

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

TRANSMISSION LINE AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT TRANSMISSION LINE AGREEMENT** (Agreement) is made and entered into this 13th day of November, 2017 by and between **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA"), the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and Cocoa, collectively the "Water Suppliers" excluding FRI and collectively either the "Raw Water Transmission Line Parties" or the "Finished Water Transmission Line Parties" for the Water Suppliers participating in the implementation of any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project).

1. **DEFINITIONS.** As used in this Agreement:

- 1.1 "528 Alternative" means one of three identified potential routes for a TCR/SJR Finished Water Transmission Line Project and/or a TCR/SJR Raw Water Transmission Line Project, as specified in **Exhibit A** to this Agreement.
- 1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

- 1.3 "Base Charge" means for any Fiscal Year, that component of the TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge computed according to Section 14.
- 1.4 "Bidding Budget" means the approved maximum cost for the award of construction contracts. The Bidding Budget is set at the completion of the final design for the specific infrastructure as noted in this Agreement.
- 1.5 "Book Value" means the difference between the total Capital Cost of an asset and its accumulated depreciation.
- 1.6 "Capital Cost" means the one-time expenses incurred for acquisition of real property, tangible property and intangible property, the construction of tangible personal property, engineering and other expenditures required for construction or expansions of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, or Environmental Permitting activities and associated engineering that are not directly incorporated into the TCR/SJR Finished Water Transmission Line Charge or TCR/SJR Raw Water Transmission Line Charge.
- 1.7 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.
- 1.8 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting, and, (b) when applied to the Parties, the Water Suppliers, the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, the unanimous consent of all the Parties, Water Suppliers, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, as applicable, which shall be recorded in a letter agreement executed by

the director or executive officer of each Party, Water Supplier, Finished Water Transmission Line Party or Raw Water Transmission Line Party, if expressly required by the Agreement or, if requested by one or more of the Parties, Water Suppliers, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties.

- 1.9 “Construction Budget” means the approved maximum cost for the actual construction of specific infrastructure noted herein, including contingency. The Construction Budget is set after the bidding and selection of a contractor or contractors.
- 1.10 “Cost Allocations” means each participating Party’s portion of the TEC for the Routing Study, as set forth in Section 5.1 of this Agreement.
- 1.11 “County Line Alternative” means one of three identified potential routes for a TCR/SJR Finished Water Transmission Line Project and/or Raw Water Transmission Line Project, as specified in **Exhibit A** to this Agreement.
- 1.12 “Delivery Point” means the authorized points of connection between a participating Finished Water Transmission Line Party’s water system and a TCR/SJR Finished Water Transmission Line Project or between a participating Raw Water Transmission Line Party’s water system and a TCR/SJR Raw Water Transmission Line Project.
- 1.13 “Design Budget” means the preliminary estimated construction cost developed for the infrastructure, as noted herein, which is set after the completion of a TCR/SJR Finished Water Transmission Line Project PDR(s) and/or a TCR/SJR Raw Water Transmission Line Project PDR(s).
- 1.14 “Dyal POC” means the point(s) where the Dyal WTP connects to one or more TCR/SJR Finished Water Transmission Line(s) or TCR/SJR Raw Water Transmission Line(s).

- 1.15 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.
- 1.16 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and provide a notice of the Effective Date to all the Parties.
- 1.17 "Enterprise Fund" means a separate fund wherein all revenues and expenditures are maintained and reported and are not comingled with the revenues and expenses for any general fund or other user fee based funds.
- 1.18 "Environmental Permit(s)" means all permits licenses or other third party approvals necessary for the acquisition, construction, management or operation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.
- 1.19 "Finished Water" means treated water that meets all applicable potable water treatment levels prescribed by the Florida Department of Environmental Protection in chapter 62-550, Florida Administrative Code, as well as other applicable regulations.
- 1.20 "Finished Water Transmission Line Parties" means all the Water Suppliers participating in a TCR/SJR Finished Water Transmission Line Project.
- 1.21 "Fiscal Year" means a twelve (12) month period which commences on October 1 of each year and ends on the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of a Project Administrator.
- 1.22 "Fixed Operation and Maintenance Cost" means all Operation and Maintenance Cost, other than Variable Operation and Maintenance Cost.

- 1.23 "Force Majeure Event" means any event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees, essential such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic even; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Environmental Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.
- 1.24 "General Implementation Agreement" means the Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.
- 1.25 "Majority" means, (a) when applied to the Procurement Committee, more than fifty (50%) percent under either a Straight Vote or Weighted Vote and, (b) when applied to participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties, more than fifty (50%) percent under the Weighted Vote Method.
- 1.26 "Meters" means collectively, those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Project Administrator for every Delivery Point to its specific TCR/SJR Finished Water Trans-

mission Line Project or TCR/SJR Raw Water Transmission Line Project, as specified in Section 13, which are used to measure and bill the quantity of water being delivered to each participating Finished Water Transmission Line Party or each participating Raw Water Transmission Line Party.

- 1.27 “MGD” means a flow rate measured in million gallons per day.
- 1.28 “Operation and Maintenance Cost” means any and all costs incurred by a Project Administrator in operating, maintaining and administering a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, including, but not limited to, related operation, maintenance, management, security and development; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; any cost of litigation or legal judgment against the Project Administrator relating to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; development expenses relating to expansion of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; all costs incurred in planning or applying for, obtaining, maintaining and defending permits; administrative, billing, accounting, legal, insurance and engineering expenses related to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; ordinary and current rentals of equipment or other property related to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project; payments in lieu of taxes, and administrative costs incurred by a Project Administrator for management of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Operation and Maintenance Cost do not include any expenses constituting a Capital Cost or a Renewal and Replacement Cost.

- 1.29 "Parties" means OCU, OUC, ECFS, TWA, Cocoa and FRI.
- 1.30 "Phase 4 Dyal Treatment Project Administrator" shall have the same meaning as in the General Implementation Agreement.
- 1.31 "Phase 4 Dyal Treatment System" shall have the same meaning as in the General Implementation Agreement.
- 1.32 "Phase 4 Non-Dyal Treatment Project Administrator" shall have the same meaning as in the General Implementation Agreement.
- 1.33 "Phase 4 Non-Dyal Treatment System" shall have the same meaning as in the General Implementation Agreement.
- 1.34 "Phase 4 Treatment POC" means a point(s) where a Phase 4 Non-Dyal Treatment System connects to one or more TCR/SJR Finished Water Lines(s). If Cocoa is the only provider of Finished Water in Phase 4 of the General Implementation Agreement, there is no Phase 4 Treatment POC(s).
- 1.35 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, as the case may be, pursuant to Sections 4.4 for the sole purpose of selecting the technical consultant(s) to implement the Routing Study specified in Section 3 or a component of the Scope(s) of Work specified in Section 8.1. The Procurement Committee shall be dissolved after each selection of a technical consultant.
- 1.36 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.
- 1.37 "Project Administrator" means the Water Supplier having overall responsibility for administering the Routing Study or administering a specific TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Pro-

ject. The Project Administrator will be selected in the manner specified in Section 7.

- 1.38 “Project Manager” means the person or alternate designated by the Project Administrator to manage the Project Administrator’s responsibilities under this Agreement.
- 1.39 “Project Representative” means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party to work with the Project Administrator and the Project Manager regarding the management and implementation of a specific TCR/SJR Finished Water Transmission Line Project or a specific TCR/SJR Raw Water Transmission Line Project.
- 1.40 “Prudent Utility Practice” means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States during the relevant time period; or any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts known, or that should have been known, at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with the applicable legal, engineering, reliability, safety and time requirements.
- 1.41 “Quorum” means, as applied to the Procurement Committee, at least a Majority of Procurement Committee Members and consistent with the applicable law.
- 1.42 “Raw Water” means water withdrawn from TCR or the SJR by Cocoa that is not treated to Finished Water standards.
- 1.43 “Raw Water Transmission Line Parties” means all the Water Suppliers participating in a TCR/SJR Raw Water Transmission Line Project.

- 1.44 "Renewal and Replacement Cost" means all cost incurred by a Project Administrator for the renewal, replacement, upgrade and improvement of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.
- 1.45 "Routing Study" means the activities authorized under this Agreement, as specified in Section 3.
- 1.46 "Scope of Work" means the design of the components of a TCR/SJR Finished Water Transmission Line Project, the components of a TCR/SJR Raw Water Transmission Line Project and the acquisition of any necessary real property interests in consideration of the selected transmission line route, as specified in Section 8.1.
- 1.47 "SJR" means the St. Johns River.
- 1.48 "SJRWMD" means the St. Johns River Water Management District.
- 1.49 "Straight Vote" means that each Procurement Committee Member voting on a decision has one equal vote.
- 1.50 "Substantial Deviation" means that the design or construction of all or a part of the infrastructure to be constructed according to this Agreement is materially different from the design last approved by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties or the cost exceeds the approved Bidding, Construction or Design Budget(s).
- 1.51 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

- 1.52 “TCR Levee Improvements” means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.
- 1.53 “TCR/SJR Finished Water Transmission Line” means a transmission line constructed pursuant to this Agreement for the sole purpose of transporting Finished Water from the Dyal POC(s) or Phase 4 Treatment POC(s) to the Delivery Points.
- 1.54 “TCR/SJR Finished Water Transmission Line PDR” means one or more written reports setting forth the general design and implementation and opinion of probable cost for components of a TCR/SJR Finished Water Transmission Line Project, including any amendments thereto.
- 1.55 “TCR/SJR Finished Water Transmission Line Project Charge” means for any Fiscal Year, the charge established by a Project Administrator pursuant to Section 14 for development, construction, operation and management of a TCR/SJR Finished Water Transmission Line Project. This charge is composed of the Base Charge and Variable Charge.
- 1.56 “TCR/SJR Finished Water Transmission Line Project” means a project authorized by this Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the Dyal POC(s) or the Phase 4 Treatment POC(s) and the Delivery Points, including any TCR/SJR Finished Water Transmission Line(s) and any needed water supply system improvements.
- 1.57 “TCR/SJR Project” means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

