



Interoffice Memorandum

October 11, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Ed Torres, M.S., P.E., LEED AP, Director
Utilities Department

A handwritten signature in black ink, appearing to be "Ed Torres", written over the "FROM:" line.

SUBJECT: BCC AGENDA ITEM – Consent Agenda
October 26, 2021 BCC Meeting
Cypress Lake Water Wheeling Infrastructure Master Cost-Sharing Agreement
Contact Person: Teresa Remudo, P.E., Deputy Director
Utilities Department
407-254-9803

On August 30, 2011, the Board approved the Interlocal Agreement Amongst the Water Cooperative of Central Florida, Orange County and Reedy Creek Improvement District Relating to the Preliminary Design and Permitting of the Alternative Water Supply Project Known as the Cypress Lake Wellfield and Related Matters. The Interlocal Agreement defined all parties' financial and implementation obligations for permitting, a water transmission study, and design of the Cypress Lake Wellfield project.

Since approval of the Interlocal Agreement, Orange County has become a member of the Water Cooperative of Central Florida and has continued to participate in design of the project. As part of the design, the parties initiated a water transmission study which identified benefits to a water wheeling project among the parties.

The Cypress Lake Water Wheeling Infrastructure Master Cost-Sharing Agreement (Agreement) establishes a mechanism for sharing the cost of water wheeling infrastructure amongst the benefiting parties. The Agreement establishes the process and terms for reimbursement of costs for all wheeling infrastructure, which includes costs previously incurred and future costs. This is a multi-year project which will require several Sub-Agreements for all portions of the water wheeling infrastructure in the future. The total cost of all water wheeling infrastructure is estimated at \$274,726,292 of which \$100,109,100 is estimated as Orange County's share.

Included with this Agreement are the first four Project Sub-Agreements SA-1, SA-2, SA-3, and SA-4 which include reimbursement for five already constructed water wheeling infrastructure segments. The total cost of these segments is \$5,312,117 of which \$2,433,644 is Orange County's share.

The County Attorney's Office has reviewed the Agreement and finds it acceptable. Utilities Department staff recommends approval.


Action Requested: **Approval and execution of Water Wheeling Infrastructure Master Cost-Sharing Agreement between and among the Water Cooperative of Central Florida, the City of St. Cloud, the Tohopekaliga Water Authority, Orange County, and Polk County and authorization for the County Administrator to approve and execute Project Sub-Agreements Nos. SA-1, SA-2, SA-3, and SA-4.**

All Districts.



Interoffice Memorandum

TO: Katie Smith, Deputy Clerk
Comptroller Clerk of BCC

FROM: Georgiana Holmes, Assistant County Attorney 
County Attorney's Office

RE: Cypress Lake Water Wheeling Infrastructure Master Cost-Sharing Agreement,
Utilities Department Consent Item 4, Legislative File 21-1302
Date of BCC Approval: October 26, 2021

DATE: November 18, 2021

For the Project Sub-Agreement for Cost-Sharing of Wheeling Infrastructure No. SA-1, please note the inclusion of a signature block for Reedy Creek Improvement District was a scrivener's error. Reedy Creek Improvement District is not a party to the Sub-Agreement No. SA-1 or the Water Wheeling Infrastructure Master Cost-Sharing Agreement, and accordingly that signature block can remain blank. Upon execution by Tohopekaliga Water Authority, Orange County, and Polk County, please record the document as normal.

Should you need additional information, please do not hesitate to contact my office.

GH/mhl

BCC Mtg. Date: October 26, 2021

Water Wheeling Infrastructure Master Cost-Sharing Agreement

This Water Wheeling Infrastructure Master Cost-Sharing Agreement ("Agreement") is entered into as of the Effective Date as hereinafter defined between and among the Water Cooperative of Central Florida ("Cooperative"), the City of St. Cloud ("St. Cloud"), the Tohopekaliga Water Authority ("TWA"), and Orange County, Polk County, also each individually referred to as "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Cooperative is a unit of local government created for the purpose of fostering innovative regional cooperation amongst its member governments and other special purpose and general purpose local governments; and

WHEREAS, St. Cloud, TWA, Orange County, Polk County and the Reedy Creek Improvement District ("RCID") each owns and operates a Water System, as defined herein below, and have entered into the Cypress Lake Alternative Water Supply ("CLAWS") Agreement; and

WHEREAS, RCID anticipates withdrawing from the CLAWS Agreement and entering into a Bulk Rate Wholesale Agreement with TWA and the Parties desire to set forth their responsibilities when RCID withdraws from the CLAWS Agreement; and

WHEREAS, the Parties desire to optimize the existing groundwater supplies of St. Cloud, TWA, Orange County, Polk County; and

WHEREAS, the Parties participated in a review called "Cypress Lake Potable Water Transmission, Optimization and Interconnection Analysis and Conceptual Design Water Wheeling Plan," that indicated there are benefits to Water Wheeling, as defined in section 3.14; and

WHEREAS, the Parties seek to efficiently participate in Water Wheeling between critical portions of each of their Water Systems; and

WHEREAS, the Parties wish to establish a mechanism for sharing Costs of Wheeling Infrastructure, both as defined herein below, among benefitting Water Systems; and

WHEREAS, the Cooperative will serve as Program Administrator for implementation of the Agreement, but may designate an agent, subject to the consent of all Parties, which consent may not be unreasonably withheld, to act on its behalf.

Now therefore, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1.0 Recitals and Preamble

1.01 The recitations set forth in the WHEREAS clauses are true and correct, form a material part of the Agreement, and are incorporated herein.

1.02 Participation in the Agreement is an obligation of any entity that is a party to the CLAWS Agreement, except for RCID, since it will be withdrawing from the CLAWS Agreement. The water allocations set forth in the CLAWS Agreement shall govern the Parties and shall be implemented by the Agreement.

1.03 Every Conveying Party, as defined in section 3.04, has an obligation to provide Wheeling Infrastructure, as defined in section 3.15, in accordance with the Water Wheeling Infrastructure Plan, as defined in section 3.16, attached hereto and incorporated herein as Exhibit 1, and as described in section 4.02.

2.0 Authority

The Agreement is entered into by the Parties under the following authorities:

2.01 The Cooperative, a public body and unit of local government created by interlocal agreement, enters into the Agreement under the authority of its charter and Section 163.01(7)(g), Florida Statutes.

2.02 The City of St. Cloud, a municipal corporation of the state of Florida, enters into the Agreement under the authority of Section 166.021, Florida Statutes, which, as provided in Section 2(b), Art VIII of the State Constitution, grants municipal corporations the governmental, corporate and proprietary powers necessary to enable them to conduct municipal government, perform municipal functions and render municipal services.

2.03 TWA, an independent special district created by special act of the Florida Legislature, enters into the Agreement under the authority of Chapter 2003-368 (as amended by Chapters 2007-287, 2013-266 and 2018-186), Laws of Florida.

2.04 Orange County, a charter county, enters into the Agreement under the authority of its home rule powers, as well as Sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a), and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.05 Polk County, a charter county, enters into the Agreement under the authority of its home rule powers, as well as Sections 125(1)(k)1, 125.01(1)(p), 125.01(3)(a), and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

3.0 Definitions

3.01 "Agreement" means this Water Wheeling Infrastructure Master Cost-Sharing Agreement, as it may from time to time be amended, and any Project Sub-Agreement, as defined in section 3.10, entered into pursuant to the Agreement.

3.02 "Bulk Rate Wholesale Agreement" means an agreement between a Receiving Party and a Conveying Party for the purchase and sale of water at a rate and upon conditions to be set forth therein.

3.03 "Connection Point" means the physical location or locations where the Wheeling Infrastructure of a Water System, as defined in section 3.13, joins with the Wheeling Infrastructure of the adjoining Water System. More than one such location may be developed under the terms of the Agreement.

3.04 "Conveying Party" means a Party that is a participant in a Project Sub-Agreement and is providing its Wheeling Infrastructure for purposes of conveying water to a Receiving Party, as defined in section 3.11, in that Project Sub-Agreement.

3.05 "Costs" means the expenses involved in design, permitting, construction, installation and subsequent Long-Term Maintenance, as defined in section 3.09, of one or more segments of Wheeling Infrastructure.

3.06 "Cost-Share" means the advance payment or reimbursement of Costs, or any combination of both, as provided in a Project Sub-Agreement. Cost-Sharing is the act of sharing the Costs as provided in a Project Sub-Agreement.

3.07 "Effective Date" means the last date the Agreement is recorded in the public records of Polk, Orange and Osceola counties.

3.08 "General Maintenance" means routine maintenance intended to keep the Wheeling Infrastructure in an efficient operating condition. General Maintenance is not Long-Term Maintenance and, therefore, is not reimbursable under the Agreement. General Maintenance includes, but is not limited to, flushing, valve turning, and similar functions.

3.09 "Long-Term Maintenance" means expenditures that extend or renew the predicted life of an asset, including, but not limited to, valve replacement, rehabilitation, and replacement of Wheeling Infrastructure.

3.10 "Project Sub-Agreement" means an addendum to the Agreement, as provided in section 4.0, setting forth the individual responsibilities of the Parties involved in sharing of Costs for specifically identified segments of Wheeling Infrastructure, following the format set forth in Exhibit 2 attached hereto and incorporated herein and containing such other terms and conditions as the Parties thereto may reasonably require.

3.11 "Receiving Party" means a Party that is a participant in a Project Sub-Agreement and is not the Conveying Party in that Project Sub-Agreement.

3.12 "Water Service" means potable water which is pumped from a source, treated, transmitted and distributed in accordance with applicable governmental requirements and regulations.

3.13 "Water System" means those facilities that are operated, maintained and replaced by a Conveying Party in order to provide Water Service within its service area or to one or more Receiving Parties through Water Wheeling.

3.14 "Water Wheeling" means the use of all or a portion of a Conveying Party's Water System to transport Water Service to one or more Receiving Parties.

3.15 "Wheeling Infrastructure" means that portion of a Conveying Party's Water System that are listed in the Water Wheeling Infrastructure Plan and are used for Water Wheeling between any Conveying Party and one or more Receiving Parties.

3.16 "Water Wheeling Infrastructure Plan" means the schedule set forth in Exhibit 1, as may be updated from time to time as provided in the Agreement.

3.17 "Water Wheeling Infrastructure Replacement" means any Long-Term Maintenance representing more the 50% of the original cost of the Water Wheeling Infrastructure in a Project Sub-Agreement.

4.0 Framework; Water Wheeling Infrastructure Plan; Previously-Advanced Costs and Project Sub-Agreements; Design, Permitting, and Construction; Regulatory Compliance and Disclosure; General and Long-Term Maintenance, Notice of Planned and Emergency Repair

4.01 Framework

The Agreement establishes the framework and general terms for reimbursement of Costs incurred prior to the Effective Date as well as for future Cost-Sharing among the Parties or combinations of them. Future Cost-Sharing for specific segments of Wheeling Infrastructure will be addressed through Project Sub-Agreements that at a minimum will include, without limitation: a location map and description of the segment(s) of Wheeling Infrastructure covered by the Project Sub-Agreement; and a schedule for reimbursement/payment of Costs. The Project Sub-Agreements will be appended to the Agreement upon execution of each and will form part of the Agreement. Project Sub-Agreements will be executed in accordance with the respective signature authority of the executing Parties. The Agreement does not encompass the terms of sale or purchase of Water Service among the Parties, which will be covered under separate Bulk Rate Wholesale Agreements.

