

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND
THE CITY OF ORANGE CITY AGREEING TO TERMINATE THE
SETTLEMENT AGREEMENT DATED FEBRUARY 16, 1989, REGARDING
UTILITY SERVICE AREAS AND THE EXCLUSIVE WHOLESALE SEWAGE
TREATMENT AND DISPOSAL AGREEMENT DATED FEBRUARY 16, 1989,
BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF ORANGE CITY
AND REPLACING THESE AGREEMENTS WITH THIS INTERLOCAL FOR
WATER, WASTEWATER, AND RECLAIMED WATER SERVICE BOUNDARY
AREA**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the County of Volusia, a political subdivision of the State of Florida (County), and the City of Orange City, a Florida Municipal Corporation (City), to terminate the Settlement Agreement dated February 16, 1989, between the County and the City (collectively, the Parties) and replace the settlement with this Agreement for water, wastewater, and reclaimed water service boundary area.

WHEREAS, the County and City entered into a settlement agreement dated February 16, 1989 to resolve a lawsuit, City of Orange City v. Volusia County and West Volusia Utilities, Inc., Case No. 86-8436-CA-03, which demarcated potable water and wastewater service areas between the County and the City (1989 Settlement Agreement); and

WHEREAS, the Parties entered into a First Amendment on October 21, 2005, to the 1989 Settlement Agreement to establish the rights and obligations of the Parties to provide water and wastewater services in the area designated in the 1989 Settlement Agreement as the Northeast Optional Area; and

WHEREAS, the Parties agree that the conditions and circumstances surrounding the 1989 Settlement Agreement and subsequent First Amendment have changed due to a variety of factors including increased growth and expansion of the City's and County's Utilities, such that a new agreement is necessary to better define the utility responsibilities and the service boundary area between the Parties; and

WHEREAS, the City adopted Ordinance No. 92-2-2, which created a utility service area for the City, pursuant to Chapter 180, Florida Statutes; and

WHEREAS, the Parties recognize that conditions and circumstances surrounding the Exclusive Wholesale Sewage Treatment and Disposal Agreement (1989 Wastewater Agreement) entered into on the same date as and in conjunction with the 1989 Settlement Agreement have also changed such that a new agreement is necessary to better define the wastewater relationship among the Parties; and

WHEREAS, upon execution of this Agreement as defined herein, the Parties agree that the 1989 Settlement Agreement, as amended, and the 1989 Wastewater Agreement shall terminate and the Parties shall be bound by this Agreement for all utility services and the Orange City service boundary area (SBA) as depicted and described in Exhibit A; and

WHEREAS, the Parties are aware that other agreements were entered into between the City and the County that referenced and took into consideration the 1989 Settlement Agreement and the 1989 Wastewater Agreement, as listed in Exhibit B, and those other agreements too shall terminate upon execution of this Agreement; and

WHEREAS, the Parties agree, that unless specifically named herein as being terminated by the Parties or contained in Exhibit B, all other agreements between the Parties shall remain in full force and effect after execution of this Agreement; and

WHEREAS, it is in the interest of both Parties to cooperate in accommodating anticipated regional growth by providing efficient and cost effective potable water, wastewater, and reclaimed water services; and

WHEREAS, the Parties agree that the County shall remain the wholesale provider to the City for wastewater treatment and reclaimed water supply and the City shall remain or become the retail service provider for potable water, wastewater, and reclaimed service within the SBA described in Exhibit A; and

WHEREAS, the City agrees to accept ownership of the associated wastewater infrastructure, and the County quit claims its interests in said wastewater infrastructure described within Exhibit C.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, including the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

Section 1.0 Recitals

1.1 The recitals set forth above are true and correct and are intended to form a material part of this Interlocal Agreement.

Section 2.0 Potable Water Service

2.1 The City shall have the sole and exclusive right to provide potable water, both on a wholesale and retail basis, within the SBA as described in Exhibit A.

