

**RECLAIMED WATER AGREEMENT
BETWEEN
INDIAN RIVER COUNTY, FLORIDA
AND
THE WINDSOR CLUB, INC.**

THIS RECLAIMED WATER AGREEMENT ("Agreement") is made this 1st day of March, 2026 (the "Effective Date") by and between **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida, the address of which is 1801 27th Street, Vero Beach, Florida 32960 (hereinafter the COUNTY) and **THE WINDSOR CLUB, INC.**, the address of which is 3125 Windsor Blvd., Vero Beach, Florida 32963(hereinafter the CUSTOMER).

WITNESSETH:

WHEREAS, the COUNTY operates and maintains publicly owned wastewater treatment facilities which are capable of producing irrigation quality wastewater effluent (hereinafter referred to as "Reclaimed Water", "Reuse Water" or "IQ Water") as that term is defined by the Florida Department of Environmental Protection (FDEP) for use on grass, woodlands, landscape, pastures, golf courses and other types of approved vegetation; and;

CUSTOMER is a sporting club with a golf course located within a residential subdivision operated by CUSTOMER. The golf course is located at 3125 Windsor Blvd., Vero Beach, FL 32963 of Indian River County described in Exhibit "A". The golf course and the residential subdivision shall collectively be referred to as the "Property"; and

WHEREAS, COUNTY and CUSTOMER desire to enter into this Agreement for Reclaimed Water; and

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

Section 1. Delivery and Acceptance:

(a) COUNTY will deliver and CUSTOMER agrees to receive up to 1,000,000 gallons per day beginning September 1, 2026.

(b) CUSTOMER covenants that it shall not directly discharge reclaimed water into any water body of the State of Florida other than to any impoundments owned and maintained by CUSTOMER. CUSTOMER shall take reasonable precautions to prevent the use of reclaimed water received as potable water. Signs shall be strategically posted in accordance with Florida Department of Environmental Protection (FDEP) requirements. CUSTOMER's reclaimed water facilities shall be operated, maintained, and administered in a manner which adheres to the codes, standards, and guidelines established by the COUNTY and the respective regulatory agencies.

(c) CUSTOMER shall use the reclaimed water to irrigate the Property in a manner consistent with all Federal, State and local laws and regulations.

Section 2. CUSTOMER Obligations:

(a) CUSTOMER shall comply with reasonable requests by the COUNTY concerning on-site operations and maintenance including but not limited to all FDEP and St. Johns River Water Management District (SJRWMD) regulations relating to reporting requirements, signs, spraying, and color-coding of reclaimed water equipment. Sign location and color of the posted signs shall be in conformance with FDEP regulations. In addition, exposed reclaimed water piping shall be painted 'Pantone Purple 522C'.

(b) CUSTOMER shall be deemed in possession of the reclaimed water on CUSTOMER's side of the reclaimed water meter however CUSTOMER shall not be deemed to own the reclaimed water and may not transfer or sell the reclaimed water to any party for use offsite of the Property without written permission from the COUNTY.

(c) CUSTOMER may change the location of the site or sites where the reclaimed water is applied provided such change does not interrupt nor diminish CUSTOMER's ability to accept all of the reclaimed water and such change remains in compliance with all Federal, State and local regulations and the terms and conditions of this Agreement.

(d) CUSTOMER shall convey to the COUNTY a non-exclusive easement for the reclaimed water meter site and the reclaimed water system. In addition, CUSTOMER shall grant to the COUNTY a non-exclusive ingress-egress easement necessary for the COUNTY to install, maintain, operate, and monitor the reclaimed water meter and reclaimed water system.

(e) CUSTOMER shall be responsible for obtaining all construction and operating permits required for the construction, delivery, use, monitoring, and storage of the reclaimed water.

(f) CUSTOMER is not obligated to accept reclaimed water which does not meet FDEP Standards but will endeavor to accept as much wet weather reclaimed water discharge as is necessary for continued wastewater operation. Both parties also recognize that adverse weather conditions or unforeseen circumstances may result in a need for reclaimed water greater than the volume set forth in section 1(a).