4.02 Water Wheeling Infrastructure Plan

The initial Water Wheeling Infrastructure Plan covered under the Agreement and the proportionate payment of each Party is listed in Exhibit 1. The annual Water Wheeling Infrastructure Plan update shall contain at least a five-year look ahead. The Water Wheeling Infrastructure Plan will be updated by the Program Administrator with additions, deletions or modifications, including Long-Term Maintenance Cost estimates provided by Conveying Parties on an annual basis as part of the Cooperative budget process according to the following scheduling milestones:

- April 15 - Conveying Parties shall provide the Program Administrator with good faith projections of updates to all projects. For projects not yet constructed the information shall include updates to project schedules including anticipated start of design, start of construction, and construction completion as well as updated Cost estimates. For projects already in service, the projection shall include a description and Cost estimates for any planned Long-Term Maintenance within the five-year projection.
- May – The Program Administrator will facilitate a review by the staff representatives of all Parties in advance of presenting the updated Water Wheeling Infrastructure Plan to the Cooperative Board of Supervisors.
- July or as otherwise scheduled – The Program Administrator will present the updated Water Wheeling Infrastructure Plan at the regular meeting of the Cooperative Board of Supervisors concurrent with the draft Cooperative budget.

The Parties may periodically undertake more significant updates to the Water Wheeling Infrastructure Plan. Staff representatives for the Parties will define a mutually agreeable schedule for updates of this nature.

Each Party shall pay its proportionate Cost-Share as set out in the Project Sub-Agreement(s) in the manner described in section 5.03. Project Sub-Agreements shall be executed as required based on the Water Wheeling Infrastructure Plan and shall be the sole mechanism for establishing any Party as a Conveying Party or Receiving Party and establishing final Cost-Sharing obligations for each segment of Wheeling Infrastructure. A Party to a Project Sub-Agreement commits to Long-Term Maintenance when it enters into the Project Sub-Agreement. Cost-Sharing in Long-Term Maintenance will be undertaken according to the proportionate share established in the Project Sub-Agreement as provided in section 4.05.2.

4.03 Previously-Advanced Costs and Project Sub-Agreements

Certain Parties have previously-advanced Costs that are reimbursable under the Agreement. The previously-advanced Costs for each segment of the Water Wheeling Infrastructure Plan previously completed are included on Exhibit 1 and shall be the subject of the Project Sub-Agreement(s) executed simultaneously with the execution of the Agreement.

4.04 Design, Permitting, and Construction

4.04.1 Except for Cost-Sharing in the design, permitting, and construction of Wheeling Infrastructure, each Conveying Party shall be responsible at its own cost and expense for all design, permitting, and construction of its own Water System, which will be designed in a manner consistent with the Conveying Party's then current design standards. Each Conveying Party contracting for work subject to Cost-Sharing shall abide by all state and local laws and ordinances regulating public contracts and its own procurement policies, as applicable to such Party. Each Conveying Party shall use commercially reasonable efforts to complete construction of its own Water System's Wheeling Infrastructure to make the Wheeling Infrastructure available for Water Wheeling to each Receiving Party of a Project Sub-Agreement. Each Conveying Party shall retain ownership of its own Wheeling Infrastructure.

4.04.2 Regulatory Compliance and Disclosure

Each Conveying Party shall be solely responsible for securing such permits or other regulatory approvals as may be required for implementation of the Wheeling Infrastructure that is part of its Water System and shall supply any Receiving Party participating in a Project Sub-Agreement a copy of any such regulatory approvals once obtained. No Conveying Party shall construct or operate the Wheeling Infrastructure within its Water System until all applicable regulatory permits or approvals have been obtained. All Parties shall at all times comply, in all material respects, with applicable local, state, and federal regulations in connection with the Wheeling Infrastructure within its Water System. In the event of a non-compliance, the Party responsible shall use best efforts to resolve the non-compliance as promptly as possible.

4.05 General and Long-Term Maintenance, Notice of Planned and Emergency Repair

4.05.1 Acting in accordance with generally accepted water sector practices, each Conveying Party shall be responsible at its own cost and expense for making commercially reasonable efforts to provide and keep its owned portion of the Wheeling Infrastructure in proper working order, as necessary to meet its conveyance obligation under any Project Sub-Agreement and to avoid premature Long-Term Maintenance. General Maintenance will not be expensed but will be factored into the rate of Bulk Rate Wholesale Agreements.

4.05.2 Long-Term Maintenance Costs will be subject to Cost-Sharing among the Parties to the Project Sub-Agreement that encompasses the segment of Wheeling Infrastructure requiring maintenance at the percentage of contribution, as set forth in such Project Sub-Agreement.

4.05.3 Notice of Long-Term Maintenance Costs on the Wheeling Infrastructure shall be provided to the Parties as part of the annual Water Wheeling Infrastructure Plan update. In the event that a Conveying Party identifies needed Long-Term Maintenance where the Water Wheeling Infrastructure Plan process will not provide at least an 18-month notice to affected Receiving Parties, the Conveying Party shall provide notice of the planned Long-Term Maintenance Costs as soon as practicable.

4.05.4 If emergency work is needed, notice shall be provided as soon as practicable and will be subject to Cost-Sharing as Long-Term Maintenance at the percentage of contribution, as set forth in such Project Sub-Agreement.

4.05.5 The General Maintenance and Long-Term Maintenance obligations of any Conveying Party as to its Wheeling Infrastructure shall continue as long as the CLAWS Agreement and the applicable Project Sub-Agreement are in place and the segment of Wheeling Infrastructure is needed.

5.0 Administration and Invoicing

5.01 Duties of the Program Administrator

The Cooperative shall serve as Program Administrator either directly or through its agent, if one is named. Within thirty days after the Effective Date, the Cooperative or its agent shall designate a staff person to serve as Project Manager for the Program Administrator. The Program Administrator will update the Water Wheeling Infrastructure Plan based on the entry of each Project Sub-Agreement(s) and forward revisions to the Parties within ten business days of receipt of each Project Sub-Agreement. In addition, the Program Administrator will review the Water Wheeling Infrastructure Plan no less than annually to determine if any adjustments need to be made thereto, including, without limitation, to the five-year projection comprising a portion thereof. The Program Administrator will undertake more frequent updates to the Water Wheeling Infrastructure Plan as the Program Administrator becomes aware of substantive changes to the Water Wheeling Infrastructure Plan and will promptly notify the Parties thereof.

5.02 Recordation of Project Sub-Agreements

Within thirty days after execution, the Parties to the Project Sub-Agreement shall provide the executed copy of the Project Sub-Agreement to the Program Administrator who shall record the same in the public records of the county or counties where the Agreement is recorded. Within thirty days after the recording of a Project Sub-Agreement, the Program Administrator will provide a recorded copy to the Parties.

5.03 Responsibilities of the Parties

Within sixty days after approval of an invoice by the Conveying Party under a Project Sub-Agreement, such Conveying Party shall invoice the Receiving Parties participating in the Project Sub-Agreement. The Receiving Parties participating in the Project Sub-Agreement shall make payments to the Conveying Party within sixty days of receipt of an invoice from the Conveying Party.

5.04 Credits

In the event that funds are received by any Party to a Project Sub-Agreement due to recovery of costs or damages from a third-party, such funds will be delivered to, and held by, the Conveying Party and credited and/or delivered (as applicable) to the Parties to the Project Sub-

Agreement involved in accordance with their respective percentages of contribution, as set forth in such Project Sub-Agreement. Such funds shall be either be applied as a credit against amounts otherwise payable by the Parties to the Project Sub-Agreement within sixty days after receipt from the third-party or delivered to the Parties within sixty days after receipt from the third-party. By way of example and not limitation, if a third-party was to break a portion of the Water Wheeling Infrastructure covered by a Project Sub-Agreement, and the Conveying Party received funds from the third-party with respect thereto, such funds would be credited to all Parties to the Conveying Party at their respective percentages of contribution, as set forth in such Project Sub-Agreement.

5.05 Grants

To the extent feasible, the Parties will pursue funding available to all the Parties and if those funds are secured they will be shared proportionately according to the applicable Project Sub-Agreement for which the funding is secured. The Parties also agree to not impede acquisition of grants that would not be available to all Parties for the purposes of the Agreement or any Project Sub-Agreement.

6.0 Informal Resolution

In the event of any disagreement between the Parties as to the implementation of the Agreement or any matters arising hereunder, the Cooperative will serve to facilitate and encourage informal discussions among the Parties. Nothing herein shall prevent the Parties from pursuing other remedies as set forth in the Agreement.

7.0 Rules of Construction

7.01 Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The term "day" shall refer to a calendar day unless otherwise indicated. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to the Agreement and the term "hereafter" shall mean after the Effective Date of the Agreement. References to sections shall refer to the provisions of the Agreement unless expressly referenced otherwise.

7.02 Each recital, covenant, agreement, representation and warranty made by a Party shall be deemed to have been material and to have been relied on by the other Parties. All of the Parties have participated in the drafting and preparation of the Agreement. The provisions hereof shall not be construed for or against any Party by reason of authorship.

8.0 Section Headings

Any headings preceding the texts of the several sections of the Agreement or any exhibit hereof shall be solely for convenience of reference and shall neither constitute a part of the Agreement nor affect its meaning, construction or effect.

9.0 Withdrawal from the Agreement; Withdrawal by a Receiving Party; Withdrawal by a Conveying Party in a Project Sub-Agreement; Withdrawal Procedure; Existing Obligations; Early Termination; RCID Special Conditions

9.01 Withdrawal from the Agreement.

The Parties recognize that Water Wheeling and Cost-Sharing are efficient and cost-effective means of maximizing the resources of the Parties for design, permitting, construction, and maintenance of Wheeling Infrastructure. The Parties further recognize that entry into the Agreement and any Project Sub-Agreement constitutes a significant commitment to long-term cooperation and participation in the Agreement. A Party may withdraw from the Agreement only if it is not a Conveying Party in any Project Sub-Agreement. Accordingly, the withdrawal provisions of this section 9.0 may only be used as follows:

9.01.1 Withdrawal by a Receiving Party.

A Receiving Party may withdraw from the Agreement and must withdraw from the corresponding Project Sub-Agreement(s) if it withdraws from the CLAWS Agreement. However, no Receiving Party may withdraw if it remains as a Conveying Party under any Project Sub-Agreement.

9.01.2 Withdrawal by a Conveying Party in a Project Sub-Agreement.

To ensure no adverse impact on the conveyance of water or adverse fiscal impact to any Receiving Parties, a Conveying Party may only withdraw from a Project Sub-Agreement upon the consent of every Receiving Party to that Project Sub-Agreement.

