

## **RECLAIMED WATER REIMBURSEMENT AGREEMENT**

THIS RECLAIMED WATER REIMBURSEMENT AGREEMENT (the "RCW Agreement") is made by and among THE GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body created as an agency of the City, existing under and by virtue of the laws of the State of Florida, whose mailing address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (the "Authority"), and ALL ABOARD FLORIDA – OPERATIONS LLC, a Delaware limited liability company authorized to conduct business in Florida, whose mailing address is 2855 LeJeune Road, 4<sup>th</sup> Floor, Coral Gables, Florida, 33134 ("Rail Company").

### **W I T N E S S E T H :**

**WHEREAS**, City, Authority and Rail Company entered into that certain Rail Line Easement Agreement with an effective date of January 22, 2014, as amended by that certain First Amendment To The Rail Line Easement Agreement with an effective date of October 3, 2014, that certain Second Amendment To The Rail Line Easement Agreement with an effective date of October 26, 2015, that certain Third Amendment To The Rail Line Easement Agreement with an effective date of December 21, 2015, that certain Fourth Amendment To The Rail Line Easement Agreement with an effective date of January 30, 2017, and that certain Fifth Amendment to Rail Line Easement Agreement with an effective date of December 28, 2017 (the "Rail Line Agreement"); and

**WHEREAS**, pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015 (the "Operating Agreement"), the Authority controls, operates, and maintains an airport in Orange County, State of Florida, known as Orlando International Airport (hereinafter referred to as the "Airport");

**WHEREAS**, Rail Company is developing a rail corridor through the core of the Airport and sections of the rail corridor may require temporary or permanent irrigation;

**WHEREAS**, the Authority, pursuant to the Operating Agreement, purchases reclaimed water from the City of Orlando at the lowest bulk rate available to similar larger industrial users; and

**WHEREAS**, the parties desire to enter into this RCW Agreement to set forth the terms and conditions of Rail Company's use of and payment for reclaimed water at the Airport.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the parties hereto covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated as covenants and agreements and are made a part hereof.

2. Definitions. Capitalized terms shall have the meaning ascribed to them in the Agreement, unless modified herein.

3. Landscape and Irrigation Design. The Rail Company is in the process of finalizing its landscape plan and associated irrigation plan (the "Plan") for the Rail Corridor. Pursuant to the Agreement, said Plan is required to be submitted to and approved by the Authority. The Plan shall set forth the type and quantity of irrigation heads to be utilized, the flow rates for said heads, and the amount of time each month that the heads will be utilized. Any changes to the Plan shall be submitted to the Authority and upon approval shall supersede the prior Plan for use in calculating the reimbursement cost.

4. Reimbursement of Reclaimed Water Costs. Pursuant to the Operating Agreement, the Authority is billed for its use of reclaimed water in arrears per 1,000 gallons of usage at the lowest bulk rate provided to similar larger industrial users, currently \$0.69 per 1,000 gallons used. Should the Rail Company's design call for irrigation, and said irrigation is to be connected to the Authority's reclaimed system, the Rail Company shall reimburse the Authority monthly, without demand, in an amount equal to the current rate being charged to the Authority multiplied by the monthly flow based on the Rail Company's Plan. The reimbursement shall be made payable to the Authority and delivered on or before the fifteenth (15<sup>th</sup>) of each month throughout the Term.

5. Term. This RCW Agreement shall have a term equal to the Rail Line Agreement.

6. General. This RCW Agreement hereby incorporates by reference and shall be subject to and governed by the Rail Line Agreement.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by its authorized representative on the date so indicated below.

"GOAA"

**GREATER ORLANDO AVIATION  
AUTHORITY**

ATTEST:

Dayci S. Burnette-Snyder,  
Assistant Secretary

Date: 7/18/, 2018

By:

Phillip N. Brown, A.A.E.,  
Chief Executive Officer

TWO WITNESSES:

Alba L. Bueno  
Printed Name:

APPROVED AS TO FORM AND LEGALITY this  
13<sup>th</sup> day of July, 2018, for the use and  
reliance by the GREATER ORLANDO AVIATION  
AUTHORITY, only.

Milagros Fragoza  
Printed Name: MILAGROS FRAGOZA

Marchena and Graham, P.A., Counsel.

By:

Marchena and Graham, P.A.

STATE OF FLORIDA  
COUNTY OF ORANGE

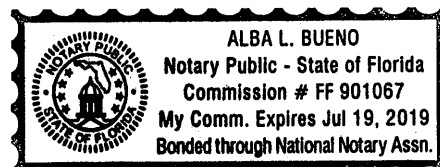
Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared Phillip Brown and Dayci S. Burnette-Snyder respectively Chief Executive Officer and Deputy Director of the Greater Orlando Aviation Authority, who are personally known to me to be the individuals and officers described in and who executed the foregoing instrument on behalf of said Greater Orlando Aviation Authority, and severally acknowledged the execution thereof to be their free act and deed as such officers and that they were duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this 18<sup>th</sup> day of July, 2018.

My commission expires:

7-18-2018

Notary Public



ALL ABOARD FLORIDA – OPERATIONS LLC

ATTEST: [Signature]  
Printed Name: Juan Gaboy  
Title: Vice President

By: [Signature]  
Printed Name: Kolleen Cobb  
Title: Vice President

Date: JUNE 22, 2018

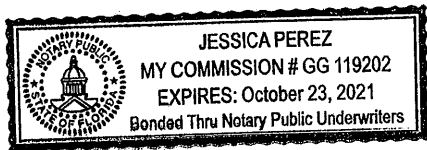
TWO WITNESSES:

[Signature]  
Printed Name: Martha V. Rincon

[Signature]  
Printed Name: JESSICA PEREZ

STATE OF FLORIDA           )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of JUNE, 2018 by Kolleen Cobb, as Vice President of All Aboard Florida – Operations LLC, a Delaware limited liability company, on behalf of the limited liability company. He She is personally known to me or produced a valid driver's license as identification.



[Signature]  
Notary Public  
Print name: \_\_\_\_\_

My commission expires:

**JOINDER**

The **City of Orlando** hereby joins in the Reclaimed Water Reimbursement Agreement dated \_\_\_\_\_, 2018 between the **Greater Orlando Aviation Authority** and **All Aboard Florida – Operations LLC**, solely to acknowledge the City's consent to the term of the Agreement, and its rights as the Aviation Authority's successor.

Dated: \_\_\_\_\_, 2018.

ATTEST:

**CITY OF ORLANDO**

\_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[OFFICIAL SEAL]

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance of the  
City of Orlando only.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared \_\_\_\_\_, of the City of Orlando, who are personally known to me to be the individuals and officers described in and who executed the foregoing instrument on behalf of said City of Orlando, and severally acknowledged the execution thereof to be their free act and deed as such officers and that they were duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My commission expires: