimeter and interior borings, geotechnical laboratory testing and field permeability testing results will be reviewed to assign parameters used to construct the 2-dimensional seepage calculations to ensure results are representative of the conditions and properties found in the borings appropriate for the typical hydrogeologic properties known for the region.

Slope stability analysis will be performed on typical embankment sections to verify that slope stability requirements are met for the various foundation conditions. The analysis will be performed using the Limit Equilibrium Approach adapted to computer solution using the SLOPE/W computer program to identify the margin of safety against slope failure. Embankments will be analyzed for shallow and deep sliding surfaces under the range of operating water head levels. Stability analyses will be performed to evaluate embankment performance under typical operating conditions reasonably expected during the operating life of the facility. These analyses are to include under construction or built conditions (referred to as End of Construction (EOC)), under operation with the impounded water surface at normal operating pool elevations (referred to as steady state seepage or long-term conditions), maximum storage pool elevations, as well as quick reductions in operating water surface elevations during operation (referred to as sudden drawdown).

Settlement evaluations will also be performed on typical earthwork sections to identify immediate (elastic), long term, and secondary settlement potential for the proposed alignment. Elastic and consolidation settlement of the embankment will be estimated in accordance with SFWMD DCMs or USACE EM 1110-1-1904 criteria.

The preliminary slope design will consider variations in embankment side slope, embankment height, embankment material, bench distances between embankment toe of slope and canal top of bank, and operating water levels. Slope stability analyses will be performed in accordance with SFWMD DCMs or USACE EM 1110-2-1902 criteria.

Geotechnical Analyses of Seepage Canal and Inflow/Outflow Canals

Canal slopes will be analyzed for stability using the Limit Equilibrium Approach adapted to computer solution using the SLOPE/W computer program. Canal slopes will be analyzed for shallow and deep circular sliding surfaces under the range of operating water head levels. Output from the slope stability calculations will be presented as post processing canal sections with critical failure surfaces shown with corresponding minimum factors of safety.

Canal slopes will be analyzed for slope stability considering the subsurface condition defined in the perimeter borings and under the range of operating water head levels that are anticipated in the canal. Seepage analysis will examine the seepage conditions under the proposed embankment to identify the factor of safety against reaching the critical hydraulic gradient in the side slope of the seepage collection canal. The seepage analyses will be performed in accordance with SFWMD DCMs or USACE EM 1110-2-1901 criteria.

Erosion Protection

Alternatives for erosion protection will be evaluated including rip-rap, soil cement, as well as other softer schemes such as gabions and articulated blocks. Additionally, vegetation coverage for erosion protection will be considered. The erosion protection will take into consideration the embankment slope design, embankment soil types, surface water levels, freeboard requirements, fetch length, and wave run-up that could be generated from the design storm event. Stone size for protection of the embankment slopes and canals upstream and downstream of structures will be identified in accordance with SFWMD DCMs or USACE EM 1110-2-1601 and Hydraulic Design Criteria (HDC) Sheet 712-1 criteria. The suitability of the available on-site materials to produce adequate size rip-rap will also be evaluated.

Pump Stations and Water Control Structure Foundations

Data gathered from the soil borings and laboratory testing will be used to develop foundation support recommendations, as well as seepage mitigation measures for water impounding structures and/or structures that will penetrate proposed embankments. Development of the foundation type for the proposed structures will be based on the results of the field investigation and laboratory testing results. Foundation seepage and the potential for piping of subsurface materials will be evaluated for major structures. Design and construction recommendations will also be provided for retaining structures. Foundation analysis and design will be completed in accordance with pertinent USACE design manuals.

The allowable bearing capacity of the soils underlying the major structures will be computed in accordance with USACE EM 1110-1-1905 criteria. Additionally, settlement of the major structures will be estimated in accordance with USACE EM 1110-1-1904 criteria.

GIP Deliverables

Data collected from the field and laboratory investigations will be compiled into an updated Geotechnical Data Report. Site characterization including 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 Project will be compiled into an updated Geotechnical Basis of Design Memorandum. An updated Geotechnical Design Report will be generated to present and summarize the results of the geotechnical analyses and evaluations performed for the subsurface conditions encountered. The updated 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 updated Geotechnical Design Report. The updated Geotechnical Design Report will be included as an appendix to the Design Documentation Report updated to reflect Preliminary Design of the Expanded Project.

Modeling

Modeling of the STA hydraulic, hydrologic, water quality, seepage and groundwater functionality will be performed to identify the most effective and efficient STA component configurations and are anticipated to include the following activities:

- Initial analysis to evaluate the feasibility of utilizing structure S-267 as one of the Project's outflow structures.
- Initial analysis to establish hydraulic grade lines, size control and conveyance elements, and evaluate how the project would be operated to minimize impacts to Lemkin Creek and the operation of the S-133 Pump Station.
- Hydrologic modeling of on- and off-site stormwater runoff that impacts or is impacted by the Project (e.g. S-154, S-154C and S-133 basins) will be conducted and will follow SCS Unit Hydrograph methodology.
- A one dimensional (1D) hydraulic model of the STA system and adjacent areas, including inflow canals, WCS, spreader canals, treatment cells, collection canals, outflow canals and discharge to the C-38 canal via structures S-154C and S-267, will be developed to estimate system performance, establish hydraulic grade lines, and preliminarily size WCS and canals.
- A separate 1D hydraulic model of the L-62 canal, from approximately structure G-80 to the confluence of the L-62 canal and the C-38 canal, to evaluate the proposed L-62 canal divide structure (WCS-9) and the S-154 replacement WCS will be developed.
- An updated Hazard Potential Classification (HPC) will be completed following the Comprehensive Everglades Restoration Plan (CERP) DCM-1.
- Based on the HPC, revised freeboard requirements will be determined for the treatment cells using DCM-1.
- Embankment breach modeling (using HEC-RAS 2D in combination with HEC-HMS) will be conducted; three (3) embankment breaches west of the L-62 and four (4) embankment breaches east of the L-62 are anticipated to be simulated.
- Embankment breach flows are anticipated to be collected and conveyed by the seepage/outflow canals and conveyed to the C-38 canal; if overflows exceed Project infrastructure, the extents, depths and velocities will be estimated.
- Wind setup and wave run-up analysis calculations will be developed to determine the minimum freeboard requirements for the treatment cell embankments in accordance with DCM-2 methodologies.
- Seepage analysis/modeling will be conducted to evaluate large head differentials between adjacent areas (e.g. L-62 canal at design low water surface elevation and Cell 3 at maximum water surface elevation, Cell 1 at maximum water surface elevation and Cell 3 offline (water surface elevation = cell bottom elevation)).
- A MODFLOW-based 3D groundwater model of the surficial aquifer will be developed to assist in evaluating the proposed Project's potential impact on groundwater conditions in adjacent areas and

assist in designing relevant Project features to mitigate potential impacts, if needed. The focus will not be on creating a newly calibrated model, but instead on developing a smaller-scale sub-model based on SFWMD's existing Lower Kissimmee Basin Groundwater Model. The proposed sub-model will include relevant Project information and be simulated in impact-assessment mode to provide the best estimate of potential Project impacts.

Computational Fluid Dynamics (CFD) modeling and Physical modeling will NOT be performed; this work is anticipated to be implemented as part of Final Design during Phase Two.

Early Hydraulic Modeling, Seepage Modeling and Slope Stability Calculations

In advance of submittal of the Draft Preliminary Design deliverable, which is anticipated to provide detailed information on the above modeling activities, Developer will prepare and submit Technical Memorandums (TM) summarizing preliminary modeling results and calculations related to key Project elements to enable early review by District staff. The preliminary modeling activities include documentation of the initial embankment design, one-dimensional hydraulic modeling, seepage modeling, slope stability calculations and design recommendations for both the Original and Additional Project Properties. This activity is expected to be completed within five (5) months of the District's Task 5 NTP.

More specifically, this activity includes hydraulic calculations and/or modeling to evaluate the feasibility of utilizing S-267 as a project outflow structure, embankment seepage modeling at critical (i.e. high head differential) cross sections (anticipated to be at approximately seven (7) locations) and associated slope stability calculations, and embankment breach modeling, including cascading failures, as appropriate.

The calculations, design details, and recommendations will be provided to SFWMD via a Hydraulic Modeling TM and a Slope Stability Calculations and Design Recommendations TM. SFWMD's review of these TMs will follow the District's standard technical review process and District comments will be documented via DrChecks. Upon SFWMD review and transmittal of comments on the TMs to Developer, Developer will coordinate with SFWMD staff to discuss the modeling results and identify potential modifications to the modeling, calculations and/or design approaches. If needed, the design approaches and associated modeling and slope stability calculations will be updated based on SFWMD input and discussion. The modeling and slope stability calculation information, including any relevant updates and modifications, will then be re-submitted as part of the Draft Preliminary Design deliverable. Developer is not expected to respond to or evaluate District comments on Deliverable 5.2 via DrChecks. Deliverable 5.2 must pass SFWMD acceptance review before Task 5.3 may be submitted.

Topographic Survey Data Collection

The Developer Team shall engage a Professional Surveyor and Mapper, licensed in the State of Florida and reasonably acceptable to the District, to perform aerial and field survey and mapping services in the Additional Project Property. The purpose of the survey is to obtain sufficient field information to support the Preliminary Design. The surveyor shall survey the Additional Project Property in accordance with the District's current Technical Quality Control Requirement available from the District's Survey and Mapping Section and/or the District's Technical Specification Section 01050 Field Engineering and Surveying, as applicable. Survey information will be obtained within and along the perimeter of the Additional Project Property. Along the perimeter of the Project Property, all existing publicly owned infrastructure and drainageways 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, and existing utilities. It is anticipated that the locations of the geotechnical investigation sites and wetland delineations will be collected via handheld GPS units and included in the base mapping information. Finally, if needed 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 surveyor shall provide the equipment, crew, and calibrated LiDAR sensor and camera (if needed) for the collection of LiDAR data and imagery (if needed) for the requested area and shall furnish the ground crew for collection of GPS data during the LiDAR collection (if needed).
- In addition to a topographic survey of the Additional Project Property, the surveyor shall collect and process cross sections of the existing ditches and sloughs. The surveyor shall merge the cross section data obtained and the ground surface topographic survey data to provide a complete digital elevation model for the Additional Project Property.

A Horizontal and Vertical Control Survey will NOT be provided (Note: this will be provided as part of Final Design during Phase Two).

FPL Coordination

The Developer Team will coordinate with FPL in support of modifications that may be required for the existing power distribution system to be incorporated into the proposed Project features. This coordination includes monthly meetings and other communication with FPL as well as developing and providing necessary data or reports to FPL as a result of the meetings. During this task, it is also expected that the Developer will execute an agreement or contract with FPL and submit an engineering deposit payment to FPL (estimated to be approximately \$250,000) that enables FPL to initiate detailed planning and engineering design for an electrical substation.

