



Legislation Text

File #: 26-0538, **Version:** 1

Interoffice Memorandum

DATE: April 15, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Andres Salcedo, P.E., Deputy Director, Utilities

CONTACT: Lindy Wolfe, P.E., LEED AP, Manager, Engineering Division

PHONE: 407-254-9918

DIVISION: Engineering Division

ACTION REQUESTED:

Approval and execution of Wastewater Flow Monitoring Agreement by and between AquaCare Linen Services LLC, 3710, LLC, and Orange County, Florida for an initial 10-year period to monitor wastewater discharges from the facility. District 6. (Engineering Division)

PROJECT: N/A

PURPOSE: AquaCare Linen Services LLC (Tenant) is leasing 3710 Gardenia Avenue, Orlando, Florida 32839 (Premises) from 3710, LLC (Owner), and is renovating an existing commercial building into a commercial laundry facility on the Premises. Wastewater capital charges for the Premises were determined based on a flow estimate pursuant to subsection 37-5(b)(5)b of the Orange County Code.

The Owner and Tenant have submitted a signed and sealed engineering study estimating wastewater flows and have 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 or Tenant, 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 County Attorney's Office and Risk Management Division reviewed the agreement and find it acceptable as to form. Utilities Department staff recommends approval.

BUDGET: N/A

BCC Mtg. Date: May 5, 2026

Prepared By:
Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600

Return To:
3710, LLC
2126 Northeast River Court
Jensen Beach, Florida 34957-6449
Attention: Fred Nichols

WASTEWATER FLOW MONITORING AGREEMENT

THIS WASTEWATER FLOW MONITORING AGREEMENT (the “**Agreement**”) is made and entered into as of the date later executed below by and between **AquaCare Linen Services LLC**, a Florida limited liability company (the “**Tenant**”), whose address is 2701 Eunice Avenue, Suite E, Orlando, Florida 32808, **3710, LLC**, a Florida limited liability company (the “**Owner**”), whose address is 2126 Northeast River Court, Jensen Beach, Florida 34957 (the **Tenant** and the **Owner** are referred to together as the “**Operator**”), and **Orange County, Florida**, 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 **Tenant**, 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, must 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 **Tenant’s Facility** (as defined below) have been determined based on flow estimates calculated pursuant to subsection 37-5(b)(5)b 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 3708 and 3710 Gardenia Avenue, Orlando, Florida 32839, 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 Owner is leasing a portion of the Property, with a mailing address of 3710 Gardenia Avenue, Orlando, Florida 32839, to the Tenant (the “**Premises**”), pursuant to that certain lease agreement dated January 1, 2026 (the “**Lease**”); and

WHEREAS, the Tenant is renovating an existing commercial building into a new commercial laundry facility (the “**Facility**”) on the Premises, which is more particularly shown on **Exhibit “B”** attached to and incorporated in this Agreement by this reference; 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 Property is located within the Orlando Utility Commission’s (“**OUC**”) water service territory and, therefore, OUC is the appropriate provider of water service; and

WHEREAS, OUC will own and maintain a 2-inch water meter (the “**OUC Meter**”) used for billing the operational water and wastewater flow of the Premises; and

WHEREAS, capital charges equivalent to 5.464 Equivalent Residential Units (“**ERUs**”) of wastewater capacity were previously paid for the Facility, which is equivalent to 1,639 gallons per day (“**gpd**”), (the “**Existing Capacity Flow**”); and

WHEREAS, the County responded to the Tenant’s request for capacity information with a capacity letter (the “**Capacity Letter**”) dated December 18, 2025, stating the County has sufficient existing infrastructure to accept a maximum of 100 gallons per minute (“**gpm**”) peak hourly flow wastewater discharge (“**Peak Hourly Flow**”); and

WHEREAS, the Tenant submitted to the County an engineering study, dated February 27, 2026, signed and sealed by a professional engineer licensed in the State of Florida (the “**Engineering Study**”), estimating the operational wastewater flows for the Facility to be 49.309 ERUs, which is equivalent to 10,408 gpd (the “**Current Capacity Flow**”); and

WHEREAS, the Current Capacity Flow in the Engineering Study includes the flows for the Existing Capacity Flow; and

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

WHEREAS, prior to issuance of Orange County Building Permit B25906446 (the “**Building Permit**”), for improvements to the Facility, the Tenant 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, the Owner, and the Tenant 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, 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 wastewater capacity purchased 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; Peak Hourly Wastewater Flow.

