

**RATIFICATION AND FOURTH AMENDMENT
TO AGREEMENT FOR FURNISHING RECLAIMED WATER**

This **RATIFICATION AND FOURTH AMENDMENT TO AGREEMENT FOR FURNISHING RECLAIMED WATER** (this “**Amendment**”) is made as of August 12th, 2024 (the “**Effective Date**”), between Mosaic Fertilizer, LLC, a Delaware limited liability company, with a mailing address of 13830 Circa Crossing Drive, Lithia, FL 33547 (“**Mosaic**”), South Fort Meade Land Management Inc., a Delaware corporation, with a mailing address of 414 West Main Street, Wauchula, Florida 33873 (“**SFMLM**”), and the City of Wauchula, a Florida municipal corporation, with a mailing address of 126 South 7th Avenue, Wauchula, FL 33873 (“**City**”), each of which may herein be referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS, Mosaic, as successor in interest to CF Industries, Inc., and City entered into that certain Agreement for Furnishing Reclaimed Water dated as of December 13, 2001, as amended by that certain First Amendment to Agreement for Furnishing Reclaimed Water dated as of June 19, 2003, that certain Second Amendment to Agreement for Furnishing Reclaimed Water dated as of August 15, 2006 and that certain Third Amendment to Agreement for Furnishing Reclaimed Water dated as of March 6, 2007 (as amended, the “**Agreement**”) under which the City supplies Reclaimed Water to Mosaic;

WHEREAS, the Agreement provided for a term beginning on December 13, 2001 and expiring twenty (20) years from the effective date of the Agreement or as long as Mosaic conducts mining operations on Mosaic’s property in Hardee County, Florida, whichever is earlier;

WHEREAS, SFMLM, as successor in interest to CF Industries, Inc., and the City entered into that Easement for Reclaimed Water Pipeline dated as of October 7, 2003 and recorded on October 8, 2003 in Book 651, Page 772 of the Hardee County Clerk of Court (the “**Easement**”) granting City an easement to construct, operate, and maintain a pipeline and pumping system and supporting structures to transport Reclaimed Water under the Agreement;

WHEREAS, the City continued to supply Mosaic with Reclaimed Water after the expiration of the term provided in the Agreement, and Mosaic continued to accept Reclaimed Water as provided in the Agreement following the expiration of the Agreement;

WHEREAS, the Parties desire the City to continue to provide Reclaimed Water on the same terms and conditions as the Agreement, except as otherwise provided herein;

NOW THEREFORE for valuable consideration, Mosaic and the City agree as follows:

1. The Recitals set forth at the beginning of this Amendment are incorporated into and made a part of this Amendment by reference as if they were fully restated hereunder, and constitute representations and understandings of the Parties.

2. The Agreement in its entirety is incorporated herein by reference, except as otherwise provided in this Amendment.
3. The Parties acknowledge and agree that the City furnished and Mosaic accepted Reclaimed Water after the expiration of the term of the Agreement subject to the same terms and conditions as provided in the Agreement, notwithstanding the modifications provided herein. The Parties acknowledge and agree that any dispute arising out of such Reclaimed Water shall be governed by the Agreement.
4. Without limiting Section 3 of this Amendment, Mosaic and the City agree that the following Sections 2 and 4 of the Agreement, including all prior amendments to those sections, are hereby deleted in their entirety and replaced with the following:

“2. Term of Agreement. Except as provided below, the term of this Agreement shall be for a period of time commencing on December 13, 2001 and expiring at 5:00 P.M. (EST) on December 31, 2025.”

“4. Furnishing of Reclaimed Water. This Agreement is applicable only to Reclaimed Water to be utilized in Mosaic’s mining and beneficiation facilities which take water from the industrial recirculation system shown in Exhibit B, or the ARRP, and nothing herein shall be construed or interpreted to limit, affect or explain the rights and obligations of the City to make available or to provide Reclaimed Water to any point or location other than the Delivery Point to Mosaic’s industrial recirculation system at the site located on land more particularly described in Exhibit B. The parties acknowledge that the existing and future wastewater treatment and pumping and conveying facilities are or will be owned and operated by the City and the City shall, at its sole cost and expense, operate, maintain, repair, replace, and modify (if necessary) the pumping station and pipeline to the Delivery Point and, through the term of this Agreement, deliver and furnish Reclaimed Water to the Delivery Point within the average daily flow (ADF) range of 500,000 to 3,500,000 gpd, computed on an annual basis, from the City owned wastewater treatment plant, inclusive of any reclaimed water the City may accept from the Hardee County or Bowling Green owned wastewater treatment plants. In addition, the City agrees, at its sole cost and expense during the entire term of this Agreement:

- (a) To operate its wastewater treatment plant and treat the Reclaimed Water in accordance with good engineering practices and applicable federal, state and local laws, rules, regulations, codes, ordinances, orders and permits.
- (b) To obtain and maintain any and all permits necessary for the operation of its wastewater treatment plant and the delivery and discharge of the Reclaimed water into Mosaic’s industrial recirculation system at the Delivery Point.
- (c) To produce Reclaimed Water from its wastewater treatment plant which has been treated and purified to the extent required for reuse for Slow Rate Land Applications, Public Access Areas, Residential Irrigation, and Edible Crops as defined in 62-610, part III FAC (except for the requirement that the City have a “reject” tank with a storage capacity of one day permitting discharge as long as such reject tank is not required by any governmental agency or authority having jurisdiction over the operation of the wastewater treatment plant) and in full

compliance with all applicable federal, state or local laws, rules, regulations, codes, ordinances, orders or permits and which meets the standards set forth in Exhibit C attached hereto. This quality is required at the point of discharge from the City wastewater treatment plant.