- 1.58 "TCR/SJR Project Administrators" shall have the same meaning as in the General Implementation Agreement.
- 1.59 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.
- 1.60 "TCR/SJR Raw Water Transmission Line" means a transmission line constructed pursuant to this Agreement for the sole purpose of transporting Raw Water to the Delivery Points.
- 1.61 "TCR/SJR Raw Water Transmission Line PDR" means one or more written reports setting forth the general design and implementation and opinion of probable cost for components of a TCR/SJR Raw Water Transmission Line Project, including any amendments thereto.
- 1.62 "TCR/SJR Raw Water Transmission Line Project" means a project authorized by this Agreement for the purpose of routing, location, right-of-way acquisition, design, construction, permitting, maintenance and ownership of the facilities connecting the POCs and Delivery Points, including any TCR/SJR Raw Water Transmission Line(s) and any needed water supply system improvements.
- 1.63 "TCR/SJR Raw Water Transmission Line Project Charge" means for any Fiscal Year, the charge established by a Project Administrator pursuant to Section 14 for development, construction, operation and management of a TCR/SJR Raw Water Transmission Line Project. This charge is composed of the Base Charge and Variable Charge.
- 1.64 "TEC" means the total estimated cost to complete the Routing Study.
- 1.65 "Variable Operation and Maintenance Cost" means all Operation and Maintenance Cost that change in direct proportion to changes in the volume of water conveyed through a TCR/SJR Finished Water Transmission Line Project or a

TCR/SJR Raw Water Transmission Line Project, including operation of any pump stations or booster pump stations that are part of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

- 1.66 “Variable Charge” means for any Fiscal Year that component of the TCR/SJR Finished Water Transmission Line Project Charge or the TCR/SJR Raw Water Transmission Line Project Charge computed in accordance with Section 14.
- 1.67 “Weighted Capacity Allotment” means each participating Finished Water Transmission Line Party’s or participating Raw Water Transmission Line Party’s proportionate share of capacity in a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, respectively, weighted over the entire length of the transmission line. For example, a transmission line has a capacity of 15 MGD for the first half of its length and a capacity of 10 MGD for the second half of its length. Party A owns 10 MGD capacity in the first half of the length and 5 MGD capacity in the second half of the length, and Party B owns 5 MGD of capacity along the entire length. The Weighted Capacity Allotment for Party A would be calculated as $(10 \text{ MGD}/15\text{MGD}) \times 50\% \text{ length} + (5 \text{ MGD}/10 \text{ MGD}) \times 50\% \text{ length}$, for a Weighted Capacity Allotment of 58.333%. The Weighted Capacity Allotment for Party B would be calculated as $(5 \text{ MGD}/15 \text{ MGD}) \times 50\% \text{ length} + (5 \text{ MGD}/10 \text{ MGD}) \times 50\% \text{ length}$, for a Weighted Capacity Allotment of 41.667%.
- 1.68 “Weighted Vote” or “Weighted Vote Method” (a) when applied to the Procurement Committee, means the Procurement Committee Members voting to approve a decision constitute a Majority of the Weighted Capacity Allotments in a specific TCR/SJR Finished Water Transmission Line Project or a specific TCR/SJR Raw Water Transmission Line Project, (b) when applied to either the participating Finished Water Transmission Line Parties in a TCR/SJR Finished Water Transmission Line Project or the participating Raw Water Transmission Line Parties in a TCR/SJR Raw Water Transmission Line Project, means the participating Finished

Water Transmission Line Parties or the participating Raw Water Transmission Line Parties voting to approve a decision by a Majority of their Weighted Capacity Allotments in the specific TCR/SJR Finished Water Transmission Line Project or in the specific TCR/SJR Raw Water Transmission Line Project, except as otherwise agreed to by a Consensus of the participating Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties, and (c) when applied to the Parties participating in the Routing Study, means the participating Parties voting to approve a decision by a Majority of their Cost Allocations in the Routing Study, except as otherwise agreed to by a Consensus of the Parties participating in the Routing Study.

1.69 “Wellfield/Wewahootee Alternative” means one of three potential routes for a TCR/SJR Finished Water Transmission Line and/or a TCR/SJR Raw Water Transmission Line, as specified in **Exhibit A** to this Agreement.

1.70 “Wholesale Water Supply Contract” means that contract entered into between Cocoa and the other Water Suppliers, as defined in the General Implementation Agreement.

2. **AUTHORITY.** The Agreement is a legally binding contract, which has been entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, A Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021, and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this 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.

- 2.3 **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.
- 2.4 **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.
- 2.5 **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.
- 2.6 **FRI.** FRI enters into this Agreement under the authority of its corporate charter.
3. ROUTING STUDY. The Parties agree the activities associated with the Routing Study are as specified in **Exhibit B** to this Agreement. The TEC for the Routing Study shall not exceed [\$100,000.00].
4. ADMINISTRATION.
- 4.1 A Project Administrator will be designated for the Routing Study, each TCR/SJR Finished Water Transmission Line Project, and each TCR/SJR Raw Water Transmission Line Project. The Project Administrator for the Routing Study shall be selected within thirty (30) days of the Effective Date. If OCU is a participating Finished Water Transmission Line Party or a participating Raw Water Transmission Line Party for a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project utilizing the 528 Alternative, it will be the Project Administrator for said TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project. Cocoa shall be the Project Administrator for any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project utilizing the Well-field/Wewahootee Alternative route, within the limits of Cocoa's existing well-field. The participating Finished Water Transmission Line Parties and Raw Water

Transmission Line Parties shall select the Project Administrator for the remainder of any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project utilizing the Wellfield/Wewahootee Alternative route, which is located outside the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties shall select the Project Administrator for any TCR/SJR Finished Water Transmission Line Project or any Raw Water Transmission Line Project utilizing the County Line Alternative route or any route other than the 528 Alternative or the Wellfield/Wewahootee Alternative.

- 4.2 Within sixty (60) days of the Effective Date, with regards to the Routing Study, or within thirty (30) days of the selection of a Project Administrator for a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, the Project Administrator for that TCR/SJR Finished Water Transmission Line Project and/or TCR/SJR Raw Water Transmission Line Project shall provide, in writing to the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. The Project Manager may be changed at any time immediately upon written notice by the Project Administrator to the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties.
- 4.3 No later than thirty (30) days from the selection of a Project Administrator for the Routing Study, a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, the Parties participating in the Routing Study, the Finished Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project and the Raw Water Transmission Line Parties participating in the TCR/SJR Raw Water Transmission Line Project shall each provide in writing to each other and the Project Administrator, the name, addresses, phone numbers, fax numbers and email addresses of their Pro-

ject Representative for the Routing Study, the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. The Project Representative for each Party participating in the Routing Study, for each Finished Water Transmission Line Party participating in a TCR/SJR Finished Water Transmission Line Project or for each Raw Water Transmission Line Party participating in a TCR/SJR Raw Water Transmission Line Project may be changed at any time immediately upon written notice to the other Parties participating in the Routing Study, the other Finished Water Transmission Line Parties participating in a TCR/SJR Finished Water Transmission Line Project and the other Raw Water Transmission Line Parties participating in a TCR/SJR Raw Water Transmission Line Project.

- 4.4 A Procurement Committee shall be formed upon identification of the Project Representatives by the Parties for the Routing Study, the Finished Water Transmission Line Parties for a TCR/SJR Finished Water Transmission Line Project and the Raw Water Transmission Line Parties for a TCR/SJR Raw Water Transmission Line Project. A Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Procurement Committee meetings comply with the open meeting requirements of section 286.011, Florida Statutes. The Project Administrator's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decisions, with an agenda the Procurement Committee Chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a Majority of the Procurement Committee Members to the Project Manager requesting a special meeting. Meeting notices, including the time and location of the meeting, and the agenda for any Procurement Committee meet-

ing shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Procurement Committee meetings. The Procurement Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

- 4.5 The Parties desire and intend to encourage the Procurement Committee to decide by Consensus as often as possible. In the event Consensus is not reached, as determined by a Straight Vote of a Majority of the Procurement Committee, Procurement Committee decisions will be made by Weighted Vote, unless otherwise specified in this Agreement.
- 4.6 The Procurement Committee shall convene no later than sixty (60) days from the selection of a Project Administrator for the Routing Study or within forty-five (45) days of the participating Finished Water Transmission Line Parties' or the participating Raw Water Transmission Line Parties' decision to approve the Scope(s) of Work pursuant to Section 8.1 of any component of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project to develop a request for qualifications for a technical consultant. In the case of the Routing Study, the request for qualifications shall be consistent with the summary of activities contained in **Exhibit B** and in the case of any component of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, the request for proposal shall be consistent with the applicable Scope of Work. In either case, the request for qualifications for the technical consultant shall be consistent with the statutes, ordinances and rules governing procurement of consultants by the Project Administrator(s). The request for qualifications shall be completed no later than one hundred twenty

(120) days from the selection of a Project Administrator for the Routing Study, a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. The request for qualifications shall be approved by the Procurement Committee. If the Procurement Committee fails to develop and approve a request for qualifications within this one hundred and twenty (120) day period, the Project Administrator(s) shall develop the request for qualifications, which shall be deemed approved by the Committee by default. Once the request for qualifications is approved, the Project Administrator(s) shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by the Project Administrator(s), and notify the Procurement Committee of the outcome of the same so that the Procurement Committee can select the technical consultant. If the Procurement Committee selects the technical consultant, the Project Administrator(s) is bound by the Procurement Committee's decision. If the Procurement Committee fails to select or reject a technical consultant within forty-five (45) days after the Project Administrator(s) notifies the Procurement Committee of the results of the procurement process, then the Project Administrator(s) shall select the technical consultant, which shall be deemed approved by the Procurement Committee by default. Once the technical consultant is selected, the Project Administrator shall procure and contract with the technical consultant to implement the Routing Study and/or the Scope(s) of Work. The Administrator shall administer the contract(s) with the technical consultant.

- 4.7 In discharging its responsibilities the Project Administrator shall, acting through its Project Manager, and in accordance with this Agreement:

4.7.1 Prepare and publish meeting notices for the Procurement Committee.

4.7.2 Prepare and distribute meeting agendas and draft meeting minutes to the Procurement Committee.

- 4.7.3 Defend any challenge or protest filed with regards to procurement decisions made by the Project Administrator pursuant to this Agreement, including the retention of outside counsel to defend the action.
- 4.7.4 Prepare and execute contract(s) with technical consultant(s) and other professional(s).
- 4.7.5 Manage the activities of the technical consultant(s) or other professional(s) to assure that the contract requirements are met.
- 4.7.6 Solicit and approve the TCR/SJR Finished Water Transmission Line Project PDR(s), the TCR/SJR Raw Water Transmission Line Project PDR(s) and any amendments thereto.
- 4.7.7 Solicit and approve the Bidding Budget, Design Budget and Construction Budgets for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project.
- 4.7.8 Solicit and approve construction bids and approve construction contracts for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water.
- 4.7.9 At a frequency mutually agreed to by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties, provide the Project Representatives a detailed report, including any necessary backup documentation required by the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.
- 4.7.10 Manage the review of interim and final deliverables.

