

This instrument Prepared by and Return To:

City of Ocala
Water Resources & Engineer
1805 NE 30th Avenue, Building 600
Ocala, FL 34470

**AGREEMENT CONCERNING COMMERCIAL / RESIDENTIAL WATER
PURCHASE FOR OAK HAVEN SYSTEM**

THIS AGREEMENT is entered into this _____ day of _____, 2026
("Effective Date"), by and between:

- City of Ocala, a Florida municipal corporation ("City", as hereinafter defined).
- CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability corporation ("Owner", as hereinafter defined).

RECITALS

WHEREAS, the Owner has determined that the public health, safety, and general welfare of the Customers within the Oak Haven subdivision, as more particularly described or depicted in the attached **Exhibit B**, necessitates the connection of these Customers to the City's Water System; and

WHEREAS, the City and the Owner have agreed that the Owner will connect the Oak Haven Subdivision's water system to the City's Water System including interconnections between the City and Oak Haven Subdivision through which the Owner will pay the most current City Council approved rates based on meter size base rate, water consumption charge with the additional 25% exterritorial surcharge; and

WHEREAS, subject to the conditions and limitations cited herein, the City agrees to provide potable water services to Oak Haven Subdivision; and

WHEREAS, the interconnection of the City's Water System and Oak Haven Subdivision's water system contemplated by this Agreement provides for potable water service in a manner that avoids duplication of capital investment and maintenance costs and is necessary to render water services to the public in the most efficient manner; and

WHEREAS, the Owner will be responsible for the actual costs incurred to design and survey the water main route and the Connection Point, and the City will utilize the City's Annual Contractor to install the water main to the Connection Point based on the Owner's design.

WHEREAS, the City and Owner now desire to enter into and execute this Agreement setting forth the terms and provisions of their agreement for the sale and purchase of potable water through commercial/residential rate services.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual undertakings and covenants contained herein and assumed, and other good and valuable consideration, receipt of which is hereby acknowledged, the City and Owner hereby covenant and agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein.

SECTION 2. DEFINITIONS. The following words shall have the following meanings unless the context hereof requires otherwise:

"Abnormal Occurrence" shall mean an event at a water facility that has the potential to cause a violation of a utility permit as is reportable to any regulatory agency that oversees the utility operations, including, but not limited to, equipment failures, lab analysis failures, and line breaks.

"Agreement" shall mean this Commercial/Residential Water Service Agreement between the City of Ocala, Florida, and Central State Water Resources.

"Connection Facilities" shall mean those utility facilities, including but not limited to, transmission mains, and appurtenant facilities, that are necessary to convey water through the Connection Points from the City to Oak Haven Subdivision, as shown on Exhibit A1 Water.

"Connection Point(s)" shall mean that location, as identified on the conceptual design plans attached hereto as Exhibit A1 Water, where facilities composing the Oak Haven WTP Water System serving Oak Haven subdivision shall be physically connected to the City Water System for the purpose of the City transmitting potable water. The Connection Point shall designate ownership and operation and maintenance limits and responsibilities for both Parties as shown in Exhibit A1 Water.

"City" shall mean City of Ocala, Florida, a municipal corporation of the State of Florida.

"Customers" shall mean the Owner's retail water customers of the Oak Haven subdivision.

"ERU" shall mean equivalent single-family residential unit, for purposes of this Agreement each detached single-family residence shall be considered one ERU.

"Force Majeure" shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of any public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials or rights-of-way on reasonable terms, acts or failures to act by public authorities not under the control of either party to this Agreement, or acts or failures to act by regulatory authorities.

"GPD" shall mean gallons per day.

"LOS" shall mean Level of Service which the City defines the water LOS as 300 GPD/ERU.

"Owner" shall mean CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability corporation.

"Party" or "Parties" shall mean the Central State Water Resources, Missouri (Owner) and the City of Ocala (City), collectively or individually as the context may require.

"PSI" shall mean pounds per square inch.