(d) To pump and convey Reclaimed Water to the Delivery Point which has been treated and disinfected in accordance with the requirements of 62-610, part VII FAC and in full compliance with all applicable federal, state or local laws, rules, regulations, codes, ordinances, orders or permits and which meets the water quality standards set forth in Exhibit C attached hereto.

(e) Should the County wastewater treatment technology improvements be implemented such that a higher quality effluent is required by applicable permits, rules or regulations, the Reclaimed Water quality required by the permitted improvements will become the minimum Reclaimed Water quality required under subsection 4(c) or 4(d), whichever is more stringent.

(f) To furnish Mosaic with copies of all operating data, records and analytical results [including those required by 62-600, 410(10) FAC] that are prepared for and submitted to the Florida Department of Environmental Protection (FDEP) and/or EPA or any other governmental or regulatory agency or authority.

(g) The parties recognize that the City obtained all permits required for the construction of the pumping station and the pipeline. To the extent maintenance, repair, replacement, modification, or relocation is necessary, the City agrees to obtain all permits required for such work.

(h) To provide immediate notice to Mosaic of any upsets, by-passes, permit violations or violations of the terms and conditions of this Agreement and Mosaic shall have the right to refuse deliveries until the upset, by-pass or violation has been corrected or cured.

(i) To maintain, repair, replace, and modify and relocate (if necessary) all facilities transporting the Reclaimed Water to the Delivery Point, including, without limitation, pipes or pipelines, lift stations, pumping facilities, and appurtenances thereto. The design, location, materials and standard of repairs and conditions of all such facilities shall be subject to Mosaic's prior written approval. Anything in this Agreement to the contrary notwithstanding, and despite any requirements herein for Mosaic's approval, the parties acknowledge and agree that City and its successors in interest shall be solely responsible and liable for the proper design, construction, location, materials, standards of repair, and other aspects of the construction, operation and maintenance of the pumps, pipes, and other facilities transporting the Reclaimed Water to the Delivery Point, and Mosaic shall have no responsibility or liability therefor.

(j) To install, monitor, operate, and maintain any groundwater monitoring wells around the Delivery Point that may be required specifically of the City by the FDEP or any other governmental entity having jurisdiction over the City's operations or the Reclaimed Water.

(k) To perform at City's sole cost and expense, any remediation or acts to correct any violations of its obligations stated in this Section 4.

(l) To pay all costs and expenses necessary to return Mosaic's property to the condition existing on the date of the execution of this Agreement if this Agreement expires or terminates for any reason whatsoever.

(m) The provisions of 4(j), (k), and (l) shall survive the expiration or termination of this Agreement."

5. The Parties agree that Exhibit C to the Agreement is hereby replaced in its entirety with the attached Exhibit C.
6. The Parties acknowledge and agree that the Easement continued after the expiration of the term of the Agreement subject to the terms and conditions as provided in the Easement, and that the Easement continues in full force and effect according to the terms and conditions of the Easement.
7. Except as set forth in this Amendment, all of the terms and provisions of the Agreement shall remain unmodified and in full force and effect. These terms may only be modified or amended in writing signed by an authorized representative of each Party.
8. All capitalized terms used but not defined herein shall have the meaning given to them in the Agreement.
9. The terms and conditions of the Agreement are hereby modified by this Amendment. If there is any conflicting language between the Agreement and this Amendment after the expiration of the Agreement, the Parties agree that the terms of this Amendment shall govern.
10. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The Parties may execute this Amendment by delivery of facsimile or pdf. signatures, which shall have the same effect as original signatures.

IN WITNESS HEREOF, the Parties have executed this Amendment as of the Effective Date.

Mosaic Fertilizer, LLC:

Signature: _____

Print Name: _____

Title: _____

City of Wauchula:

Signature: Neda Cobb

Print Name: Neda Cobb

Title: Mayor Pro Tem

South Fort Meade Land Management Inc.:

Signature: _____

Print Name: _____

Title: _____

Exhibit C
RECLAIMED WATER LIMITATIONS AND MONITORING REQUIREMENTS

Parameter	Units	Sample Frequency	Sample Location	Maximum/Minimum	Reclaimed Water Limitation			
					Annual Average	Monthly Average	Weekly Average	Single Sample
CEOD5	mg/L	Weekly	Delivery Point	Maximum	10	30	45	60
Total Suspended Solids	mg/L	Weekly	Delivery Point	Maximum	5	20	30	45
Fecal Coliform Bacteria	#/100 mL	Weekly	Delivery Point	Maximum				25
pH	Std. Units	Weekly	Delivery Point	Range				6.0-9.5
Nitrate	mg/L	Weekly	Delivery Point	Maximum				12
*Total Residual Chlorine	mg/L	Weekly	Plant FGD	Minimum				0.5
Chloride	mg/L	Weekly	Delivery Point	Maximum				250
Total Dissolved Solids	mg/L	Weekly	Delivery Point	Maximum				1000
Fluor	MSP	Weekly	Delivery Point	Range	0.5-3.5			

* Total Residual Chlorine requirement to be met at the point of discharge from the City and County WWT's.