

WATER AND WASTEWATER FLOW MONITORING AGREEMENT

THIS WATER AND WASTEWATER FLOW MONITORING AGREEMENT (the “**Agreement**”) is made and entered into as of the date later executed below by and between **Openwater Seafood LLC**, a Florida limited liability company (the “**Owner**”), whose address is 13435 South Orange Avenue, Orlando, Florida 32824, and **Orange County**, a charter county and political subdivision of the State of Florida (the “**County**”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801. In this Agreement, the Owner and the County may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, Section 37-5, Orange County Code (the “**Code**”), provides for the assessment of water and wastewater capital charges for (a) new connections to the water and wastewater system and for (b) increased flows from the water system and to the wastewater system due to altering the interior or use of a structure; and

WHEREAS, establishments that have water and wastewater flows in addition to flows associated with standard Orange County Factors, as described in subsections 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Code, must submit estimates of water and wastewater flows; and actual flows may be subject to monitoring to verify the accuracy of the flow estimates; and

WHEREAS, water and wastewater capital charges for the Owner’s property described below have been determined based on flow estimates calculated pursuant to subsections 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Code; and

WHEREAS, pursuant to subsection 37-5(b)(1) of the Code, capital charges, and the right to service related thereto, are valid only for the property specified in the application for service; and the rights related to the capital charges may not be transferred or sold for use on any other property; and

WHEREAS, the Owner owns certain property located at 13435 South Orange Avenue, Orlando, Florida 32824, which is located within unincorporated Orange County and is more particularly described in **Exhibit “A”** attached to and incorporated in this Agreement by this reference (the “**Property**”); and

WHEREAS, the Property is located within the County's water and wastewater service territories and, therefore, the County is the appropriate provider of water and wastewater services; and

WHEREAS, the Owner previously paid capital charges under Orange County Permit B19901406 on August 21, 2019, equivalent to 6.205 Equivalent Residential Connections ("**ERCs**") of water capacity, which is equivalent to 1,706 gallons per day ("**gpd**"), (the "**Existing Water Capacity Flow**"); and

WHEREAS, the Owner previously paid capital charges under Orange County Permit B19901406 on August 21, 2019, equivalent to 6.205 Equivalent Residential Units ("**ERUs**") of wastewater capacity, which is equivalent to 1,396 gpd, (the "**Existing Wastewater Capacity Flow**"); and

WHEREAS, the Owner is installing a larger potable water meter to meet increased demand associated with the food processing facility (the "**Facility**") on the Property, which is more particularly shown on **Exhibit "B"** attached to and incorporated in this Agreement by this reference; and

WHEREAS, the County responded to the Owner's request for capacity information with a capacity letter (the "**Capacity Letter**") dated October 28, 2024, stating the County has sufficient existing infrastructure to provide a maximum of 188 gallons per minute ("**gpm**") peak hourly water flow ("**Peak Hourly Water Flow**"); and

WHEREAS, the Capacity Letter also states the County has sufficient existing infrastructure to accept a maximum of 188 gpm peak hourly flow wastewater discharge ("**Peak Hourly Wastewater Flow**"); and

WHEREAS, the Owner submitted to the County an engineering study, dated January 9, 2025, signed and sealed by a professional engineer licensed in the State of Florida (the "**Engineering Study**"), estimating the operational water flows for the Facility to be 202.872 ERCs, which are equivalent to 45,956 gpd (the "**Current Capacity Water Flow**"); and

WHEREAS, the Engineering Study also estimates the operational wastewater flows for the Facility to be 223.888 Equivalent Residential Units ("**ERUs**"), which are equivalent to 44,933 gpd (the "**Current Capacity Wastewater Flow**"); and

WHEREAS, the Current Capacity Water Flow and Current Capacity Wastewater Flow in the Engineering Study include the flows for the Existing Water Capacity Flow and Existing Wastewater Capacity Flow; and

WHEREAS, the Current Capacity Water Flow and the Current Capacity Wastewater Flow together constitute the Property's current capacity flow (the "**Current Capacity Flow**"); and

WHEREAS, the Owner has submitted to the County construction plans for approval (the “**Construction Plans**”); and

WHEREAS, prior to issuance of Orange County Building Permit B23905436 (the “**Building Permit**”), for the installation of the larger potable water meter for the Facility, the Owner shall pay capital charges for the Current Capacity Flow, and provide a Deposit (as defined below) or Letter of Credit (as defined below), in accordance with Section 5 of this Agreement.

