

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030			
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
External Revenues	<u>(\$140,497)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
NET FISCAL IMPACT	<u>(\$140,497)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
Budget Account No.:	Fund	4000	Dept	720	Unit	4200	Object	6992

Is Item Included in Current Budget? Yes X No

Does this item include the use of Federal Funds? Yes No X

Does this item include the use of State Funds? Yes No X

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Mandatory Agreement Payment has been paid in full and service installation fees will be paid at the time of connection.

C. Department Fiscal Review: Joony Soreman

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Luc Mutt 4/19/26
OFMB

Y.A. 4/18
SAW 4.8.26

Brandon Puckro 4/16/26
Contract Development and Control
26, 4.16.26

B. Legal Sufficiency:

[Signature] 4/17/26
Assistant County Attorney

C. Other Department Review:

Department Director

NON-STANDARD POTABLE WATER DEVELOPMENT AGREEMENT (NSDA)

THIS AGREEMENT made and entered into this 5th day of May, 2026, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and TELLUS PRODUCTS, LLC, f/k/a Renewco, LLC, a Florida limited liability company, hereinafter referred to as "Leaseholder" and joined by SUGAR CANE GROWERS COOPERATIVE OF FLORIDA ("Property Owner") for certain enumerated purposes in the joinder.

WITNESSETH

WHEREAS, Property Owner is a Florida agricultural cooperative association ("Property Owner") and owns property located in Palm Beach County, Florida, and as more fully described in Exhibit "A", attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, pursuant to a long-term land lease by and between Property Owner and Leaseholder (the "Lease"), a Memorandum of Lease of which is recorded at Book 28060, Page 1928 of the Official Records of Palm Beach County, Property Owner leased the Property to Leaseholder; and

WHEREAS, Leaseholder is currently receiving potable water from service provided to Property Owner under a legacy agreement with Glades Utility Authority, such agreement having been assumed by Utility; and

WHEREAS, Leaseholder desires to construct potable water facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of said facilities for operation and maintenance; and

WHEREAS, Leaseholder understand that this contract for service in no way entitles Leaseholder to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Leaseholder and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water service to each lot;
 - (c) "Point of Service"- generally, the point where the pipes or meters of Utility are connected with pipes of Leaseholder as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;

NSDA # 14-01007-000

- (f) "Service Initiation"- the date a potable water meter connection is requested;
 - (g) "Guaranteed Revenue Fee"- the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses or capital improvements;
 - (h) "Total Accrued Amount (TAA)"- at the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise fees at the current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Non-Standard Development Renewal Agreement (SDRA)" – an agreement between Utility and Leaseholder extending the capacity reservation for unused ERCs in a Non-Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" – A percentage surcharge applied to all of Utility's fees for Customers within portions of Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Leaseholder hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Leaseholder covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Leaseholder hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water facilities; that in the event Utility is required or desires to install any of its potable water facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Leaseholder shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Leaseholder agrees to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility during the period the Lease is in effect and Leaseholder agrees to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility during the period the Lease is not in effect. In the event Utility determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Leaseholder, during such time the Lease is in effect, and Property Owner, during such time that the lease is not in effect, as applicable, shall immediately remove the encroachment from the easement upon the request of Utility at Leaseholder's sole cost and expense. If Leaseholder fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Leaseholder shall pay all costs related to removing the encroachment from the easement incurred by Utility. Leaseholder, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows (the "Restrictive Covenant"):

Utility, or its successors, has the sole and exclusive right to provide all potable water facilities and services to the Property described in Exhibit "A" and in addition to any property to which potable water service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their water service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence

or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water service from any source other than that provided by Utility. Property Owner may request that the Property be permanently disconnected from the Utility's potable water system in accordance with UPAP Section 2.2.24. Should Property Owner meet the eligibility requirements of Section 2.24, no further charges, including but not limited to monthly base facility fees, will be required unless a reconnection is requested at a later date. At such time of reconnection, in accordance with Section 2.2.24, Service may be reactivated by paying applicable Service Initiation Fees, or, at the Utility's discretion, by paying previously unpaid Base Facility Fees (calculated since the time of permanent disconnection until the reactivation date) if such payment is less than the Service Initiation Fees in effect at that time. Provided that: (a) a Unity of Title is properly executed and recorded against the properties in accordance with UPAP Section 2.1.2(3)(c); or (b) water service for the Property is supplied through Property Owner's metered service (which shall require that the Property Control Number for the Property as established by the Palm Beach County Property Appraiser includes other property owned by the Property Owner which receives potable water service from the Utility), the requirement in Section 2.2.4 that "proof that there is no longer a dwelling or other structure with a kitchen or bathroom on the property" shall not be required to permanently disconnect from the Utility's potable water system. Nothing herein shall be construed to prohibit Utility from requiring Property Owner to upsize any meter based on potable water flow through the meter.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future property owners of any of the Property of the rights of Utility to provide the Property with potable water facilities and services, Leaseholder hereby covenants and agree to have the above restrictive covenant or its equivalent, reasonably acceptable to County, to be placed in the Public Records of Palm Beach County, Florida. Property Owner hereby consents to the Restrictive Covenant and the recording of said Restrictive Covenant.

4. Upon the continued accomplishment of all the respective prerequisites contained in this Agreement to be performed by the Leaseholder, as applicable, Utility covenants and agrees that it will allow the connection of the potable water distribution installed by Leaseholder to the central potable water facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply of Utility.
5. Leaseholder is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Leaseholder agrees to pay in accordance with the UPAP:
 - (a) a MAP per each ERC for the requested capacity upon submission of this agreement; and
 - (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Leaseholder that construction of additional potable water facilities will be completed in phases designed to coincide with the need for service to Leaseholder and other property owners in the service area. Except as otherwise provided in Paragraph 18 below, Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water Agreement is:

Potable Water:	\$323.50 per ERC x 434.30 ERCs =	<u>\$140,496.05</u>
	Franchise Fee	<u>0</u>
	TOTAL	<u>\$140,496.05</u>

Upon receipt of the MAP, Utility agrees to reserve 434.30 ERCs Potable Water system capacity for Leaseholder until five years from the execution of this Agreement by County which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Notwithstanding the foregoing, in all events, this Agreement shall be renewable for a period of 5 years upon the payment of applicable fees. Leaseholder acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Leaseholder acknowledges that it is the sole responsibility of Leaseholder to provide payment of a new MAP for unconnected ERCs at the original Agreement rate(s) before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs at the time of renewal of said ERCs. Should Leaseholder or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Leaseholder acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by 18.3 ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the original Agreement rate(s). Any amendments to the SDA shall be binding upon both Utility and Leaseholder and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Leaseholder for said downward adjustment. County Warrants and Represents that the provisions of this Paragraph 5 are consistent with Paragraph 18 below. To the extent of any inconsistencies, this Paragraph 5 shall be deemed automatically reformed to be consistent with Paragraph 18 below.

6. Leaseholder hereby agrees to construct and to transfer ownership and control up to the point of service to Utility, at no cost, the on-site and off-site potable water distribution systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water facilities for operation and maintenance purposes. Leaseholder has caused to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution systems for the Property. Utility will advise Leaseholder's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. As applicable, all such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Leaseholder shall cause to be constructed, at Leaseholder's expense, the potable water distribution system as shown on the plans and specifications. The parties agree that the Utility has approved the initial plans for the Property, which are located at 8100 Forest Hill Blvd., West Palm Beach, FL 33413 and identified as Tellus Conceptual Engineering Plans dated 2/25/25, prepared by Isomer Group, WUD Project 24-582 and incorporated herein by reference as **Exhibit "B"**. Fees, as set forth in the UPAP, shall be levied to cover the cost of plan review and inspection, except as provided for herein below. Leaseholder shall also be required to pay Guaranteed Revenue Fees, Connection Fees and Installation Fees as set forth in the UPAP.

During the construction of the potable water distribution systems by Leaseholder, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to performed standard tests for pressure, filtration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Leaseholder of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and

electronic media when utilized, shall be submitted to Utility upon completion of construction.