SECTION 3. CONNECTION.

3.1. The Owner shall design and, upon approval from the City, the Owner shall construct all the Connection Facilities between the existing Connection Point, which will remain a part of the City's Water System, and the Owner's Water System serving the Oak Haven Subdivision. Such a Connection Facility is necessary to transmit water from the Connection Point to individual users within the Oak Haven

Subdivision. The Owner shall obtain all necessary governmental approvals for the construction of the Connection Facilities.

3.2. The Owner shall purchase and install an appropriate Badger Meter Orion metering device of standard make and sufficient size on the City's side of the Water System Connection Point which is acceptable to the City for the purposes of determining the amount of water being provided pursuant to this Agreement. The meter shall be equipped with an indicating and recording register. The Owner shall also purchase and install a reduced-pressure zone backflow prevention device, including a strainer, bypassing piping, and interconnecting piping in conjunction with the meter (the meter and backflow prevention device shall be collectively referred to as the "Connection Point Equipment"). It shall be the responsibility of the Owner to pay all costs associated with the purchase and installation of the Connection Facilities. The Owner shall obtain all necessary governmental approvals for the construction of the Connection Facilities.

3.3. The Owner shall own, operate and maintain the equipment on the Owner's side of the Connection Point at the Oak Haven Subdivision. In the event future relocation of this Connection Point Equipment is required as a result of the City's actions, the Owner shall pay for all relocation costs.

3.4. The Owner shall submit the design for the Connection Facilities, the Connection Point, and the Connection Point Equipment to the City Engineer at the address provided in Section 8 herein. Thereafter, the City shall have thirty (30) calendar days to review and provide comments on the submissions and inform the Owner as to whether the submissions are approved or denied.

3.5. The Owner shall give the City written notice that the Owner is connecting the Connection Facilities to the City's Water System no less than ten (10) days prior to said connection for purposes of inspection and final approval by the City. The Owner shall furnish to the City, in a form acceptable to the City, a copy of the as-built drawings for the Connection Facilities, the Connection Point, and the Connection Point Equipment, showing specific locations of all such facilities, service line connections, fittings and other appurtenant equipment installed by the Owner pursuant to this Agreement. The transmission of water shall not commence until the City provides final inspection and approval of the connection, which shall not be unreasonably withheld, conditioned or delayed. The City shall inspect the Connection Facilities, the Connection Point and Connection Point Equipment within ten (10) days of written notice from the Owner that said facilities are complete and ready for inspection.

3.6. The City and the Owner shall implement a cross-connection control program in accordance with the State of Florida and Federal Safe Drinking Water Acts. Should any water supply contamination or possibility of water supply contamination occur in either Parties' water distribution system, the owner of that portion of water distribution system will immediately notify the other Party, correct the situation, and take all necessary precautions to insure the protection of the other Party's water distribution system. The City's portion shall be designed in accordance with City standards.

SECTION 4. COMMERCIAL/RESIDENTIAL WATER RATE SALE.

4.1 The City does hereby agree to sell and transmit water to the Owner and the Owner does hereby agree to receive and purchase an amount of water to serve the Oak Haven Subdivision. The Owner shall not connect other residential and/or commercial properties to any facilities served by the Connection Points without prior approval by the City.

4.2 Notwithstanding any other provisions contained herein, neither party shall be liable for any damages, direct or consequential, as the result of the inability or failure to provide or receive potable water services pursuant to this Agreement on a temporary, emergency or permanent basis due to Force

Majeure or other circumstances not within the control of that Party. The City shall use best efforts to provide the water capacity needed by the Owner. However, in the event of restrictions imposed by governmental regulatory authorities, each Party reserves the right to reduce the GPD either provided or received.

4.3 In the event of an Abnormal Occurrence having any real or potential impact to either Parties' water system, both the City and the Owner shall abide by and provide proper response and notification to applicable governmental regulatory agencies.