- a. Based upon the Engineering Study, the flow associated with the Facility is 10,408 gpd Current Capacity Flow on the day this Agreement is executed. Thereafter, the Current Capacity Flow shall equal 10,408 gpd, plus the flow associated with any additional wastewater capacity purchased for the Facility after the execution of this Agreement pursuant to the terms hereof.
- b. The wastewater discharge from the Premises must not exceed the Peak Hourly Flow.

SECTION 4. Metering, Fees and Compliance.

- a. The Operator shall ensure the OUC Meter remains unobstructed for both the County and OUC 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 directly to the Tenant.
- c. No changes to the Premises’ use, water and wastewater plumbing, or utility mains that may increase the wastewater flows for the Premises from the Current Capacity Flow may be made by the Operator without prior review, inspection, and written approval of the County.

- d. The County will monitor and measure the wastewater flows from the Facility by OUC Meter readings, less a factor of 10% for evaporation losses.
- e. The Operator must allow the County access to the Premises, at any time during normal business hours, upon reasonable notice, to (a) inspect the OUC Meter and the water and wastewater plumbing; (b) read the OUC 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 wastewater flow. For each billing period, the County will calculate the billing period wastewater flow based on the OUC Meter readings (“**Billing Period 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 County will calculate the volume for each billing period as the difference between the beginning and ending readings of the OUC Meter for the Facility.
 - i. If any Billing Period Wastewater Flow exceeds the Current Capacity Flow, the County may issue a written warning to the Operator notifying them of the exceedance.
 - ii. If, at any time, the six-month average Billing Period Wastewater Flow exceeds the Current Capacity Flow, the Tenant, on behalf of the Operator, shall purchase additional 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 will be calculated using the applicable Orange County wastewater capital charge at the time of purchase.
 - iii. If additional wastewater capacity is purchased, as described in subsection 4.f.ii. above, and at a later date a six-month average Billing Period Wastewater Flow exceeds the cumulative Current Capacity Flow, the Tenant, on behalf of the Operator, must purchase additional wastewater capacity from the County as described in subsection 4.f.ii. above.
 - iv. The Tenant, on behalf of the Operator, shall pay to the County within thirty (30) days any additional wastewater capital charges that may be due and owing for the Premises. If the additional charges assessed are not paid within thirty (30) days from the date of notice from the County that

additional capital charges are due and owed, the County may draw on the Balance, as defined in and required pursuant to Section 5 below.

- v. The Tenant'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 Premises.
- vi. Notwithstanding anything contained in this Agreement to the contrary, the Owner will be held responsible for the payment of wastewater capital charges, past due charges, related service charges, applicable utility or public service taxes, and current usage charges if the Tenant does not pay for such charges when due and the Balance is insufficient to pay for such charges in full.

SECTION 5. Cash Deposit/Letter of Credit.

- a. A balance must be maintained at 20% of the ERUs associated with the Current Capacity Flow, which is equivalent to \$51,972.74, as of the Effective Date of this Agreement (the "**Balance**"). The Operator must maintain the Balance through either a: a) Deposit or b) Letter of Credit, as such terms are defined below. The Balance may increase if the Current Capacity Flow increases and additional capital charges are assessed during the term of the Agreement.
 - i. If the Operator does not maintain the Balance through a Letter of Credit (as defined below), the Operator 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 Operator does not maintain the Balance through a Deposit, or if the Operator desires to replace the Deposit, the Operator must provide a Letter of Credit in a form acceptable to the County (the "**Letter of Credit**") substantially similar to the draft letter of credit attached as **Exhibit "C"** of this Agreement 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 Operator may not replace a portion of the Deposit or the Balance with a Letter of Credit. If the Operator elects to replace the Deposit with a Letter of Credit, the Operator is required to maintain such Letter of Credit for the remaining duration of the Operator's obligations under this Agreement. Failure to continuously maintain a Letter of Credit by the Operator shall be a breach of this Agreement by the Operator and may result in the interruption of water and wastewater services to the Premises.