Leaseholder hereby agrees to transfer to Utility, title to all potable water distribution systems installed by Leaseholder's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Leaseholder shall convey to Utility, by bill of sale, in a form supplied by Utility, the complete on-site and off-site potable water distribution system located on the Utility's side of the Point of Service as constructed by Leaseholder and approved by Utility, along with Cost Documentation and Leaseholder's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility, all easements and or rights-of-way located on the Utility's side of the Point of Service covering areas in which potable water lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the Property Owner's rights to convey such easements or rights-of-way, subject to joinder in the conveyance instrument by any mortgagee, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of the easement(s) granted by Property Owner pursuant to this Agreement may be used by other utilities as long as such use is approved by Utility and Property Owner and is otherwise compatible with the current or planned use of the Property by Leaseholder or Property Owner. Utility's acceptance of the potable water distribution system installed by Leaseholder shall be in accordance with the provisions as set forth in the UPAP. All installations by Leaseholder or its contractor shall be warranted for one year from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position or join in the granting of the easements or rights-of-way. All potable water distribution facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Except as otherwise provided in this Agreement, Leaseholder hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the current rate(s).

The timely payment by Leaseholder of all fees in accordance with the terms set forth herein, shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution system does not and will not result in Utility waiving or offsetting any of its fees or rules and regulations. Leaseholder shall not have any present or future right, title, claim, or interest in and to the potable water facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Leaseholder, at its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed and Memorandum of Lease for the purpose of establishing fee simple and leasehold ownership of the Property. Leaseholder, at its expense, shall also submit a Consent and Joinder of Mortgage/Lienholder (supplied by the Utility) executed by Property Owner, and any mortgagee or lienholder holding an interest in the Property.
8. Leaseholder agrees with Utility that all potable water facilities conveyed to Utility for use in connection with providing potable water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning or leasing any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of potable water service to the Property. Such rules, regulations and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Leaseholder or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Leaseholder upon any other entity holding by, through Leaseholder, and upon any Customer of the potable water service

provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days after receipt of written notice will automatically void this Standard Development Agreement.

10. Leaseholder or its assignee shall not have the right to and shall not connect to the potable water facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the point of service shall be the sole cost and expense of Leaseholder or other than Utility.
11. Leaseholder acknowledge and agree that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in **Exhibit "A"** of this Agreement by Property Owner or Leaseholder shall only be performed in accordance with the provisions of UPAP. Leaseholder further acknowledge and agree that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Leaseholder. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein. Upon termination of the Lease, all rights of Leaseholder in this Agreement shall be automatically transferred to Property Owner, without further documentation being necessary.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and if to Leaseholder shall be mailed or delivered to Leaseholder at:

1 North Clematis Street, Suite 200
West Palm Beach, FL 33405

and if to Leaseholder shall be mailed or delivered to Leaseholder at:

37021 Gator Boulevard
Belle Glade, FL 33430

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

and if to Property Owner, shall be mailed or delivered to Property Owner at:

1500 George Wedgworth Way
Belle Glade, FL 33430

13. The rights, privileges, obligations and covenants of Leaseholder and Utility shall survive the completion of the work of Leaseholder with respect to completing the potable water facilities and services to any phased area and to the Property as a whole.
14. Unless Leaseholder is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Leaseholder and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the agreement between Leaseholder and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is Palm Beach County, Florida.
15. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Leaseholder, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421

- 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

16. No Third-Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County or of the Leaseholder.
17. To the extent of any conflict between the terms of this Agreement and the terms of UPAP, this Agreement shall prevail and take priority.
18. Additional Conditions:
 - A. Leaseholder is requesting a four-inch (4") meter to provide potable water service to the Property. This meter is sized to provide an annual average daily flow rate of 80,000 gallons per day (gpd), with a peak daily demand of 99,200 gpd. The Utility will permit a temporary increase in maximum daily water usage up to 120,000 gpd at no additional capacity charge over what is required for peak daily demand of 99,200 peak daily demand, provided that advance notice is given prior to such events. Commodity fees, as set forth in UPAP, will still be required for such temporary increase. Beginning three years after the service initiation date, Utility will monitor the annual average daily flow through the meter. If the annual average daily flow exceeds 99,200 gpd in any one-year period following service initiation, Leaseholder will be required to purchase additional Potable Water system capacity and will be responsible for any applicable fees and charges associated therewith.
 - B. Should Leaseholder need to purchase additional Potable Water system capacity, Utility hereby agrees to reserve up to 150,000 gpd annual average daily flow with a maximum daily water usage of 187,500 gpd of Potable Water system capacity for three years from the Effective Date of this Agreement at the rates in effect at the Effective Date of this Agreement. These rates shall be subject to increase based on the application of the Consumer Price Index for water and sewerage maintenance at the time of the purchase of such capacity by Leaseholder.
 - C. Based on an opinion from the Palm Beach County Fire Marshall, the Property is exempt from the fire flow requirements of the fire code as a non-residential farm building with less than 35 people. Therefore, the Utility facilities providing potable water service to the Property are not being sized to provide fire flow protection. Leaseholder hereby acknowledges that the facilities are not being sized to provide fire flow protection to the Property, and that the Utility is under no obligation to provide potable water flow at a rate to provide fire flow protection to the Property. Leaseholder agrees to indemnify, defend and hold the Utility harmless from any liability or damages related to the lack of fire flow protection provided by the Utility's potable water facilities serving the Property.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Leaseholder and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Joseph Abruzzo, Clerk of the
Circuit Court & Comptroller,
Palm Beach County

ATTEST:
By: _____

Typed Name: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Department Director

WITNESSES:

B. L. Sadler
Signature
Benjamin L. Sadler
Print Name
1 North Clarke Street
West Palm Beach, FL 33401
Address

LEASEHOLDER:

By: [Signature]
Armando A. Tabernilla
Title: Vice President and Secretary

[Signature]
Signature
Patricia E. Harris
Print Name
1 N. Clematis St
West Palm Beach FL
Address 33401



NOTARY CERTIFICATE

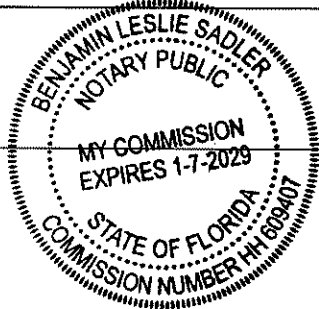
**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of February, 2026, by Armando A. Tabernilla, as Vice President and Secretary of Tellus Products, LLC, a Florida limited liability company, on behalf of that company and who is personally known to me or has produced as identification.

My Commission Expires: _____

[Signature]
Signature of Notary

Notary: _____



Benjamin L. Sadler
Typed, Printed, or Stamped Name of Notary

JOINDER BY PROPERTY OWNER

Property Owner joins this Agreement for the limited purpose of agreeing to consent to the easements, covenants and restrictions required by the Agreement; Property Owner further joins this Agreement to acknowledge that upon termination or cancellation of the Lease, Property Owner shall assume the obligations of Leaseholder (as further provided for in the Lease entered into by Property Owner and Leaseholder). Property Owner further agrees that any conveyance in whole or in part of the Property shall be subject to the terms of this Agreement.

WITNESSES:

[Signature]
Signature
Maura Rivera
Print Name
906 Summit Lake Dr
Address
WPB FL 33406
[Signature]
Signature
Armando Espinoza
Print Name
666 SE 2nd St
Address
Belle Glade, FL 33430

PROPERTY OWNER: SUGAR CANE GROWERS COOPERATIVE OF FLORIDA

By: [Signature]
Signature
VD, INDUSTRIAL OPERATIONS
Title
ANTHONY M. MICHUDA
Typed or Printed Name

NOTARY CERTIFICATE

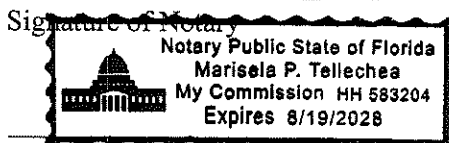
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 28th day of January, 2026, by Anthony M. Michuda who is () personally known to me or () has produced as identification.

My Commission Expires: 8/19/28

[Signature]

Notary: Marisela P. Tellechea



Typed, Printed, or Stamped Name of Notary

EXHIBIT "A"
LEGAL DESCRIPTION

FROM LEASHOLD AGREEMENT IN OFFICIAL RECORDS BOOK 28060, PAGE 1928 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

A PORTION OF THE EAST $\frac{3}{4}$ OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE N00°10'34"W, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY OF GATOR BOULEVARD (FORMERLY AIRPORT ROAD); THENCE S89°54'30"W, ALONG SAID NORTH RIGHT-OF-WAY OF GATOR BLVD 2754.19-FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°54'30"W, ALONG THE NORTH RIGHT-OF-WAY OF GATOR BLDV, 1177.00-FEET; THENCE N00°14'01"W, 2515.56-FEET; THENCE N89°55'57"E, 1317.42-FEET; THENCE S02°57'45"W, 2518.57-FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 3,137,093-SQUARE FEET, 72.018 ACRES, MORE OR LESS.