NOW, THEREFORE, in consideration of fees and charges specified in this Agreement, the covenants contained in this Agreement, and other good and valuable consideration, the receipt of which is acknowledged, the County and the Owner agree as follows:

SECTION 1. Recitals. The above Recitals are true and correct and are incorporated in and form a material part of this Agreement.

SECTION 2. Capital Charge Payments Remain with the Property. Pursuant to Section 37-5 of the Code, water and wastewater capacity may only be purchased for the property specified in the application for service and may not be transferred to another property. Accordingly, all water and wastewater capacity purchased by the Owner for the Facility is purchased on behalf of the Property, runs with the Property, and may not be transferred to any other property.

SECTION 3. Current Capacity Flow.

- a. Based upon the Engineering Study, the flow associated with the Property is 45,956 gpd Current Capacity Water Flow and 44,933 gpd Current Capacity Wastewater Flow on the day this Agreement is executed. Thereafter, the Current Capacity Water Flow shall equal 45,956 gpd and the Current Capacity Wastewater Flow shall equal 44,933 gpd, plus the flow associated with any additional water and wastewater capacity purchased for the Property after the execution of this Agreement.
- b. The water demand of the Property must not exceed the Peak Hourly Water Flow.
- c. The wastewater discharge from the Property must not exceed the Peak Hourly Wastewater Flow.

SECTION 4. Metering, Fees and Compliance.

- a. The Owner shall ensure the potable water meter remains unobstructed for County meter readings and inspections.

- b. A monthly monitoring fee, per the Board of County Commissioners' applicable rate resolutions, as amended from time to time, will be assessed and billed to the Owner.
- c. No changes to the Property use, water and wastewater plumbing, or utility mains that may increase the water or wastewater flows for the Property from the Current Capacity Flow may be made by the Owner without prior review, inspection, and written approval of the County.
- d. The County will monitor and measure the water and wastewater flows from the Property by potable water meter readings.
- e. The Owner must allow the County access to the Property, at any time upon reasonable notice, to (a) inspect the potable water meter and the water and wastewater plumbing; (b) read the potable water meter; and (c) conduct monitoring tests, including, but not limited to, tests of usage and flows.
- f. For the term of the Agreement, monitoring for compliance with the Current Capacity Flow will be based on a six-month rolling average of water and wastewater flows. For each billing period, the County will calculate the Billing Period Water Flow based on the potable water meter readings. The **"Billing Period Water Flow"** shall equal the volume (in gallons) of water consumption for the billing period divided by the number of days in that billing period. For each billing period, the **"Billing Period Wastewater Flow"** shall equal the Billing Period Water Flow. The County will calculate the volume for each billing period as the difference between the beginning and ending readings of the potable water meter for the Property.
 - i. If any Billing Period Water Flow or Billing Period Wastewater Flow exceeds the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the County may issue a written warning to the Owner notifying them of the exceedance.
 - ii. If, at any time, the six-month average Billing Period Water Flow or the six-month average Billing Period Wastewater Flow exceeds the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the Owner shall purchase additional water or wastewater capacity, or both (if applicable), in an amount calculated by the difference between the six-month average Billing Period Water Flow or the six-month average Billing Period Wastewater Flow, and the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively. The cost of water capacity will be calculated using the applicable Orange County water capital charge at

the time of purchase. The cost of wastewater capacity will be calculated using the applicable Orange County wastewater capital charge at the time of purchase.

- iii. If additional water or wastewater capacity is purchased, as described in subsection 4.f.ii. above, and at a later date a six-month average Billing Period Water Flow or six-month average Billing Period Wastewater Flow, or both, exceed the cumulative corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the Owner must purchase additional water or wastewater capacity, or both (if applicable), from the County as described in subsection 4.f.ii. above.
- iv. The Owner shall pay to the County within 30 days any additional water and wastewater capital charges that may be due and owing for the Property. If the additional charges assessed are not paid within 30 days from the date of notice from the County that additional capital charges are due and owed, the County may draw on the Deposit or Letter of Credit required pursuant to Section 5 below.
- v. The Owner's failure to provide monthly payment including, but not limited to, capital charges (if any), past due charges, related service charges, deposits, applicable utility or public service taxes, or current usage charges may result in the interruption of water and wastewater services to the Property.