- b. The County may draw upon the Deposit or Letter of Credit if additional wastewater capital charges are not paid as described in subsection 4.f.iv. of this Agreement. The Operator's failure to continuously maintain the Balance as described in Section 5.a.i or 5.a.ii shall be a breach of this Agreement by the Operator and may result in the interruption of water and wastewater services to the Premises.
- c. The Operator may apply for a refund of the unused portion of the Balance upon termination of this Agreement. The Operator shall not have any right to interest on the Balance. The Operator relinquishes all rights to a refund of any unused portion of the Balance if an application for a refund is not made within one hundred eighty (180) days of termination of this Agreement.

SECTION 6. Indemnification of the County. To the fullest extent permitted by law, the Operator 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 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. 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 Occupancy or on the Effective Date of this Agreement, whichever is later, and will continue monitoring for a period of ten (10) years (the "**Monitoring Period**"), unless this Agreement is sooner terminated pursuant to Section 13 below. In the event there is a change in tenancy, the County may extend the period of monitoring, not to exceed a period of ten (10) years if the use of the Premises is not changed. In the event of a material breach of this Agreement by the Operator, the County may extend the Monitoring Period for a period not to exceed ten (10) years from the date of the breach following written notice of breach to the Operator, and provided that the Operator has not cured such breach within thirty (30) days following the date of the notice. For purposes of this Agreement, "**material breach**" shall mean (a) the failure of

the Operator 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 Operator to provide the County (or its representatives) reasonable access to the OUC 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 13 below.

SECTION 9. Sale of Property. The Owner shall provide the County with sixty (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 thirty (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, neither the Owner nor the Tenant may assign its interests in this Agreement to another person or entity.

SECTION 11. Lease Expiration or Termination. The Owner shall assume all the obligations and responsibilities of the Tenant upon the expiration or termination of the Lease to the Tenant.

SECTION 12. Recording. The Parties agree that an executed copy of this Agreement, including the Exhibits, will be recorded by the Operator at the Operator’s expense in the Public Records of Orange County, Florida. The obligations imposed in this Agreement run with the land.

SECTION 13. Termination. The County may terminate this Agreement and the provision of water and wastewater service to the Premises as set forth herein due to any material breach (as defined in Section 7 above) of this Agreement, after providing the Operator notice of the breach and providing the Operator thirty (30) days to cure the breach or anticipated breach (the “**Cure Period**”). If Operator fails to cure the breach during the Cure Period, the County may terminate this Agreement effective as of the first day after the Cure Period or discontinue water and wastewater service to the Premises or both. Notwithstanding anything to the contrary in this Section 13 or in this Agreement, the County shall not be required to provide the Operator a Cure Period, or other time length, to cure a breach of Section 9 of this Agreement prior to termination.

SECTION 14. 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 14; (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: 3710, LLC
2126 Northeast River Court
Jensen Beach, Florida 34957-6449
Attention: Manager

If to the Tenant: AquaCare Linen Services LLC
3710 Gardenia Avenue
Orlando, Florida 32839-9206
Attention: Authorized Member/Owner

If to the Operator: One notice to the Owner and one notice to the Tenant

SECTION 15. 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 16. Jurisdiction. Any legal proceeding of any nature brought by any 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 17. Attorneys' Fees and Costs. If any 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 own 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 will 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 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 20. 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 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 may not be amended unless the amendment is in writing and approved by the County, the Owner, and the Tenant.

SECTION 23. 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 24. Liability. Notwithstanding anything to the contrary in this Agreement, in the event the Operator fails to meet its obligations under this Agreement, the County may pursue its remedies from the following sources in the following order: (i) the Balance and then, (ii) the Operator, jointly or severally.

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 Premises and the Facility, or any other property or land referred to in this Agreement.

SECTION 26. Non-Waiver. The failure of any Party to insist on a Party's or Parties' compliance with obligations under this Agreement in any one or more instances will not operate to release the other Party or Parties from that Party's duties to comply with obligations in all other instances.

SECTION 27. 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.