LESS AND EXCEPT CONVEYANCE FOR GATOR BOULEVARD

NON-STANDARD POTABLE WATER DEVELOPMENT AGREEMENT (NSDA)

THIS AGREEMENT made and entered into this 7th day of May, 2026, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and TELLUS PRODUCTS, LLC, f/k/a Renewco, LLC, a Florida limited liability company, hereinafter referred to as "Leaseholder" and joined by SUGAR CANE GROWERS COOPERATIVE OF FLORIDA ("Property Owner") for certain enumerated purposes in the joinder.

WITNESSETH

WHEREAS, Property Owner is a Florida agricultural cooperative association ("Property Owner") and owns property located in Palm Beach County, Florida, and as more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, pursuant to a long-term land lease by and between Property Owner and Leaseholder (the "Lease"), a Memorandum of Lease of which is recorded at Book 28060, Page 1928 of the Official Records of Palm Beach County, Property Owner leased the Property to Leaseholder; and

WHEREAS, Leaseholder is currently receiving potable water from service provided to Property Owner under a legacy agreement with Glades Utility Authority, such agreement having been assumed by Utility; and

WHEREAS, Leaseholder desires to construct potable water facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of said facilities for operation and maintenance; and

WHEREAS, Leaseholder understand that this contract for service in no way entitles Leaseholder to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Leaseholder and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water service to each lot;
 - (c) "Point of Service"- generally, the point where the pipes or meters of Utility are connected with pipes of Leaseholder as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;

NSDA # 14-01007-000

- (f) "Service Initiation"- the date a potable water meter connection is requested;
 - (g) "Guaranteed Revenue Fee"- the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses or capital improvements;
 - (h) "Total Accrued Amount (TAA)"- at the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise fees at the current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Non-Standard Development Renewal Agreement (SDRA)" – an agreement between Utility and Leaseholder extending the capacity reservation for unused ERCs in a Non-Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" – A percentage surcharge applied to all of Utility's fees for Customers within portions of Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Leaseholder hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Leaseholder covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Leaseholder hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water facilities; that in the event Utility is required or desires to install any of its potable water facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Leaseholder shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Leaseholder agrees to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility during the period the Lease is in effect and Leaseholder agrees to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility during the period the Lease is not in effect. In the event Utility determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Leaseholder, during such time the Lease is in effect, and Property Owner, during such time that the lease is not in effect, as applicable, shall immediately remove the encroachment from the easement upon the request of Utility at Leaseholder's sole cost and expense. If Leaseholder fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Leaseholder shall pay all costs related to removing the encroachment from the easement incurred by Utility. Leaseholder, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows (the "Restrictive Covenant"):

Utility, or its successors, has the sole and exclusive right to provide all potable water facilities and services to the Property described in Exhibit "A" and in addition to any property to which potable water service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their water service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence

or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water service from any source other than that provided by Utility. Property Owner may request that the Property be permanently disconnected from the Utility's potable water system in accordance with UPAP Section 2.2.24. Should Property Owner meet the eligibility requirements of Section 2.24, no further charges, including but not limited to monthly base facility fees, will be required unless a reconnection is requested at a later date. At such time of reconnection, in accordance with Section 2.2.24, Service may be reactivated by paying applicable Service Initiation Fees, or, at the Utility's discretion, by paying previously unpaid Base Facility Fees (calculated since the time of permanent disconnection until the reactivation date) if such payment is less than the Service Initiation Fees in effect at that time. Provided that: (a) a Unity of Title is properly executed and recorded against the properties in accordance with UPAP Section 2.1.2(3)(c); or (b) water service for the Property is supplied through Property Owner's metered service (which shall require that the Property Control Number for the Property as established by the Palm Beach County Property Appraiser includes other property owned by the Property Owner which receives potable water service from the Utility), the requirement in Section 2.2.4 that "proof that there is no longer a dwelling or other structure with a kitchen or bathroom on the property" shall not be required to permanently disconnect from the Utility's potable water system. Nothing herein shall be construed to prohibit Utility from requiring Property Owner to upsize any meter based on potable water flow through the meter.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future property owners of any of the Property of the rights of Utility to provide the Property with potable water facilities and services, Leaseholder hereby covenants and agree to have the above restrictive covenant or its equivalent, reasonably acceptable to County, to be placed in the Public Records of Palm Beach County, Florida. Property Owner hereby consents to the Restrictive Covenant and the recording of said Restrictive Covenant.

4. Upon the continued accomplishment of all the respective prerequisites contained in this Agreement to be performed by the Leaseholder, as applicable, Utility covenants and agrees that it will allow the connection of the potable water distribution installed by Leaseholder to the central potable water facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply of Utility.
5. Leaseholder is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Leaseholder agrees to pay in accordance with the UPAP:
 - (a) a MAP per each ERC for the requested capacity upon submission of this agreement; and
 - (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Leaseholder that construction of additional potable water facilities will be completed in phases designed to coincide with the need for service to Leaseholder and other property owners in the service area. Except as otherwise provided in Paragraph 18 below, Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water Agreement is:

Potable Water: \$323.50 per ERC x 434.30 ERCs =	<u>\$140,496.05</u>
Franchise Fee	<u>0</u>
TOTAL	<u>\$140,496.05</u>

Upon receipt of the MAP, Utility agrees to reserve 434.30 ERCs Potable Water system capacity for Leaseholder until five years from the execution of this Agreement by County which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Notwithstanding the foregoing, in all events, this Agreement shall be renewable for a period of 5 years upon the payment of applicable fees. Leaseholder acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Leaseholder acknowledges that it is the sole responsibility of Leaseholder to provide payment of a new MAP for unconnected ERCs at the original Agreement rate(s) before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs at the time of renewal of said ERCs. Should Leaseholder or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Leaseholder acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by 18.3 ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the original Agreement rate(s). Any amendments to the SDA shall be binding upon both Utility and Leaseholder and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Leaseholder for said downward adjustment. County Warrants and Represents that the provisions of this Paragraph 5 are consistent with Paragraph 18 below. To the extent of any inconsistencies, this Paragraph 5 shall be deemed automatically reformed to be consistent with Paragraph 18 below.

6. Leaseholder hereby agrees to construct and to transfer ownership and control up to the point of service to Utility, at no cost, the on-site and off-site potable water distribution systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water facilities for operation and maintenance purposes. Leaseholder has caused to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution systems for the Property. Utility will advise Leaseholder's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. As applicable, all such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Leaseholder shall cause to be constructed, at Leaseholder's expense, the potable water distribution system as shown on the plans and specifications. The parties agree that the Utility has approved the initial plans for the Property, which are located at 8100 Forest Hill Blvd., West Palm Beach, FL 33413 and identified as Tellus Conceptual Engineering Plans dated 2/25/25, prepared by Isomer Group, WUD Project 24-582 and incorporated herein by reference as **Exhibit "B"**. Fees, as set forth in the UPAP, shall be levied to cover the cost of plan review and inspection, except as provided for herein below. Leaseholder shall also be required to pay Guaranteed Revenue Fees, Connection Fees and Installation Fees as set forth in the UPAP.

During the construction of the potable water distribution systems by Leaseholder, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to performed standard tests for pressure, filtration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Leaseholder of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and

electronic media when utilized, shall be submitted to Utility upon completion of construction.

Leaseholder hereby agrees to transfer to Utility, title to all potable water distribution systems installed by Leaseholder's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Leaseholder shall convey to Utility, by bill of sale, in a form supplied by Utility, the complete on-site and off-site potable water distribution system located on the Utility's side of the Point of Service as constructed by Leaseholder and approved by Utility, along with Cost Documentation and Leaseholder's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility, all easements and or rights-of-way located on the Utility's side of the Point of Service covering areas in which potable water lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the Property Owner's rights to convey such easements or rights-of-way, subject to joinder in the conveyance instrument by any mortgagee, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of the easement(s) granted by Property Owner pursuant to this Agreement may be used by other utilities as long as such use is approved by Utility and Property Owner and is otherwise compatible with the current or planned use of the Property by Leaseholder or Property Owner. Utility's acceptance of the potable water distribution system installed by Leaseholder shall be in accordance with the provisions as set forth in the UPAP. All installations by Leaseholder or its contractor shall be warranted for one year from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position or join in the granting of the easements or rights-of-way. All potable water distribution facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Except as otherwise provided in this Agreement, Leaseholder hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the current rate(s).