- 4.7.11 Coordinate regularly with the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties.
- 4.7.12 Initiate and process funding requests to the participating Parties for implementation of the Routing Study, provided such costs requests are cumulatively less than the TEC.
- 4.7.13 Establish the TCR/SJR Finished Water Transmission Line Project Charge for a TCR/SJR Finished Water Transmission Line Project, except the Routing Study, invoice any participating Finished Water Transmission Line Parties for their portion of the TCR/SJR Finished Water Transmission Line Project Charge and collect the TCR/SJR Finished Water Transmission Line Project Charge from the participating Finished Water Transmission Line Parties in accordance with Sections 14 and 15.
- 4.7.14 Establish the TCR/SJR Raw Water Transmission Line Project Charge for a TCR/SJR Raw Water Transmission Line Project, except the Routing Study, invoice any participating Raw Water Transmission Line Parties and collect the TCR/SJR Raw Water Transmission Line Project Charge from the participating Raw Water Transmission Line Parties in accordance with Sections 14 and 15.
- 4.7.15 Receive and account for funds received from the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.
- 4.7.16 Process and pay invoices from consultants, other professionals and contractors.
- 4.7.17 Submit or modify applications for Environmental Permits necessary for the successful implementation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project upon approval by the participating Finished Water Transmission Line Parties or

the participating Raw Water Transmission Line Parties using the Weighted Vote Method. Respond to request for additional information or clarification from regulatory agencies and provide information as needed to finalize necessary Environmental Permit applications and obtain Environmental Permits upon approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method. The Project Manager and Project Representatives for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project shall jointly develop the applications for the necessary Environmental Permits and any responses to requests for additional information or clarification from regulatory agencies.

- 4.7.18 Acquire real property interests for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, upon approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.
- 4.7.19 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the work under this Agreement. The Project Manager shall give the Project Representatives participating in a TCR/SJR Finished Water Transmission Line Project or the Project Representatives participating in a TCR/SJR Raw Water Transmission Line Project advance notice and the opportunity to attend any such meetings.
- 4.7.20 Negotiate the terms of any Environmental Permit or permit conditions necessary for the successful implementation of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project with the regulatory agencies jointly with the Project Representatives,

subject to approval by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

- 4.7.21 Defend any challenge or protest filed with regards to any Environmental Permits necessary to successfully implement a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project, in coordination with the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.
- 4.7.22 Undertake legal actions, as necessary to further the work authorized under this Agreement with the approval of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.
- 4.7.23 No later than sixty (60) days after completion of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or termination of this Agreement, whichever is applicable, the Project Administrator(s) shall provide the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties with an accounting of the expenditures of funds and shall reimburse to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties any unexpended funds contributed by each of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties.
- 4.7.24 Coordinate regularly with the TCR/SJR Project Administrators to facilitate and maintain the connection of the TCR/SJR Finished Water Transmission Line Project(s) and the TCR/SJR Raw Water Transmission Line Project(s) to their respective Dyal POC(s) and Phase 4 POC(s) in support of the Wholesale Water Supply Contract.

4.7.25 Measure delivery of Finished Water and/or Raw Water to the Delivery Points and report this information to the TCR/SJR Project Administrators by the 5th day of each month or such other deadline as specified in the Wholesale Water Supply Contract.

5. FUNDING.

5.1 The TEC for the Routing Study shall not exceed \$100,000.00 The participating Parties agree to fund the TEC according to the Cost Allocations shown in the table set forth below. Amendments to the TEC are subject to Consensus approval by the participating Parties. Any amendments to the TEC for the Routing Study shall be reflected by written agreement executed by the participating Parties.

Finished Water Transmission Line Party	Percent (%)	Cost Allocation (\$)
OUC	30%	\$30,000
TWA	10%	\$10,000
ECFS	60%	\$60,000
Total	100%	\$100,000

5.2 The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will be assigned a portion of the Capital Cost for the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project in proportion to the Weighted Capacity Allotment held by each of the participating Finished Water Transmission Line Parties or Raw Water Transmission Line Parties in said projects. Each participating Finished Water Transmission Line Party or Raw Water Transmission Line Party shall pay its portion of the Capital Cost. The payment of a participating Finished Water Transmission Line Party's or a participating Raw Water Transmission Line Party's portion of the Capital Cost shall be made to the Project Administrator in full up-

on reasonable notice by the Project Administrator according to a schedule approved by a Weighted Vote of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for a TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, whichever comes first.

- 5.3 The Project Administrator shall establish a TCR/SJR Finished Water Transmission Line Project Charge to pay for the development, construction, expansion, operation and maintenance of a TCR/SJR Finished Water Transmission Line Project, except the Routing Study; invoice any participating Finished Water Transmission Line Parties for their portion of the TCR/SJR Finished Water Transmission Line Project Charge; and, collect the TCR/SJR Finished Water Transmission Line Project Charge from the participating Finished Water Transmission Line Parties, as set forth in Sections 14 and 15.
- 5.4 The Project Administrator shall establish a TCR/SJR Raw Water Transmission Line Project Charge to pay for the development, construction, expansion, operation and maintenance of a TCR/SJR Raw Water Transmission Line Project, except the Routing Study; invoice any participating Raw Water Transmission Line Parties for their portion of the TCR/SJR Raw Water Transmission Line Project Charge; and, collect the TCR/SJR Raw Water Transmission Line Project Charge from the participating Raw Water Transmission Line Parties, as set forth in Sections 14 and 15.
- 5.5 The Project Administrator and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties. In such case, the Finished Water Transmission Line Party or the Raw Water Transmission Line Party, who paid for such information shall be reimbursed or credited by the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties for the actual reasonable cost of such information by the participating Fin-

ished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties using the Weighted Vote Method.

6. SELECTION OF POTENTIAL FINISHED/RAW WATER TRANSMISSION LINE ROUTES.

- 6.1 The Project Administrator shall contract with the technical consultant selected by the Procurement Committee to perform the Routing Study, including a report to the participating Project Representatives consistent with **Exhibit B** evaluating the 528 Alternative, the Wellfield/Wewahootee Alternative, the County Line Alternative and any other route(s) identified by the consultant. The evaluation and report shall be completed no later than one hundred eighty (180) days from the date the Project Administrator enters into a contract with the technical consultant. Copies of the report shall be provided to each of the participating Parties by the Project Administrator.
- 6.2 The Water Suppliers, excluding Cocoa, shall convene no later than thirty (30) days following receipt of the report evaluating potential transmission line routes by the participating Parties in an effort to agree by Consensus to a route(s) for the TCR/SJR Finished Water Transmission Line Project(s) and the TCR/SJR Raw Water Transmission Line Project(s).
- 6.3 In the event the Water Suppliers, excluding Cocoa, cannot agree by Consensus to a route(s) for a specific TCR/SJR Finished Water Transmission Line Project(s) or a specific TCR/SJR Raw Water Transmission Line Project(s) within sixty (60) days from receipt of the Routing Study report by the participating Parties, then each Water Supplier, excluding Cocoa, may independently or in combination with other Water Suppliers, excluding Cocoa, pursue its own TCR/SJR Finished Water Transmission Line Project(s) or its own TCR/SJR Raw Water Transmission Line Project(s), as long as these projects are located on one of the route's identified in **Exhibit A** or another route approved by FRI.

- 6.4 The Water Suppliers, excluding Cocoa, may select the same route for multiple TCR/SJR Finished Water Transmission Line Projects and multiple TCR/SJR Raw Water Transmission Line Projects.

7. POST-ROUTE SELECTION PROCESS.

- 7.1 Upon selection of the route(s) for each TCR/SJR Finished Water Transmission Line Project and each TCR/SJR Raw Water Transmission Line Project by the Water Suppliers pursuant to Section 6, they shall implement the selected TCR/SJR Finished Water Transmission Line Project(s) and the selected TCR/SJR Raw Water Transmission Line Project(s) according to the procedures set forth in Section 7.
- 7.2 At this time, OCU intends to pursue the 528 Alternative. In the event the 528 Alternative is selected as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:
- 7.2.1 OCU will be the Project Administrator, if it is a participating Finished Water Transmission Line Party or a participating Raw Water Transmission Line Party.
- 7.2.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Finished Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Finished Water Transmission Line shall be decided by Consensus of the participating Finished Water Transmission Line Parties.
- 7.2.3 The participating Raw Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

- 7.2.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.
- 7.2.5 The Project Administrator will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the 528 Alternative route.
- 7.2.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.
- 7.2.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of

the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.3 In the event the Wellfield/Wewahootee Alternative is selected, as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:

7.3.1 Cocoa will be the Project Administrator within the limits of Cocoa's existing wellfield. The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall select a Project Administrator by Consensus for those segments of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project located beyond the limits of Cocoa's existing wellfield.

7.3.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line, but the diameter and peaking factor for each TCR Finished Water Transmission Line shall be decided by Consensus of the Participating Finished Water Transmission Line Parties.