CUSTOMER understands and acknowledges that the COUNTY will not guarantee the delivery of a set amount of reclaimed water. However, any potential interruption of service, that may or may not be caused through no fault of COUNTY or if caused by others that affects the ability of COUNTY to provide irrigation quality water to CUSTOMER shall be repaired expeditiously by the COUNTY.

(b) CUSTOMER further agrees that the COUNTY shall not be held liable to CUSTOMER for any damages or expenses incurred by CUSTOMER because of the COUNTY's failure to deliver reclaimed water.

Section 3. Quality of Reclaimed Water:

The COUNTY will provide reclaimed water meeting the standards set forth by FDEP as defined in the COUNTY's Wastewater Treatment Facility (WWTF) Operating Permits Reclaimed Water. Sampling for conformance with reclaimed water quality shall be performed at the location and frequency defined in the FDEP WWTF Operating Permits at no cost to CUSTOMER. Only reclaimed water meeting FDEP water quality standards will be delivered to the Property.

Section 4. Property to be Served:

CUSTOMER shall use the reclaimed water only on the Windsor Property described in Exhibit "A", attached hereto and incorporated by reference.

Section 5. Fees and Charges:

(a) The initial Rate structure to be \$.34/1,000 gallons.

(b) Except as set forth in subsection (a) above, the COUNTY shall have the sole and exclusive right to set fair and reasonable fees and charges for reclaimed water (usually expressed in terms of dollar amount per thousand gallons). The reclaimed water fees and charges may be changed annually at the end of the COUNTY's fiscal year at the sole discretion of the COUNTY and such charges shall apply to CUSTOMER and this Agreement at the time of such change. In the event the fees and charges for

reclaimed water shall increase by ten percent (10%) or more in a fiscal year, the COUNTY shall provide written notice of such increase to CUSTOMER at least sixty (60) days prior to the effective date thereof.

(c) CUSTOMER shall be invoiced according to the COUNTY's normal billing practices for water customers.

(d) CUSTOMER shall pay interest at the rate in place at the time of any past due amounts from the date the amount came due until the date paid. Written or verbal notice of delinquency is not required for the interest to accrue.

Section 6. Reserved:

Section 7. Term:

The term of this Agreement is for a period of ten (10) years beginning on the Effective Date, as provided above. This Agreement shall be renewed automatically for successive 10-year terms at the expiration of any preceding term, unless any party notifies the other of cancellation by written notice not less than 180 consecutive calendar days in advance of the expiration date of the preceding term. The Term of this Agreement shall run concurrently with the COUNTY's Regional WWTF FDEP Operating Permit serving the area. CUSTOMER shall also have the right to terminate its obligations under this Agreement upon two (2) years advance written notice to the COUNTY without incurring any penalty.

Section 8. No Direct Offsite Discharge:

Unless expressly authorized by a state or federal agency, CUSTOMER covenants that it shall not directly discharge reclaimed water into any body of water in the State of Florida other than the ponds or lakes (impoundment) owned by CUSTOMER. CUSTOMER will take all reasonable precautions to prevent the use of reclaimed water received as potable water. "Reclaimed Water in Use" warning signs shall be posted in strategic places to prevent consumption of the water.

Section 9. Amendment:

A written instrument executed by the party or parties to be bound thereby may only amend this Agreement.

Section 10. Authority:

Each party hereto represents and warrants to the other that the execution of this agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

Section 11. Captions:

Captions, if included, in this Agreement are included for convenience only and are not to be considered in any construction or interpretation of this Agreement or any of its provisions.

Section 12. Entire Agreement:

This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

Section 13. Mediation, Governing Law & Jurisdiction:

If a dispute arises relating to this Agreement, the parties shall first proceed in good faith to submit the matter to mediation as a prerequisite to filing any litigation or other proceeding with the court. The

parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) days from the date written notice requesting mediation is sent by one party to the other, the mediation, unless otherwise agreed, shall terminate. This Section 13 shall not alter any date in this Agreement, unless otherwise agreed in writing.