4.4 Except under emergency conditions or an Abnormal Occurrence, the Owner and the City will maintain a minimum static pressure at the Connection Point of 55 pounds per square inch (PSI) gauge. Actual operating or static pressure may reach 85 PSI gauge, and it shall be the responsibility of the Owner to affect pressure reduction as may be necessary to protect their system or customers.

4.5 Pursuant to 40 Code of Federal Regulations, ("CFR") Sections 141 and 142, and Chapter 62-551, Florida Administrative Code ("F.A.C."), the Owner and the City are required to monitor water quality to determine levels of lead and copper and to take measures to correct levels that exceed permissible action levels. On the Owner's side of the Connection Point, the Owner shall be responsible for compliance with all applicable regulations including, water monitoring, treatment, reporting, corrosion control, lead service line replacement, and any public notice requirements. On the City's side of the Connection Point, the City shall be responsible for compliance with all applicable regulations including water monitoring, reporting, lead service line replacement, and any public notice requirements. Each Party shall notify the other if it determines that an action level has been exceeded in any part of their water distribution system that may affect the other Party.

4.6 On the Owner's side of the Connection Point, the Owner shall be responsible for compliance with all applicable laws and regulations concerning matters including, but not limited to, maintenance of facilities and pipes and any associated public notice requirements. On the City's side of the Connection Point, the City shall be responsible for compliance with all such requirements.

SECTION 5. OWNERSHIP, MAINTENANCE AND REPAIRS.

5.1. The Owner shall own, operate and maintain in accordance with applicable laws and regulations, solely at its own expense, the Connection Facilities on its side of the Connection Points.

5.2. The City shall own, operate and maintain in accordance with applicable laws and regulations, solely at its own expense, all mains, lines, pumps and the other facilities necessary to produce and transport the water to be provided pursuant to this Agreement from the City's Water System to the Connection Point.

5.3. The maintenance to be performed by the City and Owner shall be performed in such a manner as is necessary to meet the standards prescribed by applicable regulatory agencies and to maintain each Party's respective facilities at a level of performance, maintenance and repair which will not adversely affect existing customers of either the Owner or the City.

5.4. Neither Party shall be liable to the other for any loss of service or for any other damages, either direct or consequential, due to defects in the construction, maintenance, repair or operation of the Connection Facilities or the Connection Point. Nothing in this agreement shall be construed to be a waiver of the City's entitlement to sovereign immunity under Chapter 768, Florida Statutes, or any other provision of Florida law.

5.5. In the event the City reasonably determines that all or any portion of the Owner's Connection

Facilities requires testing, maintenance, repair, or replacement, the City shall notify the Owner in writing at the address specified herein for Notice purposes. The Owner shall have the duty to commence and complete such testing, maintenance, repair, or replacement as is reasonably necessary as expeditiously as possible unless the Owner can demonstrate to the satisfaction of the City that such actions are not required. In the event the Owner fails to begin or fails to complete such reasonably required work, the City shall have the right to self-perform such work upon ten (10) days' written notice to the Owner of such failure, and the Owner shall be responsible for reimbursing the City for any expenses related to such self-performance.

5.6. To ensure accuracy, each meter installed as a part of a Connection Point may be tested by the City or its designee, at its discretion. Should any test, including any tests required by regulatory agencies, demonstrate that the meter is registering within or at an accuracy of two percent (2%); the City shall pay for all costs incurred in testing the meter. If the test demonstrates that the meter is not registering within or at two percent (2%) accuracy, the Owner shall pay for all costs incurred in testing and repairing the meter.

SECTION 6. CHARGES.

6.1. As consideration for the potable water provided by the City, the Owner will pay the most current City Council approved rates based on meter size base rate, water consumption charge with the additional 25% exterritorial surcharge, which shall compensate the City for its provision of potable water service to the Owner serving Oak Haven Subdivision. Payments shall be made based on the City's meter reads and submittal of monthly invoices to the Owner.

6.2. The Owner agrees to pay the most current City Council approved water impact fees based on Exhibit C calculations which include the ERUs. The impact fees will be based on the most current City Council approved impact fees for water service.