7.3.3 The participating Raw Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.

7.3.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover

a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Finished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

- 7.3.5 The Project Administrators will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the Wellfield/Wewahootee Alternative route.
- 7.3.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.
- 7.3.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

- 7.4 In the event the County Line Alternative route or a route other than the 528 Alternative or the County Line Alternative is selected as the route of a TCR/SJR Finished Water Transmission Line Project, a TCR/SJR Raw Water Transmission Line Project or both:
- 7.4.1 The participating Finished Water Transmission Line Parties and Raw Water Transmission Line Parties will select a Project Administrator by Consensus.
- 7.4.2 The participating Finished Water Transmission Line Parties shall each decide as to their respective Weighted Capacity Allotment in a TCR/SJR Finished Water Transmission Line Project, but the diameter and peaking factor for each TCR/SJR Finished Water Transmission Line shall be decided by Consensus of the participating Finished Water Transmission Line Parties.
- 7.4.3 The participating Raw Water Transmission Line Parties shall decide as to their respective Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line, but the diameter and peaking factor for each TCR/SJR Raw Water Transmission Line shall be decided by Consensus of the participating Raw Water Transmission Line Parties.
- 7.4.4 Each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party shall identify its Delivery Point(s) connecting directly to a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. Moreover a Finished Water Transmission Line Party or a Raw Water Transmission Line Party can decide either individually or in conjunction with another Finished Water Transmission Line Party or Raw Water Transmission Line Party to construct a pipeline(s) from its Delivery Point(s) to its water supply system at the Finished Water Transmission Line Party's or Raw Water Transmission Line Party's sole expense. Alternatively, a participating Fin-

ished Water Transmission Line Party or participating Raw Water Transmission Line Party can decide to connect to a participating Finished Water Transmission Line Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement of the participating Parties. Delivery Point(s) shall be constructed at the sole cost of each Finished Water Transmission Line Party or each Raw Water Transmission Line Party.

7.4.5 The Project Administrator will oversee and implement the design, permitting, construction, operation and maintenance of any TCR/SJR Finished Water Transmission Line or any TCR/SJR Raw Water Transmission Line constructed along the County Line Alternative route.

7.4.6 Each participating Finished Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Finished Water Transmission Line Project, as specified in Sections 14 and 15.

7.4.7 Each participating Raw Water Transmission Line Party shall pay its share of the construction, land acquisition, operation and maintenance costs of the TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the TCR/SJR Raw Water Transmission Line Project, as specified in Sections 14 and 15.

7.5 In the event that a route is selected and implemented by only one Finished Water Transmission Line Party or one Raw Water Transmission Line Party, other than that Finished Transmission Line Party's or Raw Water Transmission Line Party's notifying the other Finished Water Transmission Line Parties or Raw Water Transmission Line Parties of its the selection of the identified route and its intention to serve as Project Administrator of the selected route, the provisions of Sections 7.2-7.4 are not applicable.

- 7.6 Any Party can decide to connect to any other Party's water supply system to obtain its share of water from the TCR/SJR Project via that connection, by mutual agreement.

8. PROJECT DESIGN.

- 8.1 Upon completion of the steps identified in Sections 6 and 7, the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall convene to develop Scope(s) of Work by the Weighted Vote Method to complete the design of the TCR/SJR Finished Water Transmission Line Project, the design of the TCR/SJR Raw Water Transmission Line Project and the acquisition of any necessary real property interests in consideration of the selected transmission line route. These Scope(s) of Work shall include consideration of the total Weighted Capacity Allotments for the participating Finished Water Transmission Line Parties and the total Weighted Capacity Allotments for the participating Raw Water Transmission Line Parties, technical considerations of compatibility of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project with the existing water distribution and treatment facilities of each of the participating Finished Water Transmission Line Parties and each of the participating Raw Water Transmission Line Parties, and other factors identified by the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties.
- 8.2 Each TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project shall be designed in accordance with the Scope(s) of Work developed pursuant to Section 8.1. All project design costs associated with a TCR/SJR Finished Water Transmission Line Project(s) shall be funded as a Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. All project design costs associated with a TCR/SJR Raw Water Transmission Line Project(s) shall be funded as a Capital Cost by each participating Raw Water Trans-

mission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.

- 8.3 For any design work implemented for a TCR/SJR Finished Water Transmission Line Project(s) or any design work implemented for a TCR/SJR Raw Water Transmission Line Project(s), as a result of the Scope of Work development pursuant to Section 8.1, the Project Administrator will procure a consultant to prepare a TCR/SJR Finished Water Transmission Line Project PDR or a TCR/SJR Raw Water Transmission Line Project PDR to implement a TCR/SJR Finished Water Transmission Line Project or selected components thereof or implement a TCR/SJR Raw Water Transmission Line Project or selected components thereof. The procurement process shall be consistent with Section 4.6. When the consultant has prepared the TCR/SJR Finished Water Transmission Line Project PDR or the TCR/SJR Raw Water Transmission Line PDR, the Project Administrator will present same to the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties for approval by the Weighted Vote Method. The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties may consider the same, direct changes needed, if any, and shall approve the TCR/SJR Finished Water Transmission Line Project PDR and a Design Budget or the TCR/SJR Raw Water Transmission Line Project PDR and a Design Budget by the Weighted Vote Method.
- 8.4 After approval of the TCR/SJR Finished Water Transmission Line Project PDR, the TCR/SJR Raw Water Transmission Line Project PDR and their respective Design Budgets, the Project Administrator will procure one or more consultants to prepare a final design for the TCR/SJR Finished Water Transmission Line Project or selected components thereof or the TCR/SJR Raw Water Transmission Line Project or selected components thereof based upon the respective approved TCR/SJR Finished Water Transmission Line Project PDR and the approved TCR/SJR Raw Water Transmission Line Project PDR. The Project Administrator

will manage the preparation of the final design(s) of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project. The final design(s) must be based upon the applicable approved TCR/SJR Finished Water Transmission Line Project PDR and the applicable approved TCR/SJR Raw Water Finished Water Transmission Line Project PDR. The Project Administrator will inform the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties at the completion of each final design draft (e.g., 60% and 90% completion intervals) and whether the overall final design contains one or more Substantial Deviations from the applicable TCR/SJR Finished Water Transmission Line Project PDR or the applicable TCR/SJR Raw Water Transmission Line Project PDR. Any Substantial Deviation of the overall final design from the PDR must be approved by the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties by the Weighted Vote Method. Upon completion of the one hundred (100%) percent level of the final design, the Project Administrator will present same to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for approval by the Weighted Vote Method. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will consider the same, direct changes needed, if any, and shall approve the final design along with the Bidding Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project by the Weighted Vote Method.

9. ACQUISITION OF LANDS, EASEMENTS, AND RIGHTS-OF-WAY.

- 9.1 The Project Administrator for each TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project shall be responsible for the acquisition of the lands necessary to construct and operate any TCR/SJR Fin-

ished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project.

- 9.2 Any costs incurred in acquiring lands required for a TCR/SJR Finished Water Transmission Line Project shall be funded as a Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.
- 9.3 Any costs incurred in acquiring lands required for a TCR/SJR Raw Water Transmission Line Project shall be funded as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15.
- 9.4 Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall own an undivided, proportionate share in all easement rights over lands acquired pursuant to this Agreement equal to its Weighted Capacity Allotment in its respective TCR/SJR Finished Water Transmission Line Project or its respective TCR/SJR Raw Water Transmission Line Project. In the event the Wellfield/Wewahootee Alternative is selected as a transmission line route, then Cocoa's existing easements (as may be amended, renewed or substituted) in the existing wellfield will be utilized and no additional land interest shall be acquired by the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties for those portions of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project crossing Cocoa's wellfield.
- 9.5 Any easement interests from FRI necessary to construct and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project shall be acquired according to the process provided for in the General Implementation Agreement, except that the easement for each TCR/SJR Finished Water Transmission Line Project and each TCR/SJR Raw Water Transmission Line Project will be granted by FRI to all the participating Finished Water Transmission Line Parties and all the participating Raw Water Transmission Line

Parties so that each Party shall own an undivided, proportionate share of the easement equal to its Weighted Capacity Allotment in its respective TCR/SJR Finished Water Transmission Line Project or its respective TCR/SJR Raw Water Transmission Line Project.

9.5.1 Easements for any route, whether for TCR/SJR Finished Water Transmission Line Project(s) and/or TCR/SJR Raw Water Transmission Line Project(s) cumulatively shall be no wider than one hundred (100) feet per route, unless otherwise consented to by FRI. If site conditions, such as hydrologic, geologic or environmental conditions make it impracticable or cost prohibitive to comply with this constraint, then FRI shall not unreasonably withhold its consent. Additionally, in determining the route width, the participating Finished Water Transmission Line Parties and/or participating Raw Water Transmission Line Parties shall not consider any use except those associated with the proposed TCR/SJR Finished Water Transmission Line Project or proposed TCR/SJR Raw Water Transmission Line Project.

9.5.2 Where a route runs along a road right of way (ROW) or a FRI property boundary, the route shall abut such ROW or property boundary, leaving no space between the edge of the route and the edge of the ROW or property boundary, unless consented to by FRI. If site conditions, such as hydrologic, geologic or environmental conditions make it impracticable or cost prohibitive to comply with this constraint, then FRI shall not unreasonably withhold its consent.

9.6 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real

property owned by FRI or any portion thereof, as set forth in the General Implementation Agreement.

10. PROJECT CONSTRUCTION.

- 10.1 With the exception of the Wellfield/Wewahootee Alternative, there will only be one Project Administrator responsible for construction of all components of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project. In the case of the Wellfield/Wewahootee Alternative, Cocoa shall be the Project Administrator responsible for construction of all components of any TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project located within the Cocoa wellfield area and there could be another Project Administrator responsible for construction of all components of any TCR/SJR Finished Water Transmission Line Project and any TCR/SJR Raw Water Transmission Line Project located outside the Cocoa wellfield area.
- 10.2 All construction of a TCR/SJR Finished Water Transmission Line Project(s) shall be funded as Capital Cost by each participating Finished Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. Each participating Finished Water Transmission Line Party shall own an undivided share in each specific TCR/SJR Finished Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the specific TCR/SJR Finished Water Transmission Line Project.
- 10.3 All construction of a TCR/SJR Raw Water Transmission Line Project(s) shall be funded as Capital Cost by each participating Raw Water Transmission Line Party, as set forth in Section 5.2, and shall be paid, as specified in Sections 14 and 15. Each participating Raw Water Transmission Line Party shall own an undivided share in each specific TCR/SJR Raw Water Transmission Line Project in proportion to its Weighted Capacity Allotment in the specific TCR/SJR Raw Water Transmission Line Project.

- 10.4 After the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties approve by the Weighted Vote Method the final design and Bidding Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, the Project Administrator will procure bids from contractors to construct the pipeline, pipeline segments and associated infrastructure according to the applicable law governing procurement by the Project Administrator. If there are one or more qualified bidders at or below the approved Bidding Budget, the Project Administrator will select the best qualified bidder and accept the bid and the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will approve a Construction Budget by the Weighted Vote Method. If the Project Administrator receives no qualified bids at or below the Bidding Budget, then the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will decide by the Weighted Vote Method whether to accept the bids. If the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties decide to accept a bid, they will also approve a Bidding Budget by the Weighted Vote Method. The Project Administrator shall then accept the bid and the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall also approve a Construction Budget by the Weighted Vote Method. If the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties decide to reject the bid by the Weighted Vote Method, then the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties will decide by the Weighted Vote Method whether to proceed with the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and, if the decision is made to proceed, then the TCR/SJR Finished Water Transmission Line Project or the

TCR/SJR Raw Water Transmission Line Project shall be re-bid as specified in this Section 10.4.