SECTION 5. Cash Deposit/Letter of Credit.

- a. A balance must be maintained at 20% of the capital charges associated with the Current Capacity Flow (the "**Balance**"). The Balance may increase if the Current Capacity Flow increases and additional capital charges are assessed during the term of the Agreement. As of the Effective Date of this Agreement, the current Balance associated with the Current Capacity Flow is equivalent to \$239,787.11. The Owner must maintain the Balance through either a) Deposit or b) Letter of Credit, as such terms are defined below.
 - i. If the Owner does not maintain the Balance through a Letter of Credit, the Owner must provide a cash deposit ("**Deposit**") in the amount of the Balance to the County at the time of payment of capital charges associated with the Current Capacity Flow.

- ii. If the Owner does not maintain the Balance through a Deposit, or replaces the Deposit, the Owner must provide a Letter of Credit in a form substantially similar to the draft letter of credit attached as **Exhibit "C"** of this Agreement (the "**Letter of Credit**") to maintain the Balance. The Letter of Credit must be drawn on a financial institution having an office for the Letter of Credit presentation in either Orange, Seminole, or Osceola counties, and the financial institution shall be on the State of Florida approved "Qualified Public Depositories" list for local governments, as identified in Chapter 280, Florida Statutes. The amount of the Letter of Credit must be the same as the Balance or the amount of the Deposit being replaced. The Owner may not replace a portion of the Deposit or the Balance with a Letter of Credit. If the Owner elects to replace the Deposit with a Letter of Credit, the Owner is required to maintain a Letter of Credit for the remaining duration of the Owner's obligations under this Agreement.
- b. The County may draw upon the Deposit or Letter of Credit if additional water or wastewater capital charges are not paid as described in subsection 4.f.iv. of this Agreement. The Owner's failure to continuously maintain the Balance as described in subsection 5.a.i or 5.a.ii shall be a breach of this Agreement by the Owner and may result in the interruption of water and wastewater services to the Property.
- c. The Owner may apply for a refund of the unused portion of the Balance upon termination of this Agreement. The Owner shall not have any right to interest on the Deposit. The Owner relinquishes all rights to a refund of any unused portion of the Balance if an application for a refund is not made within 180 days of termination of this Agreement.

SECTION 6. Indemnification of the County. To the fullest extent permitted by law, the Owner assumes liability for, and will indemnify, defend, and hold harmless the County and its respective officials, officers, employees, and agents from and against all liability (including negligence and strict liability), claims, suits, actions, and losses for personal injury, property damage, or financial loss including attorneys' fees and costs (as specified in Section 16 below) arising at any time from any aspect of this Agreement, other than claims and losses arising from the negligence of the County, its employees or agents. Nothing contained herein shall constitute a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

SECTION 7. Monitoring. The County may initiate monitoring on the date the Facility receives its Certificate of Completion or on the Effective Date (as defined below) of this Agreement, whichever is later, and will continue monitoring for a period of 10 years (the "**Monitoring Period**"), unless this Agreement is sooner terminated pursuant to Section 12 below. In the event of a material breach of this Agreement by the Owner, the

County may extend the Monitoring Period for a period not to exceed 10 years from the date of the breach following written notice of breach to the Owner, and provided that the Owner has not cured such breach within 30 days following the date of the notice. For purposes of this Agreement, "**material breach**" shall mean (a) the failure of the Owner to pay or cause to be paid any amounts due hereunder, following notice and ability to cure such non-payment; or (b) any failure of the Owner to provide the County (or its representatives) reasonable access to the potable water meter to allow the County to monitor compliance with this Agreement; or (c) any breach of subsection 4.c. above or Section 9 below.

SECTION 8. Term of Agreement. The term of this Agreement shall be for the same term as the Monitoring Period described in Section 7 above. The term may be extended with the Monitoring Period pursuant to Section 7 above or terminated sooner pursuant to Section 12 below.

SECTION 9. Sale of Property. The Owner shall provide the County with 60 days prior notice of the sale or transfer of the Property, or any portion thereof. Provided further that at the time of the closing of the sale or transfer of all or any portion of the Property, the successor party(s) in ownership (the "**Successor**") shall execute an acknowledgment and agreement whereby the Successor acknowledges the existence of this Agreement, assumes the Owner's obligations under this Agreement, and agrees to be bound by the terms of this Agreement (the "**Assumption**"). The fully-executed Assumption must be delivered to the County within 30 days after the date of such sale or transfer. Capital charges run with the Property, as stated in Section 2 above.