9.01.3 Withdrawal Procedure.

Subject to the above, a Party may withdraw from the Agreement upon one year's written notice as provided herein accompanied by a copy of a duly adopted action from its governing body. Upon issuance of written notice, the withdrawing Party may only participate in decisions pertaining to matters in existence prior to issuance of the notice. Upon the completion of the notice period, the withdrawing Party shall have no further rights under the Agreement or any Project Sub-Agreement, but shall be responsible for existing obligations as noted in section 9.02.

9.02 Existing Obligations.

Withdrawal shall not relieve any Party from its design, permitting, construction, installation and/or Long-Term Maintenance Cost-Sharing responsibilities stated in the Project Sub-Agreement(s) of which it has been a Party, except that a withdrawing Party shall not be responsible to contribute toward the cost of future Water Wheeling Infrastructure Replacement. In order to effectuate its withdrawal from the Agreement, the withdrawing Party shall file its adopted action and notice of withdrawal with the other Parties following the notice provisions of section 14.0. Additionally, after a Party has delivered notice of its withdrawal in accordance with section 9.01.3, and prior to initiation of design of Water Wheeling Infrastructure Replacement, the

remaining Parties to the Project Sub-Agreement shall update the Water Wheeling Infrastructure Plan and Project Sub-Agreement to reflect revised individual responsibilities of all Conveying and Receiving Parties to the Water Wheeling Infrastructure covered by the Project Sub-Agreement. The updated Project Sub-Agreement can, at the sole option of the remaining Parties to the applicable Project Sub-Agreement, reduce or eliminate the withdrawn Party's Cost-Sharing responsibilities but cannot increase those responsibilities. Upon execution of a revised Project Sub-Agreement to authorize the Water Wheeling Infrastructure Replacement, the withdrawing or withdrawn Party shall have no further Cost-Share obligations for the affected Water Wheeling Infrastructure segment(s).

9.03 Early Termination.

The Agreement may be terminated before the expiration of the term as set forth in section 12.0 by unanimous consent of all the Parties.

9.04 RCID Special Conditions.

RCID intends to withdraw from the CLAWS Agreement completely or through entry into a Bulk Rate Wholesale Agreement with TWA.

9.04.1 In the event RCID and TWA enter into a Bulk Rate Wholesale Agreement, the portion of the pipelines contained in the Water Wheeling Infrastructure Plan designated as necessary to serve RCID shall become the obligation of Toho.

9.04.2 If RCID and TWA do not enter into a Bulk Rate Wholesale Agreement, as contemplated by section XIX. J. of the CLAWS Agreement, the Parties shall reevaluate all pipelines that were designated to serve RCID in the Water Wheeling Infrastructure Plan. For any pipelines that have not been constructed, the Water Wheeling Infrastructure Plan or any applicable Project Sub-Agreements shall be modified to reflect RCID's exit. For any pipelines that have already been constructed, the Party or Parties who opt to accept some portion of RCID's allotted share under the CLAWS Agreement shall reimburse TWA for any Costs advanced on behalf of RCID pursuant to the CLAWS Agreement, with 3% interest, in proportionate share to the allocation allotted to them, or any subsequent assignee, by the division of RCID's share of capacity allotted in the CLAWS Agreement. In addition, the Party or Parties who opt to accept some portion of RCID's allotted share under the CLAWS Agreement shall assume the corresponding Long-Term Maintenance responsibilities for each Project Sub-Agreement that serviced RCID.

10.0 Enforcement, Penalties and Opportunity to Cure a Breach

10.01 Subject to the limitations set forth in this section (including, without limitation section 10.03), any aggrieved Party may have recourse to such remedies in law and equity as may be necessary to ensure compliance with the provisions of the Agreement, including injunctive relief to mandate compliance with or enjoin or restrain any Party from violating the provisions of the Agreement.

10.02 The Parties expressly agree that the consideration, in part, for each of them entering into the Agreement is the willingness of each of the others to limit the remedies for all actions arising out of or in connection with the Agreement as to the other Parties. Therefore, notwithstanding any provision of the Agreement to the contrary, upon any failure by any Party to perform its obligations under the Agreement, each Party shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the right to collect any Costs due hereunder, to include the repayment of any excess or overcharged Costs.

Nothing in the Agreement precludes the ability of the Parties to any Project Sub-Agreement to recover costs or damages from third parties. However, any funds received must be accounted for as provided in section 5.04.

10.03 Notwithstanding anything herein to the contrary, each Party, on behalf of itself and its respective successors and assigns, hereby agrees that no Party shall be liable to any other Party for any direct, indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of services, revenues, profits or business opportunities, and all Parties hereby waive any and all claims and causes of action hereafter accruing for the recovery of such direct, indirect, special, punitive or consequential damages.

10.04 The provisions of this section 10.0 shall survive the expiration and any termination of or withdrawal from the Agreement.

10.05 In the event of a breach by a Party for failure to comply with the provisions of the Agreement, the Party claiming the breach shall give notice to the other Parties, setting forth with specificity the provision(s) of the Agreement that have not been observed by the breaching Party. The breaching Party shall have a cure period of sixty days after receipt of notice of breach within which to cure or otherwise comply with those obligations violated and set forth in the notice, or, if the breach cannot be reasonably cured within sixty days, then the breaching Party shall not be in default hereunder if it commences to cure such breach within sixty days and thereafter prosecutes such cure diligently to completion. Should the breaching Party fail to cure or otherwise comply with such violated obligations, then the Party claiming the breach may seek such remedies as set forth in this section 10.0. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when made in accordance with the requirements of section 14.0.

11.0 Conflicts and Waivers with Regard to Consultants and Other Professionals

Because of the proximity of the Parties and the similarity of their utilities endeavors, consultants and other professionals they individually engage or employ may seek to also provide services to each other or to the Parties collectively. Therefore, from time to time, such consultants and professionals may seek conflict waivers from the Parties. Such requests for waivers should be

promptly requested with relevant information necessary for an informed decision and then be promptly considered, and said waivers may not be unreasonably withheld.

12.0 Term of Agreement

The term of the Agreement shall commence on the Effective Date, and shall continue for so long as there are Project Sub-Agreements with tasks to be completed, infrastructure remaining in service, or fifty years, whichever comes later. The term may be extended upon agreement of all of the Parties existing at such time.

13.0 Amendments and Waivers

13.01 Except as otherwise provided herein, no amendment, supplement, modification or waiver of the Agreement shall be binding unless executed in writing by all Parties in the case of the Agreement or by all Parties to a Project Sub-Agreement, in the case of a Project Sub-Agreement.

13.02 To the extent any Party has outstanding bonds, obligations or other evidence of indebtedness (the holder of any being a "Debt Holder"), the Agreement may not be amended or modified in any way that is materially adverse to a Debt Holder without the consent in writing of the Debt Holder, or any insurer or credit enhancer duly authorized to provide such consent on behalf of such Debt Holder.

14.0 Notices

14.01 All notices, certificates or other communications required to be made under the Agreement shall be given in writing and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the Parties at the following addresses:

St. Cloud:
City Manager
City of St. Cloud
1300 Ninth Street
St. Cloud, Florida 34769

With copy to:

Environmental Utilities Director
City of St. Cloud Public Works Department
1300 Ninth Street
St. Cloud, Florida 34769

City Attorney
1300 Ninth Street
St. Cloud, Florida 34769

Tohopekaliga Water Authority:
Executive Director
Tohopekaliga Water Authority
951 Martin Luther King Boulevard
Kissimmee, Florida 34741

Orange County:
County Administrator
County Administrator's Office
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

With copy to:

Orange County Attorney
P.O. Box 1393
Orlando, Florida 32802

Director
Orange County Utilities
9150 Curry Ford Rd.
Orlando, Florida 32825-7600

Polk County:
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831-9005

With copy to:

Polk County Attorney
Drawer AT01/P.O. Box 9005
Bartow, Florida 33831-9005

Utilities Director
Drawer ET01/P.O. Box 9005
Bartow, Florida 33831-9005

14.02 Any Party may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed.

15.0 Immunity; Limited Liability

15.01 All of the privileges and immunities from liability and exemptions from laws, ordinances and rules that apply by law to any Party shall apply to the activity of officials, officers, agents or employees of the Parties when performing their respective functions and duties under the provisions of the Agreement.

15.02 The Parties are and shall be subject to Section 768.28, Florida Statutes, and any other provisions of Florida law governing sovereign immunity and notwithstanding any provision of the Agreement to the contrary, nothing herein shall be deemed a waiver of sovereign immunity.

16.0 Severability

In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17.0 Execution in Counterparts

The Agreement (including without limitation, any Project Sub-Agreement) or adopted action required hereunder, may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

18.0 Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Unless otherwise required by law, venue for any action or proceeding to construe or enforce the provisions of the Agreement or any matters associated therewith shall lie in, if in state court, the Ninth or Tenth Judicial Circuit of Florida, and if in federal court, the Middle District of Florida, Orlando Division. In any such legal proceedings the Parties hereby consent to trial by court and waive the right to seek a jury trial as to any issues so triable.

19.0 Entire Agreement; Effect on Prior Agreements

The Agreement, including its Project Sub-Agreements, constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the matters set forth herein. However, nothing herein is intended to amend or replace any existing agreement between any of the Parties.

20.0 Recordation

The Agreement shall be recorded by the Program Administrator in the public records of each county where a Party is located.

21.0 Disclaimer of Third-Party Beneficiaries

The Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereto or for the benefit of any third-party not a Party to the Agreement, including but not limited, to the general public.

22.0 Time of the Essence

Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in the Agreement, subject to reasonable extension for force majeure.

IN WITNESS WHEREOF, the undersigned has caused the Agreement to be duly executed and entered into as of the Effective Date.

CITY OF ST. CLOUD, FLORIDA

By: Nathan Blackwell
Nathan Blackwell, Mayor

Date: 8/12/2021

ATTEST:

By: Linda P. Jaworski
Linda Jaworski, City Clerk

IN WITNESS WHEREOF, the undersigned has caused the Agreement to be duly executed and entered into as of the Effective Date.

BOARD OF SUPERVISORS
TOHOPEKALIGA WATER AUTHORITY

By: 

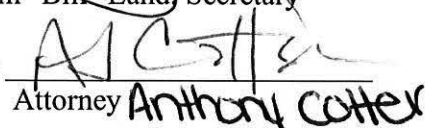
Hector Lizasuain, Chair

Date: October 13, 2021

ATTEST:

By: 

William "Bill" Land, Secretary

Approved by: 

Attorney Anthony Cotter

IN WITNESS WHEREOF, the undersigned has caused the Agreement to be duly executed and entered into as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

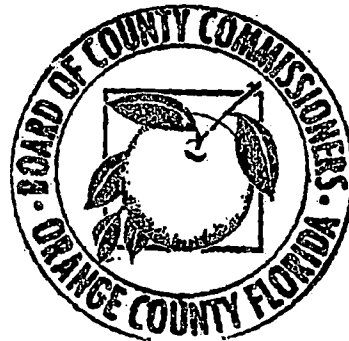
By: *Jerry L. Demings*
for Jerry L. Demings, Orange County Mayor

Date: October 26, 2021

ATTEST:

Phil Diamond, C.P.A., County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk



IN WITNESS WHEREOF, the undersigned has caused the Agreement to be duly executed and entered into as of the Effective Date.