The timely payment by Leaseholder of all fees in accordance with the terms set forth herein, shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution system does not and will not result in Utility waiving or offsetting any of its fees or rules and regulations. Leaseholder shall not have any present or future right, title, claim, or interest in and to the potable water facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Leaseholder, at its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed and Memorandum of Lease for the purpose of establishing fee simple and leasehold ownership of the Property. Leaseholder, at its expense, shall also submit a Consent and Joinder of Mortgage/Lienholder (supplied by the Utility) executed by Property Owner, and any mortgagee or lienholder holding an interest in the Property.
8. Leaseholder agrees with Utility that all potable water facilities conveyed to Utility for use in connection with providing potable water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning or leasing any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of potable water service to the Property. Such rules, regulations and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Leaseholder or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Leaseholder upon any other entity holding by, through Leaseholder, and upon any Customer of the potable water service

provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days after receipt of written notice will automatically void this Standard Development Agreement.

10. Leaseholder or its assignee shall not have the right to and shall not connect to the potable water facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the point of service shall be the sole cost and expense of Leaseholder or other than Utility.
11. Leaseholder acknowledge and agree that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in **Exhibit "A"** of this Agreement by Property Owner or Leaseholder shall only be performed in accordance with the provisions of UPAP. Leaseholder further acknowledge and agree that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Leaseholder. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein. Upon termination of the Lease, all rights of Leaseholder in this Agreement shall be automatically transferred to Property Owner, without further documentation being necessary.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and if to Leaseholder shall be mailed or delivered to Leaseholder at:

1 North Clematis Street, Suite 200
West Palm Beach, FL 33405

and if to Leaseholder shall be mailed or delivered to Leaseholder at:

37021 Gator Boulevard
Belle Glade, FL 33430

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

and if to Property Owner, shall be mailed or delivered to Property Owner at:

1500 George Wedgworth Way
Belle Glade, FL 33430

13. The rights, privileges, obligations and covenants of Leaseholder and Utility shall survive the completion of the work of Leaseholder with respect to completing the potable water facilities and services to any phased area and to the Property as a whole.
14. Unless Leaseholder is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Leaseholder and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the agreement between Leaseholder and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is Palm Beach County, Florida.
15. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Leaseholder, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421

- 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

16. No Third-Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County or of the Leaseholder.
17. To the extent of any conflict between the terms of this Agreement and the terms of UPAP, this Agreement shall prevail and take priority.
18. Additional Conditions:
 - A. Leaseholder is requesting a four-inch (4") meter to provide potable water service to the Property. This meter is sized to provide an annual average daily flow rate of 80,000 gallons per day (gpd), with a peak daily demand of 99,200 gpd. The Utility will permit a temporary increase in maximum daily water usage up to 120,000 gpd at no additional capacity charge over what is required for peak daily demand of 99,200 peak daily demand, provided that advance notice is given prior to such events. Commodity fees, as set forth in UPAP, will still be required for such temporary increase. Beginning three years after the service initiation date, Utility will monitor the annual average daily flow through the meter. If the annual average daily flow exceeds 99,200 gpd in any one-year period following service initiation, Leaseholder will be required to purchase additional Potable Water system capacity and will be responsible for any applicable fees and charges associated therewith.
 - B. Should Leaseholder need to purchase additional Potable Water system capacity, Utility hereby agrees to reserve up to 150,000 gpd annual average daily flow with a maximum daily water usage of 187,500 gpd of Potable Water system capacity for three years from the Effective Date of this Agreement at the rates in effect at the Effective Date of this Agreement. These rates shall be subject to increase based on the application of the Consumer Price Index for water and sewerage maintenance at the time of the purchase of such capacity by Leaseholder.
 - C. Based on an opinion from the Palm Beach County Fire Marshall, the Property is exempt from the fire flow requirements of the fire code as a non-residential farm building with less than 35 people. Therefore, the Utility facilities providing potable water service to the Property are not being sized to provide fire flow protection. Leaseholder hereby acknowledges that the facilities are not being sized to provide fire flow protection to the Property, and that the Utility is under no obligation to provide potable water flow at a rate to provide fire flow protection to the Property. Leaseholder agrees to indemnify, defend and hold the Utility harmless from any liability or damages related to the lack of fire flow protection provided by the Utility's potable water facilities serving the Property.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Leaseholder and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**Joseph Abruzzo, Clerk of the
Circuit Court & Comptroller,
Palm Beach County**

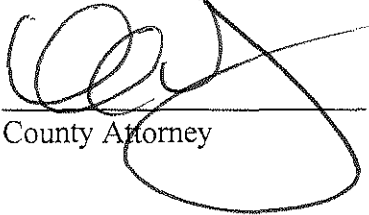
ATTEST:
By: _____

Typed Name: _____
Deputy Clerk

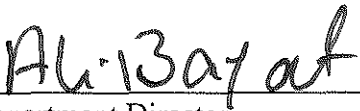
**PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS**

By: _____
Sara Baxter, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:  _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By:  _____
Department Director

WITNESSES:

B. L. Sadler
Signature
Benjamin L. Sadler
Print Name
1 N. Clematis Street
West Palm Beach, FL 33401
Address

LEASEHOLDER:

By: [Signature]
Armando A. Tabernilla
Title: Vice President and Secretary

[Signature]
Signature
Katerina E. Harris
Print Name
1 N. Clematis St
West Palm Beach, FL
Address 33401



NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

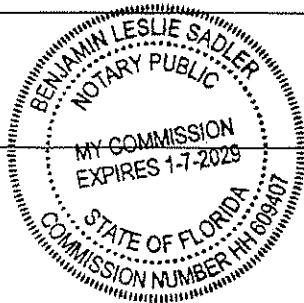
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of February, 2026, by Armando A. Tabernilla, as Vice President and Secretary of Tellus Products, LLC, a Florida limited liability company, on behalf of that company and who is personally known to me or has produced _____ as identification.

My Commission Expires: _____

[Signature]
Signature of Notary

Notary: _____

Benjamin L. Sadler
Typed, Printed, or Stamped Name of Notary



JOINDER BY PROPERTY OWNER

Property Owner joins this Agreement for the limited purpose of agreeing to consent to the easements, covenants and restrictions required by the Agreement; Property Owner further joins this Agreement to acknowledge that upon termination or cancellation of the Lease, Property Owner shall assume the obligations of Leaseholder (as further provided for in the Lease entered into by Property Owner and Leaseholder). Property Owner further agrees that any conveyance in whole or in part of the Property shall be subject to the terms of this Agreement.

WITNESSES:

[Signature]
Signature

Maura Rivera
Print Name

906 Summit Lake Dr
Address

WPB FL 33406
Address

[Signature]
Signature

Armando Espinoza
Print Name

466 SF 2nd St
Address

Belle Glade, FL 33430
Address

PROPERTY OWNER: SUGAR CANE GROWERS COOPERATIVE OF FLORIDA

By: [Signature]
Signature

VP, INDUSTRIAL OPERATIONS
Title

ANTHONY M. MICHUDA
Typed or Printed Name

ANTHONY M. MICHUDA
Typed or Printed Name

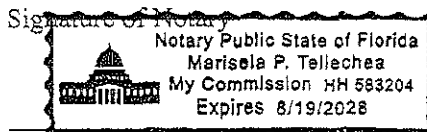
NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of January, 2026, by Anthony M. Michuda who is personally known to me or has produced as identification.

My Commission Expires: 8/19/28

[Signature]



Notary: Marisela P. Tellechea

Typed, Printed, or Stamped Name of Notary

EXHIBIT "A"
LEGAL DESCRIPTION

FROM LEASHOLD AGREEMENT IN OFFICIAL RECORDS BOOK 28060, PAGE 1928 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

A PORTION OF THE EAST $\frac{3}{4}$ OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE N00°10'34"W, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY OF GATOR BOULEVARD (FORMERLY AIRPORT ROAD); THENCE S89°54'30"W, ALONG SAID NORTH RIGHT-OF-WAY OF GATOR BLVD 2754.19-FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°54'30"W, ALONG THE NORTH RIGHT-OF-WAY OF GATOR BLDV, 1177.00-FEET; THENCE N00°14'01"W, 2515.56-FEET; THENCE N89°55'57"E, 1317.42-FEET; THENCE S02°57'45"W, 2518.57-FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 3,137,093-SQUARE FEET, 72.018 ACRES, MORE OR LESS.