6.3. In the event the Owner disputes the accuracy of the meter reading or any other aspect of the monthly invoice, it must notify the City in writing within thirty (30) days of receipt of the invoice and demonstrate through appropriate calibration testing or other means that the meter was either not properly calibrated, was not functioning properly, or that other items on the invoice are erroneous. In the case of a meter registering an inaccuracy of more than two percent (2%), the City shall adjust its charges up or down using the percentage of error as determined by the test. All meter readings not disputed within thirty (30) days of receipt of the invoice by the Owner are final and not subject to dispute.

SECTION 7. MAXIMUM DAILY SUPPLY. The quantity of treated water supplied by Owner to Customers shall not to exceed 75,000 gallons per day.

SECTION 8. NOTICE TO PARTIES. Any notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be properly given if hand-delivered, mailed by certified or registered U.S. mail, or delivered by a generally accepted overnight courier service such as Federal Express or United Parcel Service.

If given to Owner, any notice hereunder shall be addressed and given as follows:

CSWR-Florida Utility Operating Company, LLC
Attn: Josiah Cox
1630 Des Peres Rd
Suite 140
Des Peres, Missouri 63131

Phone: (314) 736-4672
Fax: (314) 736-4743
Email: jcox@cswrgroup.com

With Copy to:

Russ Mitten
General Counsel
1630 Des Peres Road, Suite 140
Des Peres, Missouri 63131
Phone: (314) 380-8595
Fax: (314) 736-4743
Email: rmitten@cswrgroup.com

If given to City, any notice hereunder shall be addressed and given as follows:

City of Ocala
Attn: City Manager
110 SE Watula Avenue
Ocala, Florida 34471

With copy to:

City Engineer
1805 NE 30th Avenue, Building 600
Ocala, FL 34470

Any party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to all other parties executing this Agreement, in the manner provided herein.

SECTION 9. DEFAULT. If either Party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement, then the non-defaulting Party shall give written notice to the defaulting Party specifying the nature of the default. If the defaulting Party does not cure the default within forty-five (45) days after the date of the written notice, then this Agreement, at the option of the non-defaulting Party, shall terminate. This paragraph is not intended to replace any other legal or equitable remedies available to the non-defaulting Party under Florida law but is in addition thereto. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this Agreement without the necessity for any written notice and such nonpayment shall be grounds for termination of service.

SECTION 10. FORCE MAJEURE. With respect to the matters contemplated by this Agreement, neither Party shall be liable or responsible to the other as a result of any injury to property or person, which was caused by Force Majeure.

SECTION 11. ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the heirs, representatives, and assigns of the parties hereto. However, neither the City nor Owner shall assign this Agreement without the express, written permission of the other Party, which permission shall not be unreasonably withheld.

SECTION 12. AMENDMENT OF AGREEMENT. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both of the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, whether or not similar, unless otherwise expressly provided. Each such amendment, supplement, modification or waiver of this Agreement shall be filed with the City Clerk.

SECTION 13. SEVERABILITY OF AGREEMENT. In the event any provision or Section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement if the rights and obligations of the Parties are not materially prejudiced and if the intentions of the Parties can continue to be affected.

SECTION 14. APPLICABLE LAW AND VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.

SECTION 15. EXECUTION IN COUNTERPARTS. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

SECTION 16. CITY CODE. No provision of this Agreement shall supersede or take precedent over any existing ordinances, regulations or codes of the City.

SECTION 17. EXERCISE OF RIGHTS. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law.

SECTION 18. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force or effect.

SECTION 19. AGREEMENT HEADINGS. The headings contained within this Agreement are for identification and reference purposes only, and shall not be construed to amend, modify, limit, or alter the terms of this Agreement.

SECTION 20. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE

ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

SECTION 21. ATTORNEY FEES. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

SECTION 22. PUBLIC RECORDS. Owner shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Owner shall:

22.1. Keep and maintain public records required by the City to perform under this Agreement.

22.2. Upon request from the City's custodian of public records, provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

22.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.