POLK COUNTY, FLORIDA
a political subdivision of the State of Florida

By: _____

T. R. Wilson, Chair
Board of County Commissioners



Date: 10/5/21

ATTEST Stacy M. Butterfield, Clerk

By: _____

Allison Holland
Deputy Clerk


Approved by: _____

Ann Donnelly
Attorney

IN WITNESS WHEREOF, the undersigned have caused the Agreement to be duly executed and entered into as of the Effective Date.

THE WATER COOPERATIVE OF CENTRAL FLORIDA


By: Its Board of Supervisors




Linette Matheny, Chair



Nicole Wilson, Vice Chair



Hector Lizasuain, Secretary



Neil Combee

Exhibit 1

Water Wheeling Infrastructure Plan

Exhibit 1. Cypress Lake Transmission Schedule (rev. July 15th, 2021)

Exhibit 1. Cypress Lake Transmission Schedule (rev. July 15th, 2021)																									Key:		Cost Share Projects					Completed Cost Share Projects					No Cost Share Projects					Transmission Cost Schedule-All Utilities, MILS									
Project Information				Total Pipe Flow Based %										Transmission Cost Schedule-All Utilities, MILS																																					
Sub-agreement Number	Project Number	Project Name	Project Description	2014 Project Capital Cost	Cost Sharing Projects' Capital Cost	Conveying Party	Receiving Party	Project Const. Year 1	Project Const. Year 2	Project Const. Year 3	Total Phase 2 PIPE Flow, MGD	Phase 2 CLT Allocation, MGD	STC Flow, MGD	TWA Flow, MGD	OCU Flow, MGD	PCU Flow, MGD	RCID Flow, MGD	STC Flow, %	TWA Flow, %	OCU Flow, %	PCU Flow, %	RCID Flow, %	2021	2022	2023	2024	2025	2026-2035 Subtotal																							
	CL1-B-02	Grand Cypress/Cypress Walk Booster	New 11 MGD Booster Station near South Lake on Winter Garden Vineland Rd. or at the Cypress Walk WSF to transfer water from OCU's South to Southwest WSA	\$3,400,000	\$4,497,829	OCU	OCU	2025	2026	0	3.80	3.80	0	0	3.8	0	0	0%	0%	100%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.4	\$4.1																								
	CL1-I-01	Cypress Walk to PS-C Interconnect	New 1,900 LF of 16" pipe and interconnect assembly to transfer water from RCID PS-C to Cypress Walk WSF storage tank until Phase II is implemented	\$832,000	\$1,100,645	OCU	OCU	2022	2024	0	3.80	3.80	0	0	3.8	0	0	0%	0%	100%	0%	0%	\$0.0	\$0.2	\$0.0	\$0.9	\$0.0	\$0.0																							
	CL1-I-02	Shady Lane Interconnect	New pipeline and interconnect assembly connecting TWA to STC via 2,500 LF of 16" pipe from STCs planned 12" pipe on Partin Settlement Rd to TWAs Parkway WTP ground storage tank	\$2,259,000	\$2,988,411	STC	TWA	2022	2024	0	2.10	2.10	0	2.1	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.5	\$0.0	\$2.5	\$0.0	\$0.0																							
	CL1-I-03	Champions Gate Interconnect (Upgrades)	Upgrade existing interconnect 10" backflow preventers, flow meters, gate valves and piping to 20" facilities	\$250,000	\$330,723	TWA	PCU	2022	2023	0	3.00	3.00	0	0	0	3	0	0%	50%	0%	100%	0%	\$0.0	\$0.0	\$0.3	\$0.0	\$0.0	\$0.0																							
	CL1-I-04	Southern Oaks Interconnect	New interconnect from STC to TWA located off N Narcoossee Rd. STC to serve the Lake Ajay and Southern Oaks development area until TWA has sufficient piping to provide service.	\$500,000	\$661,446	STC	TWA	2020	0	0	0.40	0.40	0	0.4	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0																							
	CL1-I-05	Sherbeth Road Interconnect	Upsize Interconnect to handle additional flows and tie to proposed booster PS. 16" pipeline connecting TWA system to storage tank at PS-D	\$1,300,000	\$1,719,758	TWA	RCID	2021	2022	2023	1.20	1.20	0	0	0	0	1.2	0%	50%	0%	0%	100%	\$0.3	\$0.7	\$0.7	\$0.0	\$0.0	\$0.0																							
	CL1-P-01	Cypress Lake Segment 6	8,000 LF of 30" pipe from the intersection of S Poinciana Blvd and Pleasant Hill Rd South along Pleasant Hill Rd then along Old Pleasant Hill Rd to the intersection of Old Pleasant Hill Rd and S Doverplum Ave, then west along S Dover Plum Ave to Towne Center Dr, then West along Poinciana Club Rd	\$4,160,000	\$5,503,227	TWA	TWA	2023	2024	2025	5.47	5.80	0	5.80	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.8	\$2.3	\$2.3	\$0.0																							
	CL1-P-02	Cypress Lake Segment 2B	18,000 LF of 24" pipe from the intersection of S Poinciana Blvd and Pleasant Hill Rd, northwest along S Poinciana Blvd to Ham Brown Rd	\$7,740,000	\$10,239,176	TWA	TWA, OCU, PCU, RCID	2021	2022	2023	6.44	7.44	0	2.67	3.51	0.9	0.36	0%	36%	47%	12%	5%	\$0.8	\$0.8	\$2.9	\$2.9	\$2.9	\$0.0																							
	CL1-P-03B	Cypress Lake Transmission Segment 3A-B	12,700 LF of 24" pipe along Ham Brown Rd from US 17-92 to Cattle Drive, exclusive of the completed 3,300 foot Project CL1-P-03A	\$5,461,000	\$7,224,308	TWA	TWA, OCU, PCU, RCID	2022	2023	2024	4.19	4.90	0	1.72	2.34	0.6	0.24	0%	35%	48%	12%	5%	\$0.0	\$0.5	\$0.5	\$2.0	\$2.0	\$2.0																							
	CL1-P-04	Cypress Lake Segment 3B	7,000 LF of 24" pipe from intersection of Ham Brown Rd and S. Poinciana Blvd north along Ham Brown Rd to 17-92	\$3,010,000	\$3,981,902	TWA	TWA, OCU, PCU, RCID	2022	2023	2024	4.19	4.90	0	1.72	2.34	0.6	0.24	0%	35%	48%	12%	5%	\$0.0	\$0.6	\$1.7	\$1.7	\$0.0	\$0.0																							
	CL1-P-05C	Cypress Lake Segment 9A-C	24,000 LF of 36" pipe along Osceola Polk Line Rd from Southwest WTP east to South Nocatee Road, integrating with the completed Projects CL1-P-05A and B.	\$14,220,000	\$18,811,510	TWA	TWA, OCU, PCU	2025	2026	2027	13.91	12.70	0	4.40	5.30	3	0	0%	35%	42%	24%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$1.4	\$17.4																							
	CL1-P-06	S John Young Pkwy Pipe Upsize	15,000 LF of 24" from the intersection of West Emmett Street and 17-92 south along 17-92 to the intersection at Pleasant Hill Rd	\$6,450,000	\$8,532,647	TWA	TWA	2022	2024	0	0.86	0.50	0	0.50	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$2.7	\$0.0	\$5.8	\$0.0	\$0.0																							
	CL1-P-12	Toho Lake Ajay Service Pipeline	7,000 24" pipeline on the north end of STC's water system along Boggy Creek Road to connect to Southern Oaks development	\$2,030,000	\$2,685,469	TWA	TWA	2025	2026	0	2.00	0.40	0	0.4	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.4	\$2.3																							
	CL2-B-01	South Poinciana Boulevard Booster Station	7.6 MGD booster station to convey Cypress Lake Transmission water to PCU and TWA	\$2,940,000	\$3,889,300	TWA	TWA, OCU, RCID	2024	2025	2026	7.74	10.30	0	2.7	6.4	0	1.2	0%	26%	62%	0%	12%	\$0.0	\$0.0	\$0.0	\$0.6	\$1.7	\$1.7																							
	CL2-B-02	Marigold Poinciana Booster	1.6 MGD booster station to convey water to South TWA.	\$2,200,000	\$2,910,360	TWA	TWA	2025	2026	0	0.73	0.74	0	0.735	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.4	\$2.5																							
	CL2-B-03	Avalon Road Booster Station	5.3 MGD booster station to deliver Cypress Lake water into OCU's Southwest WSA	\$2,940,000	\$3,889,300	TWA	OCU	2025	2026	0	5.27	5.27	0	0	5.265	0	0	0%	50%	100%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.4	\$3.5																							
	CL2-B-04	Southeast Booster	6 MGD booster station with 20" Cypress Lake Transmission line to 16" existing line at Hickory Tree Rd	\$2,940,000	\$3,889,300	STC	STC	2025	2026	0	2.50	2.40	2.4	0	0	0	0	100%	0%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.6	\$3.3																							

Exhibit 1. Cypress Lake Transmission Schedule (rev. July 15th, 2021)