[SIGNATURES ON FOLLOWING PAGES]

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*

for Jerry L. Demings
Orange County Mayor

Date: May 5, 2026

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

By: *Jennifer Ann - Kivetz*
Deputy Clerk

TENANT: AquaCare Linen Services LLC,
a Florida limited liability company

Address: 2701 Eunice Ave
Orlando FL 32808

By: Marco Rativa

Print Name: Marco Rativa

Title: AMBR - Member

Date: 4-11-2026

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

Signature: 

Witness 1:

Address: 151 E WASHINGTON ST 416

Printed Name: Lusa Campo

ORLANDO FL 32801

Signature: 

Witness 2:

Address: 151 E Washington St 416

Printed Name: Daniel Rativa

Orlando FL 32801

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 11th day of April, 2026, by Marco Rativa as Authorized Member of AquaCare Linen Services LLC, a Florida limited liability company, on behalf of the company, 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)


Notary Public



SHIRLEY BLAS-RIVERA
Notary Public
State of Florida
Comm# HH312146
Expires 9/14/2026

Shirley Blas-Rivera
Name Printed or Stamped

My Commission Expires: 09/14/2026

OWNER: 3710, LLC,
a Florida limited liability company

Address: 2126 NE River Court
Jensen Beach, FL 34957

By: [Signature]
Print Name: Frederick A. Nichols

Title: Manager

Date: 4/14/2026

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

Signature: [Signature]
Printed Name: Emma Nichols

Witness 1:

Address: 1340 Q ST NW #33
Washington, D.C. 20009

Signature: [Signature]
Printed Name: Patricia L. Sweeney

Witness 2:

Address: 6123 Rainbow Drive
Elkridge, MD 21075

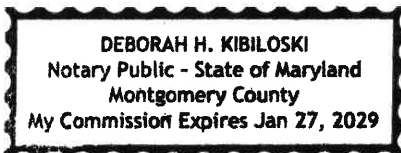
STATE OF Maryland
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 14th day of April, 2026 by Frederick A. Nichols, as Manager of 3710, LLC, a Florida limited liability company, on behalf of the company, who appeared before me by means of: online notarization, or physical presence and who is personally known to me or has produced _____ as identification.

(Notary Seal)

[Signature]
Notary Public

Deborah H. Kibiloski
Name Printed or Stamped



My Commission Expires: 01/27/2029

EXHIBIT "A" - THE PROPERTY SKETCH OF DESCRIPTION

AQUACARE LINEN PROJECT
OC PERMIT NUMBER: B25906446

**SECTION 09, TOWNSHIP 23 SOUTH, RANGE 29 EAST
ORANGE COUNTY, FLORIDA
THIS IS NOT A SURVEY
JOB# 230968-CE**

LEGAL DESCRIPTION:

THE EAST 200 FEET OF THE NORTH 400 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING: COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 29 EAST, THENCE NORTH 89°18'08" EAST 49.39 FEET; THENCE NORTH 37°15'14" EAST 1,180.52 FEET; THENCE NORTH 89°00'00" EAST 344.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°00'00" EAST 200.00 FEET TO THE WESTERLY RIGHT-OF-WAY OF GARDENIA AVENUE; THENCE NORTH 00°43'05" WEST ALONG SAID RIGHT-OF-WAY 140.00 FEET; THENCE SOUTH 89°00'00" WEST 200.00 FEET; THENCE SOUTH 00°43'05" EAST 140.00 FEET TO THE POINT OF BEGINNING.

AND COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, THENCE NORTH 89°18'08" EAST 49.39 FEET; THENCE NORTH 37°15'14" EAST 1,358.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 37°15'14" EAST 331.06 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE NORTH 88°53'46" EAST ALONG SAID LINE 31.23 FEET; THENCE SOUTH 00°43'05" EAST 260.00 FEET; THENCE SOUTH 89°00'00" WEST 234.97 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM ALL OF THE ABOVE THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, BY VIRTUE OF THOSE DEEDS RECORDED IN OFFICIAL RECORDS BOOK 10067, PAGE 1350, OFFICIAL RECORDS BOOK 10067, PAGE 1354, OFFICIAL RECORDS BOOK 10067, PAGE 1357, OFFICIAL RECORDS BOOK 10067, PAGE 1360 AND OFFICIAL RECORDS BOOK 10067, PAGE 1364, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND A 6' UTILITY EASEMENT BEING A PORTION OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. 3' ON EITHER SIDE OF THE LINE, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 9; THENCE N 89°18'08" E, A DISTANCE OF 49.39'; THENCE N 37°15'14" E, A DISTANCE OF 1689.93'; THENCE N 89°23'15" E, A DISTANCE OF 231.23'; THENCE N 00°12'32" W, A DISTANCE OF 3.00' TO THE POINT OF BEGINNING; THENCE S 89°23'15" W, A DISTANCE OF 107.33' TO THE TERMINUS POINT. CONTAINING 1.9616 ACRES, MORE OR LESS.

