

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

THIS FOURTH 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, on May 2, 2021 the parties entered into the Second Addendum to said Interlocal Agreement 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 Rookery (formerly 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.

WHEREAS, on October 18, 2022, the City and Authority entered into the Third Addendum to the Interlocal Agreement, revising the limits of the water and sewer service territory as certain parcels inside the Authority's service territory were only practical for the city to serve.

WHEREAS, in reviewing a request for wastewater treatment services from Batton Lakes RV Park, it was determined that the Authority did not have wastewater services in the area, but the City has additional capacity available at its South Wastewater Treatment Facility.

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, pursuant to the terms and conditions of the Interlocal Agreement and the First Addendum, Second Addendum and Third Addendum thereto referenced hereinabove, agrees to make temporary wastewater treatment plant capacity in the approximate amount of forty-thousand gallons per day (40,000 GPD) through 2025 available to the Authority by which it may provide retail service to the Batton Lakes RV Park 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 Batton Lakes RV Park..

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: _____
Constance W. Butler, Mayor

Attest:

Erin West, Clerk

APPROVED AS TO FORM:

James Arnold, III
City Attorney

CLAY COUNTY UTILITY AUTHORITY

Date: _____

By: _____
Wendell Davis
Chairman

Attest:

Janice Loudermilk
Clerk

APPROVED AS TO FORM:

Grady H. Williams, Jr., Esq.