- 10.5 After the acceptance of bids and establishment of the Construction Budget for the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, as specified in Section 10.4, the Project Administrator will proceed with construction of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. The Project Administrator will make all decisions regarding construction so long as such decisions do not constitute a Substantial Deviation from the approved final design. The Project Administrator will update the Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties monthly as to the status of construction. If during construction one or more change orders are needed that will exceed the amount of the Construction Budget, the Project Administrator must submit the change order(s) to the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties for a decision using the Weighted Vote Method. The participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties must either approve and increase the amount of the Construction Budget or reject the change order(s).

11. PROJECT PERMITTING.

- 11.1 The Project Administrator(s) shall be responsible for acquisition of all Environmental Permits necessary to construct and operate all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project.
- 11.2 All Environmental Permit expenses associated with each specific TCR/SJR Finished Water Transmission Line Project shall be funded as either Capital Cost or Operation and Maintenance Cost, as determined by the Project Administrator, by each participating Finished Water Transmission Line Party. If funded as a Capi-

tal Cost, the Environmental Permit expenses will be governed by Section 5.2. The permitting expenses shall be paid, as specified in Sections 14 and 15.

- 11.3 All Environmental Permit expenses associated with each specific TCR/SJR Raw Water Transmission Line Project shall be funded as either Capital Cost or Operation and Maintenance Cost, as determined by the Project Administrator, by each participating Raw Water Transmission Line Party. If funded as a Capital Cost, the permitting expenses will be governed by Section 5.2. The permitting expenses shall be paid, as specified in Sections 14 and 15.

12. PROJECT OPERATIONS AND MAINTENANCE.

- 12.1 The Project Administrator(s) shall be responsible for operation and maintenance of all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project. The Project Administrator shall at all times operate and maintain its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project in accordance with Prudent Utility Practices. The Project Administrator shall provide sufficient personnel, with appropriate expense to undertake all regulatory requirements, including, but not limited to those imposed by any Environmental Permit, United States Environmental Protection Agency, the United States Army Corps of Engineers, the Florida Department of Environmental Protection, the Florida Department of Health and the SJRWMD with regards to all components of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project. If new regulatory requirements necessitate capital improvements, the Project Administrator shall take all necessary actions in conjunction with the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties to accomplish the same. The Project Administrator shall be responsible for all Environmental Permit violations, including compliance costs or penalties assessed for same, which arise out of the day-to-day op-

erations of its specific TCR/SJR Finished Water Transmission Line Project and/or its specific TCR/SJR Raw Water Transmission Line Project, or the failure of the Project Administrator to comply with any requirement imposed by any regulatory agency in any consent order or Environmental Permit. The Project Administrator shall maintain adequate catastrophic insurance covering its specific TCR/SJR Finished Water Transmission Line Project and its specific TCR/SJR Raw Water Transmission Line Project on such terms as may be established by the Project Administrator. These costs may be passed through to the participating Finished Water Transmission Line Parties in the case of any TCR/SJR Finished Water Transmission Line Project and to the participating Raw Water Transmission Line Parties in the case of any TCR/SJR Raw Water Transmission Line Project, as an Operation and Maintenance Cost.

12.2 All Operations and Maintenance Costs associated with a TCR/SJR Finished Water Transmission Line Project shall be funded by each Finished Water Transmission Line Party, as specified in Sections 14 and 15.

12.3 All Operations and Maintenance Costs associated with a TCR/SJR Raw Water Transmission Line Project shall be funded by each Raw Water Transmission Line Party, as specified in Sections 14 and 15.

13. METERING FACILITIES.

13.1 Delivery Points. Meters shall be installed, maintained and owned by the Project Administrator at each Delivery Point for its specific TCR/SJR Finished Water Transmission Line Project and/or specific TCR/SJR Raw Water Transmission Line. The type of Meter installed at each Delivery Point shall be selected at the Project Administrator's discretion, subject to compliance with industry standards for similar Meters.

13.2 Measuring Quantity of Water Delivered. The quantity of water delivered to each Delivery Point(s) will be measured by the Project Administrator responsible for

the specific TCR/SJR Finished Water Transmission Line Project or the specific TCR/SJR Raw Water Transmission Line Project.

- 13.3 Inspection and Calibration of Meters. Each Meter shall be inspected and calibrated annually and a report shall be prepared at the conclusion of each inspection/calibration detailing the condition and accuracy of each Meter by the Project Administrator and delivered to the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties. Each inspection/calibration of the Meters shall be performed by a certified, competent person. Upon request of a Finished Water Transmission Line Party in the case of a TCR/SJR Finished Water Transmission Line Project or a Raw Water Transmission Line Party in the case of a TCR/SJR Raw Water Transmission Line Project, the Project Administrator shall make arrangements for a test of a Meter installed at the Delivery Point by an independent testing entity agreeable to the requesting Finished Water Transmission Line Party or the requesting Raw Water Transmission Line Party. All costs and expenses shall be borne by the Finished Water Transmission Line Party or the Raw Water Transmission Line Party requesting the test, unless the Meter is found to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, in which case, the cost and expense of the test shall be borne by the Project Administrator and such cost may not be passed along to the Finished Water Transmission Line Party as part of the TCR/SJR Finished Water Transmission Line Project Charge or the Raw Water Transmission Line Party as part of the TCR/SJR Raw Water Transmission Line Project Charge.
- 13.4 Meter Inaccuracy. Should the Meter be determined to be inaccurate beyond the accuracy specified in AWWA Manual of Practice M6, as amended from time to time, the Project Administrator shall repair, recalibrate or replace the malfunctioning Meter at its earliest convenience recognizing that time is of the essence. Additionally, the Meter shall be assumed to have been inaccurate half way since

the last inspection/calibration and the following month's billing of the TCR/SJR Finished Water Transmission Line Project Charge and/or TCR/SJR Raw Water Transmission Line Project Charge will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the Finished Water Transmission Line Party or to the Raw Water Transmission Line Party for metered flow for that period.

14. TCR/SJR FINISHED WATER TRANSMISSION LINE PROJECT CHARGE AND TCR/SJR RAW WATER TRANSMISSION LINE PROJECT CHARGE. For each Fiscal Year, the Finished Water Transmission Line Parties shall pay their Project Administrator their applicable TCR/SJR Finished Water Transmission Line Project Charge and the Raw Water Transmission Line Parties shall pay their Project Administrator their applicable TCR/SJR Raw Water Transmission Line Project Charge, as follows:

- 14.1 General. The TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be sufficient to pay their respective Fixed Operation and Maintenance Costs, Renewal and Replacement Cost and Variable Operation and Maintenance Costs, as required for the upcoming Fiscal Year. The TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall each consist of a Base Charge and a Variable Charge. Both the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall each be computed in the manner specified in Section 14.3 prior to the upcoming Fiscal Year and the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties shall be notified of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge, respectively, in the manner provided in Section 14.2. Establishment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be made by the Project Administrator and the Project Ad-

ministrator's decision shall not be subject to supervision or regulation by any commission, board, bureau, municipality, county or political subdivision of the State of Florida, except its own governing body, provided however, the TCR/SJR Finished Water Transmission Line Project Charge must be established in strict compliance with this Agreement.

- 14.2 Notification of TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge. On or before May 15, prior to the Fiscal Year after selection of a TCR/SJR Finished Water Transmission Line Project route and of a TCR/SJR Raw Water Transmission Line Project route, and every May 15 thereafter, the Project Administrator shall notify the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties of their respective preliminary TCR/SJR Finished Water Transmission Line Project Charge and preliminary TCR/SJR Raw Water Transmission Line Project Charge for the upcoming Fiscal Year. The preliminary TCR/SJR Finished Water Transmission Line Project Charge and the preliminary TCR/SJR Raw Water Transmission Line Project Charge shall each be accompanied by a report detailing the manner in which the preliminary TCR/SJR Finished Water Transmission Line Project Charge and the preliminary TCR/SJR Raw Water Transmission Line Project Charge were computed for the upcoming Fiscal Year. On or before July 30 prior to the Fiscal Year after selection of a TCR/SJR Finished Water Transmission Line Project route and a TCR/SJR Raw Water Transmission Line Project route, and every July 30 thereafter, the Project Administrator shall notify the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission of the final TCR/SJR Finished Water Transmission Line Project Charge and the final TCR/SJR Raw Water Transmission Line Project Charge for the upcoming Fiscal Year.
- 14.3 Establishment of TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge. The TCR/SJR Finished Wa-

ter Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be established by the Project Administrator as follows:

14.3.1 The Project Administrator shall determine the Fixed Operation and Maintenance Cost, the Renewal and Replacement Cost and the Variable Operation and Maintenance Cost required to meet the cash needs of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Finished Water Project for the upcoming Fiscal Year.

14.3.2 The Base Charge shall be computed as follows:

14.3.2.1 The Base Charge shall consist of the total of the Fixed Operation and Maintenance Cost and Renewal and Replacement Cost determined pursuant to Section 14.3.1. The Base Charge for each participating Finished Water Transmission Line Party and participating Raw Water Transmission Line Party shall be computed based upon each participating Finished Water Transmission Line Party's and Raw Water Transmission Line Party's Weighted Capacity Allotment in their respective TCR/SJR Finished Water Transmission Line Project and TCR/SJR Raw Water Transmission Line Project. For example, if either a Finished Water Transmission Line Party's or a Raw Water Transmission Line Party's Weighted Capacity Allotment in their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project is thirty (30%) percent, then that Finished Water Transmission Line Party or Raw Water Transmission Line Party would be responsible for paying thirty (30%) percent of the Base Charge.

14.3.2.2 The Base Charge computed for each Finished Water Transmission Line Party and each Raw Water Transmission Line Party pursuant to Sections 14.3.2.1 and 14.3.2.2 shall be increased

by any underpayment or decreased by any overpayment determined pursuant to Section 14.5.