SURVEYORS NOTES:

- 1) I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
- 2) THIS FIRMS'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8507.
- 3) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTIES.
- 4) THE SKETCH REFLECTS A BOUNDARY SURVEY PREPARED BY THIS OFFICE DATED: DEC 16, 2025 - JOB NUMBER 230968-CE.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL (IF AFFIXED) HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062. PURSUANT TO SECTION 472.025, FLORIDA STATUTES.



**Digitally signed by
Pablo A Alvarez
Date: 2026.04.02
15:46:51 -04'00'**

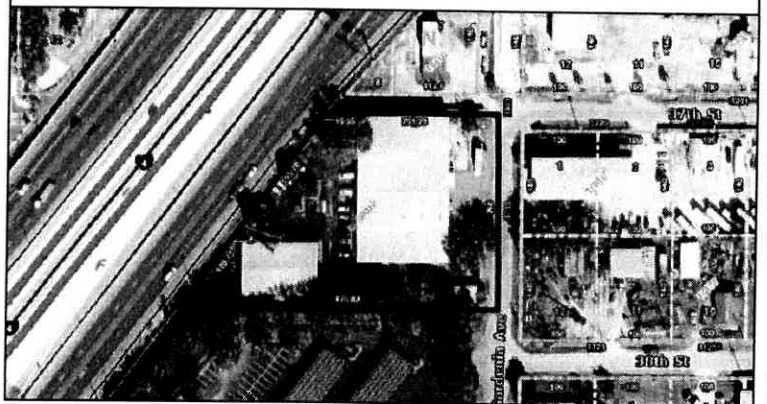
SIGNATURE _____ DATE: 4-2-2026
PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA
REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND
ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL (IF AFFIXED) OF THE
FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

LEGEND:

POB = POINT OF BEGINNING
POC - POINT OF COMMENCEMENT

Vicinity Map

Not-to-Scale



This sketch of description has been issued by the following Landtec Surveying office:

840 US Hwy 1, Suite 330
North Palm Beach, Florida 33408
Office: (561) 210-9344 www.LandtecSurvey.com
Email: Construction@landtecsurvey.com