22.4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Owner or keep and maintain public records required by the City to perform under this Agreement. If Owner transfers all public records to the City upon completion of the Agreement, Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Owner keeps and maintains public records upon completion of the Agreement, Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

SECTION 23. AMBIGUITIES WITHIN AGREEMENT. The Parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with their

respective legal counsel prior to its execution, such that all language herein shall be construed equally against the Parties, and no language shall be construed strictly against its drafter.

SECTION 24. EFFECTIVE DATE. This Agreement shall become effective upon full execution of this Agreement by both Parties.

SECTION 25. AGREEMENT DOCUMENTS. The documents which are contemplated as part of this Agreement are listed below in this section as exhibits, are attached to this Agreement as exhibits, and are hereby incorporated as part of this Agreement. The Parties agree that there are no agreement documents other than those listed below

EXHIBIT A: Water Conceptual Connection Facilities and Points

EXHIBIT B: Oak Haven Subdivision Water Service Area

EXHIBIT C: Water Impact Fee Calculations

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the dates below.

AS TO CITY:

CITY OF OCALA, FLORIDA,
A Florida municipal corporation

By: Ire J. Bethea, Sr., as
President, Ocala City Council

WITNESS 1 (signature)

Angel B. Jacobs
WITNESS 1 (printed name)

110 S.E. Watula Avenue, Ocala, Florida 34471
WITNESS 1 (address)

WITNESS 2 (signature)

William E. Sexton
WITNESS 2 (printed name)

110 S.E. Watula Avenue, Ocala, Florida 34471
WITNESS 2 (address)

ATTEST:

ANGEL B. JACOBS, City Clerk

APPROVED AS TO FORM/LEGALITY:

WILLIAM E. SEXTON, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____ 20___, by Ire J. Bethea, Sr., as President of the City Council of the City of Ocala, Florida, a Florida municipal corporation, who is personally known to me, for and on behalf of the City of Ocala, Florida.

Signed and delivered in our presence as witnesses:

AS TO OWNER:

CSWR-Florida Utility Operating Company, a Florida limited liability company

By: _____

Print Name: _____

Address: _____

Name: Josiah Cox

Title: President

Print Name: _____

Address: _____

STATE OF MISSOURI

COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, _____ day of _____, 20____, by _____, as President of CSWR-Florida Utility Operating Company, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Missouri