Design Documentation Report

A Design Documentation Report (DDR), a comprehensive document that describes the goals of the Project, individual Project elements, and key design decisions and methods used and to be used by the Developer Team, that reflects the Preliminary Design will be prepared by Developer. The DDR 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. The DDR will include the following information 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.

- **Hydraulic and Hydrologic 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.
- **Water Quality Modeling.** Water quality modeling will be performed to estimate the annual removal of phosphorus.
- **GIP for the Expanded Project.** 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 preliminary design-level civil, structural, mechanical, and electrical design information will be provided as part of the DDR.
- **Draft Project Operations Manual (POM).** A draft POM, to be provided within the DDR, will be prepared to reflect the information provided in the Preliminary Design for the Expanded Project and will include background, inflow sources, operational objectives, descriptions of Project features, and operational strategies. Specific operational strategies to be described include treatment cell start-up operations, normal operations, pre-storm operations, extreme flow operations, drought conditions operations, operations during construction and operations to initiate and maintain treatment cell(s) out of service for maintenance.
- **50-Year O&M Costs.** 50-year O&M Lifecycle costs for the Project will be provided as part of the DDR.
- **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.
- **Decision Log.** Developer will prepare and regularly update a Project Decision Log. The Decision Log is a tool intended to record the definable feature of work, the question(s) that arose regarding that feature, the decision(s) that have been made, and assist in avoiding conflicts or disputes that may

arise. The Decision Log is anticipated to include the date of the decision, the decision maker(s), the decision itself, the rationale for the decision, and the outcome of the decision. The Decision Log shall be clear and concise and shall be made accessible to all relevant Project team members to enable transparency.

- **Draft Quality Management Plan.** In addition to submitting Quality Certificate(s) of Compliance for the DDR, a Draft Quality Management Plan that details the Quality Control/Quality Assurance procedures implemented by the Developer Team will also be provided.

Attached to the DDR, the Developer Team will include draft and/or final workshop minutes, documentation of analysis completed, communication strategies, technical specifications, DRT documentation, topographic surveys, and applicable memoranda and references.

Workshops/Meetings/Other Key Activities

- Developer will prepare for and lead a Preliminary Design Operations and Maintenance Access Options Workshop.
- Developer will prepare for and lead a Preliminary Design Comment Response Workshop.
- Developer will prepare for and lead a Preliminary Design TRB, which will be scheduled by District staff.
- Developer will participate in weekly meetings with the District Project Management Team (~30 minutes).
- Developer will participate in monthly meetings with FPL (~60 minutes).
- In close coordination with SFWMD, Developer will assist SFWMD in preparing Project-related information and materials and will participate in approximately four (4) community meetings for local stakeholders and elected officials.
- Developer will coordinate and attend an in-person workshop with the USACE at their offices in Jacksonville (or other USACE-preferred location).
- In close collaboration with the District, Developer will schedule, prepare for, and lead a Phase Two workshop to share the format and level of detail for the delivery of the Stipulated Payments and Deliverables Proposal as well as to discuss the proposed Phase Two scope of work. The Phase Two scope of work is anticipated to include the planned advancement of the design, permit applications, land transfer, construction sequencing, facility start-up, sequence of operations, annual operations reporting, and turnover of the Project to the District.

Task 5 Deliverables:

5.1 Workshops

- a. Draft Minutes of Preliminary Design Workshops (Word and PDF)
- b. Final Minutes of Preliminary Design Workshops (Word and PDF)
- c. Draft Minutes of Preliminary Design Technical Review Briefing (Word and PDF)
- d. Final Minutes of Preliminary Design Technical Review Briefing (Word and PDF)

5.2 Geotechnical Data Report, Early Hydraulic Modeling, Seepage Modeling and Slope Stability Calculations

- a. Geotechnical Data Report

- b. Hydraulic Modeling Technical Memorandum (Word and PDF)
- c. Slope Stability Calculations and Design Recommendations Technical Memorandum (Word and PDF)

5.3 Draft Preliminary Design

- a. Draft Preliminary Design Plan Sheets (DWG and PDF)
- b. Draft Design Documentation Report updated to reflect Preliminary Design (Word and PDF)
- c. Draft Technical Specifications (Word and PDF)
- d. Draft 50-year Lifecycle Cost Analysis of Operations and Maintenance Costs (Excel and PDF)
- e. Draft Preliminary Level Construction Schedule (PDF)
- f. Draft Decision Log (Excel and PDF)
- g. Draft Topographic Survey of the Additional Project Property, and any updated topographic survey information for the Original Project Property (DWG and PDF)

5.4 Draft Project Operations Manual (DPOM)

- a. Draft Project Operations Manual (Word and PDF)
- b. Updated Draft Project Operations Manual (Word and PDF)

5.5 Permit Applications

- a. Draft Regulatory Plan including Draft Permit Applications (Word and PDF)
- b. Updated Regulatory Plan including Updated Permit Applications (Word and PDF)