SECTION 10. Limitation on Assignment. Except as set forth in Section 9, without the express written consent of the County, the Owner may not assign its interests in this Agreement to another person or entity.

SECTION 11. Recording. The Parties agree that an executed copy of this Agreement, including the Exhibits, will be recorded by the Owner at the Owner's expense in the Public Records of Orange County, Florida. The obligations imposed in this Agreement run with the land.

SECTION 12. Termination. The County may terminate this Agreement and the provision of water and wastewater service to the Property as set forth herein due to any material breach (as defined in Section 7 above) of this Agreement, after providing the Owner notice of the breach, or anticipated breach, and providing the Owner 30 days to cure the breach or anticipated breach. Notwithstanding anything to the contrary in this Section 12, the County does not have a duty to provide the Owner a time to cure a breach of Section 9 of this Agreement.

SECTION 13. Notice. Any notice required or allowed to be delivered hereunder must be in writing and be deemed to be delivered when (a) hand-delivered to the official designated in this Section 13; (b) delivered when such notice is sent by Federal Express or other nationally recognized overnight courier service; or (c) received when such notice is sent by the United States mail, postage prepaid, certified mail, return receipt

requested, all to be addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance therewith.

If to the County: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attention: Manager, Utilities Customer Service

With copy to: Orange County Administrator's Office
Orange County Administration Building
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801-3527

If to the Owner: Openwater Seafood LLC
13435 South Orange Avenue
Orlando, Florida 32824-6012
Attn: President

SECTION 14. Governing Law. The Parties agree that the Parties entered into this Agreement in the State of Florida. This Agreement and its provisions are to be construed, controlled, and interpreted according to the laws of the State of Florida, without giving effect to any choice of law or rules thereof which may direct the application of laws of another jurisdiction.

SECTION 15. Jurisdiction. Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, must be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant to this Agreement and expressly waive all rights to trial by jury for any matters arising under this Agreement.

SECTION 16. Attorneys' Fees and Costs. If either Party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions contained in this Agreement, each Party will be responsible for its costs, fees and expenses incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other Party as such by any law) through any and all final appeals arising out of such suit, action or proceeding.

SECTION 17. Headings. The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only and will not affect the construction or interpretation hereof.

SECTION 18. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties and if the intention of the Parties can continue to be effective. To that end, this Agreement is declared severable.

SECTION 19. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties to this Agreement and no rights or cause of action may accrue upon or by reason of this Agreement, to or for the benefit of, any third party not a formal party to this Agreement.

SECTION 20. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

SECTION 21. Amendment. This Agreement may not be amended unless the amendment is in writing and approved by the County and the Owner.

SECTION 22. Effective Date. The Effective Date of this Agreement shall be the date of the recording of this Agreement in the Public Records of Orange County.

SECTION 23. Liability. Notwithstanding anything to the contrary in this Agreement, in the event the Owner fails to meet its obligations under this Agreement, the County may pursue its remedies from the following sources in the following order: (i) the Deposit or Letter of Credit and then, (ii) the Owner.

SECTION 24. Land Use Approvals. This Agreement does not grant or assure or indicate any future grant of any land use, zoning, subdivision, density, or development approvals, permissions, or rights with respect to the Property, including the Facility, or any other property or land referred to in this Agreement.

SECTION 25. Non-Waiver. The failure of either Party to insist on the other Party's compliance with its obligations under this Agreement in any one or more instances will not operate to release the other Party from its duties to comply with its obligations in all other instances.