14.3.3 Calculation of Variable Rate. The Variable Rate shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 14.3.1 divided by the quantity of Finished Water the Project Administrator estimates will pass through the total of all the Delivery Points for the TCR/SJR Finished Water Transmission Line Project during the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of Finished Water or the Variable Operation and Maintenance Cost determined pursuant to Section 14.3.1 divided by the quantity of Raw Water the Project Administrator estimates will pay through the total of all Delivery Points for the TCR/SJR Raw Water Transmission Line Project during the upcoming Fiscal Year expressed as a cost per thousand (1,000) gallons of Raw Water.

14.4 Payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge. For each Fiscal Year, the participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their respective TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge, as follows:

14.4.1 The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their individual Base Charge as specified in Section 14.3.2 in twelve (12) equal monthly payments on or before the 1st day of each calendar month starting on October 1 and ending on the following September 1.

14.4.2 The participating Finished Water Transmission Line Parties and the participating Raw Water Transmission Line Parties shall pay their Variable Charge on a monthly basis. Each Finished Water Transmission Line Party's

and Raw Water Transmission Line Party's monthly payment shall be determined by multiplying the actual total amount of water that flowed through the Finished Water Transmission Line Party's Delivery Point(s) or the Raw Water Transmission Line Party's Delivery Point(s) during the prior calendar month by the Variable Rate calculated as specified in Section 14.3.3.

- 14.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Project Administrator shall maintain accounts and records of actual total water flow through each participating Finished Water Transmission Line Party's Delivery Point(s), each participating Raw Water Transmission Line Party's Delivery Point(s), all revenue received from all sources to meet the cash needs of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and the actual Fixed Operation and Maintenance Costs, Renewal and Replacement Cost and Variable Operation and Maintenance Costs incurred with respect to the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. On or before each April 1, beginning on the April 1 immediately following the Fiscal Year in which a TCR/SJR Finished Water Transmission Line Project Charge was paid by the participating Finished Water Transmission Line Parties or a TCR/SJR Raw Water Transmission Line Project Charge was paid by the participating Raw Water Transmission Line Parties, the Project Administrator shall complete an audit of the aforesaid records and accounts and determine what should have been the TCR/SJR Finished Water Transmission Line Project Charge for each Finished Water Transmission Line Party based on actual water flow through the Delivery Point(s) and actual costs during the preceding Fiscal Year and what should have been the TCR/SJR Raw Water Transmission Line Project Charge for each Raw Water Transmission Line Party based on actual water flow through the Delivery Point(s) and actual costs during the preceding Fiscal Year. Said audit shall be conducted by a certified public accounting firm. In the event the event the audit determines

an underpayment was made by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, then said underpayment shall be added to that Finished Water Transmission Line Party's Base Charge or that Raw Water Transmission Line Party's Base Charge for the upcoming Fiscal Year and paid in the manner specified in Section 14.4.1. If the audit determines that an overpayment was made to a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, then said overpayment shall be deducted from that Finished Water Transmission Line Party's or Raw Water Transmission Line Party's Base Charge for the upcoming Fiscal Year in the manner specified in Section 14.4.1. All underpayments and overpayments will be paid in equal monthly payments during the remainder of the current Fiscal Year.

15. BILLING, PAYMENT, SOURCE OF FUNDS AND RELATED MATTERS.

- 15.1 Billing and Payment. The Project Administrator shall invoice each participating Finished Water Transmission Line Party and each participating Raw Water Transmission Line Party for its Base Charge and Variable Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal work day of the calendar month during which water flowed through the Delivery Point(s). Billing to each Finished Water Transmission Line Party and Raw Water Transmission Line Party shall be made on the 10th day of the following calendar month and payment to the Project Administrator shall be due by the 30th day of the month in which the statement was received. If the Base Charge, the Variable Charge or any portion thereof remains unpaid twenty-five (25) days following its due date, the Finished Water Transmission Line Party or Raw Water Transmission Line Party shall be charged with and pay to the Project Administrator interest on the amount unpaid from its due date until paid at the rate of eight percent (8%) per annum.
- 15.2 Irrevocable Commitment to Pay. The Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties shall pay their respective Base

Charge and Variable Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 15.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Project Administrator is undertaking the development, design, construction, expansion and the operation and maintenance of the TCR/SJR Finished Water Transmission Line Project and the TCR/SJR Raw Water Transmission Line Project on the representation, warranties and covenants of the Finished Water Transmission Line Parties and the Raw Water Transmission Line Parties to pay their respective TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge in a timely manner.

15.3 Source of Payment. The source of funds for payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge shall be the Enterprise Fund established by each Finished Water Transmission Line Party and each Raw Water Transmission Line Party or such other funds funded entirely by user fees. Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall maintain an operation and maintenance account throughout the term of this Agreement. At all times during the terms of this Agreement, a Finished Water Transmission Line Party and a Raw Water Transmission Line Party shall pay their respective TCR/SJR Finished Water Transmission Line Project Charge and TCR/SJR Raw Water Transmission Line Project Charge from its operation and maintenance account.

15.4 Water Utility System Charges. Each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the TCR/SJR Finished Water Transmission Line Project Charge and the TCR/SJR Raw Water Transmission Line Project Charge.

15.5 Prohibition Against Indebtedness and Ad Valorem Taxes. The obligation of the Finished Water Transmission Line Parties to pay the TCR/SJR Finished Water Transmission Line Project Charge pursuant to this Agreement and the obligation of the Raw Water Transmission Line Parties to pay the TCR/SJR Raw Water Transmission Line Project Charge do not constitute general indebtedness of the Finished Water Transmission Line Parties or of the Raw Water Transmission Line Parties within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties. Neither the Project Administrator nor any regional, state or federal agency providing cooperative funding to fund the development, design, construction, alteration, improvement, replacement, expansion or operation of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project shall have the right to require the Finished Water Transmission Line Parties or the Raw Water Transmission Line Parties to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 15.3.

16. WITHDRAWAL OF FINISHED WATER TRANSMISSION LINE PARTIES OR RAW WATER TRANSMISSION LINE PARTIES FROM THIS AGREEMENT. A Finished Water Transmission Line Party or a Raw Water Transmission Line Party may, at its option and upon written notice to the Project Administrator and all other Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, as the case may be, withdraw from further participation in the Agreement, as follows:

16.1 If the withdrawal occurs prior to completion of the Routing Study, the withdrawing Party participating in the Routing Study shall no longer have any rights of participation in this Agreement. A withdrawing Party shall remain liable for payment of its share of all costs and expenses related to the Routing Study. Upon notice of withdrawal by a Party participating in the Routing Study, the Project Administra-

tor for the Routing Study shall suspend all work on the Routing Study, while the remaining Parties convene to discuss the continued feasibility of pursuing the Routing Study or whether the scope of the Routing Study need to be modified. If after ninety (90) days of receiving notice of the withdrawal by a Party participating in the Routing Study, the remaining Parties participating in the Routing Study do not decide by the Weighted Vote Method to terminate the Routing Study, then the Project Administrator shall move forward with completing the Routing Study.

- 16.2 If the withdrawal occurs prior to the payment by the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party of any Capital Costs necessary for permitting, design or construction of their TCR/SJR Finished Water Transmission Line Project or their TCR/SJR Raw Water Transmission Line Project, as the case may be, the withdrawing Finished Water Transmission Line Party or withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permits and any application for Environmental Permits obtained or applied for under this Agreement and shall file the necessary legal instruments confirming it no longer has any legal interests in any real property interests acquired pursuant to this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of all costs related to a contract between its Project Administrator and a third party, which had been executed prior to the Finished Water Transmission Line Party's or the Raw Water Transmission Line Party's withdrawal. Upon notice of withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the Project Administrator shall suspend all work on the TCR/SJR Finished Water Trans-

mission Line Project or the TCR/SJR Raw Water Transmission Line Project, while the remaining Finished Water Transmission Line Parties or Raw Water Transmission Line Parties convene to discuss the continued feasibility of pursuing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. If after ninety (90) days of receiving notice of the withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the remaining Finished Water Transmission Line Parties and the remaining Raw Water Transmission Line Parties do not decide by the Weighted Vote Method to terminate work on the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, then the Project Administrator shall move forward with completing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project and any projected costs attributed to the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall be re-allocated on a pro rata basis or as agreed by Consensus among the remaining Finished Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project or as agreed by Consensus among the remaining Raw Water Transmission Line Parties participating in the TCR/SJR Raw Water Transmission Line Project.

- 16.3 If the withdrawal occurs before completion of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, but after payment by the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party of any Capital Costs necessary for permitting, design or construction of their TCR/SJR Finished Water Transmission Line Project or their TCR/SJR Raw Water Transmission Line Project, as the case may be, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Trans-

mission Line Project or its TCR/SJR Raw Water Transmission Line Project and shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permits and any application for Environmental Permits obtained or applied for under this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of all costs related to a contract between its Project Administrator and a third party, which had been executed prior to the Finished Water Transmission Line Party's or the Raw Water Transmission Line Party's withdrawal. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall also remain liable for payment of its share of the Fixed Operation and Maintenance Costs and Renewal and Replacement Cost for its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, as long as it maintains an ownership interest in its TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project. Upon notice of withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the Project Administrator shall suspend all work on the TCR/SJR Finished Water Transmission Line Project or the Raw Water Transmission Line Project, while the remaining participating Finished Water Transmission Line Parties or participating Raw Water Transmission Line Parties convene to discuss the continued feasibility of pursuing the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project. If after ninety (90) days of receiving notice of the withdrawal by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties do not decide by the Weighted Vote Method to terminate work on the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, then the Project Administrator shall move forward with completing, operating and maintaining the TCR/SJR Finished Water Trans-

mission Line Project or the TCR/SJR Raw Water Transmission Line Project. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall retain its ownership interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project until the remaining Finished Water Transmission Line Parties or remaining Raw Water Transmission Line Parties pay in full the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Upon payment of the withdrawing Finished Water Transmission Line Party's or withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall transfer its Weighted Capacity Allotment and file the necessary legal instruments transferring its property interests in its TCR/SJR Finished Water Transmission Line Project or its Raw Water Transmission Line Project to the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties in proportion to their payment of the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Until such payment is made none of the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties may use the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. A

Party withdrawing under this Section 16.3 shall contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Agreement under this Section 16.3 void.