5.6 Conformed Preliminary Design

- a. Conformed Preliminary Design Plan Sheets (DWG and PDF)
- b. Updated Design Documentation Report updated to reflect Preliminary Design (Word and PDF)
- c. Updated Draft Technical Specifications (Word and PDF)
- d. Updated 50-year Lifecycle Cost Analysis of Operations and Maintenance Costs
- e. Updated Preliminary Level Construction Schedule (PDF)
- f. Updated Decision Log (TBD and PDF)
- g. Updated Topographic Survey of the Additional Project Property, and any updated topographic survey information for the Original Project Property (DWG and PDF)
- h. Preliminary Design DrChecks Comments and Responses (Excel Exported from DrChecks)

5.7 Groundwater Monitoring

- a. Technical Memorandum summarizing information related to all installed onsite and offsite piezometers (Word and PDF)
- b. Groundwater level daily data, proposed to be collected and delivered monthly (Excel)

Phase One B, Task 6 – Land Transfer Documentation

Developer will prepare documents to support the District's processes for possible transfer of the Project land during Phase Two. Task 6 is expected to be completed within nine (9) months of the District's Task 6 NTP. Documents being prepared include:

Cultural Resources Assessment Survey

Original Project Property

A draft Cultural Resources Assessment Survey (CRAS) of the Area of Potential Effect (APE) for the Original Project Property (~3,400 acres) dated March 2021 was previously submitted to the District's Tribal and Federal Affairs Liaison for review and comment. This CRAS was then updated in January 2022 and submitted to the District as part of Phase One A Task 1 (Reconnaissance Study) in July 2022. The CRAS was then updated in March 2023 and submitted to the District as part of Phase One B Task 3 (Preliminary Design+) in June 2023. The CRAS of the APE for the Original Project Property (updated, if warranted) will be re-submitted to the District as part of Task 6.

Additional Project Property

A CRAS for the Additional Project Property (~1,400 acres) was prepared in September 2022 and will be submitted to SFWMD for review as part of Task 6. In general, the CRAS shall facilitate gaining additional information about the Additional 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 CRAS reports are not acceptable to 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. 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). 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. 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 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 Site Assessment

Original Project Property

Developer will update the Phase II ESA for the Original Project Property (dated August 2023) addressing FDEP comments received in December 2023.

Additional Project Property

The Developer provided a Phase I ESA of the Additional Project Property, dated October 29, 2021, prepared by L.S. Sims & Associates, LLC (LSSA), to the District for review and comment. While the October 2021 Phase I ESA did not identify any Recognized Environmental Conditions (RECs), based on a limited review of the existing Phase I ESA and publicly available documentation for the site, the following are considered potential RECs that may be identified during completion of a new proposed Phase I ESA: 1) sod farming possibly dating back to 1957; 2) maintenance and staging areas associated with sod farming and/or agricultural/rangeland activities; 3) pump stations; 4) fill dirt associated with backfilling of drainage ditches and/or wetland areas; 5) use of wetland and low-lying areas for disposal of solid or hazardous waste. Developer will conduct a new Phase I ESA for the Additional Project Property in strict conformance with ASTM 1527-21, taking into account elements of ASTM 2247-23 where applicable and useful.

If warranted based on the findings of the new Phase I ESA for the Additional Project Property, Developer will prepare a Phase II ESA Sampling Plan to assess the Additional Project Property for point and non-point source contaminant impacts within the Additional Project Property in accordance with the Protocol for Assessment, Remediation and Post-Remediation Monitoring for Environmental Contaminants on Everglades Restorations Project (FDEP 2008). The point source assessment shall be implemented consistent with the FDEP guidelines and regulations, including Chapter 72-780, Florida Administrative Code (FAC). Non-point source impacts, including agricultural field assessments, will strictly follow the Protocol for Assessment, Remediation and Post-Remediation Monitoring for Environmental Contaminants on Everglades Restorations Project (FDEP 2008).

A draft Phase II ESA Sampling Plan for the Additional Project Property 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 Phase II ESA Sampling Plan. After District comments are addressed, the Phase II ESA Sampling Plan shall be submitted to the FDEP and the United States Fish and Wildlife Service (USFWS) for review and concurrence (as applicable).

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

Upon completion of the field work, a Phase II ESA shall be prepared that summarizes the fieldwork, sampling assessment activities, and laboratory analysis. The Phase II ESA 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 also complete a Screening Level Ecological Risk Assessment (SLERA) for soils that exceed screening level criteria. The Phase II ESA and SLERA will be prepared in accordance with the Protocol for Assessment, Remediation and Post-Remediation Monitoring for Environmental Contaminants on Everglades Restorations Project (FDEP 2008)

A draft Phase II ESA and SLERA 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 Phase II ESA and SLERA. After District comments are addressed, the Phase II ESA shall be submitted to the FDEP and USFWS for review and concurrence (as applicable).

Activities Anticipated to be Conducted during Phase Two

During Phase Two and upon obtaining concurrence from FDEP and USFWS on the Phase II ESA(s) and SLERA(s), Developer shall, if warranted for regional contaminant impacts, prepare a Soil Management Plan (SMP) to mitigate contaminant impacts and, if warranted for point-source impacts, prepare a draft Site Assessment Report (SAR) and/or Remedial Action Plan (RAP), as required by Chapter 62-780, FAC, to mitigate contaminant impacts. During Phase Two and upon approval of the plans to mitigate impacts from non-point and/or point sources, it is anticipated that Developer shall implement corrective and remedial actions to mitigate contaminant impacts.

Boundary Survey

The Developer Team shall engage a Professional Surveyor and Mapper, licensed in the State of Florida and reasonably acceptable to the District, to prepare a Certified Boundary Survey Map (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 prepared 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.

Developer will evaluate all title objections related to the Additional Project Property that are 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 Additional Project Property to the District.

Workshops/Meeting/Other Key Activities

- Meeting with District and FDEP to discuss the Updated Phase II ESA for the Original Project Property
- Meeting with District and FDEP to discuss the Phase I ESA for the Additional Project Property
- Meeting with District and FDEP to discuss the Draft Phase II ESA Sampling Plan for the Additional Project Property, if warranted
- Meeting with District and FDEP to discuss the Draft Phase II ESA for the Additional Project Property, if warranted

Task 6 Deliverables:

6.1 Cultural Resources Assessment Survey

- a. Cultural Resources Assessment Survey for the Original Project Property (updated, if warranted)
- b. Cultural Resources Assessment Survey for the Additional Project Property (Note: if appropriate, this may be integrated with or appended to Deliverable 6.1a)

6.2 Environmental Site Assessment

- a. Updated Phase II ESA for the Original Project Property addressing FDEP comments received in December 2023 on the August 2023 Phase II ESA
- b. Phase I ESA for the Additional Project Property
- c. Draft Phase II ESA Sampling Plan for the Additional Project Property, if warranted
- d. Updated Phase II ESA Sampling Plan for the Additional Project Property, if warranted

Phase One Statement of Work and Milestones
Lower Kissimmee Basin STA

- e. Draft Phase II ESA for the Additional Project Property, if warranted
- f. Updated Phase II ESA for the Additional Project Property, if warranted

6.3 Boundary Survey

- a. Boundary Survey and legal description of Project Property proposed to be transferred to SFWMD, as adjusted to exclude certain Project buffer areas in response to comments from local stakeholders and to enable the direct transfer of approximately 5-6 acres of land from Developer to FPL to enable FPL to construct, operate and maintain an electrical substation anticipated to be required for the Project (Note: per discussions with SFWMD real estate staff, a single combined boundary survey of both the Original and Additional Project Properties, adjusted to exclude certain buffer areas, will be prepared).
- b. Written Response to each title matter properly objected to by SFWMD 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 Additional Project Property to the District.

AMENDED 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

To be invoiced after approval by District	\$4,658,000
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**AMENDED
EXHIBIT B**

PHASE ONE – PAYMENT AND DELIVERABLE SCHEDULE

Phase One Payment and Deliverable Schedule (cont'd)

Phase One B

**Task 4: Project Expansion Planning and Expanded Project Layout
Development**

4.1. Project Expansion Planning and Expanded Project Layout Development	\$2,762,000
To be invoiced after approval by District	\$2,762,000

Task 5: Preliminary Design for the Expanded Project

5.1 Workshops	\$598,000
5.2 Geotechnical Data Report, Early Hydraulic/Seepage Modeling and Slope Stability Calculations	\$975,000
5.3 Draft Preliminary Design	\$3,940,000
5.4 Draft Project Operations Manual	\$385,000
5.5 Permit Applications	\$282,000
5.6 Conformed Preliminary Design	\$2,168,000
5.7 Groundwater Monitoring	\$858,000
Each of Deliverables 5.1 – 5.7 to be invoiced after approval by District	\$9,206,000

Task 6: Land Transfer Documentation

6.1 Cultural Resources Assessment Survey	\$154,000
6.2 Environmental Site Assessment	\$498,000
6.3 Boundary Survey	\$392,000
Each of Deliverables 6.1 – 6.3 to be invoiced after approval by District	\$1,044,000

Phase One Tasks 1-3 Total:	\$10,588,000
Phase One Tasks 4-6 Total:	\$13,012,000
Phase One Total:	\$23,600,000

AMENDED EXHIBIT F

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR REVISED PARTICIPATION SCHEDULE

Contract No.	4600004527	Date Submitted	Aug 1, 2024
Project Name & Location	Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee, FL	Project Start Date	12-15-2021
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	WIRX Engineering, LLC	515 Las Olas Blvd, Suite 120 Fort Lauderdale, FL 33301	954-451-0354	Geotechnical Engineering Investigations and Analysis, Design Support	3.5%	
SBE Subcontractor	GreenSource Environmental Professionals, Inc.	15315 Indian Head Dr Tampa, FL 33618	813-264-4324	Permitting, Wetland Delineation, Biological Assessments	11.0%	
SBE Subcontractor	Archaeological Consultants, Inc.	8110 Blaikie Ct, Suite A Sarasota, FL 34240	941-379-6206	Archaeological, Historical and Cultural Resources	0.5%	
SBE Subcontractor	NovelEsolutions, Inc.	42881 Lake Babcock Dr, Suite 200, Babcock Ranch, FL 33982	239-220-4138	Phase I/II Environmental Assessments, Soil Sampling	2.0%	
Total Participation					see next page	
Total Contract						

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.

WIRX Engineering, LLC: added to provide additional expertise
NovelEsolutions, Inc.: added to provide additional expertise

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.