Section 3.0 Provision of Wastewater Service

3.1 Wastewater Service. The County shall have the exclusive right to provide wholesale wastewater treatment service to the City under the following terms and conditions. The City shall not purchase wholesale wastewater treatment service from any other wastewater treatment provider. In return for the County providing wholesale wastewater treatment service to the City, the City shall have the exclusive right to provide wastewater treatment services to properties located inside of the SBA depicted in Exhibit A. The City shall not provide wastewater treatment services outside of the SBA depicted in Exhibit A, without the prior written consent of the County.

3.2 Existing Wastewater Treatment Capacity. The County acknowledges that it maintains and hereby transfers to the City sufficient wastewater treatment capacity in the County's wastewater treatment facilities to serve existing customers within the developments identified in Exhibit A as existed at the time of execution of this Agreement.

The County acknowledges that the City has previously purchased wastewater treatment capacity in County's wastewater treatment facilities to serve the City's retail wastewater customers that existed at the time of execution of this Agreement, and the following new development under construction: Seventy-nine (79) Equivalent Residential Units (ERU) for Shadow Ridge Phase II, five, (5) ERUs for Florida Cardiopulmonary located at 915 Harley Strickland, sixteen (16) ERUs for CERTUS located at 675 Veterans Memorial, and eight (8) ERUs for NexCore located at 1701 Veterans Memorial.

By executing this Agreement, the City acknowledges that it does not own surplus wastewater treatment capacity in the County's wastewater treatment facilities other than the capacities identified above.

3.3 Future Capacity Purchases. The County agrees to reserve future wastewater treatment capacity upon the City's payment of the County's wastewater connection impact fee per ERU at the rate established by County ordinance.

3.4 Wholesale Wastewater User Charges. The County agrees to provide treatment and disposal of the City's wastewater for a user charge of 86% of the County's retail rate. The retail rate shall be adjusted from time to time as allowed by County Ordinance or as approved by the County Council.

3.5 Wastewater Metering. There are points of connection from the City's wastewater system to the County's wastewater transmission system existing at the time of execution of this agreement. Flows from the existing points of connection are metered by existing metering equipment owned by the County. The County shall be responsible for operation, maintenance and replacement of the existing metering equipment. The existing metering equipment shall be calibrated annually by the County with City concurrence in order to record flow accurately within industry standards. The City shall furnish and install all new metering equipment at new point(s) of connection to the County's wastewater transmission system, which points of connection shall be mutually agreed upon by the Parties. New metering equipment installed by the City shall be capable of measuring all new wastewater flow from the City to the County. The metering equipment shall become the property of the County, and County shall be responsible for operation, maintenance and replacement of the metering equipment. The metering equipment shall be calibrated annually by the County with City concurrence in order to record flow accurately within industry standards.

Section 4.0 Reclaimed Water Service

4.1 Reclaimed Water Service. The City shall have the exclusive right to provide retail reclaimed water services within the SBA described in Exhibit A. The County shall have the exclusive right to provide wholesale reclaimed water service to the City within the SBA described in Exhibit A.

4.2 Wholesale Reclaimed Water User Charges. The County agrees to provide

reclaimed water to the City for a user charge of 86% of the County's retail rate. The retail rate shall be adjusted from time to time as allowed by County Ordinance and/or as approved by the County Council.

4.3 Reclaimed Water Metering. There are points of connection from the City's reclaimed water system to the County's reclaimed water transmission system existing at the time of execution of this agreement. Flows from the existing points of connection are metered by existing metering equipment owned by the County. The County shall be responsible for operation, maintenance and replacement of the existing metering equipment. The existing metering equipment shall be calibrated annually by the County with City concurrence in order to record flow accurately within industry standards. The City shall furnish and install all new metering equipment at new point(s) of connection to the County's reclaimed water transmission system, which points of connection shall be mutually agreed upon by the Parties. New metering equipment installed by the City shall be capable of measuring all new reclaimed water flow from the County to the City. The metering equipment shall become the property of the County, and County shall be responsible for operation, maintenance and replacement of the metering equipment. The metering equipment shall be calibrated annually by the County with City concurrence in order to record flow accurately within industry standards.