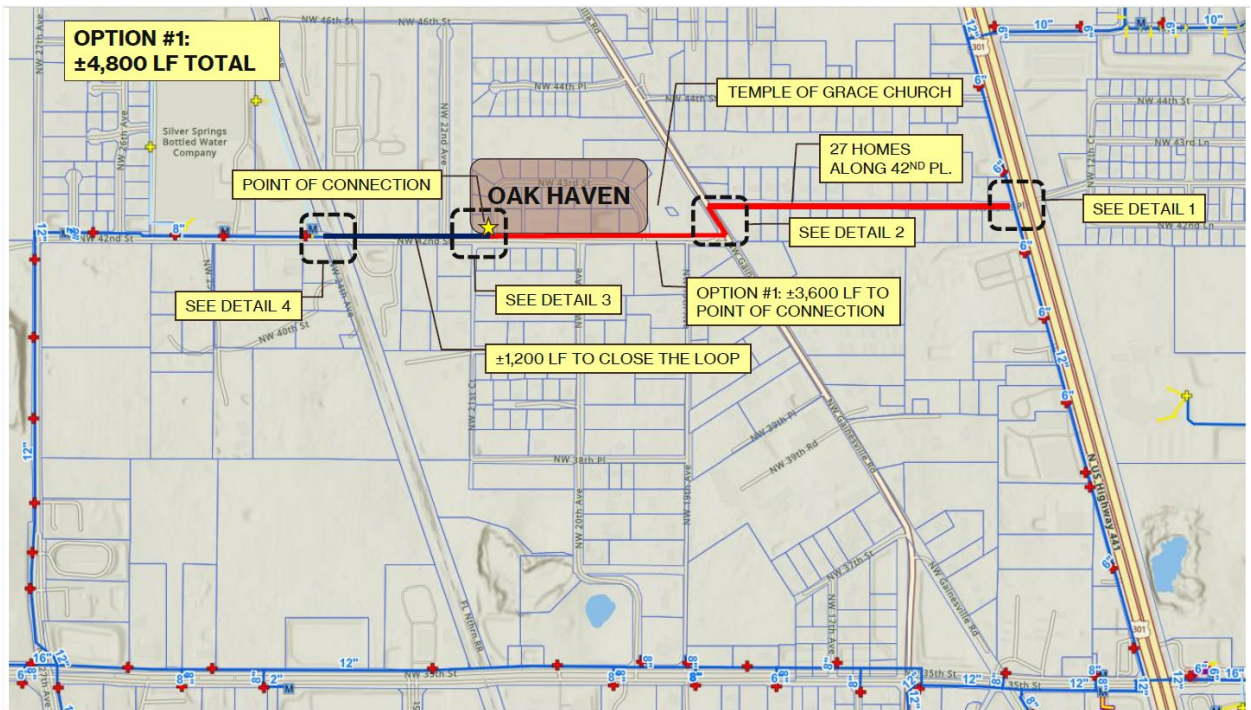
Name: _____

(Please print or type)

Commission Expires:

Exhibit A Water

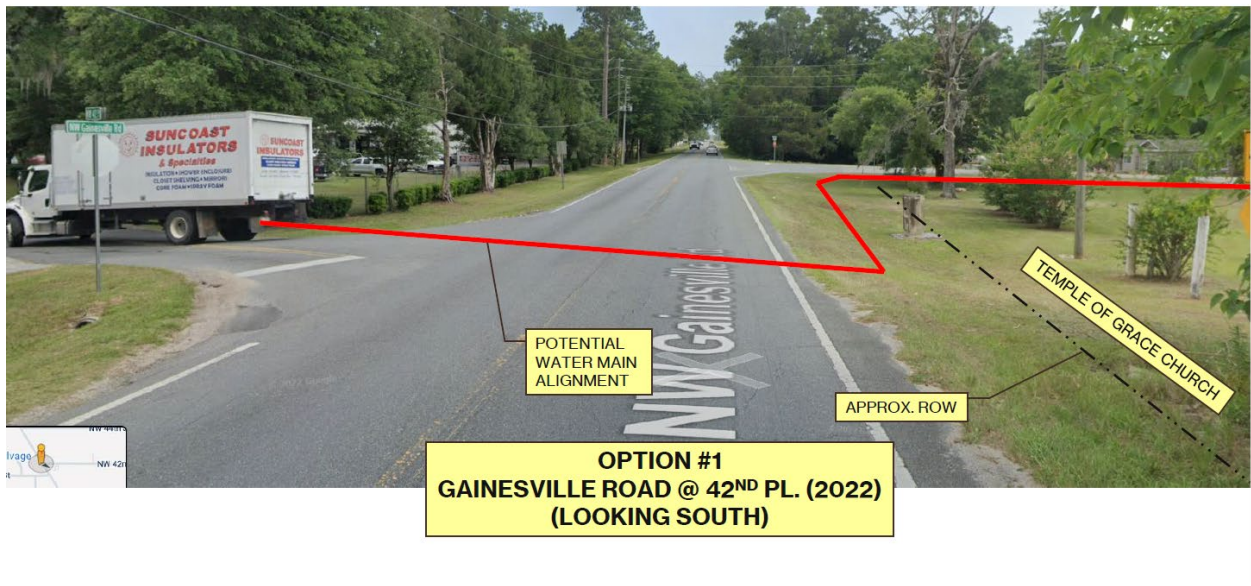
Oak Haven Subdivision Map Designating Water Conceptual Connection Facilities and Point