Heath A. Rushing (Aug 1, 2024 10:27 CDT)
Bidder/Proposer Signature

Manager

Title

Aug 1, 2024

Date

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR REVISED PARTICIPATION SCHEDULE

Contract No.	4600004527	Date Submitted	Aug 1, 2024
Project Name & Location	Lower Kissimmee Basin Stormwater Treatment Project, Okeechobee, FL	Project Start Date	12-15-2021
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	Wetland Solutions, Inc.	5302 NW 156th Ave Gainesville, FL 32653	386-462-9286	Water Quality Evaluations, Design Support	1.0%	
SBE Subcontractor	Radise International, LC	4152 W Blue Heron Blvd, #1114 Riviera Beach, FL 33404	561-841-0103	Geo Investigation Program Geo Analysis and Reports Design Support	5.0%	
SBE Subcontractor	Sustainable Water Infrastructure Group	3201 1st Ave S., Suite 212 Seattle, WA 98134	206-276-9178	Basis of Design Preliminary Engineering Permitting	3.0%	
SBE Subcontractor						
Total Participation					26.0%	
Total Contract						

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.

Wetland Solutions, Inc.: added to provide additional expertise
 Radise International, LC: 5% reflects work completed to date; no additional work anticipated
 Sustainable Water Infrastructure Group: 3% reflects work completed to date; no additional work anticipated

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.


 Heath A. Rushing (Aug 1, 2024 10:27 CDT)
 Bidder/Proposer Signature

Manager

Title

Aug 1, 2024

Date

AMENDED EXHIBIT G

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. **4600004527**

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.

WIRX Engineering, LLC

(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: 82-3346253

SBE Subcontractor Certification Expiration Date: 6-2-2026

SBE Subcontractor

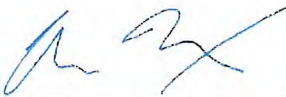
The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the

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	Geotechnical Engineering Investigations and Analysis	\$	3.0 %
2	Design Support	\$	0.5 %
3		\$	%
Total Value of Work		\$	3.5 %

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



SBE Subcontractor Signature

Andrew Nixon / Managing Partner

Title

05/29/24

Date

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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

May 9, 2023

REGISTERED VENDOR NO.: 122838

Clifford Hippolyte, Owner
WIRX Engineering, LLC
515 E Las Olas Boulevard, Suite 120
Fort Lauderdale, FL 33301

CERTIFICATION EFFECTIVE DATE:
June 2, 2023

CERTIFICATION EXPIRATION DATE:
June 2, 2026

Dear Mr. Hippolyte:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

**Professional and Geotechnical Engineering; Materials Testing; Construction Management;
Engineering Inspections; Environmental Assessment Services**

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "JDollar", is written over a light blue circular stamp.

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 4600004527

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, 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: 26-4774836

SBE Subcontractor Certification Expiration Date: 4-12-2027

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, Wetland Delineations, Biological Assessments	\$	11.0 %
2		\$	%
3		\$	%
Total Value of Work		\$	11.0 %

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


SBE Subcontractor Signature

Vice President

Title

05/13/2024

Date

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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

March 30, 2021

REGISTERED VENDOR NO.: 123227

Ms. Pamela Harris, President
Green Source Environmental Professionals, Inc.
15315 Indian Head Dr.
Tampa, FL 33618

CERTIFICATION EFFECTIVE DATE:
April 12, 2024

CERTIFICATION EXPIRATION DATE:
April 12, 2027

Dear Ms. Harris:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Ecosystem Restoration, Environmental Permitting, Mitigation and Conservation Bank Development and Environmental Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "JDollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. **4600004527**

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.

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: 59-1712538

SBE Subcontractor Certification Expiration Date: 1-4-2025

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	Archaeological, Historical and Cultural Resources	\$	0.5 %
2		\$	%
3		\$	%
Total Value of Work		\$	0.5 %

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

Mamuel Almy Kiles
SBE Subcontractor Signature

President
Title

May 10, 2024
Date

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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

January 4, 2022

REGISTERED VENDOR NO.: 101573

Ms. Marion M Almy, President
Archaeological Consultants Incorporated
8110 Blaikie Court, Suite A
Sarasota, FL 34240

CERTIFICATION EFFECTIVE DATE:
January 4, 2022

CERTIFICATION EXPIRATION DATE:
January 4, 2025

Dear Ms. Almy:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Archaeological Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "JDollar", is written over a light blue circular stamp.

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 4600004527

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.

NovelEolutions, Inc.

(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: 47-2738088

SBE Subcontractor Certification Expiration Date: 6-28-2027

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	Phase I/II Environmental Assessments, Soil Sampling	\$	2.0 %
2		\$	%
3		\$	%
Total Value of Work		\$	2.0 %

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


SBE Subcontractor Signature

President
Title

July 29, 2024
Date

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





SOUTH FLORIDA WATER MANAGEMENT DISTRICT

June 7, 2024

REGISTERED VENDOR NO.: 120629

Ms. Liza Grudin, President
NovelEsolutions, Inc.
42881 Lake Babcock Dr, Suite 200
Babcock Ranch, FL 33982

CERTIFICATION EFFECTIVE DATE:
June 28, 2024

CERTIFICATION EXPIRATION DATE:
June 28, 2027

Dear Ms. Grudin:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Professional, Civil, Environmental and Stormwater Engineering Services; Geotechnical Services; Permitting Services; Stormwater Modeling and Design; Soil and Water Sampling; Hydrogeology and Environmental Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. 4600004527

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.

Wetland Solutions, 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: 59-3675281

SBE Subcontractor Certification Expiration Date: 12-13-2024

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	Water Quality Evaluations, Design Support	\$	1.0 %
2		\$	%
3		\$	%
Total Value of Work		\$	1.0 %

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

Christy H. Keller

SBE Subcontractor Signature

President

Title

May 9, 2024

Date



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

December 13, 2021

REGISTERED VENDOR NO.: 104253

Mr. Christopher Keller, President
Wetland Solutions, Inc.
5302 NW 156th Avenue
Gainesville, FL 32653

CERTIFICATION EFFECTIVE DATE:
December 13, 2021

CERTIFICATION EXPIRATION DATE:
December 13, 2024

Dear Mr. Keller:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

**Professional & Environmental Engineering Services; Environmental Assessment and Research; and
Environmental Consulting Services**

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "JDollar", is written over a light blue circular stamp.