Section 5.0 Transfer of County's Wastewater Utilities Infrastructure within the SBA

5.1 Upon execution of this Agreement, the County agrees to execute Exhibit C and the City agrees to accept ownership of the wastewater utilities infrastructure system (System) described and shown within Exhibit C.

5.2 The County agrees to perform the following work within twelve (12) months of execution of this Agreement:

- A. Replace the piping internal to Lift Station #57 located within John Knox Village.
- B. Replace the deck on top of the wet well of Lift Station #9 located within the Orange Tree mobile home park.
- C. Make point repairs of cracks and chemically treat root intrusions in the gravity collection system located on Industrial Drive. Specific repair locations are identified in the June 2017 report, "Industrial Dr. Cleaning and Internal Television Inspection of Sanitary Sewer", prepared for the City of Orange City by the Altair Environmental Group, LLC, as contained in Exhibit D.

5.3 The City may contract with the County for maintenance of any of the transferred infrastructure described in Exhibit C. Any maintenance agreement shall be executed separately from this Agreement describing the infrastructure the County agrees to maintain, the length of time the maintenance is required, and the County's fee schedule.

5.4 In consideration of the County's transfer and conveyance of its interests in the System, the City agrees to assume any and all obligations and liabilities arising from the operation of the System from and after the date of the transfer of the System (Exhibit C), including, but not limited to, all costs related to

maintenance, except as agreed to herein, permitting, capital improvements, and administrative and billing responsibilities.

5.5 In addition to acceptance of the System contained within Exhibit C, the City agrees to accept the assignment of the Sewer Service Agreement for John Knox Village of Central Florida, Inc., (Assignment) by entering into this Agreement and executing the documents contained in Exhibit E.

Section 6.0 Service Standards The County agrees to comply with all state, regional and federal requirements and rules applicable to the provision of wastewater treatment and reclaimed water supply to the public. Notwithstanding the above, the County does not guarantee or warrant any special service, pressure, quality, capacity, availability or other facility other than what is required to fulfill a duty of reasonable care to the customers to whom it provides such wastewater and reclaimed water services.

Section 7.0 Annexation

7.1 Nothing in this Agreement shall prohibit the City from annexing real property where a request for annexation pursuant to Section 171.044, Florida Statutes, is made by a property owner, or where previously executed covenants to support annexation exist. If annexation by the City occurs outside of the SBA, the Parties may agree to amend the SBA accordingly by written amendment to this Agreement.

Section 8.0 Miscellaneous

8.1 Subject to the limitations provided in Section 768.28, Florida Statutes, and Section 8.6 herein, and without otherwise waiving sovereign immunity, the City shall indemnify and hold harmless the County from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, related to the System and the Assignment arising after the effective date of this Agreement.

8.2 This Agreement is solely for the benefit of the County and the City, and no right or cause of action shall accrue to or for the benefit of any third party that is not a party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the County or the City any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it, and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the County and the City.

8.3 The validity, construction, and performance of this Agreement shall be governed by the laws of the State of Florida. In the event of the litigation of any dispute between the Parties regarding this Agreement, the venue of such litigation shall be Volusia County, Florida.

8.4 If any portion of the Agreement is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement.

8.5 This Agreement shall become effective when it is last approved and executed by the County and the City and may be recorded by either Party.

8.6 The County and the City each expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Each party shall be liable for its own actions and negligence. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature, or may be adopted by the Florida Legislature, and liability of any party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including, but not limited to, a claim sounding in tort, equity or contract.

8.7. This Agreement may not be assigned or transferred in any manner without prior written permission of the other party, which, absent consent by either party, any assignment or transfer of this Agreement shall be void.

8.8 Waiver by either party for breach of any covenant or provision of this Agreement shall not be deemed to constitute a waiver of any preceding or subsequent breach of the same or any other covenant or provision. Failure to object to or enforce this Agreement as to a breach of any covenant or provision contained herein shall not constitute a waiver of such breach.