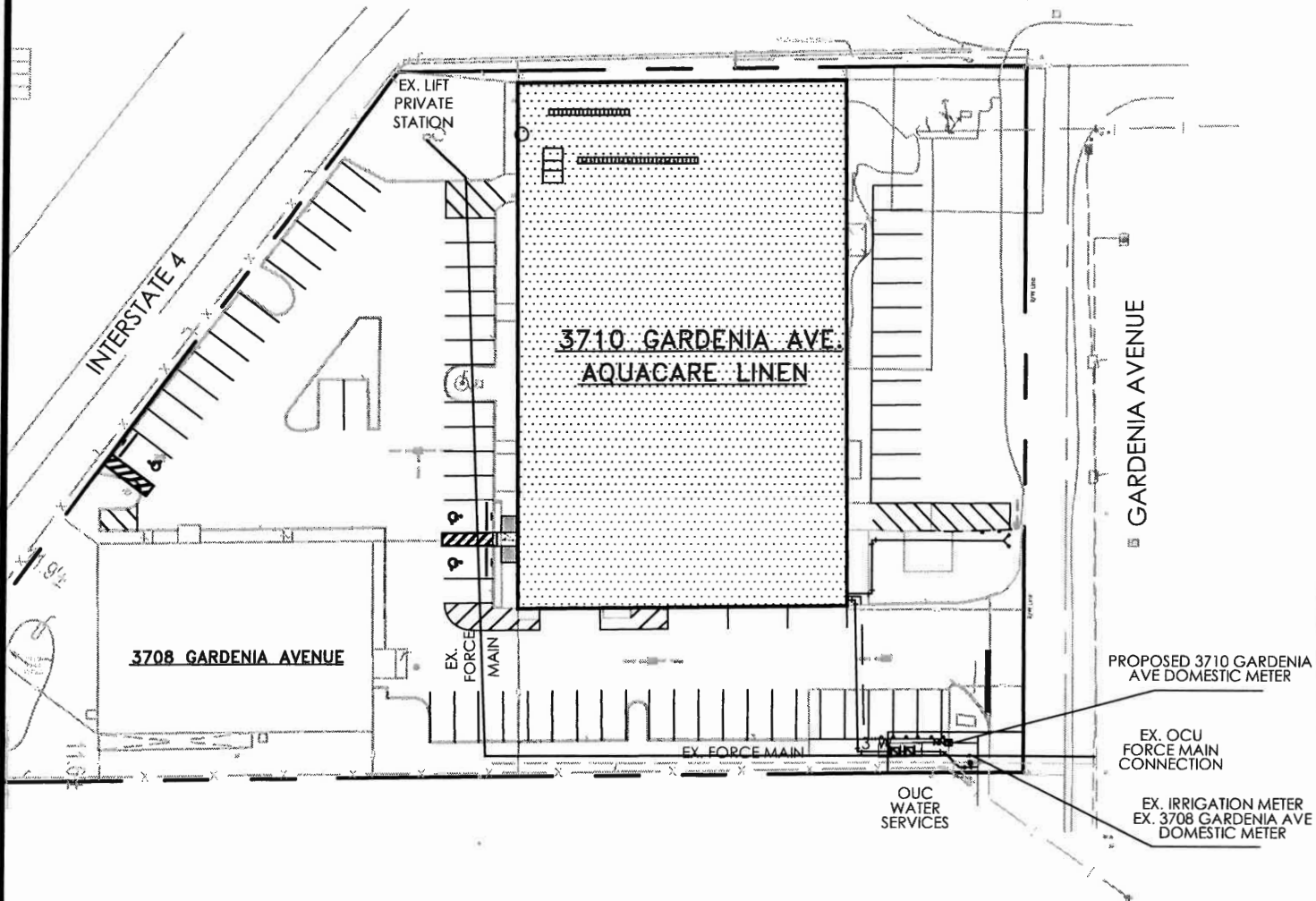
Exhibit "A"
Page 1 of 2

| | |
|--------------------|------------------|
| Job No.: 230968-CE | Date: 03/16/2026 |
| Drawn By: D.C. | |
| Revisions: | |
| A.M. - 04/02/2026 | |
| | |
| | |

Landtec
SURVEYING & LIEN
A PRO LAND COMPANY

LB No. 8507

EXHIBIT "B" - THE FACILITY



PER ORANGE COUNTY FLOW MONITORING AGREEMENT,
ALL FLOW TO FACILITY (3710 GARDENIA AVENUE) MUST
GO THROUGH THIS PROPOSED 2" DOMESTIC METER.

PROJECT: AQUACARE LINEN
3710 GARDENIA AVE, ORLANDO

PREPARED FOR:
ORANGE COUNTY UTILITIES



DRAWING TITLE:
EXHIBIT "B" - THE FACILITY

PROJECT NUMBER 33610
SCALE N.T.S.
EXHIBIT "B" 1 OF 1

5127 South Orange Avenue • Suite 200
Orlando, FL, 32809
p.407.895.0324
www.thomasandhutton.com

EXHIBIT "C"

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED]

DATE: [REDACTED], 20 [REDACTED]

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

APPLICANT: [REDACTED]
[REDACTED]
[REDACTED]
ATTN: [NAME AND TITLE] [REDACTED]

PROJECT NAME: [REDACTED]

AMOUNT: \$ [REDACTED] \$ [REDACTED].00 ([REDACTED] THOUSAND AND 00/100 U.S. DOLLARS)

DATE OF EXPIRY: [REDACTED], 20 [REDACTED]

AT THE REQUEST AND FOR THE ACCOUNT OF APPLICANT, WE, [REDACTED] ("ISSUER"), HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED], 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 \$ [REDACTED].00 ([REDACTED] 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] [REDACTED] AGREEMENT' APPROVED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ON [REDACTED]". 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