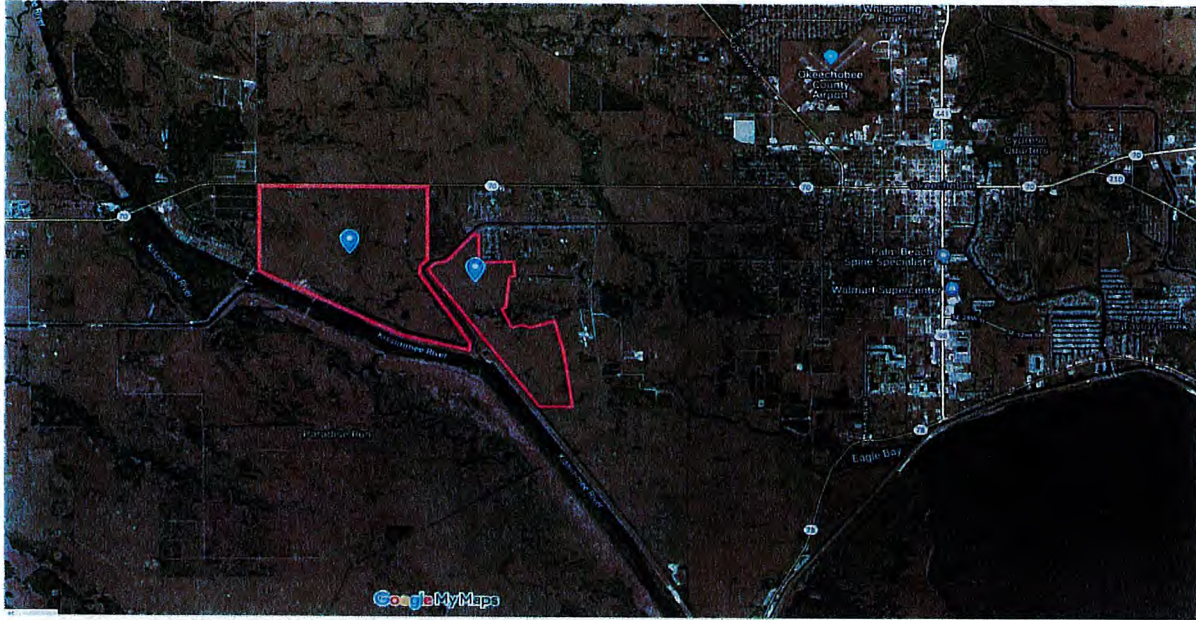
Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

**AMENDED
EXHIBIT J**

LEGAL DESCRIPTIONS AND MAPS

ORIGINAL PROJECT PROPERTY:



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.

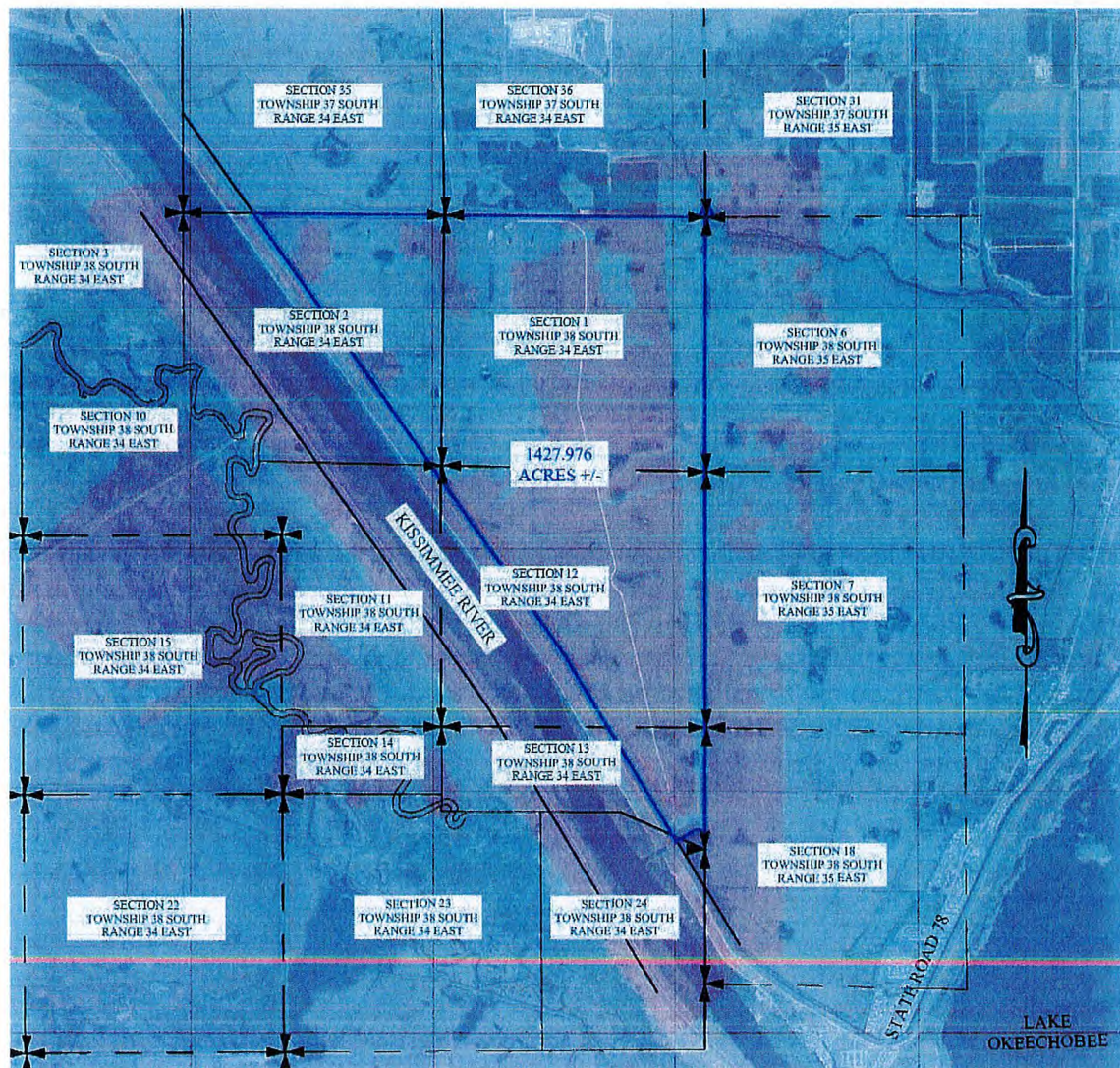
The sidelines of said easement to be lengthened or shortened to the intersection with said Southerly extension of the West line of said parcel described in Official Records Book 248, Page 1536, and the Easterly extension of the North line of said parcel described in Official Records Book 383, Page 1173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

