

**SECOND ADDENDUM TO THAT CERTAIN
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GREEN COVE SPRINGS, FLORIDA AND
THE CLAY COUNTY UTILITY AUTHORITY**

THIS SECOND ADDENDUM to that certain Interlocal Agreement by and between the City of Green Cove Springs, Florida a municipal corporation, whose address is 321 Walnut Street, Green Cove Springs, Florida 32043 (City) and the Clay County Utility Authority, whose address is 3176 Old Jennings Road, Middleburg, Florida 32068-3907 (Authority) is made and entered into as of the date shown below for the last signatory hereof.

W I T N E S S E T H

WHEREAS, on March 17, 1998, the City of Green Cove Springs, Florida (City) and the Clay County Utility Authority (Authority) entered into an Interlocal Agreement relative to the provision by the City of bulk water and wastewater utility capacity to the Authority so as to enable the Authority to provide service to customers within its service area for which it did not, at the time, have the requisite plant capacity to provide such service on its own. A copy of said Interlocal Agreement is attached hereto and incorporated herein by specific reference; and

WHEREAS, on August 7, 2018, the parties entered into a First Addendum to said Interlocal Agreement relative to rates and charges to be paid by the Authority to the City for such services. A copy of said First Addendum is attached hereto and incorporated herein by specific reference; and

WHEREAS, DR HORTON HOMES is proceeding with the development of its Ayrshire Project which likely will be annexed into the City but is located within the Authority's service area. Authority does not, at present, have the necessary water and wastewater treatment plant capacity needed in order to provide service to phase I of the Ayrshire Project, but anticipates having that capacity constructed and available for use within approximately 24 months from the date hereof; and

WHEREAS, the City agrees to make temporary water and wastewater treatment plant capacity available to the Authority by which it may provide retail service to the Ayrshire Project on a temporary basis until such time as the Authority has treatment plant capacity of its own to service such Project, at which time the Authority will cease taking interim treatment capacity from the City and provide such capacity to the said Ayrshire Project on a permanent basis.

NOW, THEREFORE, for and in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. The City will make available to the Authority, pursuant to the terms and conditions of the Interlocal Agreement and the First Addendum thereto referenced hereinabove, an additional 200 ERCs of water and wastewater capacity so as to allow the Ayrshire Project to proceed during the period that the Authority is constructing permanent treatment plant capacity. Upon the Authority's further written request to the City, an additional 100 ERCs of water and wastewater capacity (i.e., 300 ERCs total in that case) will be added to the water and wastewater capacity provided by the City to the Authority for the Ayrshire Project. At such time as the Authority's capacity is available, potable water and sanitary sewer will be served on a permanent basis by the Authority and the temporary arrangement described herein shall cease.

2. All of the costs of interconnection for extending City utility services to the Authority, albeit on a temporary basis, shall be borne by the Authority and/or the Ayrshire Project, as determined between the Authority and DR Horton Homes.

DONE AND EXECUTED on the dates indicated below in Clay County, Florida.

CITY OF GREEN COVE SPRINGS,
a municipal corporation of the State of Florida.

Date: _____

By: _____

Van Royal
Mayor

Attest:

Erin West, Clerk

APPROVED AS TO FORM:

Laurie James Arnold, III
City Attorney

CLAY COUNTY UTILITY AUTHORITY

Date: _____

By: _____

Chairman

Attest:

Janice Loudermilk
Clerk

APPROVED AS TO FORM:

Grady H. Williams, Jr., Esq.