8.9 In the event of any dispute concerning the interpretation or obligations of either party under this Agreement, the Parties shall attempt in good faith to resolve any dispute through discussion between the City and County Managers or their representatives, or by any form of dispute resolution to which the Parties may agree. The Parties shall comply with any applicable requirements of the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

8.10 The captions or section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or otherwise affect the substance of this Agreement.

8.11 This Agreement may be executed in any number of counterparts, the aggregate of which shall constitute a single document, and electronic or facsimile signatures shall be deemed original signatures.

8.12 Each Party shall, upon written request from the other Party and with no obligation to incur substantial costs, take reasonable steps to aid the other Party to obtain any required approval or permit from any relevant governmental entity or to otherwise aid the other Party in carrying out its functions and obligations as contemplated by this Agreement.

Section 9.0 Notices

9.1 All notices required to be given by either party under this Agreement shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or in person:

- (a) City of Orange City
 ATTN: City Manager
 205 East Graves Avenue
 Orange City, FL 32763

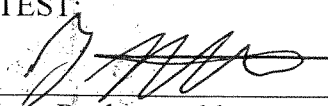
- (b) County of Volusia
 ATTN: County Manager
 123 West Indiana Avenue
 DeLand, FL 32720

9.2 Either party may, by written notice to the other party as provided herein above, change the address for any subsequent notice.

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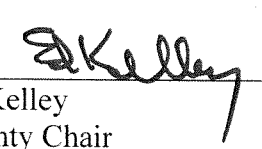
IN WITNESS WHEREOF, the parties hereto executed this Interlocal Agreement, by and through their duly authorized representatives, on the respective dates below.

ATTEST:



George Recktenwald
Interim County Manager

COUNTY OF VOLUSIA, FLORIDA

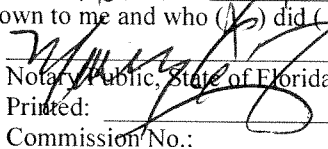


Ed Kelley
County Chair

DATE: 10/16/2018

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 16 day of October, 2018, by **Ed Kelley**, as **County Chair** of the County of Volusia, who is personally known to me and who (X) did () did not take an oath.

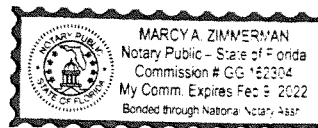


Notary Public, State of Florida

Printed: _____

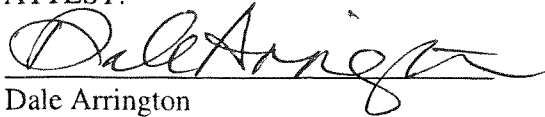
Commission No.: _____

Expiration: _____

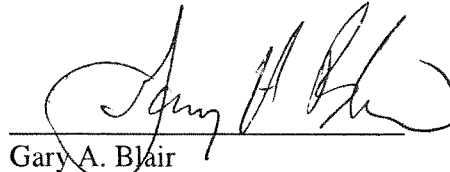


CITY OF ORANGE CITY, FLORIDA

ATTEST:



Dale Arrington
City Manager

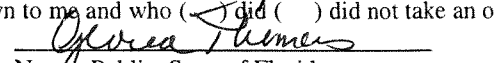


Gary A. Blair
Mayor

DATE: September 25, 2018

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 25th day of September, 2018, by **Gary A. Blair**, as **Mayor** of the City of Orange City, who is personally known to me and who (☒) did (☐) did not take an oath.