ADDITIONAL PROJECT PROPERTY:



TRACT 1:

Begin at the Southeast Corner of Section 1, Township 38 South, Range 34 East and run North on Section Line 0°09' East 18.60 Chains for the POB; run thence North 89°34' West parallel with North boundary of said Section 97.91 Chains to the intersection of the Easterly boundary line of Government North Shore Levee in Section 2; thence North 35°07' West along Easterly boundary line aforesaid 75.07 Chains to the intersection of North boundary line of Section 2; thence South 89° 34' East along North boundary line of Section 2, 61.60 Chains to the Northwest corner of Section 1 thence continuing on said bearing and on North boundary of Section 1, 80 Chains to the Northeast corner of said Section 1; thence South 0°09' West 61.40 Chains to the POB. Said lands lying and being in Section 1 and 2, Township 38 South, Range 34 East.

TRACT 2:

All those parts of Sections 11, 12 and 13, Township 38 South, Range 34 East, lying East of Government North Shore Levee, also beginning at Southeast corner of Section 1 and run North 0°09' East, along range line and East boundary of Section 1, 18.60 Chains; thence North 89°34' West, 80 Chains to West boundary of Section 1, and continuing on same bearing 13.08 Chains through Section 2, to Easterly right-of-way line of Government North Shore Levee; thence South 35°07" East, along said boundary of Government North Shore Levee 22.74 Chains to intersection with South boundary of Section 2; thence South 89°34' East, along South boundary of Section 2, 4.83 Chains to Southwest corner of Section 1, and continuing on same bearing along South boundary of Section 1, 80 Chains to the Southeast corner of Section 1 and Point of Beginning. said lands lying and being in Township 38 South, Range 34 East.

TRACT 3:

Beginning at the Southwest corner of Section 31, Township 37 South, Range 35 East, and run thence North along the West boundary line of said Section 31 for a distance of 415.09 feet to a point on the centerline of Limpkin Creek, as now located; thence run South 33°18'00" East along said centerline of Limpkin Creek, as now located, for a distance of 495.94 feet, more or less, to a point on the South boundary line of the aforesaid Section 31; thence run South 89°52'30" West along said Section line for a distance of 272.29 Feet to the POB. Said land lying in and comprising a part of Section 31, Township 37 South, Range 35 East.

TRACT 4:

Beginning at the Southeast corner of Section 36, Township 37 South, Range 34 East, and run thence North along the East boundary line of said Section 36 for a distance of 210 feet to a point; thence run South 29°53'00" West for a distance of 240.22 feet to a point on the South boundary line of the aforesaid Section 36; thence run South 89°24'15" East along the section line for a distance of 120.00 feet to the POB. Said land lying in and comprising a part of Section 36, Township 37 South, Range 34 East.

TRACT 5:

TOGETHER with non-exclusive easement(s) for the benefit of Tracts 1, 2, 3, and 4, as set forth in that certain Non-Exclusive Easement for Ingress, Egress and Utilities between R Bar Estates, Inc., a Florida corporation, Lake Cattle Trust, and Res R-Bar Land, LLC, a Delaware limited liability company, recorded January 28, 2022 in Official Records File No. 2022001246, of the Public Records of Okeechobee County, Florida.

**AMENDED
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 December 15, 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, at the appraised value and subject to the terms and conditions hereinafter set forth, that certain real property comprising approximately **4,830 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 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.

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, to the extent not previously provided to BUYER, 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:

Hanson Bridgett LLP
Attn: Erica Brinitzer-Graff
500 Capitol Mall, Suite 1500
Sacramento, CA 95814
ebrinitzer@hansonbridgett.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: _____

By: _____

Managing Partner

Print Name: _____

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