LESS AND EXCEPT CONVEYANCE FOR GATOR BOULEVARD

NON-STANDARD POTABLE WATER DEVELOPMENT AGREEMENT (NSDA)

THIS AGREEMENT made and entered into this 5th day of May, 2026, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and TELLUS PRODUCTS, LLC, f/k/a Renewco, LLC, a Florida limited liability company, hereinafter referred to as "Leaseholder" and joined by SUGAR CANE GROWERS COOPERATIVE OF FLORIDA ("Property Owner") for certain enumerated purposes in the joinder.

WITNESSETH

WHEREAS, Property Owner is a Florida agricultural cooperative association ("Property Owner") and owns property located in Palm Beach County, Florida, and as more fully described in Exhibit "A", attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, pursuant to a long-term land lease by and between Property Owner and Leaseholder (the "Lease"), a Memorandum of Lease of which is recorded at Book 28060, Page 1928 of the Official Records of Palm Beach County, Property Owner leased the Property to Leaseholder; and

WHEREAS, Leaseholder is currently receiving potable water from service provided to Property Owner under a legacy agreement with Glades Utility Authority, such agreement having been assumed by Utility; and

WHEREAS, Leaseholder desires to construct potable water facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of said facilities for operation and maintenance; and

WHEREAS, Leaseholder understand that this contract for service in no way entitles Leaseholder to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Leaseholder and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water service to each lot;
 - (c) "Point of Service"- generally, the point where the pipes or meters of Utility are connected with pipes of Leaseholder as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;

NSDA # 14-01007-000

- (f) "Service Initiation"- the date a potable water meter connection is requested;
 - (g) "Guaranteed Revenue Fee"- the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses or capital improvements;
 - (h) "Total Accrued Amount (TAA)"- at the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise fees at the current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Non-Standard Development Renewal Agreement (SDRA)" – an agreement between Utility and Leaseholder extending the capacity reservation for unused ERCs in a Non-Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" – A percentage surcharge applied to all of Utility's fees for Customers within portions of Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Leaseholder hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Leaseholder covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Leaseholder hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water facilities; that in the event Utility is required or desires to install any of its potable water facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Leaseholder shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Leaseholder agrees to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility during the period the Lease is in effect and Leaseholder agrees to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility during the period the Lease is not in effect. In the event Utility determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Leaseholder, during such time the Lease is in effect, and Property Owner, during such time that the lease is not in effect, as applicable, shall immediately remove the encroachment from the easement upon the request of Utility at Leaseholder's sole cost and expense. If Leaseholder fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Leaseholder shall pay all costs related to removing the encroachment from the easement incurred by Utility. Leaseholder, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows (the "Restrictive Covenant"):

Utility, or its successors, has the sole and exclusive right to provide all potable water facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which potable water service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their water service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence

or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water service from any source other than that provided by Utility. Property Owner may request that the Property be permanently disconnected from the Utility's potable water system in accordance with UPAP Section 2.2.24. Should Property Owner meet the eligibility requirements of Section 2.24, no further charges, including but not limited to monthly base facility fees, will be required unless a reconnection is requested at a later date. At such time of reconnection, in accordance with Section 2.2.24, Service may be reactivated by paying applicable Service Initiation Fees, or, at the Utility's discretion, by paying previously unpaid Base Facility Fees (calculated since the time of permanent disconnection until the reactivation date) if such payment is less than the Service Initiation Fees in effect at that time. Provided that: (a) a Unity of Title is properly executed and recorded against the properties in accordance with UPAP Section 2.1.2(3)(c); or (b) water service for the Property is supplied through Property Owner's metered service (which shall require that the Property Control Number for the Property as established by the Palm Beach County Property Appraiser includes other property owned by the Property Owner which receives potable water service from the Utility), the requirement in Section 2.2.4 that "proof that there is no longer a dwelling or other structure with a kitchen or bathroom on the property" shall not be required to permanently disconnect from the Utility's potable water system. Nothing herein shall be construed to prohibit Utility from requiring Property Owner to upsize any meter based on potable water flow through the meter.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future property owners of any of the Property of the rights of Utility to provide the Property with potable water facilities and services, Leaseholder hereby covenants and agree to have the above restrictive covenant or its equivalent, reasonably acceptable to County, to be placed in the Public Records of Palm Beach County, Florida. Property Owner hereby consents to the Restrictive Covenant and the recording of said Restrictive Covenant.

4. Upon the continued accomplishment of all the respective prerequisites contained in this Agreement to be performed by the Leaseholder, as applicable, Utility covenants and agrees that it will allow the connection of the potable water distribution installed by Leaseholder to the central potable water facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply of Utility.
5. Leaseholder is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Leaseholder agrees to pay in accordance with the UPAP:
 - (a) a MAP per each ERC for the requested capacity upon submission of this agreement; and
 - (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Leaseholder that construction of additional potable water facilities will be completed in phases designed to coincide with the need for service to Leaseholder and other property owners in the service area. Except as otherwise provided in Paragraph 18 below, Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water Agreement is:

Potable Water: \$323.50 per ERC x 434.30 ERCs =	<u>\$140,496.05</u>
Franchise Fee	<u>0</u>
TOTAL	<u>\$140,496.05</u>

Upon receipt of the MAP, Utility agrees to reserve 434.30 ERCs Potable Water system capacity for Leaseholder until five years from the execution of this Agreement by County which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Notwithstanding the foregoing, in all events, this Agreement shall be renewable for a period of 5 years upon the payment of applicable fees. Leaseholder acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Leaseholder acknowledges that it is the sole responsibility of Leaseholder to provide payment of a new MAP for unconnected ERCs at the original Agreement rate(s) before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs at the time of renewal of said ERCs. Should Leaseholder or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Leaseholder acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by 18.3 ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the original Agreement rate(s). Any amendments to the SDA shall be binding upon both Utility and Leaseholder and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Leaseholder for said downward adjustment. County Warrants and Represents that the provisions of this Paragraph 5 are consistent with Paragraph 18 below. To the extent of any inconsistencies, this Paragraph 5 shall be deemed automatically reformed to be consistent with Paragraph 18 below.

6. Leaseholder hereby agrees to construct and to transfer ownership and control up to the point of service to Utility, at no cost, the on-site and off-site potable water distribution systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water facilities for operation and maintenance purposes. Leaseholder has caused to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution systems for the Property. Utility will advise Leaseholder's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. As applicable, all such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Leaseholder shall cause to be constructed, at Leaseholder's expense, the potable water distribution system as shown on the plans and specifications. The parties agree that the Utility has approved the initial plans for the Property, which are located at 8100 Forest Hill Blvd., West Palm Beach, FL 33413 and identified as Tellus Conceptual Engineering Plans dated 2/25/25, prepared by Isomer Group, WUD Project 24-582 and incorporated herein by reference as **Exhibit "B"**. Fees, as set forth in the UPAP, shall be levied to cover the cost of plan review and inspection, except as provided for herein below. Leaseholder shall also be required to pay Guaranteed Revenue Fees, Connection Fees and Installation Fees as set forth in the UPAP.

During the construction of the potable water distribution systems by Leaseholder, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to performed standard tests for pressure, filtration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Leaseholder of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and

electronic media when utilized, shall be submitted to Utility upon completion of construction.

Leaseholder hereby agrees to transfer to Utility, title to all potable water distribution systems installed by Leaseholder's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Leaseholder shall convey to Utility, by bill of sale, in a form supplied by Utility, the complete on-site and off-site potable water distribution system located on the Utility's side of the Point of Service as constructed by Leaseholder and approved by Utility, along with Cost Documentation and Leaseholder's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility, all easements and or rights-of-way located on the Utility's side of the Point of Service covering areas in which potable water lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the Property Owner's rights to convey such easements or rights-of-way, subject to joinder in the conveyance instrument by any mortgagee, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of the easement(s) granted by Property Owner pursuant to this Agreement may be used by other utilities as long as such use is approved by Utility and Property Owner and is otherwise compatible with the current or planned use of the Property by Leaseholder or Property Owner. Utility's acceptance of the potable water distribution system installed by Leaseholder shall be in accordance with the provisions as set forth in the UPAP. All installations by Leaseholder or its contractor shall be warranted for one year from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position or join in the granting of the easements or rights-of-way. All potable water distribution facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Except as otherwise provided in this Agreement, Leaseholder hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the current rate(s).