		Key:		Cost Share Projects		Completed Cost Share Projects		No Cost Share Projects		Transmission Cost Schedule-All Utilities, MILS																		
		Project Information		Total Phase 2		Phase 2		Total Pipe Flow Based %		Transmission Cost Schedule-All Utilities, MILS																		
Sub-agreement Number	Project Number	Project Name	Project Description	2014 Project Capital Cost	Cost Sharing Projects' Capital Cost	Conveying Party	Receiving Party	Project Const. Year 1	Project Const. Year 2	Project Const. Year 3	Total Phase 2 PIPE Flow, MGD	Phase 2 CLT Allocation, MGD	STC Flow, MGD	TWA Flow, MGD	OCU Flow, MGD	PCU Flow, MGD	RCID Flow, MGD	STC Flow, %	TWA Flow, %	OCU Flow, %	PCU Flow, %	RCID Flow, %	2021	2022	2023	2024	2025	2026-2035 Subtotal
	CL2-I-01	I-Drive Booster Interconnect	9,700 LF of 24" pipe from W. Irls Bronson Memorial Highway to extend from the I-Drive Interconnect to the I-Drive Booster-pipe spans Orange and Osceola counties	\$5,338,000	\$7,061,592	OCU, TWA	OCU	2025	2026	0	6.44	6.44	0	0	6.435	0	0	0%	0%	100%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.6	\$6.4
	CL2-I-02	Avalon Road Interconnect	Upsize interconnect to handle additional flows and tie to proposed booster PS. 20" Connection to Cypress Lake Transmission water from Segment 8B at Avalon Rd	\$300,000	\$396,867	TWA	OCU	2022	2023	0	5.27	5.27	0	0	5.265	0	0	0%	50%	100%	0%	0%	\$0.0	\$0.1	\$0.3	\$0.0	\$0.0	\$0.0
	CL2-I-03	Hickory Tree Road Interconnect	Hickory Tree Road Connection 20" connection and booster station with Cypress Lake Transmission line at Hickory Tree Rd	\$300,000	\$396,867	STC	STC	2025	2026	0	2.40	2.40	2.4	0	0	0	0	100%	0%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.1	\$0.3
	CL2-P-01	Cypress Lake Transmission Segment 2A	10,000 LF of 54" pipe from Cypress Lake WTP to Segment 1	\$9,200,000	\$12,170,597	TWA	STC, TWA, OCU, PCU, RCID	2021	2022	2023	36.60	36.60	6	14.7	11.7	3	1.2	16%	40%	32%	8%	3%	\$0.9	\$0.9	\$3.4	\$3.4	\$3.4	\$0.0
	CL2-P-02	Cypress Lake Transmission Segment 2A	59,000 LF of 48" pipe on Southport Rd from near the Cypress Lake WTP to the Pleasant Hill Rd/Poinciana Blvd Intersection	\$45,430,000	\$60,098,938	TWA	TWA, OCU, PCU, RCID	2021	2022	2023	30.60	30.60	0	14.7	11.7	3	1.2	0%	48%	38%	10%	4%	\$4.5	\$4.5	\$17.0	\$17.0	\$17.0	\$0.0
	CL2-P-03	Cypress Lake Transmission Segment 5B	26,000 LF of 36" pipe along Pleasant Hill Rd. and Reaves Rd. starting from the intersection of Southport Rd. to the intersection at S. Poinciana Blvd.	\$13,780,000	\$18,229,438	TWA	TWA, OCU, PCU, RCID	2027	2028	2029	16.65	17.36	0	6.23	8.19	2.1	0.84	0%	36%	47%	12%	5%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$18.2
	CL2-P-04	Cypress Lake Transmission Segment 5A	25,000 LF of 36" pipe along South Poinciana Blvd from Reaves Rd to South Orange Blossom Trail	\$13,250,000	\$17,528,306	TWA	TWA, OCU, PCU, RCID	2028	2029	2030	17.77	19.54	0	6.82	9.36	2.4	0.96	0%	35%	48%	12%	5%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$17.5
	CL2-P-05	Cypress Lake Transmission Segment 4	39,000 LF of 24" pipe along North Poinciana Blvd and S Apopka Vineland Rd from the intersection of Cumbrian Lakes Dr. to the I-Drive Booster.	\$16,770,000	\$22,184,882	TWA	TWA, OCU, PCU, RCID	2025	2026	2027	7.74	10.34	0	2.70	6.435	0	1.2	0%	26%	62%	0%	12%	\$0.0	\$0.0	\$0.0	\$0.0	\$1.7	\$20.5
	CL2-P-06	Cypress Lake Transmission Segment 9B	31,000 LF of 24" pipe along West Irls Bronson Memorial Highway to the intersection St. Reedy Creek Blvd, 9,000 LF of 12" pipe along Reedy Creek Blvd. to Northwest WTP and connecting the NW WTP to PS-D.	\$13,330,000	\$17,634,137	TWA	OCU, RCID	2026	2027	2028	2.70	2.70	0	1.5	0.00	0	1.2	0%	56%	0%	0%	44%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$17.6
	CL2-P-07C	Cypress Lake Segment 8A-C	8500 LF of 24" pipe along Westside Blvd from intersection of Westside Blvd. and Whistling Straits Blvd to the intersection of Hidden Palm Cir and Westside Blvd. Exclusive of the completed Project CL2-P-07A and CL2-P-07B	\$3,060,000	\$4,048,046	TWA	TWA, OCU	2023	2024	2025	9.53	7.17	0	1.9	5.265	0	0	0%	27%	73%	0%	0%	\$0.0	\$0.0	\$0.3	\$0.3	\$1.1	\$2.3
	CL2-P-08	Cypress Lake Segment 1B	33,000 LF of 24" pipe along Canoe Creek Rd from the intersection at Deer Run Rd. and following easements West to Cypress Lake WTP.	\$11,880,000	\$15,715,945	STC	STC	2023	2024	2025	6.00	6.00	6	0	0	0	0	100%	0%	0%	0%	0%	\$0.0	\$0.0	\$1.2	\$1.2	\$4.5	\$8.9
	CL2-P-09	Cypress Lake Segment 1A	16,000 LF of 24" pipe along Deer Run Rd and Hickory Tree Rd from the intersection of Canoe Creek Rd. to the Southeast Booster.	\$5,760,000	\$7,619,852	STC	STC	2024	2025	2026	3.70	3.70	3.7	0	0	0	0	100%	0%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.6	\$0.6	\$6.5
	CL1-B-01	I-Drive Booster	New 6.4 MGD Booster Station south of the International Dr. and World Center Dr. Intersection to transfer water from Cypress Lake into OCU's South WSA	\$2,940,000	\$3,889,300	OCU	OCU	Complete	2018	0	6.44	6.44	0	0	6.44	0	0	0%	0%	100%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL1-P-03A	Cypress Lake Transmission Segment 3A-A	3,300 LF of 24" pipe along Ham Brown Rd from 1000' north of Sepulveda Road to Lizzia Brown Road		\$1,406,777	TWA	TWA, OCU, PCU, RCID	Complete			4.19	4.90	0	1.72	2.34	0.6	0.24	0%	35%	48%	12%	5%	\$1.4	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0

Exhibit 1. Cypress Lake Transmission Schedule (rev. July 15th, 2021)

Exhibit A. Cypress Lake Transmission Schedule (rev. July 15th, 2021)										Key:		Cost Share Projects					Completed Cost Share Projects					No Cost Share Projects						
Project Information				Total Pipe Flow Based %										Transmission Cost Schedule-All Utilities, Mills														
Sub-agreement Number	Project Number	Project Name	Project Description	2014 Project Capital Cost	Cost Sharing Projects' Capital Cost	Conveying Party	Receiving Party	Project Const. Year 1	Project Const. Year 2	Project Const. Year 3	Total Phase 2 PIPE Flow, MGD	Phase 2 CWT Allocation, MGD	STC Flow, MGD	TWA Flow, MGD	OCU Flow, MGD	PCU Flow, MGD	RCID Flow, MGD	STC Flow, %	TWA Flow, %	OCU Flow, %	PCU Flow, %	RCID Flow, %	2021	2022	2023	2024	2025	2026-2035 Subtotal
	CL1-P-05A	Cypress Lake Segment 9A-A	2,900 LF of 24" pipe along Myakka Road near the South Poinciana Blvd intersection.		\$788,520	TWA	TWA, OCU, PCU	Complete			13.91	12.70	0	4.4	5.3	3	0	0%	35%	42%	24%	0%	\$0.8	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL1-P-05B	Cypress Lake Segment 9A-B	7,200 LF of 24" pipe from S. Poinciana Blvd. along US Highway 17-92 (SR 600) to Nocatee Street located in Intercession City.		\$2,700,918	TWA	TWA, OCU, PCU	Complete			13.91	12.70	0	4.4	5.3	3	0	0%	35%	42%	24%	0%	\$2.7	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL2-P-07A	Cypress Lake Segment 8A-C	Upsizing approximately 2,600' of 12-inch potable water main to 24-inch from Monaco Blvd. south along Westside Blvd to Carey Palm Cir. The developer did not request reimbursement for the costs to upsize the main.		\$0	TWA	TWA, OCU	Complete			9.53	7.17	0	1.9	5.265	0	0	0%	27%	73%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL2-P-07B	Cypress Lake Segment 8A-C	Upsizing approximately 2,600' of 12-inch potable water main to 24-inch from Bella Cita Blvd. north along Westside Blvd. to Whistling Straits Blvd.		\$424,207	TWA	TWA, OCU	Complete			9.53	7.17	0	1.9	5.265	0	0	0%	27%	73%	0%	0%	\$0.4	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL1-WTP-01	STC WTP Conjunctive Capacity	Upgrade and rehabilitate WTP #2 to provide flow to TWA and meet conjunctive use peak flows	\$13,000,000	\$17,197,583	STC	STC	0	0	0	2.10	2.10	2.1	0	0	0	0	100%	0%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL1-WTP-02	TWA WTP Conjunctive Capacity	Upgrade pumping facilities at McLaughlin Parkway and Camelot West WTPs to deliver increased pressures and meet peak flows	\$3,000,000	\$3,968,673	TWA	TWA	0	0	0	14.70	14.70	0	14.7	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL1-WTP-03	PCU WTP Conjunctive Capacity	Upgrade well, storage and pumping facilities in the Northeast service area to provide flow to TWA and meet conjunctive use peak flows	\$3,500,000	\$4,630,119	PCU	PCU	0	0	0	3.00	3.00	0	0	0	3	0	0%	0%	0%	100%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL1-P-07	South Poinciana Piping #1	8,000 LF of 20" pipe from the intersection of Country Club Rd and Walnut St north along Country Club Rd to the intersection of Country Club Rd and Country Club Drive	\$3,040,000	\$4,021,589	TWA	TWA	0	0	0	4.29	4.29	0	4.29	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL1-P-08	South Poinciana Piping #2	4,000 LF of 12" pipe from the intersection of Tiger Rd and Walnut St east along Walnut St to the intersection of Walnut St and Bordeaux Rd	\$1,160,000	\$1,534,554	TWA	TWA	0	0	0	1.24	1.24	0	1.24	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL1-P-09	South Poinciana Piping #3	7,000 LF of 12" pipe from the intersection of Palmetto St and Coyote Rd, north along Coyote Rd to the intersection of Coyote Rd/Gazelle Dr	\$2,030,000	\$2,685,469	TWA	TWA	0	0	0	1.39	1.39	0	1.39	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL1-P-10	South Poinciana Piping #4	2,000 LF 12" pipe from the intersection of Cypress Pkwy and Marigold Ave to Haines City Rd	\$580,000	\$767,277	TWA	TWA	0	0	0	1.20	1.20	0	1.20	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL1-P-11	South Poinciana Piping #5	5,000 LF of 16" pipe from the intersection of Country Club Dr and Country Club Rd west along Country Club Dr to Solivita Blvd	\$1,800,000	\$2,381,204	TWA	TWA	0	0	0	0.21	0.21	0	0.21	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL2-WTP-01	STC WTP Conjunctive Capacity	Capacity expansion to supplement Cypress Lake peak flows	\$1,500,000	\$1,984,337	STC	STC	0	0	0	6.00	6.00	6	0	0	0	0	100%	0%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL2-WTP-02	TWA WTP Conjunctive Capacity	Capacity expansion to supplement Cypress Lake peak flows	\$4,000,000	\$5,291,564	TWA	TWA	0	0	0	14.70	14.70	0	14.7	0	0	0	0%	100%	0%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL2-WTP-03	OCU WTP Conjunctive Capacity	Capacity expansion to supplement Cypress Lake peak flows	\$4,000,000	\$5,291,564	OCU	OCU	0	0	0	11.70	11.70	0	0	11.7	0	0	0%	0%	100%	0%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL2-WTP-04	PCU WTP Conjunctive Capacity	Capacity expansion to supplement Cypress Lake peak flows	\$3,000,000	\$3,968,673	PCU	PCU	0	0	0	3.00	3.00	0	0	0	3	0	0%	0%	0%	100%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
	CL2-WTP-05	RCID WTP Conjunctive Capacity	Capacity expansion to supplement Cypress Lake peak flows	\$1,500,000	\$1,984,337	RCID	RCID	0	0	0	1.20	1.20	0	0	0	0	1.2	0%	0%	0%	100%	0%	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Total Projects					\$274,726,292																		\$6.4	\$11.5	\$29.3	\$41.4	\$41.5	\$135.1
																												\$135.1

Exhibit 2

(Prototype for)

Project Sub-Agreement for Cost-Sharing of Wheeling Infrastructure

Project Sub-Agreement No. __

1. This Project Sub-Agreement No. __ is entered into by the Parties signing below to implement Cost-Sharing for the segment of the Wheeling Infrastructure described in Exhibit A attached hereto and incorporated herein (the "Applicable Segment"), pursuant to the terms of the Water Wheeling Infrastructure Master Cost-Sharing Agreement (the "Agreement") of which this Project Sub-Agreement is a part.

2. Each Party shall pay its Cost-Share amount of the design, permitting, construction, installation and subsequent Long-Term Maintenance of the Applicable Segment as set forth below in accordance with the payment provisions of the Agreement:

Conveying Party (insert name)	Percentage	Allocation (MGD)
Receiving Party(ies) (insert name)		

3. This Project Sub-Agreement shall become effective upon recording in Orange, Osceola and Polk Counties.

Accepted this ____ day of _____.

By:

Accepted this ____ day of _____.

By:

Exhibit A

(Prototype Exhibit A to Exhibit 2)

Exhibit A to Project Sub-Agreement No. _____

Name: Cypress Lake Segment _____

Description:

Total Capital Cost:

As used herein, "Capital Cost" means the expenses involved in design, permitting, construction, and installation of one or more segments of Wheeling Infrastructure.

Conveying Party	Cost-Share Amount
Receiving Party(ies)	

Location Map and Description of Segment(s)

Long-Term Maintenance is not included in the Total Capital Cost of this Project Sub-Agreement but the Parties hereto recognize and agree that the execution of the Agreement and this Project Sub-Agreement commits the Parties to this specific Project Sub-Agreement to Long-Term Maintenance Costs for the Applicable Segment identified in this Project Sub-Agreement.

Project Sub Agreements

Project Sub-Agreement for Cost-Sharing of Wheeling Infrastructure

Project Sub-Agreement No. SA-1

1. This Project Sub-Agreement No. SA-1 is entered into by the Parties signing below to implement Cost-Sharing for the segment of the Wheeling Infrastructure described in Exhibit A attached hereto and incorporated herein (the "Applicable Segment"), pursuant to the terms of the Water Wheeling Infrastructure Master Cost-Sharing Agreement (the "Agreement") of which this Project Sub-Agreement is a part.

2. Each Party shall pay its Cost-Share amount of the design, permitting, construction, installation and subsequent Long-Term Maintenance of the Applicable Segment as set forth below in accordance with the payment provisions of the Agreement:

Conveying Party	Percentage	Allocation (MGD)
Tohopekaliga Water Authority	35.1%	1.720
Receiving Party(ies)		
Orange County	47.8%	2.340
Polk County	12.2%	0.600
Reedy Creek Improvement District	4.9%	0.240

3. This Project Sub-Agreement shall become effective upon recording in Orange, Osceola and Polk Counties.

Accepted this ____ day of _____.

Tohopekaliga Water Authority

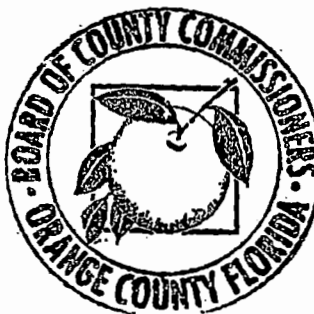
By:

Accepted this 26 day of October 2021.

Orange County

By:

Bruce B. Bivins



Project Sub-Agreement for Cost-Sharing of Wheeling Infrastructure

Project Sub-Agreement No. SA-1

1. This Project Sub-Agreement No. SA-1 is entered into by the Parties signing below to implement Cost-Sharing for the segment of the Wheeling Infrastructure described in Exhibit A attached hereto and incorporated herein (the "Applicable Segment"), pursuant to the terms of the Water Wheeling Infrastructure Master Cost-Sharing Agreement (the "Agreement") of which this Project Sub-Agreement is a part.

2. Each Party shall pay its Cost-Share amount of the design, permitting, construction, installation and subsequent Long-Term Maintenance of the Applicable Segment as set forth below in accordance with the payment provisions of the Agreement:

Conveying Party	Percentage	Allocation (MGD)
Tohopekaliga Water Authority	35.1%	1.720
Receiving Party(ies)		
Orange County	47.8%	2.340
Polk County	12.2%	0.600
Reedy Creek Improvement District	4.9%	0.240

3. This Project Sub-Agreement shall become effective upon recording in Orange, Osceola and Polk Counties.

Accepted this 13 day of October 2021

Tohopekaliga Water Authority

By:



Accepted this ____ day of _____.

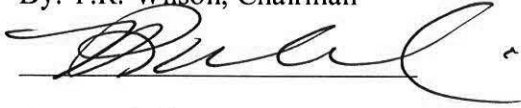
Orange County

By:

Accepted this 5th day of October 2021.

Polk County

By: T.R. Wilson, Chairman



Accepted this ____ day of _____.

Reedy Creek Improvement District

By:



Exhibit A to Project Sub-Agreement No. SA-1

Name: Cypress Lake Segment CL1-P-03A

Description: 3,400 LF of 24" pipe along Ham Brown Rd from 1000' north of Sepulveda Road to Lizzia Brown Road

Total Capital Cost: \$1,406,777.39

As used herein, "Capital Cost" means the expenses involved in design, permitting, construction, and installation of one or more segments of Wheeling Infrastructure.

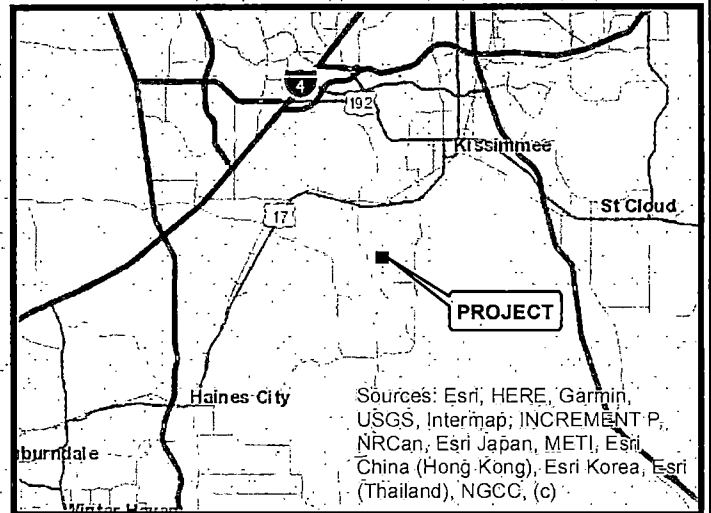
Conveying Party	Cost-Share Amount
Tohopekaliga Water Authority	\$493,808
Receiving Party(ies)	
Orange County	\$671,808
Polk County	\$172,258
Reedy Creek Improvement District	\$68,903

Location Map and Description of Segment(s)

Long-Term Maintenance is not included in the Total Capital Cost of this Project Sub-Agreement but the Parties hereto recognize and agree that the execution of the Agreement and this Project Sub-Agreement commits the Parties to this specific Project Sub-Agreement to Long-Term Maintenance Costs for the Applicable Segment identified in this Project Sub-Agreement.



1 inch = 600 feet



HAM BROWN RD

53

**LOWES
DISTRIBUTION CENTER**

Sepulveda Dr

**APPROX. 3,400 LF OF 24" ALONG
HAM BROWN RD. FROM LIZZIA BROWN RD.
TO THE LOWES DISTRIBUTION CENTER**

FREEDOM RD

LIZZIA BROWN RD

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c). OpenStreetMap contributors, and the GIS User Community

CLP1-P-03(A)

BCC Mtg. Date: October 26, 2021

Project Sub-Agreement for Cost-Sharing of Wheeling Infrastructure

Project Sub-Agreement No. SA-2

1. This Project Sub-Agreement No. SA-2 is entered into by the Parties signing below to implement Cost-Sharing for the segment of the Wheeling Infrastructure described in Exhibit A attached hereto and incorporated herein (the "Applicable Segment"), pursuant to the terms of the Water Wheeling Infrastructure Master Cost-Sharing Agreement (the "Agreement") of which this Project Sub-Agreement is a part.

2. Each Party shall pay its Cost-Share amount of the design, permitting, construction, installation and subsequent Long-Term Maintenance of the Applicable Segment as set forth below in accordance with the payment provisions of the Agreement:

Conveying Party	Percentage	Allocation (MGD)
Tohopekaliga Water Authority	34.6%	4.4
Receiving Party(ies)		
Orange County	41.7%	5.300
Polk County	23.6%	3.000

3. This Project Sub-Agreement shall become effective upon recording in Orange, Osceola and Polk Counties.

Accepted this ____ day of _____.

Tohopekaliga Water Authority

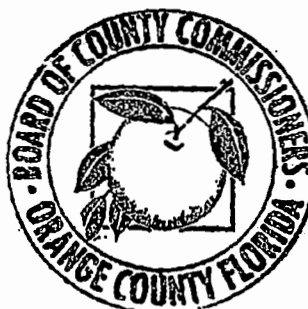
By:

Accepted this 26 day of October 2021.

Orange County

By:

Raymond B. Burch



Project Sub-Agreement for Cost-Sharing of Wheeling Infrastructure

Project Sub-Agreement No. SA-2

1. This Project Sub-Agreement No. SA-2 is entered into by the Parties signing below to implement Cost-Sharing for the segment of the Wheeling Infrastructure described in Exhibit A attached hereto and incorporated herein (the "Applicable Segment"), pursuant to the terms of the Water Wheeling Infrastructure Master Cost-Sharing Agreement (the "Agreement") of which this Project Sub-Agreement is a part.

