



PROJECT DEVELOPMENT GRANT AGREEMENT

THIS GRANT AGREEMENT (the “**Agreement**”) is made and entered into effective as of **August 16, 2023**, by and between **DUKE ENERGY FLORIDA, LLC** (“**Duke**”), and **Sumter County Economic Development** (“**Partner**”). Duke and Partner may be collectively referred to as the “**Parties**” and any may be referred to as a “**Party**.”

WITNESSETH:

WHEREAS, Duke has created and set aside the Duke Energy Florida Investment Fund for the purpose of funding economic development activities within Florida (the “**Fund**”);

WHEREAS, Recipient has requested that Duke grant **\$9,950** to Recipient for the purpose of completing the economic development activity, consistent with Rule 25-6.0426(7), F.A.C., set forth in **Exhibit A** attached hereto (the “**Purpose**”); and

WHEREAS, Duke has made, and Recipient has accepted, an offer to grant up to **\$9,950** to be used by Recipient to carry out the Purpose in accordance with the terms and conditions set forth herein (the “**Grant Amount**”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

ARTICLE 1: SCOPE; PAYMENT

1.1 Recipient shall use its best efforts to ensure that, throughout the term of this Agreement, the Purpose satisfies Duke’s requirements for a grant of the Grant Amount from the Fund, which requirements include, without limitation, that (a) the Purpose is development of new businesses or industries or expansion of existing businesses or industries and (b) the Grant Amount is used solely for payment of reasonable expenses that would otherwise hinder successful completion of the Purpose if not supported by the grant. Recipient shall use funds received hereunder solely for the completion of the Purpose.

1.2 Recipient may not be entitled to any portion of the Grant Amount unless all of the Conditions occur on or before the Deadline. The “**Deadline**” shall mean Dec 1, 2023. “**Conditions**” shall mean (x) completion of the Purpose. The first date on or before the Deadline by which all of the Conditions have occurred shall be the “**Completion Date**.” The terms by which funds will be released to the Recipient will be as follows: **when the study is completed, and Duke Energy is provided with results of the work accomplished along with the accompanying invoices for reimbursement** payments based upon agreed upon thresholds being met.

1.3 Duke may advance to Recipient all or a portion of the Grant Amount (the total of any such payments from Duke to Recipient being the “**Payments**”), **provided, however,** that within 30 days following the Completion Date, Duke shall pay Recipient the lesser of (a) the Grant Amount minus the Payments or (b) the Expenditures minus the Payments, **provided, further,** that if the Payments exceed the Expenditures as of the Completion Date, then no payment shall be due Recipient from Duke and Duke may demand within 30 days following the Completion Date that Recipient repay all or a portion of such excess and Recipient shall repay such demanded amount within 60 days following the Completion Date. If by the Deadline all of the Conditions have not occurred, then Duke may demand within 30 days following the Deadline that Recipient repay all or a portion of the Payments, with interest, and Recipient shall repay such demanded amount within 60 days following the Deadline.

ARTICLE 2: TERM AND TERMINATION

2.1 This Agreement shall terminate upon the earlier of (a) the date two years from the announcement date or start of electric service, (b) the date that Duke terminates this Agreement pursuant to Section 2.2 or (c) the Completion Date. The termination of this Agreement shall not relieve either Party of its obligation to pay the other Party in accordance with Article 1 of this Agreement.

2.2 Duke may terminate this Agreement upon the occurrence of any of the following, which termination shall be effective 10 days following Duke's notification to Recipient of such termination or such later date as Duke may specify therein:

- (i) **Material Breach.** Recipient breaches any of its material obligations set forth herein, including without limitation Recipient's obligations set forth in Section 1.1.
- (ii) **Insolvency.** Recipient becomes insolvent, fails generally to pay its debts as they become due, admits in writing its inability to pay its debts as they become due, makes a general assignment for the benefit of creditors, commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of itself or its debts or assets, or adopts an arrangement with creditors, under any bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar law of the United States or any state thereof for the relief of creditors or affecting the rights or remedies of creditors generally.
- (iii) **Assignment.** Recipient assigns, transfers, or attempts to assign or transfer, this Agreement or any right or interest herein without the express written consent of Duke.
- (iv) **Abandonment.** Recipient abandons its efforts to complete the Purpose and fails to recommence its efforts within 5 business days after written notice from Duke.
- (v) **Repudiation.** Recipient repudiates this Agreement.