The timely payment by Leaseholder of all fees in accordance with the terms set forth herein, shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution system does not and will not result in Utility waiving or offsetting any of its fees or rules and regulations. Leaseholder shall not have any present or future right, title, claim, or interest in and to the potable water facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Leaseholder, at its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed and Memorandum of Lease for the purpose of establishing fee simple and leasehold ownership of the Property. Leaseholder, at its expense, shall also submit a Consent and Joinder of Mortgage/Lienholder (supplied by the Utility) executed by Property Owner, and any mortgagee or lienholder holding an interest in the Property.
8. Leaseholder agrees with Utility that all potable water facilities conveyed to Utility for use in connection with providing potable water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning or leasing any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of potable water service to the Property. Such rules, regulations and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Leaseholder or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Leaseholder upon any other entity holding by, through Leaseholder, and upon any Customer of the potable water service

provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days after receipt of written notice will automatically void this Standard Development Agreement.

10. Leaseholder or its assignee shall not have the right to and shall not connect to the potable water facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the point of service shall be the sole cost and expense of Leaseholder or other than Utility.
11. Leaseholder acknowledge and agree that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in **Exhibit "A"** of this Agreement by Property Owner or Leaseholder shall only be performed in accordance with the provisions of UPAP. Leaseholder further acknowledge and agree that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Leaseholder. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein. Upon termination of the Lease, all rights of Leaseholder in this Agreement shall be automatically transferred to Property Owner, without further documentation being necessary.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and if to Leaseholder shall be mailed or delivered to Leaseholder at:

1 North Clematis Street, Suite 200
West Palm Beach, FL 33405

and if to Leaseholder shall be mailed or delivered to Leaseholder at:

37021 Gator Boulevard
Belle Glade, FL 33430

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

and if to Property Owner, shall be mailed or delivered to Property Owner at:

1500 George Wedgworth Way
Belle Glade, FL 33430

13. The rights, privileges, obligations and covenants of Leaseholder and Utility shall survive the completion of the work of Leaseholder with respect to completing the potable water facilities and services to any phased area and to the Property as a whole.
14. Unless Leaseholder is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Leaseholder and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the agreement between Leaseholder and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is Palm Beach County, Florida.
15. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Leaseholder, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421

- 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

16. No Third-Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County or of the Leaseholder.
17. To the extent of any conflict between the terms of this Agreement and the terms of UPAP, this Agreement shall prevail and take priority.
18. Additional Conditions:
 - A. Leaseholder is requesting a four-inch (4") meter to provide potable water service to the Property. This meter is sized to provide an annual average daily flow rate of 80,000 gallons per day (gpd), with a peak daily demand of 99,200 gpd. The Utility will permit a temporary increase in maximum daily water usage up to 120,000 gpd at no additional capacity charge over what is required for peak daily demand of 99,200 peak daily demand, provided that advance notice is given prior to such events. Commodity fees, as set forth in UPAP, will still be required for such temporary increase. Beginning three years after the service initiation date, Utility will monitor the annual average daily flow through the meter. If the annual average daily flow exceeds 99,200 gpd in any one-year period following service initiation, Leaseholder will be required to purchase additional Potable Water system capacity and will be responsible for any applicable fees and charges associated therewith.
 - B. Should Leaseholder need to purchase additional Potable Water system capacity, Utility hereby agrees to reserve up to 150,000 gpd annual average daily flow with a maximum daily water usage of 187,500 gpd of Potable Water system capacity for three years from the Effective Date of this Agreement at the rates in effect at the Effective Date of this Agreement. These rates shall be subject to increase based on the application of the Consumer Price Index for water and sewerage maintenance at the time of the purchase of such capacity by Leaseholder.
 - C. Based on an opinion from the Palm Beach County Fire Marshall, the Property is exempt from the fire flow requirements of the fire code as a non-residential farm building with less than 35 people. Therefore, the Utility facilities providing potable water service to the Property are not being sized to provide fire flow protection. Leaseholder hereby acknowledges that the facilities are not being sized to provide fire flow protection to the Property, and that the Utility is under no obligation to provide potable water flow at a rate to provide fire flow protection to the Property. Leaseholder agrees to indemnify, defend and hold the Utility harmless from any liability or damages related to the lack of fire flow protection provided by the Utility's potable water facilities serving the Property.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Leaseholder and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**Joseph Abruzzo, Clerk of the
Circuit Court & Comptroller,
Palm Beach County**

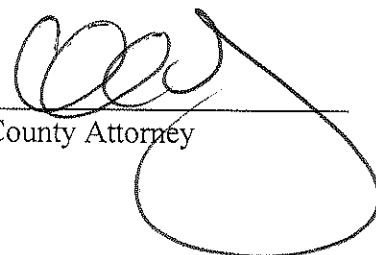
ATTEST:
By: _____

Typed Name: _____
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS**

By: _____
Sara Baxter, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:  _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By:  _____
Department Director

WITNESSES:

B. L. Sadler
Signature
Benjamin L. Sadler
Print Name
1 North Clarke Street
West Palm Beach, FL 33401
Address

LEASEHOLDER:

By: [Signature]
Armando A. Tabernilla
Title: Vice President and Secretary

[Signature]
Signature
Katerina E. Harris
Print Name
1 N. Clematis St
West Palm Beach, FL
Address 33401



NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

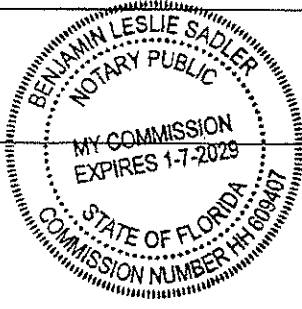
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of February, 2026, by Armando A. Tabernilla, as Vice President and Secretary of Tellus Products, LLC, a Florida limited liability company, on behalf of that company and who is personally known to me or has produced _____ as identification.

My Commission Expires: _____

[Signature]
Signature of Notary

Notary: _____

Benjamin L. Sadler
Typed, Printed, or Stamped Name of Notary



JOINDER BY PROPERTY OWNER

Property Owner joins this Agreement for the limited purpose of agreeing to consent to the easements, covenants and restrictions required by the Agreement; Property Owner further joins this Agreement to acknowledge that upon termination or cancellation of the Lease, Property Owner shall assume the obligations of Leaseholder (as further provided for in the Lease entered into by Property Owner and Leaseholder). Property Owner further agrees that any conveyance in whole or in part of the Property shall be subject to the terms of this Agreement.

WITNESSES:

[Signature]
Signature
Maura Rivera
Print Name
906 Summit Lake Dr.
WPB FL 33406
Address
[Signature]
Signature
Armando Espinoza
Print Name
666 SE 2nd St
Belle Glade, FL 33430
Address

PROPERTY OWNER: SUGAR CANE GROWERS COOPERATIVE OF FLORIDA

By: [Signature]
Signature
VD, INDUSTRIAL OPERATIONS
Title
ANTHONY M. MICHUDA
Typed or Printed Name

NOTARY CERTIFICATE

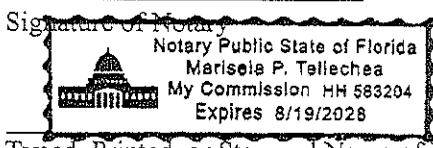
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of January, 2026, by Anthony M. Michuda who is personally known to me or has produced _____ as identification.

My Commission Expires: 8/19/28

[Signature]

Notary: Marisela P. Tellechea



Typed, Printed, or Stamped Name of Notary

EXHIBIT "A"
LEGAL DESCRIPTION

FROM LEASHOLD AGREEMENT IN OFFICIAL RECORDS BOOK 28060, PAGE 1928 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

A PORTION OF THE EAST $\frac{3}{4}$ OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE N00°10'34"W, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY OF GATOR BOULEVARD (FORMERLY AIRPORT ROAD); THENCE S89°54'30"W, ALONG SAID NORTH RIGHT-OF-WAY OF GATOR BLVD 2754.19-FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°54'30"W, ALONG THE NORTH RIGHT-OF-WAY OF GATOR BLVD, 1177.00-FEET; THENCE N00°14'01"W, 2515.56-FEET; THENCE N89°55'57"E, 1317.42-FEET; THENCE S02°57'45"W, 2518.57-FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 3,137,093-SQUARE FEET, 72.018 ACRES, MORE OR LESS.

