

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (the "Termination Agreement") is entered into as of April 21, 2026 (the "Effective Date") by and between the Town of Lake Hamilton, a Florida municipal corporation ("Lake Hamilton"), and the Town of Dundee, a Florida municipal corporation ("Dundee," and together with Lake Hamilton, the "Parties").

RECITALS

A. The Parties are signatories to that certain Town of Dundee – Town of Lake Hamilton Phase 1 U.S. 27 Wastewater System Improvement Project Agreement, dated July 25, 2017 (the "Original Agreement"). The Original Agreement was made and entered into on July 25, 2017, by and between the Town of Lake Hamilton and the Town of Dundee.

B. Lake Hamilton has constructed and placed into service a new sewer treatment facility, and, as a result, no longer requires Dundee's wastewater transmission, treatment, or disposal services.

C. The Parties therefore desire to terminate the Original Agreement by mutual consent and to set forth their respective rights and obligations arising from and after such termination.

AGREEMENT

1. Definitions; Effect on Original Agreement

1.1 Capitalized terms used but not defined herein have the meanings ascribed in the Original Agreement.

1.2 This Termination Agreement is an amendment and agreement between the Parties for purposes of effectuating termination under the Original Agreement. Section 23 of the Original Agreement provides that the Agreement remains in effect for twenty (20) years, automatically extends for ten (10) year periods, and allows termination if "the parties otherwise agree to terminate the Agreement."

2. Mutual Termination; Effective Date

2.1 Mutual Termination. The Parties hereby mutually terminate the Original Agreement, together with all exhibits, amendments, and riders thereto, effective as of the Effective Date (the "Termination Date").

2.2 Cessation of Services. As of the Termination Date, all obligations of Dundee to accept, transmit, treat, or dispose of wastewater from Lake Hamilton, and all corresponding obligations of Lake Hamilton to deliver wastewater to Dundee or to pay Dundee for such services, are terminated and of no further force or effect.

3. Final Accounting; Payments

3.1 Final Billing. Dundee shall issue, and Lake Hamilton shall pay, any final charges for services rendered under the Original Agreement through 11:59 p.m. on the day immediately preceding the Termination Date, in accordance with the billing and payment timelines in the Original Agreement. Any disputed amounts shall be identified in good faith by Lake Hamilton, and the undisputed portion shall be paid timely.

3.2 Metering and Adjustments. If metering accuracy or related adjustments for the final billing period are required, the Parties shall coordinate readings, testing, and adjustments consistent with Section 10 of the Original Agreement.

3.3 Reserve Account Coordination. To the extent any funds related to the loan repayment reserve described in the Original Agreement remain subject to joint administration or reporting, the Parties shall cooperate in good faith to complete any required reconciliations, wind-down steps, notices, and record deliveries between them, solely as needed to conclude obligations arising from the Original Agreement, including the final disposition of any remaining funds, which shall be allocated in accordance with the Original Agreement or as otherwise mutually agreed in writing.

4. Impact Fees; Customers; Transition

4.1 Impact Fees. No new impact fees shall accrue between the Parties on or after the Termination Date. Any impact fees collected prior to the Termination Date shall be handled in accordance with the Original Agreement's allocation provisions, with a final reconciliation to occur within thirty (30) days following the Termination Date.

4.2 Customers. As of the Termination Date, each Party shall be solely responsible for providing wastewater services within its respective system and jurisdiction, subject to applicable law. Any transitions of service to Lake Hamilton's new sewer treatment facility shall be coordinated to avoid service interruptions, to the extent practicable.

5. Mutual Releases

5.1 Release by Lake Hamilton. Effective as of the Termination Date, Lake Hamilton releases Dundee and its officials, employees, and agents from any and all claims, demands, actions, causes of action, liabilities, damages, and obligations, whether known or unknown, fixed or contingent, arising out of or related to the Original Agreement and performance thereunder, from the beginning of time through the Termination Date; provided, however, that this release does not apply to (a) obligations expressly surviving termination under this Termination Agreement; or (b) Dundee's obligation to provide the final accounting and accept payment as provided in Section 3 of this Termination Agreement.

