CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT

THIS CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the( ) day of ( ), 20( ) (the "Effective Date"), by and between **WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.**, a Florida not for profit corporation, with a principal place of business at P.O. Box 278, Dade City, Florida 33526-0278 ("WREC"), and **HERNANDO COUNTY SOLID WASTE**, whose address is **14450 LANDFILL RD, BROOKSVILLE FL 34614**("Developer").

RECITALS:

A. Developer is in possession of the real property ("Property") located at the address described in the specifications schedule attached Exhibit A (the "Specifications Schedule").

B. Developer intends to make commercial improvements to the Property and desires for WREC to install, upgrade or relocate certain electrical facilities on the Property that are more particularly described on the Specifications Schedule ("Services").

C. WREC has agreed to provide the Services, subject to the terms and conditions set forth this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

2. DEVELOPER CONTRIBUTIONS. Prior to WREC providing the Services, Developer shall pay certain fees to WREC for the Services as a contribution in aid of construction ("CIAC Fee") in accordance with the Specifications Schedule.

3. INSTALLATION OF THE SERVICES. Following Developer's remittance of the CIAC Fee to WREC, WREC will install the Services on the Property in accordance with the design plan created by WREC and approved by Developer (the "Design Plan").

4. CHANGES.

(a) Changes to Design Plan. In the event Developer requires changes to the approved Design Plan, whether prior to WREC providing the Services or during the provision of the Services, WREC may, in WREC's sole and absolute discretion, impose a minimum redesign fee ranging from $5,000.00 to $10,000.00, depending on the size of the Property and the Design Plan changes required.

(b) Developer Delays. The CIAC Fee and applicable Credit set forth on the

Specifications Schedule shall be valid for a period of six (6) months from the Effective Date. Any delay(s) attributed to Developer that delays WREC's commencement of the installation of the Services by more than six (6) months from the Effective Date shall be subject to an increased CIAC fee, which shall be due and payable to WREC prior to WREC's commencement of the installation of the Services.

5. ASSIGNMENT. No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

6. SUCCESSORS. This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

7. SURVIVAL. The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession, or termination of this Agreement.

8. GOVERNING LAW. The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

9. SEVERABILITY. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

10. HEADINGS. The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

11. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

12. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER.

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

13. ENTIRETY OF AGREEMENT. This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement

between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

DEVELOPER:	**WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.**
Company Name: _____	
By: _____	By: _____
Printed Name: _____	Name: _____
Title: _____	Title: _____

Approved as to form
and legal sufficiency
By Michael Cowan
County Attorney's Office

EXHIBIT A
Specifications Schedule

Property Location:14450 LANDFILL RD

Services provided by WREC: UNDERGROUND CONDUIT AND PRIMARY/ 2-75KVA 277/480 3PH TRANSFORMERS/ 3- 4-WAYS

CIAC Fee for Services: $192,279.28

Total CIAC Fee: $192,279.28