- 16.4 If the withdrawal occurs after completion of the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party, as the case may be, shall no longer have any rights of participation in this Agreement, shall forfeit or surrender use of its Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project and shall notify the appropriate regulatory agencies of its withdrawal from any Environmental Permit and any application for Environmental Permit obtained or applied for under this Agreement. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall remain liable for payment of its share of the Fixed Operations and Maintenance Costs and Renewal and Replacement Costs for its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, as long as it maintains ownership of its interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. The withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall retain its ownership interest in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project until the remaining Finished Water Transmission Line Parties or remaining Raw Water Transmission Line Parties pay in full the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. Upon payment of the withdrawing Finished Water Transmission Line

Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall transfer its Weighted Capacity Allotment and file the necessary legal instruments transferring its property interests in its TCR/SJR Finished Water Transmission Line Project or its Raw Water Transmission Line Project to the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties in proportion to their payment of the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's current Book Value of all payments of its portion of the Capital Cost of the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project. Until such payment is made none of the remaining participating Finished Water Transmission Line Parties or the remaining participating Raw Water Transmission Line Parties may use the withdrawing Finished Water Transmission Line Party's or the withdrawing Raw Water Transmission Line Party's Weighted Capacity Allotment in its TCR/SJR Finished Water Transmission Line Project or its TCR/SJR Raw Water Transmission Line Project. A Party withdrawing under this Section 16.4 shall also contemporaneously withdraw from the General Implementation Agreement. Failure to withdraw from the General Implementation Agreement shall render the withdrawal from this Agreement under this Section 16.4 void.

- 16.5 Upon withdrawal, the withdrawing Finished Water Transmission Line Party or the withdrawing Raw Water Transmission Line Party shall not interfere with or legally challenge or support any legal challenge that directly or indirectly conflicts with the commitment of the remaining Parties pursuant to this Agreement.

17. SUBSTITUTION OF FINISHED WATER TRANSMISSION LINE PARTIES AND/OR RAW WATER TRANSMISSION LINE PARTIES, ASSIGNMENT OF THIS AGREEMENT AND CONVEYANCE TO OTHER FINISHED WATER TRANSMISSION LINE PARTIES AND/OR RAW WATER TRANSMISSION LINE PARTIES.

17.1 **Substitution.** As a matter of right, a new Finished Water Transmission Line party or a new Raw Water Transmission Line party may be substituted for an existing Finished Water Transmission Line Party or an existing Raw Water Transmission Line Party, if the new Finished Water Transmission Line party or the new Raw Water Transmission Line party agrees to enter this Agreement and fully perform all obligations of the existing Finished Water Transmission Line Party or the existing Raw Water Transmission Line Party. Prior to the substitution taking effect, the existing Finished Water Transmission Line Party or the existing Raw Water Transmission Line Party must notify the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other participating Finished Water Transmission Line Parties or to the other participating Raw Water Transmission Line Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provision shall not apply when one existing Party is substituted for another existing Party.

17.2 **Assignment.** As a matter of right, this Agreement may be assigned by a Finished Water Transmission Line Party or a Raw Water Transmission Line Party, in part, to a new party, if the new party agrees to enter into this Agreement and fully

perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Finished Water Transmission Line Party or Raw Water Transmission Line Party must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other participating Finished Water Transmission Line Parties or the other participating Raw Water Transmission Line Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Parties accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

- 17.3 **Conveyance to Other Parties.** Except as may be constrained by any Environmental Permit or other applicable governmental regulatory program, any Finished Water Transmission Line Party or Raw Water Transmission Line Party may voluntarily and by agreement sell, grant, divest, lease, or otherwise convey or forego all or a portion of its Weighted Capacity Allotment and ownership interest in a specific TCR/SJR Finished Water Transmission Line Project or in a specific TCR/SJR Raw Water Transmission Line Project on a temporary or permanent basis. The terms of any such Weighted Capacity Allotment and ownership interest conveyance shall be decided by the Finished Water Transmission Line Parties or Raw Water Transmission Line Parties, who are parties to such Weighted Capacity Allotment and ownership interest conveyance at the time of such agreement. Any Finished Water Transmission Line Party or Raw Water Transmission Line Party agreeing to convey all or a portion of its Weighted Capacity allotment and ownership interest in a specific TCR/SJR Finished Water Transmission Line Project or in a specific TCR/SJR Raw Water Transmission Line Project shall not be considered to have abandoned its Weighted Capacity Allotment and ownership interest, and no other Finished Water Transmission Line Party or Raw Water

Transmission Line Party shall take any action to divest the conveying Finished Water Transmission Line Party or Raw Water Transmission Line Party of any portion of its Weighted Capacity Allotment and ownership interest, except as may be necessary to enforce the agreement to convey said Weighted Capacity Allotment and ownership interest. The conveyance of all or a portion of a Weighted Capacity Allotment and ownership interest in a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project between two or more Finished Water Transmission Line Parties or between two or more Raw Water Transmission Line Parties shall be in writing and shall set forth all rights and obligations that are being transferred as part of the conveyance. A copy of this written document shall be provided to all the Parties in the manner set forth in Section 26.

18. APPLICATION FOR FUNDING. The Parties may cooperatively seek funding for activities under this Agreement from federal, state, regional and local revenue sources, including, but not limited to cooperative funding from water management districts. Any Party seeking such funds shall provide notice as specified in Section 26. Any funding sought pursuant to this Section shall be applied for by the Project Administrator on behalf of the participating Finished Water Transmission Line Parties or the participating Raw Water Transmission Line Parties, as the case may be, or by one of the participating Finished Water Transmission Line Parties or one of the participating Raw Water Transmission Line Parties with Consensus approval of the other participating Finished Water Transmission Line Parties or other participating Raw Water Transmission Line Parties. No Party shall interfere with any other Party seeking these funds with regards to their respective TCR/SJR Finished Water Transmission Line Project or their respective TCR/SJR Raw Water Transmission Line Project, however, this would not prohibit the Project Administrators for their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project from competing for the same funds or prohibit the Parties from seeking funds for other non-TCR/SJR Finished Water Transmission Line Projects or non-TCR/SJR Raw Water Transmission Line Projects. Any funding received shall

be applied to the benefit of all the participating Finished Water Transmission Line Parties or all the participating Raw Water Transmission Line Parties, as the case may be.

19. CONSTRUCTION, MANAGEMENT AND OPERATION OF FINISHED WATER TRANSMISSION LINE PROJECTS AND RAW WATER TRANSMISSION LINE PROJECTS.

The Parties shall cooperate with each other and no Party shall interfere with a Project Administrator's ability to construct, manage and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

20. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently design or construct any portion of a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project outside the process described herein.

21. ENVIRONMENTAL PERMITS.

21.1 The Parties shall cooperate with each other and no Party shall interfere with another Party's ability to obtain, maintain and comply with all Environmental Permits necessary to construct, manage and operate a TCR/SJR Finished Water Transmission Line Project or a TCR/SJR Raw Water Transmission Line Project.

21.2 Finished Water Transmission Line Parties and Raw Water Transmission Line Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Project Manager on behalf of the participating Finished Water Transmission Line Parties and participating Raw Water Transmission Line Parties in support of any permit application for Environmental Permits for any TCR/SJR Finished Water Transmission Line Project or any TCR/SJR Raw Water Transmission Line Project.

21.3 Except as provided in Sections 4.7.21 and 4.7.22, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any permit sought by the Project Manager on behalf of the participating Finished Water Transmission Line Parties for

any TCR/SJR Finished Water Transmission Line Project or on behalf of the participating Raw Water Transmission Line Parties for any TCR/SJR Raw Water Transmission Line.

22. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

23. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

24. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

24.1 **Parties' Common Interest**. The Parties have a common interest in implementing and operating a SJR/TCR Finished Water Transmission Line Project or TCR/SJR Raw Transmission Line Project in accordance with the terms of this Agreement. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to any SJR/TCR Finished Water Transmission Line Project or any SJR/TCR Raw Water Transmission Line Project, including the issuance of any permit necessary for a SJR/TCR Finished Water Transmission Line Project or a SJR/TCR Raw Water Transmission Line Project and any related litigation.

24.2 **Sharing Confidential Information with Other Parties**. No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will

remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

24.3 Using Confidential Information from Another Party. Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

24.4 Disclosure of Confidential Information to Third Parties. If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public record request or otherwise, any or all of the Confidential Information or any other document or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert and any all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the dis-

closure of the Confidential Information, by way of injunctive or other relief, as provided by law, shall be upon the Party asserting the exemption or claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes and is not otherwise exempt from production, the originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes or other applicable requests for disclosure shall not be deemed to have violated this Section.

25. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

26. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt

requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail. All notices shall be delivered or sent to the Parties at their respective address shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:	City Manager City of Cocoa 65 Stone Street Cocoa, Florida 32922
With copy to:	Utilities Director City of Cocoa 351 Shearer Boulevard Cocoa, Florida 32922
	City Attorney City of Cocoa 65 Stone Street Cocoa, Florida 32922
As to County:	County Administrator Orange County Government P.O. Box 1393 Orlando, Florida 32802

With copy to:	Utilities Director Orange County Utilities 9150 Curry Ford Road Orlando, Florida 32825 County Attorney Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802
As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

As to FRI: President
Farmland Reserve, Inc.
13754 Deseret Lane
St. Cloud, Florida 34773

With copy to: Hopping, Green & Sams
P.O. Box 6526
Tallahassee, Florida 32314

27. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.
28. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.
29. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.
30. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

31. LIABILITY AND INSURANCE.

- 31.1 **Sovereign Immunity.** Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.
- 31.2 **Indemnification.** All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), sub-consultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement of work and access to any of the property of the Parties.
- 31.3 **Insurance.** All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator, Phase 4 Dyal Treatment Project Administrator or Phase 4 Non-Dyal Treatment Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all rea-

sonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

32. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

33. CONSTRUCTION OF AGREEMENT.

33.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

33.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

33.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

33.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

33.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

33.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

33.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

33.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

34. TERM, TERMINATION.

34.1 This Agreement shall take legal effect on the Effective Date. Unless terminated earlier, this Agreement shall remain in effect in perpetuity.