SECTION 26. Remedies. No remedy conferred upon the County in this Agreement is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, Orange County Code, or otherwise. No single or partial exercise by the County of any rights, power, or remedy under this Agreement shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print Name: _____

OWNER: Openwater Seafood LLC,
a Florida limited liability corporation

Address: 13435 S Orange Ave By: [Signature]
Orlando, FL 32824 Print Name: Patrick A. Nicke
Title: President
Date: 09/26/25

Signed, sealed, and delivered in our
presence as witnesses:

Signature: [Signature] Witness 1: Address: 1970 E Osceola Pkwy
Printed Name: Kelsy Fornos Kissimmee, FL, 34743

Signature: [Signature] Witness 2: Address: 1970 E Osceola Pkwy
Printed Name: Marina Pesto Kissimmee, FL, 34743

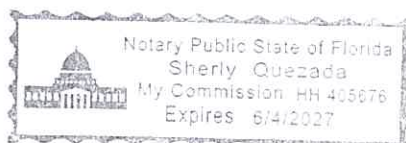
STATE OF Florida
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 26 day of
September, 2025 by Patrick Aaron Nicke as President of
Openwater Seafood LLC, a Florida limited liability corporation, on behalf of the
Corporation, who appeared before me by means of: ☐ online notarization, or ☒
physical presence and who ☐ is personally known to me or ☒ has produced
FL Driver License as identification.

(Notary Seal)

[Signature]
Notary Public

Sherly Quezada
Name Printed or Stamped



My Commission Expires: 06/04/2027

EXHIBIT A

THE PROPERTY

SKETCH OF DESCRIPTION

PROJECT NAME: OPENWATER SEAFOOD

OC PERMIT NUMBER: B23905436

BUILDING PERMIT NUMBER: P24002859

A PART OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION: (DOCUMENT - 20170540181, ORANGE COUNTY RECORDS)

A PARCEL OF LAND BEING A PORTION OF LOT 1, CORNERSTONE LOGISTICS CENTRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGES 49 THROUGH 51 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF AFORESAID LOT 1 FOR THE **POINT OF BEGINNING**; THENCE RUN NORTH 38°55'11" EAST, ALONG THE WEST LINE OF SAID LOT 1 AND THE EASTERLY RIGHT-OF-WAY LINE OF RE-ALIGNED COUNTY ROAD NO. 527 (ORANGE AVENUE), AS DESCRIBED IN OFFICIAL RECORDS BOOK 6061, PAGE 4745 OF THE AFORESAID PUBLIC RECORDS, A DISTANCE OF 427.74 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED (ACCESS ROAD) RECORDED IN OFFICIAL RECORDS BOOK 8975, PAGE 3185 OF THE AFORESAID PUBLIC RECORDS; THENCE RUN SOUTH 51°04'49" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 579.08 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF SAID LOT 1, AND ALSO LYING ON THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 417 (EASTERN BELTWAY); THENCE RUN ALONG THE SOUTHERLY LINE OF SAID LOT 1 AND ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 85°55'19" WEST, 488.21 FEET; SOUTH 89°05'04" WEST, 232.31 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2.729 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY.

SURVEYOR'S NOTES:

1. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JAMES A. SHABLUK, PSM #7027 ON 01/31/2025; THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17-062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF LOT 1, BEING NORTH 38°55'11" EAST PER RECORD DEED.
3. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS WEBSITE.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



**SURVEYING • MAPPING
GEOSPATIAL SERVICES**
www.allen-company.com

PREPARED BY:

ALLEN & COMPANY, LLC
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
PHONE: (407) 654-5355 LB# 8627

LICENSED BUSINESS #8627 BY:

 Digitally signed by James A Shabluk
DN: C=US,
E=jshabluk@allen-company.com,
O="Allen & Company, Inc.",
CN=James A Shabluk
Date: 2025.04.03 13:59:25-04'00'