DETAIL 1



DETAIL 2



DETAIL 3



DETAIL 4



Exhibit B

Oak Haven Water Service Area

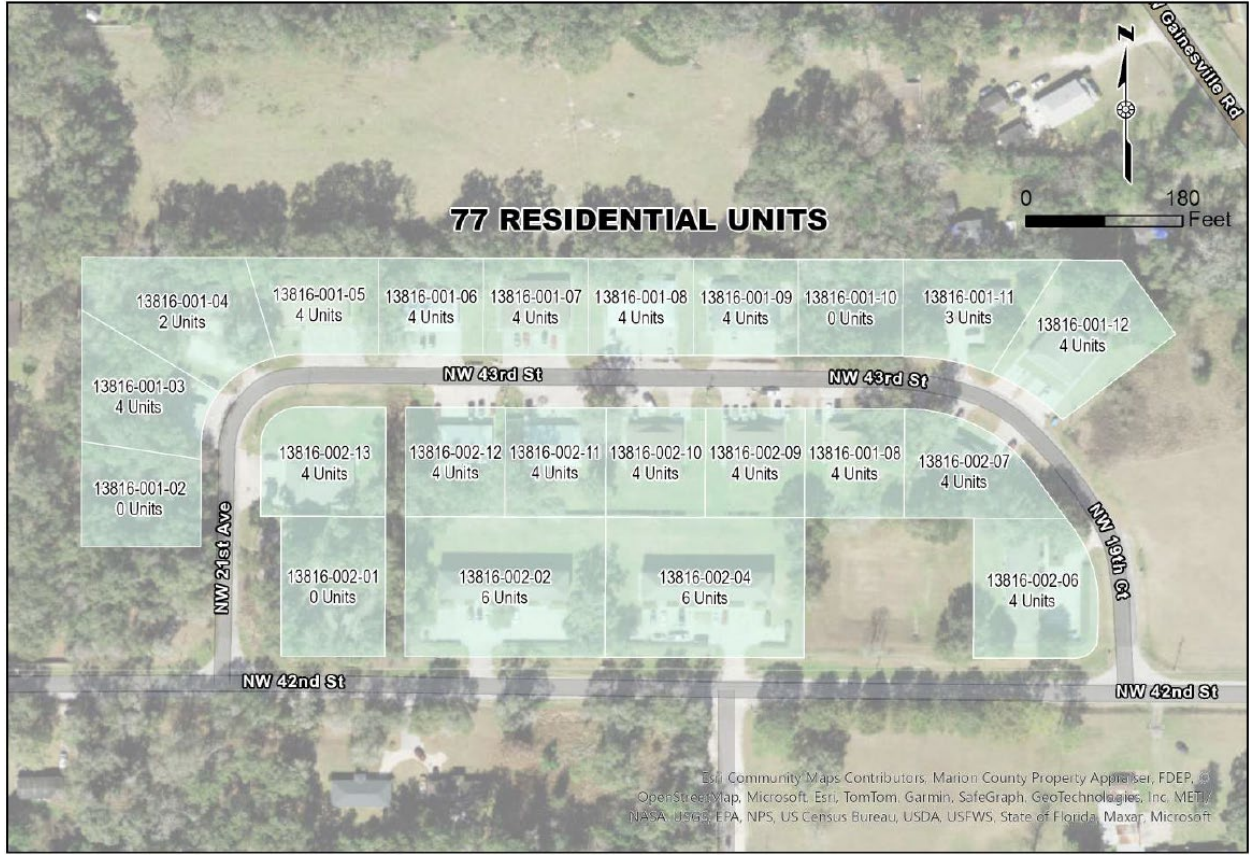


Exhibit C
Water Impact Fee Calculations

Type of Connections	# of Connections	ERUs	Impact Fees
Duplex	1	1.2	\$1,852.50
Triplex	1	1.8	\$2,778.75
Quadplex	15	36	\$55,575.00
Apartments	12	8.4	\$12,975.00
Sub Total			\$73,181.25
Out of City Limits Surcharge added			