



**Interoffice Memorandum**

October 7, 2019

**TO:** Mayor Jerry L. Demings  
and Board of County Commissioners

**FROM:** Raymond E. Hanson, P. E., Director  
Utilities Department

A handwritten signature in black ink, appearing to read "Raymond E. Hanson".

**SUBJECT: BCC AGENDA ITEM – Consent Agenda  
October 22, 2019 BCC Meeting  
Bakery Wastewater Flow Monitoring Agreement  
Contact Person: Andres Salcedo, P. E.  
Deputy Director, Utilities Department  
407-254-9719**

10602 SAT LLC, the property owner, is constructing a new commercial bakery at 10602 Satellite Boulevard. Wastewater capital charges for the property were determined based on flow estimates pursuant to subsection 37-5(b)(5)b of the Orange County Code.

The property owner has submitted a signed and sealed engineering study estimating wastewater flows and has agreed to enter into a flow monitoring agreement with the Utilities Department.

The agreement provides for an initial 10-year period to monitor the wastewater discharges from the facility. The County may extend the monitoring period in the event of a material breach by the owner, as described in the agreement. During the term of the agreement, a monthly monitoring fee will be assessed and additional capital charges will be levied if the six-month average wastewater flow exceeds the signed and sealed engineering estimate at any time.

The Orange County Attorney's Office and Risk Management staff have reviewed the document and find it acceptable as to form. Orange County Utilities staff recommends approval.

**Action Requested: Approval and execution of Bakery Wastewater Flow Monitoring Agreement by and between 10602 SAT LLC and Orange County for an initial 10-year period to monitor wastewater discharges from the facility.**

**District 4.**

## **BAKERY WASTEWATER FLOW MONITORING AGREEMENT**

This **BAKERY WASTEWATER FLOW MONITORING AGREEMENT** (the "Agreement") is made and entered into as of the date later executed below by and between **10602 SAT LLC**, an Arizona limited liability company, whose principal business address is 450 N McClintock Dr. Ste. 102 2nd Floor, Chandler, AZ 85226 (the "Owner"), and **Orange County**, a charter county and political subdivision of the State of Florida whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County"). 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 wastewater capital charges for (a) new connections to the wastewater system and for (b) increased flows to the wastewater system due to altering the interior or use of a structure; and

**WHEREAS**, establishments that have wastewater flows in addition to flows associated with standard Orange County Factors, as described in subsection 37-5(b)(5)b of the Code, shall submit an estimate of wastewater flows; and actual flows may be subject to monitoring to verify the accuracy of the flow estimate; and

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

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

**WHEREAS**, the Owner owns property located at 10602 Satellite Boulevard, Orlando, Florida 32837, which is located within Orange County, as such property is more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference (the "Property"); and

**WHEREAS**, the Property is located within the County’s wastewater service territory and, therefore, the County is the appropriate provider of wastewater service; and

**WHEREAS**, the Owner is constructing a new commercial bakery (the “Facility”) on the Property, which is more particularly shown on **Exhibit “B”** attached hereto and incorporated herein; and

**WHEREAS**, the Owner has submitted to the County an engineering study, signed and sealed by a professional engineer licensed in the State of Florida (the “Engineering Study”), estimating the operational wastewater flows for the Property’s new use to be 21.858 Equivalent Residential Units (“ERUs”), which is equivalent to 4,918 gallons per day (“gpd”) (the “Current Capacity Flow”); and

**WHEREAS**, the County’s acceptance of the wastewater flow estimates set forth in the Engineering Study was conditioned on the Owner entering into a monitoring agreement to require monitoring of the wastewater flow to verify the flow estimates; and

**WHEREAS**, the Owner has submitted to the County construction plans for approval (the “Construction Plans”), paid capital charges for the Current Capacity Flow, and obtained an Orange County Building Permit (the “Building Permit”).

**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 by the Parties, the County and the Owner agree as follows:

**SECTION 1. Recitals.** The above Recitals are true, 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, wastewater capacity may only be purchased for the property specified in the application for service, and may not be transferred to another property. Therefore, any and all wastewater capacity purchased by the Owner 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.** Based upon the Engineering Study, the flow associated with the Property is 4,918 gpd on the day this Agreement is executed. Thereafter, the Current Capacity Flow will equal 4,918 gpd plus the flow associated with any additional wastewater capacity purchased for the Property after the execution of this Agreement.

**SECTION 4. Metering, Fees and Compliance.**

- a. The Owner shall ensure that the existing potable water meter remains unobstructed for both the County and the Orlando Utilities Commission

("OUC") meter readings because this project is located within the OUC water service area and the County's wastewater service area.

- b. A monthly monitoring fee, per the Board of County Commissioners' Rate Resolutions, as amended from time to time, will be assessed and billed to the Owner. The Owner shall pay to the County the monthly monitoring fee within ten days of receipt of the bill for the monthly monitoring fee.
- c. No changes to the Property use, water and wastewater plumbing, or utility mains that may increase the wastewater flows for the Property from the Current Capacity Flow may be made by the Owner without prior review, inspection, and written approval by the County.
- d. Wastewater flow will be monitored by the County, using OUC water meter readings. Based on the Engineering Study, in order to account for evaporative losses, the wastewater flow will equal ninety percent of the metered water flow.
- e. The Owner shall allow the County access to the Property, at any time upon reasonable notice, to (a) inspect the meter, and the water and wastewater plumbing; (b) read the 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 calculated wastewater flow. The "Billing Period Wastewater Flow" shall equal the volume (in gallons) of water consumption for the billing period, multiplied by a factor of 0.90 and divided by the number of days in that billing period. The volume for each billing period shall be calculated as the difference between the beginning and ending readings of all meters for the Property.
  - i. If any Billing Period Wastewater Flow exceeds the Current Capacity Flow, the County may issue a written warning to the Owner notifying them of the reading.
  - ii. If at any time the six-month average Billing Period Wastewater Flow exceeds the Current Capacity Flow, the Owner shall purchase wastewater capacity in an amount calculated by the difference between the six-month average Billing Period Wastewater Flow and the Current Capacity Flow. The cost of wastewater capacity (gpd) shall be calculated using the then current Orange County wastewater capital charge rates.

- iii. If additional wastewater capacity is purchased, as described in Section 4.f.ii above, and at a later date a six-month average Billing Period Wastewater Flow exceeds the cumulative Current Capacity Flow, the Owner shall again purchase wastewater capacity from the County as described in Section 4.f.ii above.
- iv. The Owner shall pay to the County within thirty days any additional wastewater capacity charges that may be due and owing for the Property and the Facility based on the conditions set forth in this Agreement. If the additional fees assessed are not paid within thirty days from the demand date, the County may draw on the Letter of Credit, required pursuant to Section 5 below.
- v. Failure by the Owner to provide monthly payment in full, including, but not limited to, capital charges (if any), past due charges, related service charges, deposits, applicable utility or public service taxes, and current charges may result in the interruption of water and wastewater services to the Property.

**SECTION 5. Letter of Credit.** A Letter of Credit acceptable to the County in a form substantially similar to the draft letter of credit attached as **Exhibit “C”** of this Agreement is required as part of this Agreement for the duration of the Owner's obligations under this Agreement. 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 Owner has provided this Letter of Credit to the County simultaneous with the execution of this Agreement in the amount representing 20% of the Current Capacity Flow, which equates to 984 gpd or 4.372 ERUs, for a total of \$14,628.71. Failure to continuously maintain a Letter of Credit by the Owner shall be a breach of this Agreement by the Owner and may result in the interruption of water and wastewater services to the Property following receipt of written notice from the County.

**SECTION 6. ERUs Purchased; Refund.** In anticipation of this Agreement, the Owner made a deposit for the purchase of additional wastewater capacity in the amount of \$109,705.30 (the “Deposit”), which represents 150% of the Current Capacity Flow based on the current value of one ERU. The actual number of ERUs purchased shall be calculated at the time the ERUs are needed pursuant to Section 4 of this Agreement. Once this Agreement is executed by all Parties, and the Owner has complied with the provisions of Section 5 above and Section 12 below, the Owner may apply for a refund of the unused portion of the Deposit pursuant to Section 37-5(b)(3) of the Code. The Owner shall not have any right to collect interest on the Deposit.

**SECTION 7. Indemnification of the County; County's Sovereign Immunity.** The Owner shall 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 17 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. The indemnification of the County by the Owner is a material inducement for the County to enter into this Agreement. Nothing contained in this Agreement may constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

**SECTION 8. Monitoring.** The County shall initiate monitoring on the date the Facility receives its Certificate of Occupancy or the Effective Date of this Agreement, whichever is later, and shall continue for a period of ten years (the "Monitoring Period"), unless sooner terminated pursuant to Section 13 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 ten years from the date of the breach following written notice to the Owner of the breach of this Agreement, and provided that the Owner has not cured such breach within thirty 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 meter to allow the County to monitor compliance with this Agreement; or (c) any breach of Section 4.c. above, Section 5 above, or Section 10 below.

**SECTION 9. Term of Agreement.** The initial term of this Agreement shall be for the ten year Monitoring Period. The term may be extended pursuant to Section 8 above, or terminated sooner pursuant to Section 13 below.

**SECTION 10. Sale of Property.** Except as provided in this Section 10, the Owner's right to sell or transfer the Property, or any portion of its ownership or leasehold interest in the Property, shall not be restricted by this Agreement provided, however, that the County must be provided with sixty days prior notice of such sale or transfer. Provided further that (i) the successor party(s) has caused a replacement Letter of Credit, in form and substance consistent with Section 5 above, and acceptable to the County, to be issued prior to the transfer, (ii) 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 shall execute an acknowledgment and agreement whereby the successor party acknowledges the existence of this Agreement and agrees to be bound by the terms of this Agreement. The agreement and acknowledgment signed by the successor party must be delivered to the County within thirty days after the date of the sale or transfer, and prior to the expiration of the Owner's Letter of Credit. If the successor party does not provide the County a replacement Letter of Credit, or an acknowledgement binding the successor party to the terms of this Agreement as specified above, then the Owner will be in breach of this

Agreement, and the County will have the right to collect the full amount due on the Letter of Credit from the Owner and immediately thereafter terminate this Agreement. Capital charges run with the Property, as stated in Section 2 above.

**SECTION 11. Limitation on Assignment.** If, pursuant to Section 10 above, the Owner sells, transfers, or assigns all or any portion of its ownership or leasehold interest in the Property or any portion thereof, then the Owner shall assign this Agreement *pro tanto*, and shall cause the transferee to assume to the same extent the rights and obligations of the Owner. Without the express written consent of the County, the Owner shall not assign its interests in this Agreement to another person or entity.

**SECTION 12. Recording.** The Parties agree that an executed copy of this Agreement, including the Exhibits attached hereto, shall be recorded at the Owner's expense in the Public Records of Orange County, Florida. The obligations imposed in this Agreement shall run with the land.

**SECTION 13. Termination.** Notwithstanding anything to the contrary, this Agreement may be terminated upon written mutual consent of the Owner and the County for which notice shall be provided in accordance with Section 14 below. The County may terminate this Agreement and the provision of wastewater service to the Property as set forth herein due to any material breach (as defined in Section 8 above) of this Agreement, after providing the Owner notice of the breach or anticipating breach, and providing the Owner thirty days to cure the breach, and the Owner fails to cure the breach or anticipated breach. Notwithstanding anything to the contrary in this Section 13, the County does not have a duty to provide the Owner a time to cure a breach of Section 10 of this Agreement.

**SECTION 14. Notice.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (a) hand-delivered to the official hereinafter designated; (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  
  Attn: Assistant Manager, Utilities Customer Service

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

If to the Owner: 10602 SAT LLC  
450 N McClintock Dr. Ste. 102 2nd FL  
Chandler, AZ 85226  
Phone: (602) 460-1315  
Attn: Mr. Jason Duffy

**SECTION 15. Governing Law.** The Parties agree that this Agreement was entered into in the State of Florida. This Agreement and the provisions contained herein shall 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 16. 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, shall 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 hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

**SECTION 17. 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 herein contained, each Party shall 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 18. Headings.** The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

**SECTION 19. Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall 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 20. No Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties hereto and no rights or cause of action shall accrue upon or by reason hereof, to or for the benefit of, any third party not a formal party hereto.

**SECTION 21. 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 22. Amendment.** This Agreement shall not be amended unless the amendment is in writing and approved by the County and the Owner.

**SECTION 23. Effective Date.** The Effective Date of this Agreement shall be the date of recording in the Public Records of Orange County.

**SECTION 24. Liability.** Notwithstanding anything to the contrary in this Agreement, in the event the Owner fails to meet its obligations under this Agreement, the County shall pursue its remedies from the following sources in the following order: (i) the Letter of Credit and then, (ii) the Owner.

**SECTION 25. 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 26. 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.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners



By: Jerry L. Demings  
for Jerry L. Demings  
for Orange County Mayor

Date: 22 Oct 19

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

By: Jennifer Kimetz  
for Deputy Clerk

OWNER: 10602 SAT LLC

By: [Signature]

Print Name: Jason DUFFY

Title: MANAGER

Date: 8-23-19

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

Signature: [Signature]

Printed Name: Ashlynn Stapley

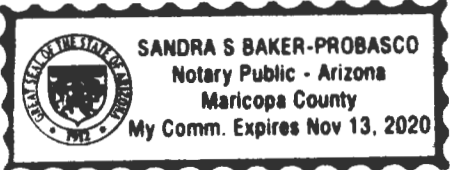
Signature: [Signature]

Printed Name: Jonathan Dairman

STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2019, by Jason Duffy as Manager of 10602 SAT LLC an Arizona limited liability company authorized to do business in the State of Florida, on behalf of the Company. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public

Sandra S Baker-Probasco  
Name Printed or Stamped

My Commission Expires: 11-13-2020

# Exhibit A - The Property



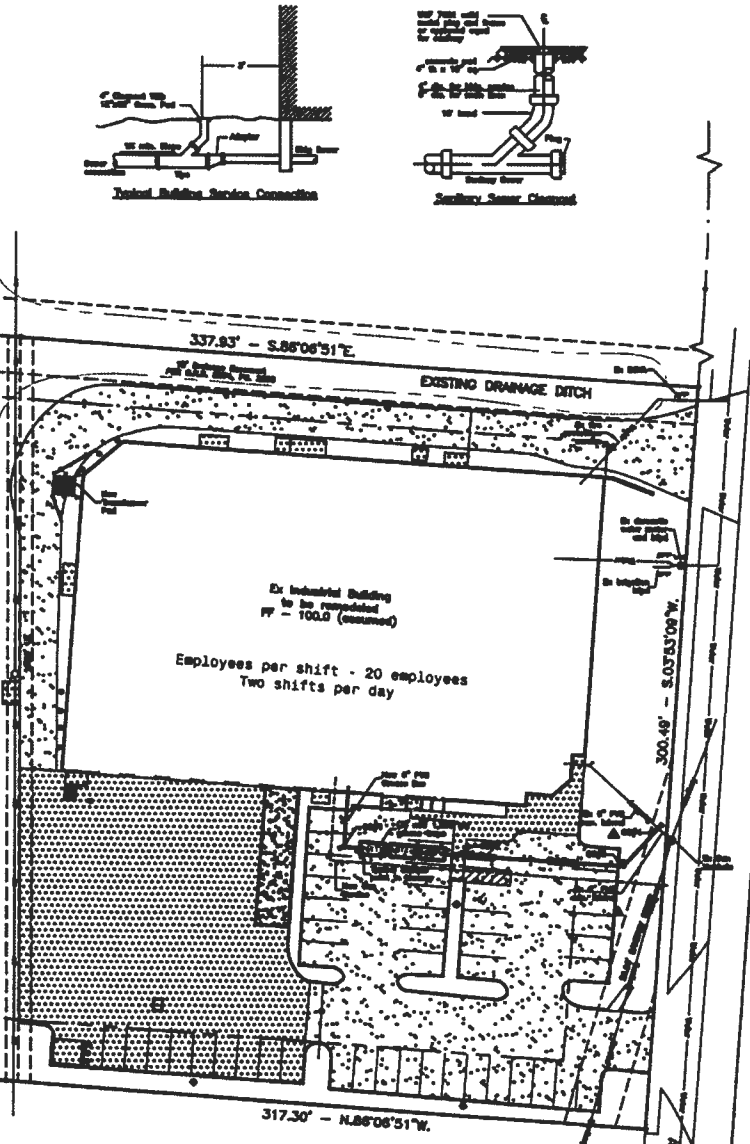
## LEGAL DESCRIPTION

THE SOUTH 2.26 ACRES OF LOT 5, LOCI PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT 5, LOCI PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND RUN N.86°06'51"W. ALONG THE SOUTH LINE OF SAID LOT 5, 317.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE RUN N.00°02'28"W. ALONG THE WEST LINE OF SAID LOT 5, 301.20 FEET; THENCE LEAVING SAID WEST LINE RUN S.86°06'51"E., PARALLEL WITH THE SOUTH LINE OF SAID LOT 5, 337.93 FEET TO THE EAST LINE OF SAID LOT 5; THENCE RUN S.03°53'09"W. ALONG SAID EAST LINE, 300.49 FEET TO THE POINT OF BEGINNING. CONTAINING 98446 Square Feet OR 2.260 Acres, ±

301.20' - N.00°02'28"W

EXISTING DRAINAGE DITCH

EXISTING DRAINAGE DITCH FOR BLDG. SHALL BE SET AS SHOWN ON PLAN



**Sanitary Sewer Table I**  
**Sanitary Structure**

Structure No.	Type	Size	Depth Below Ground	Flow Capacity (GPM)	Notes
SS1	Manhole	48" dia	10.00	1.50	See Elevation
SS2	Manhole	48" dia	10.00	1.50	See Elevation
SS3	Manhole	48" dia	10.00	1.50	See Elevation
SS4	Manhole	48" dia	10.00	1.50	See Elevation

**Sanitary Sewer Table II**  
**Sanitary Pipe**

Structure No.	Structure Type	Structure Size	Structure Depth	Flow Capacity (GPM)	Notes
SS1 to SS2	Manhole	48" dia	10.00	1.50	See Elevation
SS2 to SS3	Manhole	48" dia	10.00	1.50	See Elevation
SS3 to SS4	Manhole	48" dia	10.00	1.50	See Elevation

**Orange County Utility Maps**

1. The contractor shall verify the exact location of all existing public utility lines and public easements shall be properly marked and maintained.
2. The contractor shall verify the exact location of all existing public utility easements 7 days prior to any utility excavation plus 24 hours prior to any excavation.
3. All utility easements containing all the necessary information shall contain a complete record of records and specifications for maintenance and other utility information.
4. All existing utility lines from field verified to all records of easements and notes of location.
5. All utility lines shall be marked and maintained by Orange County, including Orange County shall be made only with Orange County Utility Maps, which are located at the Orange County Office of Public Works, Utilities Division, 1000 West Orange Avenue, Suite 1000, Orange, Florida 32767.
6. A minimum of 3 feet of cover over all proposed water, sewerage, and electrical water lines.

**Utilities Asset Coordinates**

Grease Trap						
ID #	Plan Sheet	Spacing	Marking	Location	Volume (Gd)	
GT1	SS1					
GT2	SS2					
GT3	SS3					
GT4	SS4					

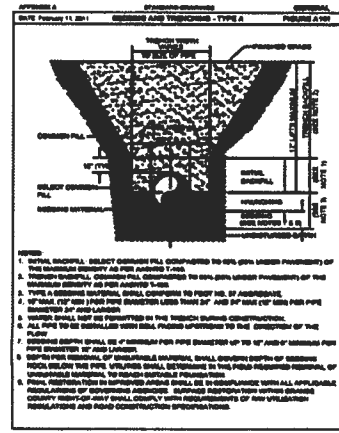
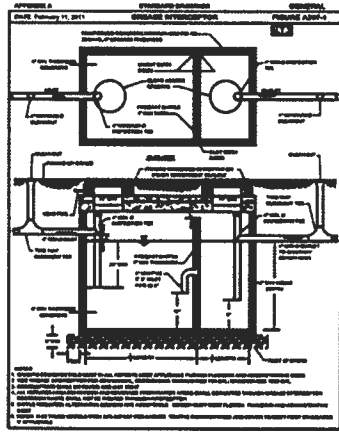
  

Pit							
ID #	Plan Sheet	Spacing	Marking	Location	Min. Type	Filling Type	Comments
P1	SS1						

APPENDIX A  
 DATE: February 11, 2011  
 FIGURE 010

**CONSTRUCTION NOTES**

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF EXISTING UTILITIES. UNDESIRABLE COLLISIONS SHALL BE AVOIDED AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITY ALIGNMENTS.
2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCC INSPECTOR AND THE OCC OPERATOR FOR ASSISTANCE AND THE OCC INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE OCC CONSTRUCTION DIVISION AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT BY CALLING 904-381-1313.
4. THE CONTRACTOR SHALL NOTIFY THE OCC CONSTRUCTION DIVISION AT LEAST 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION BY CALLING 904-381-1313.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONFORMING TO THE OCC SYSTEMS SHALL BE IN CONFORMANCE WITH THE ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL.
6. ALL OCC AREAS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE BEFORE CONSTRUCTION.
7. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY NOTIFY ALL OWNERS OF OCC AREAS AND FACILITIES. IF THE OWNER IS NOT KNOWN IN A THREE-WAY AGREEMENT, AS DETERMINED BY OCC, OCC MAY PURSUE PROCEEDINGS TO IDENTIFY AND LOCATE THE OCC AREAS AND FACILITIES AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXPENSES ASSOCIATED WITH THE SEARCH.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCC INSPECTOR IN WRITING OF ALL OCC AREAS AND FACILITIES IN CONFLICT WITH ANY CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCC INSPECTOR OF ANY OCC AREAS AND FACILITIES IN CONFLICT WITH ANY CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCC INSPECTOR OF ANY OCC AREAS AND FACILITIES IN CONFLICT WITH ANY CONSTRUCTION.
9. ONLY OCC AREAS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE BEFORE CONSTRUCTION.
10. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERFERENCE TO EXISTING UTILITIES OR FACILITIES. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCC INSPECTOR OF ANY OCC AREAS AND FACILITIES IN CONFLICT WITH ANY CONSTRUCTION.
11. THE CONTRACTOR SHALL PROVIDE FOR EXISTING UTILITY FACILITIES UNLESS OTHERWISE SPECIFIED IN THE CONSTRUCTION SPECIFICATIONS. THE CONTRACTOR SHALL SUBMIT A UTILITY PLAN TO THE OCC INSPECTOR FOR APPROVAL PRIOR TO CONSTRUCTION.
12. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCC INSPECTOR OF ANY OCC AREAS AND FACILITIES IN CONFLICT WITH ANY CONSTRUCTION.
13. THE CONTRACTOR SHALL PROVIDE A SAFETY ASSEMBLY WITH A SAFETY PLAN FOR ALL OCC AREAS AND FACILITIES. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCC INSPECTOR OF ANY OCC AREAS AND FACILITIES IN CONFLICT WITH ANY CONSTRUCTION.
14. FOR PVC PIPE THAT WILL BE COVERED AND SUPPORTED BY SOIL, NO PIPE BENDING IS ALLOWED. THE MINIMUM ALLOWABLE TOLERANCE FOR JOINT DEFLECTION IS A 7% DEFLECTION PER JOINT FOR 20 FT (2%) FOR ALL OTHER TYPES OF PIPE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCC INSPECTOR OF ANY OCC AREAS AND FACILITIES IN CONFLICT WITH ANY CONSTRUCTION.
15. FOR RCP PIPE THAT WILL BE COVERED AND SUPPORTED BY SOIL, LOW ANGLE CURVES, OTHER NONSTANDARD OR VERTICAL, MAY BE INSTALLED WITH ROUNDING PIPE BY DEFLECTIONS AT THE JOINTS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCC INSPECTOR OF ANY OCC AREAS AND FACILITIES IN CONFLICT WITH ANY CONSTRUCTION.



SATELLITE BOULEVARD

Exhibit B - The Premises

Unroce Engineering  
 Civil Engineering  
 10602 SAT, LLC



**UTILITY SITE PLAN**

DESIGNED BY: [Name]  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: [Date]

10602 SAT, LLC  
 10602 SAT, LLC  
 10602 SAT, LLC

Exhibit B-1 of 1

**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: ASSISTANT MANAGER,  
CUSTOMER SERVICE DIVISION

APPLICANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: [ENTER NAME AND TITLE]

PROJECT NAME: BAKERY WASTEWATER FLOW MONITORING AGREEMENT

AMOUNT: \$14,628.71 (FOURTEEN THOUSAND SIX HUNDRED TWENTY-EIGHT AND 71/100 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 \$14,628.71 (FOURTEEN THOUSAND SIX HUNDRED TWENTY-EIGHT AND 71/100 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 "BAKERY WASTEWATER FLOW MONITORING AGREEMENT APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ON \_\_\_\_\_". THE LETTER WILL STATE THE SUM DUE UNDER THE TERMS OF THE AGREEMENT.

A SUM NOT TO EXCEED \$14,628.71 (FOURTEEN THOUSAND SIX HUNDRED TWENTY-EIGHT AND 71/100 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\_\_\_\_, AND WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE NINETY (90) DAY PERIOD UNLESS WE PROVIDE THE BENEFICIARY WITH WRITTEN NOTICE OF OUR INTENT TO TERMINATE THE CREDIT HEREIN EXTENDED, WHICH NOTICE MUST BE PROVIDED AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL TERM HEREOF OR ANY EXTENDED TERM.

**[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