JAMES A. SHABLUK, PSM #7027

JOB NO. 20240600

DATE: 11-18-2024

SCALE: N/A

CALCULATED BY: N/A

DRAWN BY: E.SEGURA

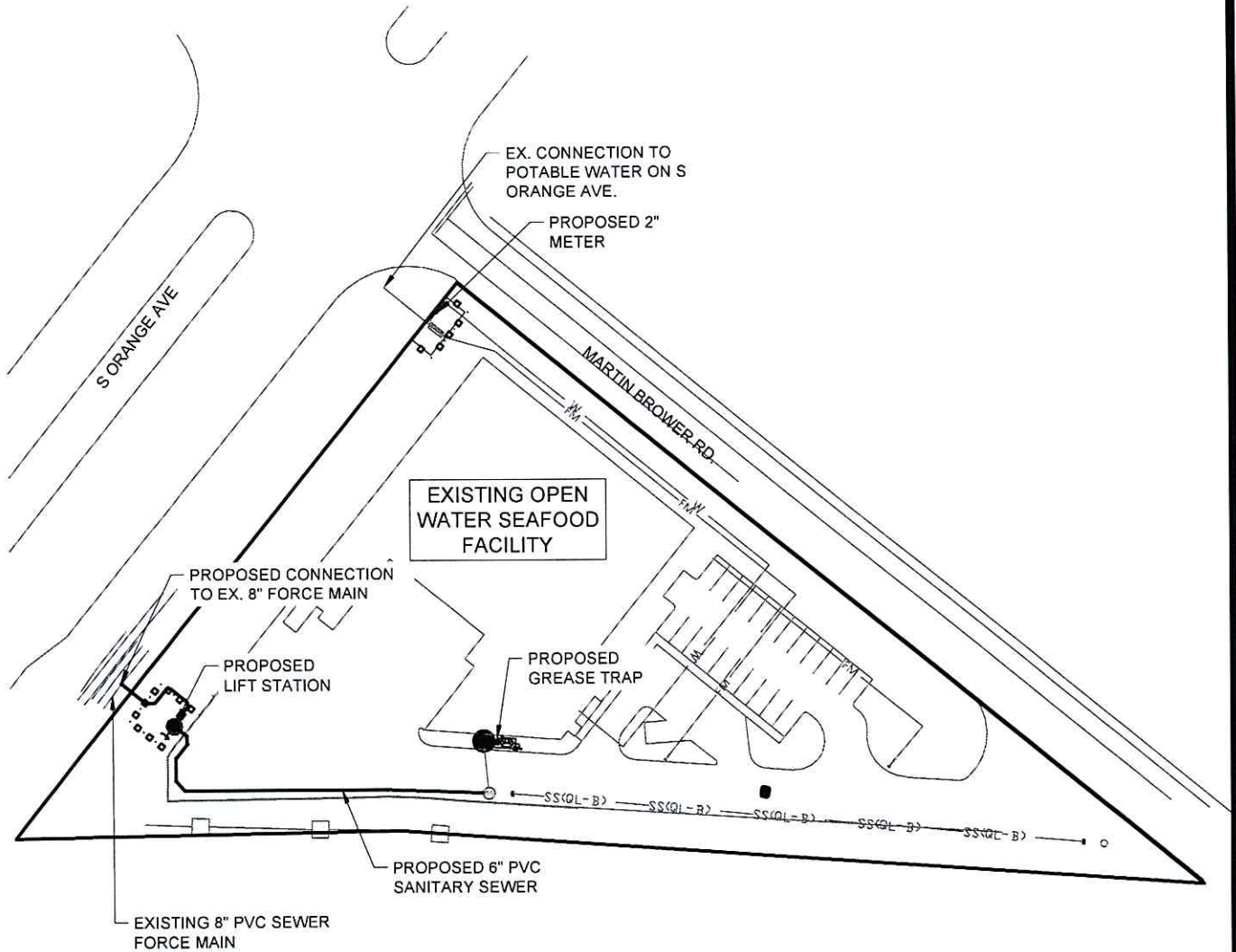
CHECKED BY: JAS

01/31/2025	PER RECEIVED COMMENTS
04/03/2025	PER RECEIVED COMMENTS
DATE	REVISIONS

A PART OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

Drawing name: L:\Data\20240600\Sketches\20240600 Sketch Sheet 2 (8.5x11)

'EXHIBIT B'



PROJECT NAME:
OPEN WATER SEAFOOD

PREPARED FOR:
ORANGE COUNTY UTILITES

DRAWING TITLE:
THE FACILITY

PROJECT No.
SCALE
SHEET

271-01
NTS
1 OF 1

LEVELUP
CONSULTING, LLC



505 E. JACKSON STREET
SUITE 200
TAMPA, FLORIDA 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM

EXHIBIT "C"

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

DATE: _____, 20____

BENEFICIARY:
ORANGE COUNTY, FLORIDA
C/O ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FL 32825
ATTN: MANAGER,
CUSTOMER SERVICE DIVISION

APPLICANT: _____

ATTN: [NAME AND TITLE] _____

PROJECT NAME: _____

AMOUNT: \$ _____ \$,____.00 (____ THOUSAND AND 00/100 U.S. DOLLARS)