This Agreement shall be governed by the laws of the State of Florida and the laws of the United States pertaining to transactions in such State and all actions arising out of this Agreement shall be brought in Indian River County. In the event of breach of this Agreement, the nonbreaching party shall, except to the extent expressly limited by the terms of this Agreement, have all rights and remedies available at law and at equity against the breaching party.

Section 14. Construction

All of the parties to this agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

Section 15. Multiple Counterparts:

This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

Section 16. Recording of Agreement:

The Agreement shall be recorded in the public records of Indian River County. The obligations defined in this Agreement shall be a condition, which shall run with the land and shall bind subsequent owners of the Property for the term of this Agreement. CUSTOMER shall pay the cost of recording.

Section 17. Severability/Invalid Provision:

If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

Section 18. Time is of the Essence:

Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the COUNTY and CUSTOMER have accepted, made and executed this Agreement upon the terms and conditions above stated on day and year first above written.

CUSTOMER: [Signature]
President, Title

Date: 03/07/2026

[Signature]
Witness (signature)

Kim M. Williams
Printed Name

[Signature]
Witness (signature)

Aimee M Beck
Printed Name

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 7th day of March, 2026, by LUKE OBOYLE the President of Windsor Club INC., a (state) Florida corporation, on behalf of the corporation, who personally known or produced identification in the form of _____.

NOTARY PUBLIC

[Signature]
TARA M. MILLER

Printed Name:

Commission No.: HH 743695

Commission Expiration: 02/21/2030

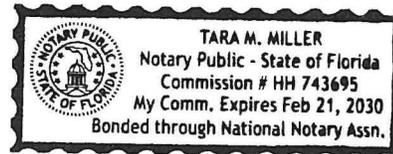
NOTARIAL SEAL:

BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY, FLORIDA

By: _____
_____, Chairman

ATTEST: _____
Clerk of Court and Comptroller

By: _____
Deputy Clerk



Approved as to Form and Legal Sufficiency:

By: _____
_____, County Attorney

Approved by:

By: _____
_____, County Administrator

EXHIBIT A

Legal Description

All the property shown on the following plats:

Plat	Book and Page
Windsor Phase I PD	PB 13, PG 51
Windsor Beachside Plat I	PB 13, PG 84
Windsor Phase II PD	PB 13, PG 68
Windsor Phase III PD	PB 13, PG 96
Windsor Phase IV PD	PB 14, PG 11
Replat of Windsor Blocks 18, 19, & 20	PB 14, PG 23
Windsor Plat 7	PB 14, PG 31
Windsor Plat 8	PB 14, PG 35
Windsor Plat 9	PB 14, PG 80
Windsor Plat 11	PB 15, PG 6
Windsor Plat 12	PB 14, PG 94
Windsor Plat 13	PB 15, PG 16
Windsor Plat 14	PB 15, PG 51
Windsor Plat 15	PB 15, PG 52
Windsor Plat 16	PB 15, PG 75
Windsor Plat 17	PB 15, PG 41
Windsor Plat 18	PB 15, PG 76
Windsor Plat 19	PB 16, PG 28
Windsor Plat 20	PB 15, PG 72
Windsor Plat 22	PB 16, PG 56
Windsor Plat 23	PB 16, PG 59
Windsor Plat 24	PB 16, PG 73
Windsor Plat 25	PB 17, PG 32
Windsor Plat 26	PB 24, PG 47
Windsor Beachside Plat 27	PB 26, PG 7
Windsor Beachside Plat 27 – Phase II PD	PB 26, PG 23
Windsor Plat 28	PB 27, PG 1
Windsor Block 46 PD	PB 26, PG 65
Windsor North Village PD	TBD

Aerial map of areas to be irrigated



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