LESS AND EXCEPT CONVEYANCE FOR GATOR BOULEVARD

NON-STANDARD POTABLE WATER DEVELOPMENT AGREEMENT (NSDA)

THIS AGREEMENT made and entered into this 9th day of May, 2026, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility", and TELLUS PRODUCTS, LLC, f/k/a Renewco, LLC, a Florida limited liability company, hereinafter referred to as "Leaseholder" and joined by SUGAR CANE GROWERS COOPERATIVE OF FLORIDA ("Property Owner") for certain enumerated purposes in the joinder.

WITNESSETH

WHEREAS, Property Owner is a Florida agricultural cooperative association ("Property Owner") and owns property located in Palm Beach County, Florida, and as more fully described in **Exhibit "A"**, attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, pursuant to a long-term land lease by and between Property Owner and Leaseholder (the "Lease"), a Memorandum of Lease of which is recorded at Book 28060, Page 1928 of the Official Records of Palm Beach County, Property Owner leased the Property to Leaseholder; and

WHEREAS, Leaseholder is currently receiving potable water from service provided to Property Owner under a legacy agreement with Glades Utility Authority, such agreement having been assumed by Utility; and

WHEREAS, Leaseholder desires to construct potable water facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of said facilities for operation and maintenance; and

WHEREAS, Leaseholder understand that this contract for service in no way entitles Leaseholder to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Leaseholder and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water service to each lot;
 - (c) "Point of Service"- generally, the point where the pipes or meters of Utility are connected with pipes of Leaseholder as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;

NSDA # 14-01007-000

- (f) "Service Initiation"- the date a potable water meter connection is requested;
 - (g) "Guaranteed Revenue Fee"- the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses or capital improvements;
 - (h) "Total Accrued Amount (TAA)"- at the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise fees at the current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Non-Standard Development Renewal Agreement (SDRA)" – an agreement between Utility and Leaseholder extending the capacity reservation for unused ERCs in a Non-Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" – A percentage surcharge applied to all of Utility's fees for Customers within portions of Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Leaseholder hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Leaseholder covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Leaseholder hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water facilities; that in the event Utility is required or desires to install any of its potable water facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Leaseholder shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Leaseholder agrees to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility during the period the Lease is in effect and Leaseholder agrees to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility during the period the Lease is not in effect. In the event Utility determines that it is necessary to construct, maintain, repair, remove or replace any of its facilities located under, over or upon an easement, Leaseholder, during such time the Lease is in effect, and Property Owner, during such time that the lease is not in effect, as applicable, shall immediately remove the encroachment from the easement upon the request of Utility at Leaseholder's sole cost and expense. If Leaseholder fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Leaseholder shall pay all costs related to removing the encroachment from the easement incurred by Utility. Leaseholder, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows (the "Restrictive Covenant"):

Utility, or its successors, has the sole and exclusive right to provide all potable water facilities and services to the Property described in Exhibit "A" and in addition to any property to which potable water service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their water service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence

or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water service from any source other than that provided by Utility. Property Owner may request that the Property be permanently disconnected from the Utility's potable water system in accordance with UPAP Section 2.2.24. Should Property Owner meet the eligibility requirements of Section 2.24, no further charges, including but not limited to monthly base facility fees, will be required unless a reconnection is requested at a later date. At such time of reconnection, in accordance with Section 2.2.24, Service may be reactivated by paying applicable Service Initiation Fees, or, at the Utility's discretion, by paying previously unpaid Base Facility Fees (calculated since the time of permanent disconnection until the reactivation date) if such payment is less than the Service Initiation Fees in effect at that time. Provided that: (a) a Unity of Title is properly executed and recorded against the properties in accordance with UPAP Section 2.1.2(3)(c); or (b) water service for the Property is supplied through Property Owner's metered service (which shall require that the Property Control Number for the Property as established by the Palm Beach County Property Appraiser includes other property owned by the Property Owner which receives potable water service from the Utility), the requirement in Section 2.2.4 that "proof that there is no longer a dwelling or other structure with a kitchen or bathroom on the property" shall not be required to permanently disconnect from the Utility's potable water system. Nothing herein shall be construed to prohibit Utility from requiring Property Owner to upsize any meter based on potable water flow through the meter.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future property owners of any of the Property of the rights of Utility to provide the Property with potable water facilities and services, Leaseholder hereby covenants and agree to have the above restrictive covenant or its equivalent, reasonably acceptable to County, to be placed in the Public Records of Palm Beach County, Florida. Property Owner hereby consents to the Restrictive Covenant and the recording of said Restrictive Covenant.

4. Upon the continued accomplishment of all the respective prerequisites contained in this Agreement to be performed by the Leaseholder, as applicable, Utility covenants and agrees that it will allow the connection of the potable water distribution installed by Leaseholder to the central potable water facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply of Utility.
5. Leaseholder is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Leaseholder agrees to pay in accordance with the UPAP:
 - (a) a MAP per each ERC for the requested capacity upon submission of this agreement; and
 - (b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Leaseholder that construction of additional potable water facilities will be completed in phases designed to coincide with the need for service to Leaseholder and other property owners in the service area. Except as otherwise provided in Paragraph 18 below, Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water Agreement is:

Potable Water: \$323.50 per ERC x 434.30 ERCs =	<u>\$140,496.05</u>
Franchise Fee	<u>0</u>
TOTAL	<u>\$140,496.05</u>

Upon receipt of the MAP, Utility agrees to reserve 434.30 ERCs Potable Water system capacity for Leaseholder until five years from the execution of this Agreement by County which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Notwithstanding the foregoing, in all events, this Agreement shall be renewable for a period of 5 years upon the payment of applicable fees. Leaseholder acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Leaseholder acknowledges that it is the sole responsibility of Leaseholder to provide payment of a new MAP for unconnected ERCs at the original Agreement rate(s) before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs at the time of renewal of said ERCs. Should Leaseholder or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Leaseholder acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by 18.3 ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the original Agreement rate(s). Any amendments to the SDA shall be binding upon both Utility and Leaseholder and subject to all applicable rules and regulations of Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Leaseholder for said downward adjustment. County Warrants and Represents that the provisions of this Paragraph 5 are consistent with Paragraph 18 below. To the extent of any inconsistencies, this Paragraph 5 shall be deemed automatically reformed to be consistent with Paragraph 18 below.

6. Leaseholder hereby agrees to construct and to transfer ownership and control up to the point of service to Utility, at no cost, the on-site and off-site potable water distribution systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water facilities for operation and maintenance purposes. Leaseholder has caused to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution systems for the Property. Utility will advise Leaseholder's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. As applicable, all such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Leaseholder shall cause to be constructed, at Leaseholder's expense, the potable water distribution system as shown on the plans and specifications. The parties agree that the Utility has approved the initial plans for the Property, which are located at 8100 Forest Hill Blvd., West Palm Beach, FL 33413 and identified as Tellus Conceptual Engineering Plans dated 2/25/25, prepared by Isomer Group, WUD Project 24-582 and incorporated herein by reference as **Exhibit "B"**. Fees, as set forth in the UPAP, shall be levied to cover the cost of plan review and inspection, except as provided for herein below. Leaseholder shall also be required to pay Guaranteed Revenue Fees, Connection Fees and Installation Fees as set forth in the UPAP.

During the construction of the potable water distribution systems by Leaseholder, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to performed standard tests for pressure, filtration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Leaseholder of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and

electronic media when utilized, shall be submitted to Utility upon completion of construction.

Leaseholder hereby agrees to transfer to Utility, title to all potable water distribution systems installed by Leaseholder's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Leaseholder shall convey to Utility, by bill of sale, in a form supplied by Utility, the complete on-site and off-site potable water distribution system located on the Utility's side of the Point of Service as constructed by Leaseholder and approved by Utility, along with Cost Documentation and Leaseholder's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility, all easements and or rights-of-way located on the Utility's side of the Point of Service covering areas in which potable water lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the Property Owner's rights to convey such easements or rights-of-way, subject to joinder in the conveyance instrument by any mortgagee, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of the easement(s) granted by Property Owner pursuant to this Agreement may be used by other utilities as long as such use is approved by Utility and Property Owner and is otherwise compatible with the current or planned use of the Property by Leaseholder or Property Owner. Utility's acceptance of the potable water distribution system installed by Leaseholder shall be in accordance with the provisions as set forth in the UPAP. All installations by Leaseholder or its contractor shall be warranted for one year from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position or join in the granting of the easements or rights-of-way. All potable water distribution facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Except as otherwise provided in this Agreement, Leaseholder hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the current rate(s).