2. Each Party shall pay its Cost-Share amount of the design, permitting, construction, installation and subsequent Long-Term Maintenance of the Applicable Segment as set forth below in accordance with the payment provisions of the Agreement:

Conveying Party	Percentage	Allocation (MGD)
Tohopekaliga Water Authority	34.6%	4.4
Receiving Party(ies)		
Orange County	41.7%	5.300
Polk County	23.6%	3.000

3. This Project Sub-Agreement shall become effective upon recording in Orange, Osceola and Polk Counties.

Accepted this 13 day of October 2021

Tohopekaliga Water Authority

By: Todd Swingle
Executive Director

Accepted this ____ day of ____.

Orange County

By:

Accepted this 5th day of October 2021

Polk County

By: T.R. Wilson, Chairman

A handwritten signature in cursive script, appearing to read "T.R. Wilson", written in black ink.

Exhibit A to Project Sub-Agreement No. SA-2

Name: Cypress Lake Segment CL1-P-05B

Description: 7,200 LF of 24-inch potable water main from S. Poinciana Blvd. along US Highway 17-92 (SR 600) to Nocatee Street located in Intercession City.

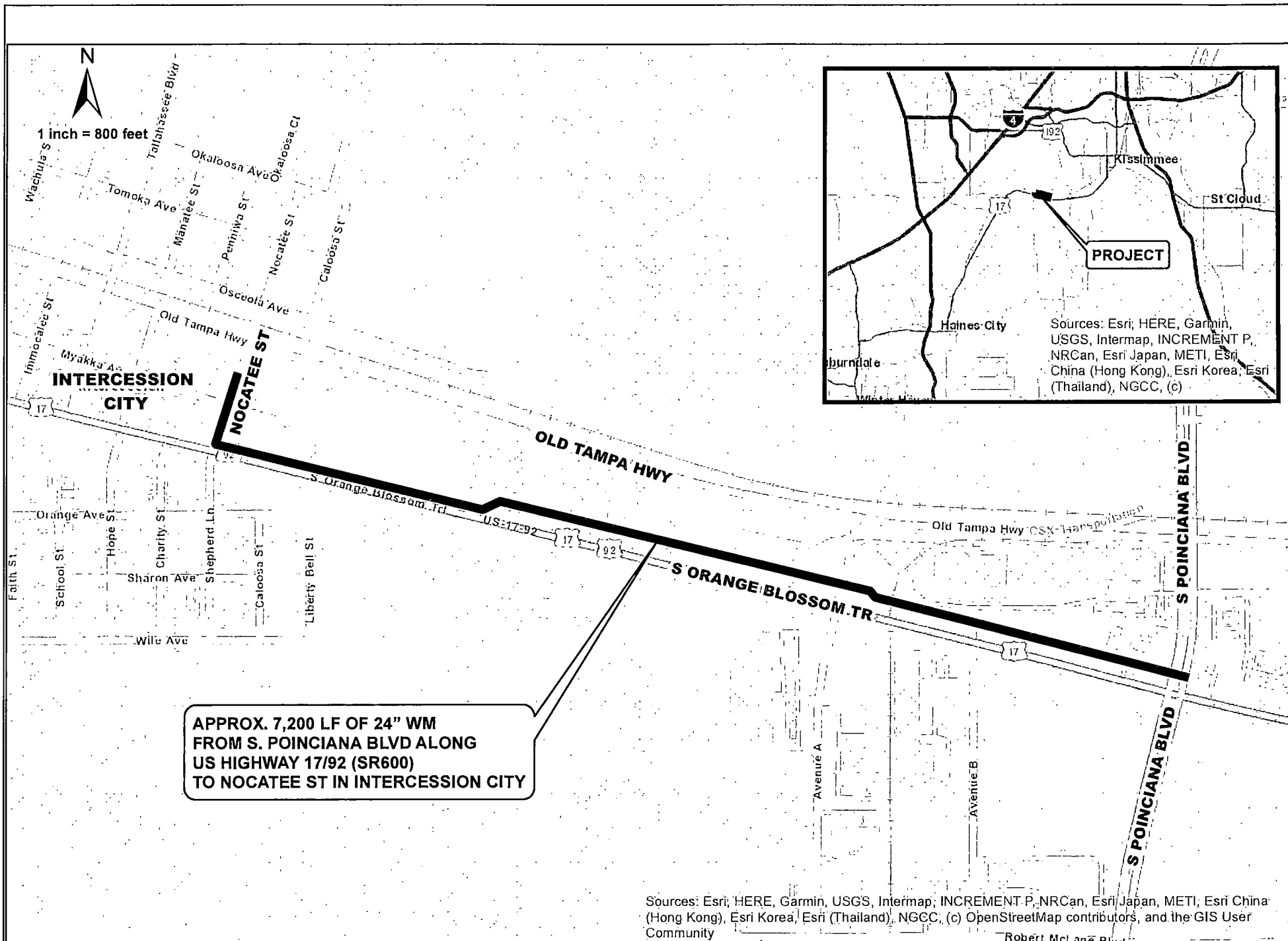
Total Capital Cost: \$2,700,918

As used herein, "Capital Cost" means the expenses involved in design, permitting, construction, and installation of one or more segments of Wheeling Infrastructure.

Conveying Party	Cost-Share Amount
Tohopekaliga Water Authority	\$935,751
Receiving Party(ies)	
Orange County	\$1,127,155
Polk County	\$638,012

Location Map and Description of Segment(s)

Long-Term Maintenance is not included in the Total Capital Cost of this Project Sub-Agreement but the Parties hereto recognize and agree that the execution of the Agreement and this Project Sub-Agreement commits the Parties to this specific Project Sub-Agreement to Long-Term Maintenance Costs for the Applicable Segment identified in this Project Sub-Agreement.



BCC Mtg. Date: October 26, 2021

Project Sub-Agreement for Cost-Sharing of Wheeling Infrastructure

Project Sub-Agreement No. SA-3

1. This Project Sub-Agreement No. SA-3 is entered into by the Parties signing below to implement Cost-Sharing for the segment of the Wheeling Infrastructure described in Exhibit A attached hereto and incorporated herein (the "Applicable Segment"), pursuant to the terms of the Water Wheeling Infrastructure Master Cost-Sharing Agreement (the "Agreement") of which this Project Sub-Agreement is a part.

2. Each Party shall pay its Cost-Share amount of the design, permitting, construction, installation and subsequent Long-Term Maintenance of the Applicable Segment as set forth below in accordance with the payment provisions of the Agreement:

Conveying Party	Percentage	Allocation (MGD)
Tohopekaliga Water Authority	34.6%	4.400
Receiving Party(ies)		
Orange County	41.7%	5.300
Polk County	23.6%	3.000

3. This Project Sub-Agreement shall become effective upon recording in Orange, Osceola and Polk Counties.

Accepted this ____ day of _____.

Tohopekaliga Water Authority

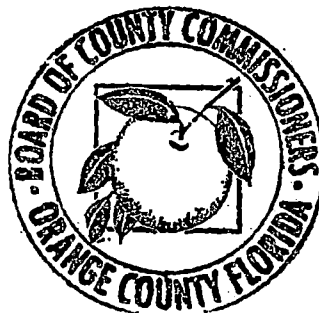
By:

Accepted this 26 day of October 2021.

Orange County

By:

Bruce B. B. B.



Project Sub-Agreement for Cost-Sharing of Wheeling Infrastructure

Project Sub-Agreement No. SA-3

1. This Project Sub-Agreement No. SA-3 is entered into by the Parties signing below to implement Cost-Sharing for the segment of the Wheeling Infrastructure described in Exhibit A attached hereto and incorporated herein (the "Applicable Segment"), pursuant to the terms of the Water Wheeling Infrastructure Master Cost-Sharing Agreement (the "Agreement") of which this Project Sub-Agreement is a part.

2. Each Party shall pay its Cost-Share amount of the design, permitting, construction, installation and subsequent Long-Term Maintenance of the Applicable Segment as set forth below in accordance with the payment provisions of the Agreement:

Conveying Party	Percentage	Allocation (MGD)
Tohopekaliga Water Authority	34.6%	4.400
Receiving Party(ies)		
Orange County	41.7%	5.300
Polk County	23.6%	3.000

This Project Sub-Agreement shall become effective upon recording in Orange, Osceola and Polk Counties.

Accepted this 13 day of October 2021

Tohopekaliga Water Authority

By: Todd Swingle
Executive Director

Accepted this ____ day of _____.

Orange County

By:

Accepted this 5th day of October 2021

Polk County

By: T.R. Wilson, Chairman

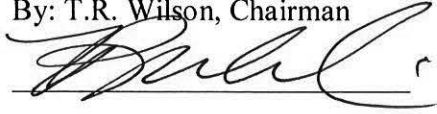
A handwritten signature in black ink, appearing to read "T.R. Wilson", written over a horizontal line.

Exhibit A to Project Sub-Agreement No. SA-3

Name: Cypress Lake Segment CL1-P-05A

Description: Approximately, 2,400 feet of 8" water main along Myakka Ave. was upsized to a 24" transmission main for potable water distribution from the future Cypress Lake Alternative Water Supply project.

Total Capital Cost: \$788,520

As used herein, "Capital Cost" means the expenses involved in design, permitting, construction, and installation of one or more segments of Wheeling Infrastructure.