DATE OF EXPIRY: _____, 20____

AT THE REQUEST AND FOR THE ACCOUNT OF APPLICANT, WE, _____ ("ISSUER"), HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____, IN FAVOR OF ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("BENEFICIARY"), AND AUTHORIZE YOU TO DRAW ON ISSUER, IN THE MAXIMUM AGGREGATE AMOUNT OF \$,____.00 (____ THOUSAND AND 00/100 U.S. DOLLARS) IN UNITED STATES FUNDS, WHICH IS PAYABLE AT SIGHT AGAINST PRESENTATION OF YOUR DEMAND, WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND ANY OF THE FOLLOWING DOCUMENTS:

1. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "THE PERFORMANCE OF APPLICANT'S OBLIGATION HAS NOT BEEN COMPLETED YET AND THE LETTER OF CREDIT WILL EXPIRE WITHIN 45 DAYS FROM THE DATE OF DRAWING WITHOUT BEING EXTENDED OR REPLACED TO THE COUNTY'S SATISFACTION;" OR

2. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "ISSUER [CONFIRMER] HAS LOST ITS DESIGNATION AS A 'QUALIFIED PUBLIC DEPOSITORY' PURSUANT TO FLORIDA STATUTES, CHAPTER 280, AND AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT HAS NOT BEEN RECEIVED BY THE COUNTY FOLLOWING NOTICE TO APPLICANT;" OR

3. A STATEMENT SIGNED BY THE ORANGE COUNTY MAYOR OR AUTHORIZED REPRESENTATIVE READING AS FOLLOWS: "THE DRAWING IS DUE TO APPLICANT'S FAILURE TO COMPLY WITH THE TERMS OF THE '[OWNER] _____ AGREEMENT' APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ON _____". THE LETTER WILL STATE THE SUM DUE UNDER THE TERMS OF THE AGREEMENT.

EXHIBIT "C"

A SUM NOT TO EXCEED \$____.00 (____ THOUSAND AND 00/100 U.S. DOLLARS) SHALL BE AVAILABLE FOR PARTIAL OR FULL DRAW BY PRESENTATION OF YOUR DEMAND AT SIGHT IF ACCOMPANIED BY A WRITTEN STATEMENT AS DESCRIBED IN THE PRECEDING PARAGRAPHS.

THIS LETTER OF CREDIT SHALL BE IN FULL FORCE AND EFFECT UNTIL _____, 20____, [ONE YEAR FROM ISSUANCE DATE] AND WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS WE NOTIFY THE BENEFICIARY IN WRITING BY CERTIFIED MAIL, OR OVERNIGHT COURIER, SENT TO THE BENEFICIARY AT THE ABOVE ADDRESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN PRESENT EXPIRATION DATE, NOTIFYING THE BENEFICIARY THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL PERIOD OF ONE YEAR.

[IF A CONFIRMING BANK IS TO BE USED, INSERT THIS LANGUAGE: ISSUER NOMINATES _____ [NAME AND ADDRESS OF NOMINATED CONFIRMING BANK] TO CONFIRM THIS STANDBY LETTER OF CREDIT.]

DRAWS MUST BE PRESENTED NO LATER THAN _____, 20____, [EXPIRATION DATE] OR ANY EXTENDED EXPIRATION DATE AND MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NO. _____ OF ISSUER, DATED _____, 20____[ENTER LOC DATE]."

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED; PROVIDED, HOWEVER, THAT ANY PAYMENT MADE UNDER THIS LETTER OF CREDIT SHALL REDUCE THE AMOUNT AVAILABLE UNDER IT.

WE, ISSUER, HEREBY AGREE THAT ALL DRAWS PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO ISSUER [CONFIRMER] AT: [*note: must have tri-county address (Orange, Osceola, Seminole).*]

THIS LETTER OF CREDIT WILL BE CONSIDERED AS CANCELLED UPON RECEIPT BY US OF THE ORIGINAL LETTER OF CREDIT OR UPON ANY PRESENT OR FUTURE EXPIRY DATE HEREUNDER, WHICHEVER SHALL OCCUR FIRST.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98) (INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590) AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE ISP98 AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN FLORIDA LAW AND THE LAW OF ANY OTHER STATE OR COUNTRY SHALL ARISE, FLORIDA LAW SHALL PREVAIL.

VERY TRULY YOURS,

AUTHORIZED SIGNATURE

ISSUER

AUTHORIZED SIGNATURE

ISSUER