The timely payment by Leaseholder of all fees in accordance with the terms set forth herein, shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution system does not and will not result in Utility waiving or offsetting any of its fees or rules and regulations. Leaseholder shall not have any present or future right, title, claim, or interest in and to the potable water facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Leaseholder, at its expense, agrees to furnish Utility with a copy of the recorded Warranty Deed and Memorandum of Lease for the purpose of establishing fee simple and leasehold ownership of the Property. Leaseholder, at its expense, shall also submit a Consent and Joinder of Mortgage/Lienholder (supplied by the Utility) executed by Property Owner, and any mortgagee or lienholder holding an interest in the Property.
8. Leaseholder agrees with Utility that all potable water facilities conveyed to Utility for use in connection with providing potable water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning or leasing any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify and enforce rules, regulations and fees covering the provision of potable water service to the Property. Such rules, regulations and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Leaseholder or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Leaseholder upon any other entity holding by, through Leaseholder, and upon any Customer of the potable water service

provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days after receipt of written notice will automatically void this Standard Development Agreement.

10. Leaseholder or its assignee shall not have the right to and shall not connect to the potable water facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the point of service shall be the sole cost and expense of Leaseholder or other than Utility.
11. Leaseholder acknowledge and agree that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in **Exhibit "A"** of this Agreement by Property Owner or Leaseholder shall only be performed in accordance with the provisions of UPAP. Leaseholder further acknowledge and agree that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Leaseholder. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein. Upon termination of the Lease, all rights of Leaseholder in this Agreement shall be automatically transferred to Property Owner, without further documentation being necessary.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and if to Leaseholder shall be mailed or delivered to Leaseholder at:

1 North Clematis Street, Suite 200
West Palm Beach, FL 33405

and if to Leaseholder shall be mailed or delivered to Leaseholder at:

37021 Gator Boulevard
Belle Glade, FL 33430

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

and if to Property Owner, shall be mailed or delivered to Property Owner at:

1500 George Wedgworth Way
Belle Glade, FL 33430

13. The rights, privileges, obligations and covenants of Leaseholder and Utility shall survive the completion of the work of Leaseholder with respect to completing the potable water facilities and services to any phased area and to the Property as a whole.
14. Unless Leaseholder is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Leaseholder and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the agreement between Leaseholder and Utility. No additions, alterations or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is Palm Beach County, Florida.
15. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Leaseholder, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421

- 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

16. No Third-Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County or of the Leaseholder.
17. To the extent of any conflict between the terms of this Agreement and the terms of UPAP, this Agreement shall prevail and take priority.
18. Additional Conditions:
 - A. Leaseholder is requesting a four-inch (4") meter to provide potable water service to the Property. This meter is sized to provide an annual average daily flow rate of 80,000 gallons per day (gpd), with a peak daily demand of 99,200 gpd. The Utility will permit a temporary increase in maximum daily water usage up to 120,000 gpd at no additional capacity charge over what is required for peak daily demand of 99,200 peak daily demand, provided that advance notice is given prior to such events. Commodity fees, as set forth in UPAP, will still be required for such temporary increase. Beginning three years after the service initiation date, Utility will monitor the annual average daily flow through the meter. If the annual average daily flow exceeds 99,200 gpd in any one-year period following service initiation, Leaseholder will be required to purchase additional Potable Water system capacity and will be responsible for any applicable fees and charges associated therewith.
 - B. Should Leaseholder need to purchase additional Potable Water system capacity, Utility hereby agrees to reserve up to 150,000 gpd annual average daily flow with a maximum daily water usage of 187,500 gpd of Potable Water system capacity for three years from the Effective Date of this Agreement at the rates in effect at the Effective Date of this Agreement. These rates shall be subject to increase based on the application of the Consumer Price Index for water and sewerage maintenance at the time of the purchase of such capacity by Leaseholder.
 - C. Based on an opinion from the Palm Beach County Fire Marshall, the Property is exempt from the fire flow requirements of the fire code as a non-residential farm building with less than 35 people. Therefore, the Utility facilities providing potable water service to the Property are not being sized to provide fire flow protection. Leaseholder hereby acknowledges that the facilities are not being sized to provide fire flow protection to the Property, and that the Utility is under no obligation to provide potable water flow at a rate to provide fire flow protection to the Property. Leaseholder agrees to indemnify, defend and hold the Utility harmless from any liability or damages related to the lack of fire flow protection provided by the Utility's potable water facilities serving the Property.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Leaseholder and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Joseph Abruzzo, Clerk of the
Circuit Court & Comptroller,
Palm Beach County

ATTEST:
By: _____

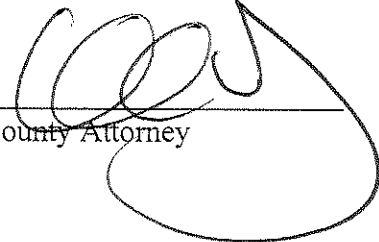
PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

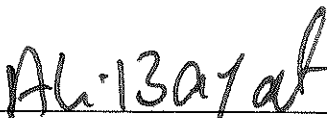
Typed Name: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

By: 
Department Director

WITNESSES:

B. L. Sadler
Signature
Benjamin L. Sadler
Print Name
1 N. W. Clematis St
West Palm Beach, FL 33401
Address

[Signature]
Signature
Patricia E Harris
Print Name
1 N. Clematis St
West Palm Beach, FL
Address 33401

LEASEHOLDER:

By: [Signature]
Armando A. Tabernilla
Title: Vice President and Secretary



NOTARY CERTIFICATE

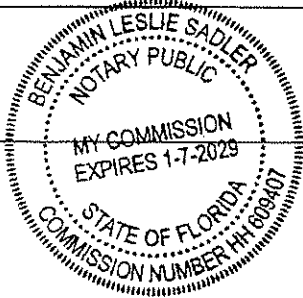
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of February, 2026, by Armando A. Tabernilla, as Vice President and Secretary of Tellus Products, LLC, a Florida limited liability company, on behalf of that company and who is personally known to me or has produced _____ as identification.

My Commission Expires: _____

[Signature]
Signature of Notary

Notary: _____



Benjamin L. Sadler
Typed, Printed, or Stamped Name of Notary

JOINDER BY PROPERTY OWNER

Property Owner joins this Agreement for the limited purpose of agreeing to consent to the easements, covenants and restrictions required by the Agreement; Property Owner further joins this Agreement to acknowledge that upon termination or cancellation of the Lease, Property Owner shall assume the obligations of Leaseholder (as further provided for in the Lease entered into by Property Owner and Leaseholder). Property Owner further agrees that any conveyance in whole or in part of the Property shall be subject to the terms of this Agreement.

WITNESSES:

[Signature]
Signature
Maura Rivera
Print Name
906 Summit Lake Dr
WPB FL 33406
Address
[Signature]
Signature
Armando Espinoza
Print Name
466 SE 2nd St
Belle Glade, FL 33430
Address

PROPERTY OWNER: SUGAR CANE GROWERS COOPERATIVE OF FLORIDA

By: [Signature]
Signature
VD, INDUSTRIAL OPERATIONS
Title
ANTHONY M. MICHUDA
Typed or Printed Name

NOTARY CERTIFICATE

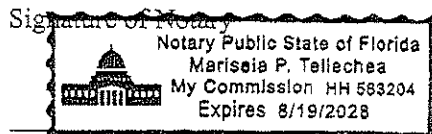
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of January, 2026, by Anthony M. Michuda who is personally known to me or has produced as identification.

My Commission Expires: 8/19/28

[Signature]
Signature of Notary

Notary: Marisela P. Tellechea



Typed, Printed, or Stamped Name of Notary

EXHIBIT "A"
LEGAL DESCRIPTION

FROM LEASHOLD AGREEMENT IN OFFICIAL RECORDS BOOK 28060, PAGE 1928 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

A PORTION OF THE EAST $\frac{3}{4}$ OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE N00°10'34"W, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY OF GATOR BOULEVARD (FORMERLY AIRPORT ROAD); THENCE S89°54'30"W, ALONG SAID NORTH RIGHT-OF-WAY OF GATOR BLVD 2754.19- FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°54'30"W, ALONG THE NORTH RIGHT-OF-WAY OF GATOR BLDV, 1177.00- FEET; THENCE N00°14'01"W, 2515.56- FEET; THENCE N89°55'57"E, 1317.42- FEET; THENCE S02°57'45"W, 2518.57- FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 3,137,093-SQUARE FEET, 72.018 ACRES, MORE OR LESS.

LESS AND EXCEPT CONVEYANCE FOR GATOR BOULEVARD