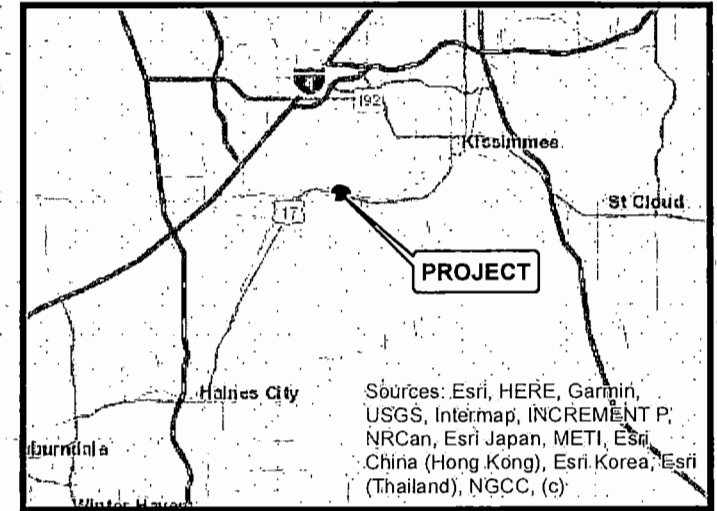
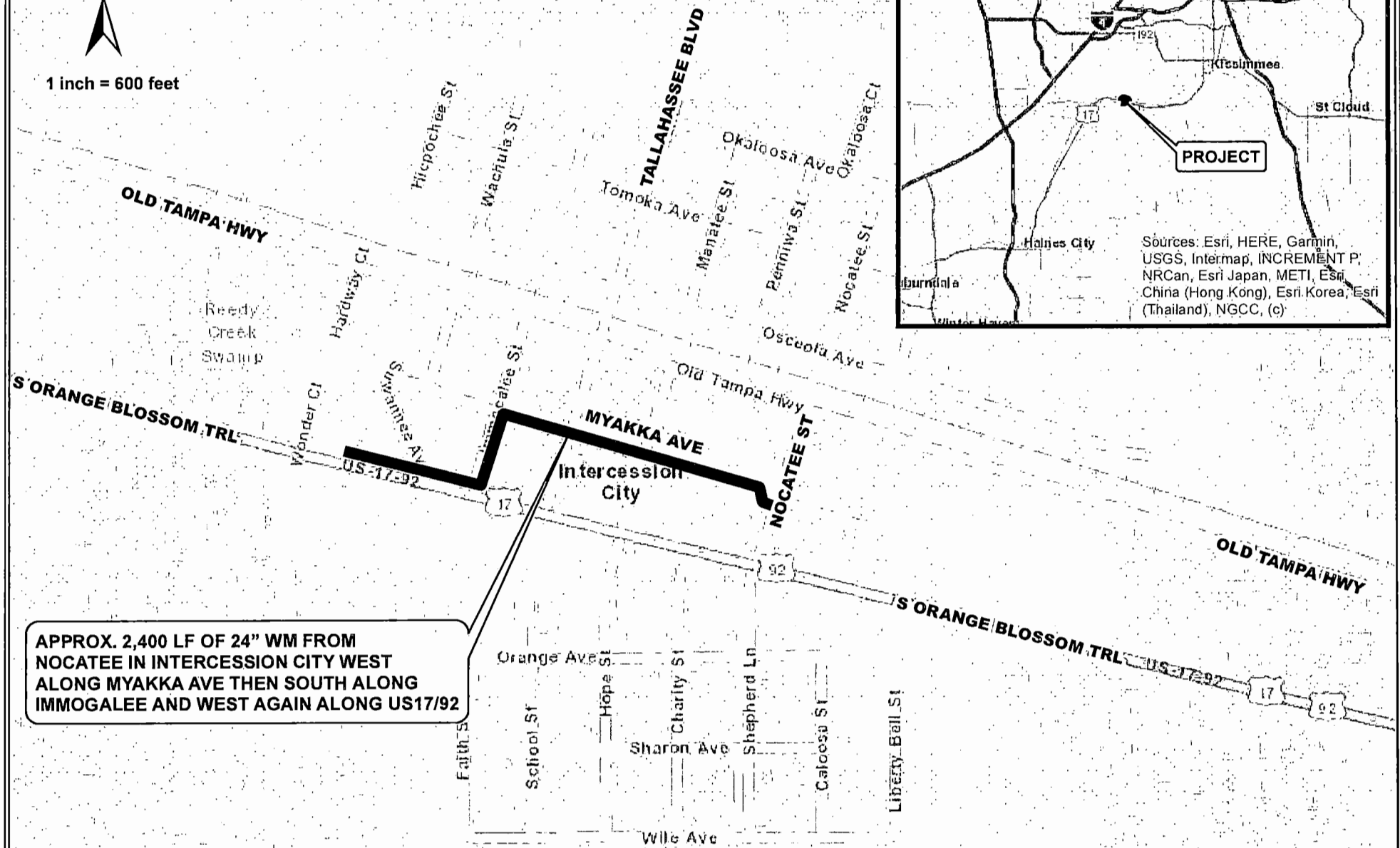
Conveying Party	Cost-Share Amount
Tohopekaliga Water Authority	\$273,188
Receiving Party(ies)	
Orange County	\$329,067
Polk County	\$186,264

Location Map and Description of Segment(s)

Long-Term Maintenance is not included in the Total Capital Cost of this Project Sub-Agreement but the Parties hereto recognize and agree that the execution of the Agreement and this Project Sub-Agreement commits the Parties to this specific Project Sub-Agreement to Long-Term Maintenance Costs for the Applicable Segment identified in this Project Sub-Agreement.



1 inch = 600 feet



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCAn, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

CLP1-P-05(A)

BCC Mtg. Date: October 26, 2021

Project Sub-Agreement for Cost-Sharing of Wheeling Infrastructure

Project Sub-Agreement No. SA-4

1. This Project Sub-Agreement No. SA-4 is entered into by the Parties signing below to implement Cost-Sharing for the segment of the Wheeling Infrastructure described in Exhibit A attached hereto and incorporated herein (the "Applicable Segment"), pursuant to the terms of the Water Wheeling Infrastructure Master Cost-Sharing Agreement (the "Agreement") of which this Project Sub-Agreement is a part.

2. Each Party shall pay its Cost-Share amount of the design, permitting, construction, installation and subsequent Long-Term Maintenance of the Applicable Segment as set forth below in accordance with the payment provisions of the Agreement:

Conveying Party Tohopekaliga Water Authority	Percentage 26.5%	Allocation (MGD) 1.900
Receiving Party Orange County	73.5%	5.265

3. This Project Sub-Agreement shall become effective upon recording in Orange and Osceola Counties.

Accepted this ____ day of _____.

Tohopekaliga Water Authority

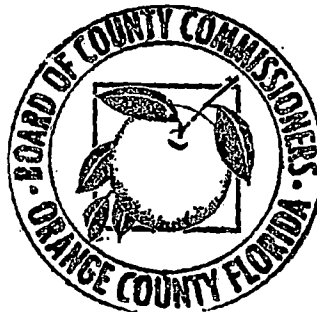
By:

Accepted this 26 day of October 2021.

Orange County

By:

Raymond B. B. B. B.



Project Sub-Agreement for Cost-Sharing of Wheeling Infrastructure

Project Sub-Agreement No. SA-4

1. This Project Sub-Agreement No. SA-4 is entered into by the Parties signing below to implement Cost-Sharing for the segment of the Wheeling Infrastructure described in Exhibit A attached hereto and incorporated herein (the "Applicable Segment"), pursuant to the terms of the Water Wheeling Infrastructure Master Cost-Sharing Agreement (the "Agreement") of which this Project Sub-Agreement is a part.

2. Each Party shall pay its Cost-Share amount of the design, permitting, construction, installation and subsequent Long-Term Maintenance of the Applicable Segment as set forth below in accordance with the payment provisions of the Agreement:

Conveying Party Tohopekaliga Water Authority	Percentage 26.5%	Allocation (MGD) 1.900
Receiving Party Orange County	73.5%	5.265

3. This Project Sub-Agreement shall become effective upon recording in Orange and Osceola Counties.

Accepted this 13 day of October 2021

Tohopekaliga Water Authority

By: Todd Swingle
Executive Director

Accepted this ____ day of ____.

Orange County

By:

Exhibit A to Project Sub-Agreement No. SA-4

Name: Cypress Lake Segment CL2-P-07A and CL2-P-07B

Description: Upsizing of 5,500 linear feet (LF) of developer constructed potable water main from 12-inch to 24-inch. Segments CL2-P-07A and CL2-P-07B are approximately 2,600 LF and 2,900 LF respectively. A reimbursement request was not submitted for segment CL2-P-07A therefore a capital cost is not included in Project Sub-Agreement SA-4.

Total Capital Cost: \$415,901.43

As used herein, "Capital Cost" means the expenses involved in design, permitting, construction, and installation of one or more segments of Wheeling Infrastructure.

Conveying Party	Cost-Share Amount
Tohopekaliga Water Authority	\$110,288
Receiving Party	
Orange County	\$305,614

Location Map and Description of Segment(s)

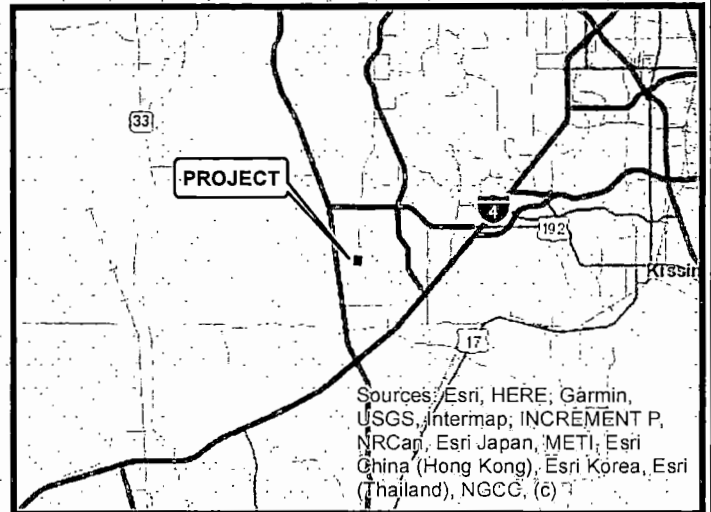
Long-Term Maintenance is not included in the Total Capital Cost of this Project Sub-Agreement but the Parties hereto recognize and agree that the execution of the Agreement and this Project Sub-Agreement commits the Parties to this specific Project Sub-Agreement to Long-Term Maintenance Costs for the Applicable Segment identified in this Project Sub-Agreement.



1 inch = 600 feet

FLORENCE GROVE VILLA RD

WESTSIDE BLVD



MONACO BLVD

LIMA AVE

WESTSIDE BLVD

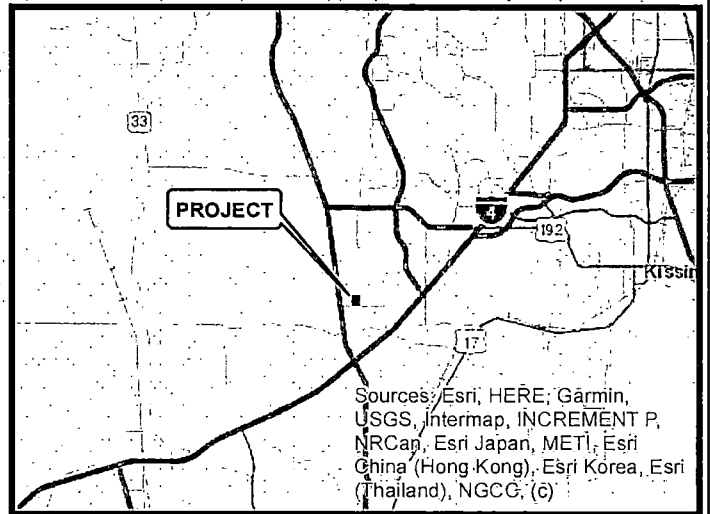
APPROX. 2,600' OF 24-INCH WM FROM THE INTERSECTION OF WESTSIDE BLVD AND MONACO BLVD SOUTH ALONG WESTSIDE BLVD

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

CL2-P-07(A)



1 inch = 600 feet



BOBCAT RD

WESTSIDE BLVD SOUTH

BELLA CITTA BLVD

WHISTLING STRAITS BLVD

WHISTLING STRAITS BLVD

APPROX. 2,900' OF 24-INCH WM FROM THE INTERSECTION OF BELLA CITTA BLVD. AND WESTSIDE BLVD. NORTH ALONG WESTSIDE BLVD TO THE INTERSECTION OF WHISTLING STRAITS BLVD

BELLA CITTA BLVD

Cliftons Draw Dr.

ing Cove Lo.

Champions Gate

Country Club

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

MAP 5 CL2-P-07(B)