ARTICLE 3: REPRESENTATIONS AND COVENANTS

Recipient represents and warrants that:

3.1 Recipient is, and for the term of this Agreement shall at all times be, in good standing and qualified to do business in Florida, as the case may be;

3.2 Recipient has, and for the term of this Agreement shall at all times have, all licenses, permits and other authorizations required to perform the Purpose;

3.3 Recipient shall perform the Purpose in accordance with all applicable laws, rules, regulations, orders and ordinances; and

3.4 Execution of this Agreement and performance of the Purpose hereunder does not require any third party consent and does not and will not violate the terms of any agreement to which Recipient may be bound.

ARTICLE 4: NO PUBLICATION

Recipient shall not use Duke's name or the fact that Recipient has entered into this Agreement with Duke or received any funds hereunder from Duke in any press releases, media statements or public communications or otherwise publicize the existence or content of this Agreement without Duke's prior written consent. Recipient shall not use Duke's (including its subsidiaries and affiliates) name, logos, copyrights, trademarks, service marks, trade names or trade secrets in any way without Duke's prior written consent, and Duke shall not be deemed to have granted Recipient a license of, or granted Recipient any rights in, any of the foregoing by entering into this Agreement.

ARTICLE 5: RECORDS; INSPECTION AND AUDIT; COOPERATION

For a period of three years after the termination of this Agreement, (a) Recipient shall maintain and retain records relating to the Purpose and Recipient's receipt of funds hereunder, and (b) Duke and its auditors and other representatives shall have the right and free access during normal business hours to examine, audit and copy any and all records or other documents relating to the Purpose or Recipient's receipt of funds hereunder. Upon Duke's reasonable request, Recipient shall cooperate fully with Duke with respect to any discussions, negotiations, agreements, arrangements or disputes with any city, county, state or federal governmental body relating in any way to this Agreement, the Grant Amount, the Purpose or Recipient's receipt of funds hereunder.

ARTICLE 6: INDEMNIFICATION; NO CONSEQUENTIAL DAMAGES

6.1 To the extent allowed by law, Recipient shall defend, indemnify and hold harmless Duke and the Partner, and their directors, officers, employees, agents, representatives, and subsidiary and affiliated companies and their directors, officers, employees, agents and representatives, from and against all claims, demands, losses, damages, penalties, fines, liabilities, obligations, and attorneys' and other professionals' fees and expenses arising out of or relating to any negligent or wrongful act or omission of Recipient or its employees, contractors and agents in connection with the Purpose or Recipient's receipt of funds hereunder, including without limitation any claim arising out of Recipient's failure to comply with applicable laws, rules, regulations, orders or ordinances.

6.2 In no event shall either Party be liable hereunder for any consequential, special, incidental or indirect damages, except to the extent the indemnifications in this Agreement may be construed to constitute those damages. In no event shall either Party's liability hereunder exceed the Grant Amount.

ARTICLE 7: GENERAL

7.1 This Agreement and all of its provisions shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

7.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

7.3 Those provisions that would require survival in order to give them full force and effect shall survive the termination or expiration of this Agreement, regardless of the date, cause or manner of such termination, and shall remain in full force and effect.

7.4 This Agreement, including the Exhibits attached hereto, is intended by Duke, Partner and Recipient to constitute the final and complete statement of their agreement and all prior proposals, communications, negotiations, understandings and representations relating to the subject matter of this Agreement, whether verbal or written, are

hereby superseded. No modification or amendment of this Agreement shall be effective unless the same is in writing and signed by all Parties.