5.2 Release by Dundee. Effective as of the Termination Date, Dundee releases Lake Hamilton and its officials, employees, and agents from any and all claims, demands, actions, causes of action, liabilities, damages, and obligations, whether

known or unknown, fixed or contingent, arising out of or related to the Original Agreement and performance thereunder, from the beginning of time through the Termination Date; provided, however, that this release does not apply to (a) obligations expressly surviving termination under this Termination Agreement; or (b) Lake Hamilton's obligation to pay any undisputed final charges pursuant to Section 3 of this Termination Agreement.

6. No Admission. This Termination Agreement reflects a negotiated resolution and mutual termination. No Party admits any liability or wrongdoing of any kind.
7. Mutual Cooperation. The Parties will cooperate in good faith to execute and deliver any additional documents reasonably necessary to effectuate the intent of this Termination Agreement, including any notices to third parties and governmental or funding authorities.
8. Notices. Notices under this Termination Agreement shall be provided in accordance with the notice procedures in the Original Agreement or to such other addresses as a Party may designate by notice. Notices shall be deemed given consistent with the Original Agreement's delivery and effectiveness standards.
9. Records; Audits; Closeout. Each Party shall retain, and on reasonable request provide, copies of books and records reasonably necessary to support the final true-up, audits, or closeout activities contemplated by Sections 3 and 4 for a period of two (2) years after the Termination Date.
10. Severability. If any provision of this Termination Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force to the extent the Parties' intent can be effectuated.
11. Applicable Law; Venue. This Termination Agreement shall be governed by the laws of the State of Florida. Venue for any dispute arising hereunder shall be in the state courts of Polk County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division.
12. Recordation. If required by either Party's governing body or applicable law, an executed counterpart of this Termination Agreement may be recorded in the Public Records of Polk County, Florida, at the Parties' shared expense.
13. Entire Agreement; Amendments; Authority
 - 13.1 Entire Agreement. This Termination Agreement constitutes the entire agreement between the Parties with respect to the termination of the Original Agreement and

supersedes all prior and contemporaneous negotiations and understandings regarding such termination.

13.2 Amendments. No amendment or waiver of any provision of this Termination Agreement shall be effective unless in writing and executed by both Parties, with the approvals required by each Party's governing body.

13.3 Authority. Each Party represents that this Termination Agreement has been duly authorized by all necessary governmental action and that the signatories below are authorized to execute it on the Party's behalf.

13.4 Survival. The provisions of Sections 3 (Final Accounting; Payments), 5 (Mutual Releases), 8 (Notices), 9 (Records; Audits; Closeout), 10 (Severability), 11 (Applicable Law; Venue), and this Section 13 shall survive the termination of the Original Agreement.

14. Effective Date; Transition Planning. This Termination Agreement is effective on the Termination Date set forth above. The Parties will use reasonable efforts to coordinate an orderly transition, including scheduling, cutover, and any communications reasonably necessary to avoid service disruption to end users.

15. Acknowledgment of Basis for Termination. The Parties acknowledge and agree that the mutual termination is based on Lake Hamilton's completion and operation of its new sewer treatment facility and the consequent discontinuation of need for Dundee's wastewater services for Lake Hamilton's customers.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Mutual Termination Agreement as of the date first written above.

**TOWN OF LAKE HAMILTON,
a Florida municipal corporation**

Phyllis Hall, Mayor

Brittney Sandoval, Town Administrator

(SEAL)

Approved as to form:

Anthony Sabatini, Town Attorney

TOWN OF DUNDEE
a Florida municipal corporation

Joe Garrison, Mayor

Erica Anderson, Town Clerk

(SEAL)

Approved as to form:

Markeishia L. Smith, Town Attorney