34.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

34.2.1 The General Implementation Agreement should terminate; or

34.2.2 Upon Consensus of all the Parties at any time.

- 34.3 Upon termination of this Agreement, each Finished Water Transmission Line Party and each Raw Water Transmission Line Party shall retain their ownership interest in their respective TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project.
35. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.
36. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.
37. CONFLICT RESOLUTION. Before proceeding to the default and remedy provisions of this Agreement in Section 38, in the event of a conflict between separate TCR/SJR Finished Water Transmission Line Projects, separate TCR/SJR Raw Water Transmission Line Projects or both, the Project Administrators for each of the projects shall attempt to resolve the conflict. The conflict resolution process shall commence with a Project Administrator providing written notice to the Project Administrator(s) for the conflicting TCR/SJR Finished Water Transmission Line Project or conflicting TCR/SJR Raw Water Transmission Line Project of the conflict. After transmittal and receipt of the notice of conflict, the disputing Project Administrators shall meet at least once within ten (10) days after delivery of such notice at a reasonable time and place, as mutually agreed to attempt to resolve the conflict. The disputing Project Administrators shall continue meeting thereafter as often as they reasonably deem necessary in an attempt to resolve the conflict. If these discussions fail to resolve the conflict within thirty (30) days of the initial notice, or the disputing Project Administrators fail to meet within ten (10) days of the initial notice, if practicable and possible, then any of the Finished Water Transmission Line Parties and/or Raw Water Transmission Line Parties participating in the TCR/SJR Finished Water Transmission Line Project or TCR/SJR Raw Water Transmission Line Project, which were deemed to be in conflict as a result of the initial notice of conflict may provide written notice to the Project Administrators and all the participating Finished Water

Transmission Line Parties and/or Raw Water Transmission Line Parties of the conflict. After transmittal and receipt of this second notice of conflict, then the executive officers of each of the disputing Project Administrators and participating Finished Water Transmission Line Parties and/or Raw Water Transmission Line Parties shall meet to attempt to resolve the conflict. This meeting shall take place within ten (10) days after delivery of the second notice of conflict at a reasonable time and place, as mutually agreed to attempt to resolve the conflict. The executive officers shall continue meeting thereafter as often as they reasonably deem necessary in an attempt to resolve the conflict. If these discussions fail to resolve the conflict within thirty (30) days of the second notice of conflict, or the disputing executive officers fail to meet within ten (10) days of the second notice of conflict, if practicable and possible, then any of the disputing Project Administrators, Finished Water Transmission Line Parties or Raw Water Transmission Line Parties may initiate the default and remedy provisions of this Agreement in Section 38.

38. DEFAULT AND REMEDY.

- 38.1 **Default.** Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.
- 38.2 **Notice of Default and Opportunity to Cure.** Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 26, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

- 38.3 **Remedy for Default.** For any Default not cured as provided in Section 38.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.
- 38.4 **Mediation.** Prior to seeking any remedy for a Default as provided in Section 38.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.
- 38.5 **Force Majeure Event.** In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this

Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

- 38.6 **Payment Dispute.** A Finished Water Transmission Line Party or a Raw Water Transmission Line Party that disputes a payment of their respective TCR/SJR Finished Water Transmission Line Project Charge or TCR/SJR Raw Water Transmission Line Project Charge under Sections 14 and 15 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Finished Water Transmission Line Party or the Raw Water Transmission Line Party, the Project Administrator shall be required to either pay the disputed charge either as a credit against the TCR/SJR Finished Water Transmission Line Project Charge or the TCR/SJR Raw Water Transmission Line Project Charge, as the case may be, for the next Fiscal year or through a direct one-time payment to the Finished Water Transmission Line Party or the Raw Water Transmission Line Party.
- 38.7 **Suspension of Ability to Utilize the TCR/SJR Finished Water Transmission Line Project or the TCR/SJR Raw Water Transmission Line Project.** A Finished Water Transmission Line Party or a Raw Water Transmission Line Party that fails to pay their respective TCR/SJR Finished Water Transmission Line Project Charge, TCR/SJR Raw Water Transmission Line Project Charge or any portion thereof within ninety (90) days following its due date shall be in default of this Agreement and upon thirty (30) days written notice, the Project Administrator may suspend the Finished Water Transmission Line Party's right to utilize the TCR/SJR Finished Water Transmission Line Project or the Raw Water Transmission Line Party's right to utilize the TCR/SJR Raw Water Transmission Line Project. Suspension of use of a TCR/SJR Finished Water Transmission Line by a Finished Water Transmission Line Party or use of a TCR/SJR Raw Water Transmission Line Project because of its failure to pay the TCR/SJR Finished Water Transmission Line Pro-

ject Charge, the TCR/SJR Raw Water Transmission Line Project Charge or any portion thereof shall not excuse the Finished Water Transmission Line Party or the Raw Water Transmission Line Party from paying the Project Administrator the Base Charge, when it becomes due nor prohibit the Project Administrator from continuing to charge interest on the amount unpaid. Upon payment of all outstanding TCR/SJR Finished Water Transmission Line Project Charges, including any interest and all outstanding TCR/SJR Raw Water Transmission Line Project Charges, including interest, the Project Administrator shall immediately allow the Finished Water Transmission Line Party full use of the TCR/SJR Finished Water Transmission Line and the Raw Water Transmission Line Party full use of the TCR/SJR Finished Water Transmission Line Project. The Project Administrator's decision to suspend a Finished Water Transmission Line Party's use of the TCR/SJR Finished Water Transmission Line or a Raw Water Transmission Line Party's use of the TCR/SJR Raw Water Transmission Line under this section shall not be considered a default under Section 38.1. However, the Project Administrator's failure to allow use of a TCR/SJR Finished Water Transmission Line or a TCR/SJR Raw Water Transmission Line upon payment of all outstanding TCR/SJR Finished Water Transmission Line Project Charges or all outstanding TCR/SJR Raw Water Transmission Line Project Charges, including any interest, may constitute a default under Section 38.1.

39. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent a Project Administrator from collecting its attorney's fees, costs and expenses as Operation and Maintenance Costs.

40. MISCELLANEOUS PROVISIONS.

40.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

- 40.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.
- 40.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

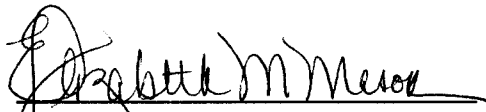
By: *Craig A. Stopyna*
fol Deputy Clerk



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:


ORLANDO UTILITIES COMMISSION


Print Name

ELIZABETH M MASON

By: 
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: 

Date: 8/30/17

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.



TOHOPEKALIGA WATER AUTHORITY

an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: _____

Tom E. White, Vice Chair
Board of Supervisors

Date: _____

August 30, 2017

ATTEST:

Clarence L. Thacker, Secretary
Board of Supervisors

1 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed
2 and entered into by East Central Florida Services, Inc.

3 EAST CENTRAL FLORIDA SERVICES, INC.

4
5
6
7
8 By: _____

9 K. Erik Jacobsen, President

10
11
12 Attest: _____

13
14 Date: _____

15 8/23/2017

16
17
18
19 Approved as to Form:

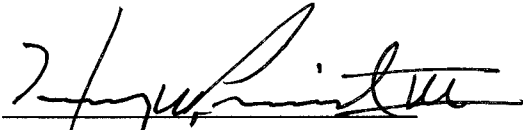
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22 _____

23 Eric T. Olsen, Esq.

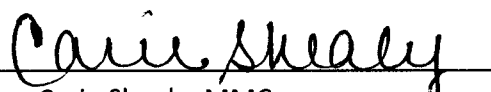
24 Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida


CITY OF COCOA, a Florida municipal corporation

By: 
Henry J. Parrish III
Mayor

ATTEST:

By: 
Carie Shealy, MMC

APPROVED AS TO FORM:


Anthony A. Garganese, Esq.
City Attorney

1 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed
2 and entered into by Farmland Reserve, Inc.

3 FARMLAND RESERVE, INC.
4
5
6

7
8 By: Don M. Sleight
9 Don M. Sleight, Chief Executive Officer

10
11 Attest: Jane Lent
12
13

14 Date: 8/16/2017
15
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17
18

19 Approved as to Form:
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22 Eric T. Olsen
23
24 Eric T. Olsen, Esq.,
25 Legal Counsel
26

[illegible]

EXHIBIT B – ROUTING STUDY SUMMARY OF ACTIVITIES

INTRODUCTION

The work contemplated under Routing Study is to address the routing and location of the TCR/SJR Finished Water Transmission Line Project(s)/TCR/SJR Raw Water Transmission Line Project(s). The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that that multiple consultants including engineering, surveying, environmental and legal services will be required. It is anticipated that there will be a primary technical consultant selected under this Agreement and legal services will be provided by the individual legal representatives of the Parties participating in the Routing Study.

EVALUATION OF POTENTIAL TRANSMISSION LINE ROUTES

Three potential routes for Finished Water Transmission Line Projects and Raw Water Transmission Line Projects have been identified by the Parties, the “528 Alternative,” the “Well-field/Wewahootee Alternative” and the “County Line Alternative” which are identified in **Exhibit A**. Prior to the selection of the technical consultant, the Parties identified participating in the Routing Study may by Consensus expand the potential transmission line routes to be evaluated beyond those identified in **Exhibit A**. Selection of a transmission line route beyond the three routes identified above shall require the approval of FRI.

The Parties have agreed to spend six (6) months after the Effective Date of this Agreement evaluating routes for potential TCR/SJR Finished Water Transmission Line Projects and TCR/SJR Raw Water Transmission Line Projects. The underlying concept is that the Parties participating in the Routing Study, in consultation with the technical consultant, will provide information relevant to the selection of a transmission line route that meets the requirements of the Water Suppliers, excluding Cocoa for the successful implementation of the SJR/TCR Project in a cost-effective manner. The technical consultant will consolidate this information and conduct an evaluation of the three potential routes.

This task will include the collection of documents and information by the technical consultant from the Parties. This information will be used in consideration of feasibility of the options identified in **Exhibit A** with regard to pipeline, location, capacity, cost of right-of-way acquisition, construction cost, regulatory restrictions, and any other relevant factors identified by the technical consultant.

This work will also include collecting documents and information regarding the potential for one or more Finished Water Transmission Line Parties to connect to another Finished Water Transmission Line Party's water supply system and obtain their share of Finished Water from the TCR/SJR Project.

The technical consultant shall provide the Parties participating in the Routing Study a report regarding its evaluation no later than one hundred eighty (180)-days from the Effective Date of this Agreement.