7.5 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be as to such jurisdiction ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

7.6 Any notice required or permitted to be given by either Party hereto to the other Party shall be deemed to have been duly given when delivered personally or otherwise actually received after mailing by certified mail, return receipt requested, or by reputable overnight courier, addressed to the Contact Person for such Party set forth on the signature page of this Agreement at the address provided below such person’s name or addressed to any such Party at such other address as such Party shall hereafter furnish to the other Party in writing in accordance with this Section 7.6, provided that a copy of any notice shall also be sent to:

Duke Energy Florida
 Legal Department – FL 151
 299 1st Ave N.
 St. Petersburg, FL 33701

And

Sumter County Economic Development
 7375 Powell Rd
 Wildwood, FL 34785

7.7 No course of dealing or failure of Duke, Partner or Recipient to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition. The failure of either Party to exercise any right hereunder or to take any action permitted on a breach by the other Party shall not be deemed a waiver of such right or of any other rights in the event of a subsequent breach of a like or different nature. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition or a waiver of that term, right or condition in any other instance.

7.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Duke Energy Florida, LLC	Company/Developer Name	Economic Development Organization
	N/A	
	N/A	
Marc Hoenstine Managing Director, DEF Economic Development	Company representative, Title	Economic Development Organization representative, Title
	N/A	
Date	Date	Date

EXHIBIT A - PURPOSE (ASIF Application)

Economic Development Advancing Sites Infrastructure Program

- **Name of Organization:** Sumter County Economic Development
- **Contact Name:** Kristy Russell
- **Contact Phone Number:** 352-689-4400
- **Contact Email:** Kristy.Russell@sumtercountyfl.gov
- **Program Title:** Duke Energy Advancing Sites Infrastructure Program
- **Total Project Budget Amount:** \$9,950
- **Requested Funding Amount:** \$9,950
- **Project Summary:**

Sumter County has requested that Kimley-Horn review the properties that have no sewer to the CSX railroad along CR 525E. Additionally, Sumter County would like Kimley-Horn to determine how these properties could be served either by the Wildwood Utility Dependent District or as a supplement to the Coleman Sewer Master Plan Project to connect to the future collection system that will be treated by the City of Wildwood.
- **Additional Funding Sources:**

Please describe the other funding sources for the project, the amounts and their timelines.
- **Fund Use:** Wastewater Connection Review
- **Outcomes:** This project will potentially add 100+/- acres currently zoned industrial property to the areas surrounding the Gov. Rick Scott and Rep. Marlene O'Toole Industrial Parks that is in the Duke Energy service territory. Sumter County Economic Development has had a recent inquiry regarding connection from a manufacturing business, Arcosa Traffic Structures, which is located on CR 525E. The study will include industrial properties located both on the south and north sides of CR 525E. The northern parcel is currently listed for sale by a local realtor (Flamingo Real Estate, Wildwood, FL).

Additional Property/Project Information (attach supporting documentation as needed):

- **Property Overview:** Industrial properties outside of industrial parks in Duke Energy territory.
- **Property Map:** See attached.
- **Property History:** Details of previous work completed (i.e. demo/remediation/utility upgrades, acquisition, etc.) and associated costs/sources of funding.

- **Physical Property Attributes:** Industrial properties located between Gov. Rick Scott and Rep. Marlene O'Toole Industrial Parks. These properties are not currently served with municipal water and sewer.
- **Current Property Conditions:** **Strengths:** Details of assets that make the property marketable; **Challenges:** Difficulties towards the project being developed without assistance; **Community coordination:** Is there zoning in place? Has a master plan been completed?
- **Development Plan:** Scope attached.
- **Property Ownership:** Details property ownership; include a map if necessary.
- **Development/Construction Timeline:** Include dates for design, permitting, demolition and remediation (when applicable), and new construction. Identify the date when the property will be available for an end user.
- **Market Study:** As it related to DEF Economic Development's targeted industry sectors, who will the site be marketed to?
- **Marketing Plan:** Who will the property be marketed to? How will the property be marketed? What is the projected timing and duration of associated marketing efforts? Who will be leading the marketing effort?
- **Applicant Information:** Developer experience/years in existence, description of developer's exit strategy (sell/lease) and any other considerations that ensure success of the project