Notary Public, State of Florida
Printed: Gloria Thomas
Commission No.: GG253280
Expiration: September 12, 2022



GLORIA W THOMAS
Commission # GG 253280
Expires September 12, 2022
Bonded Thru Budget Notary Services

**VOLUSIA COUNTY
WASTEWATER INFRASTRUCTURE
TO BE TRANSFERRED TO
ORANGE CITY**

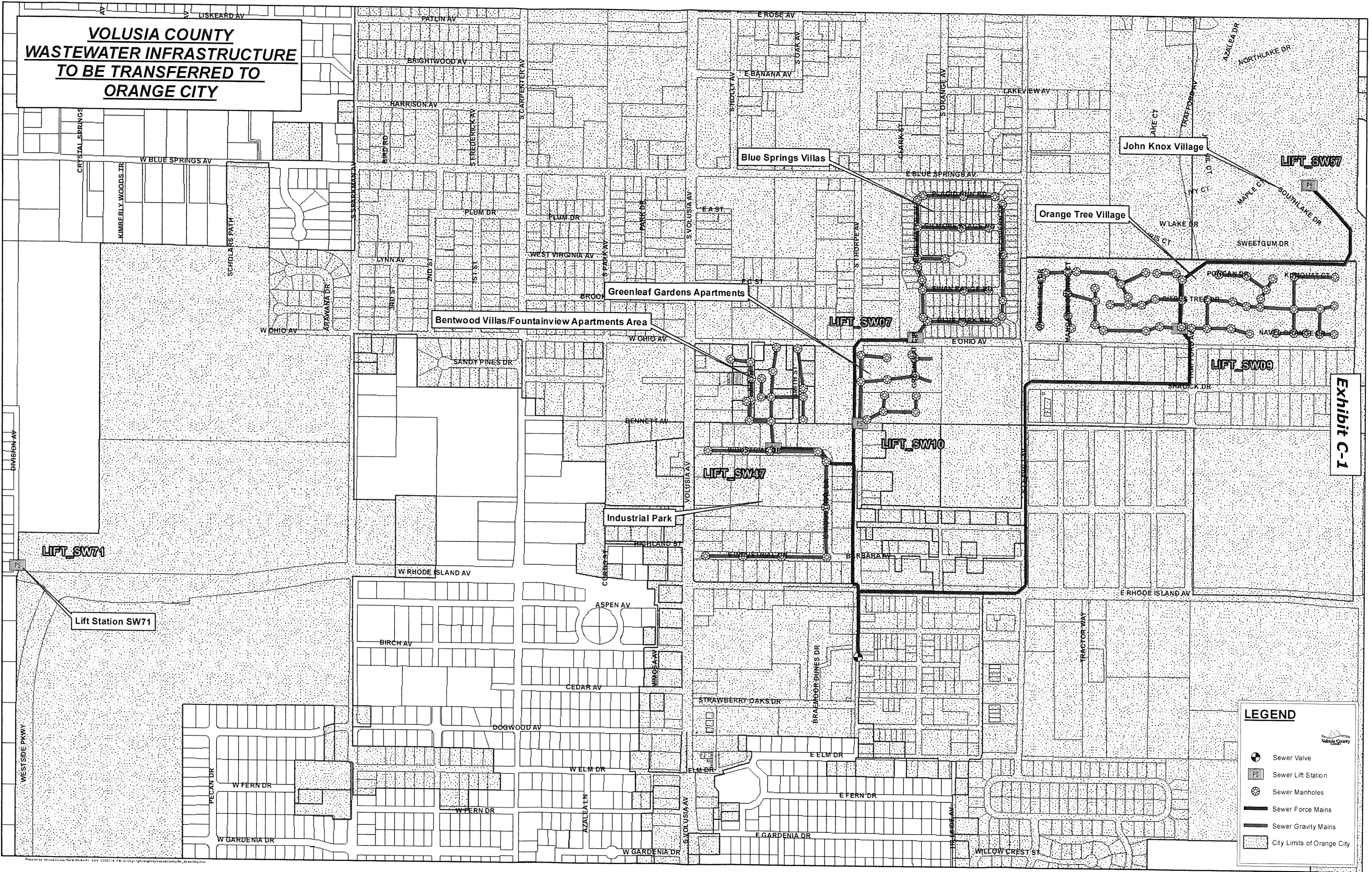
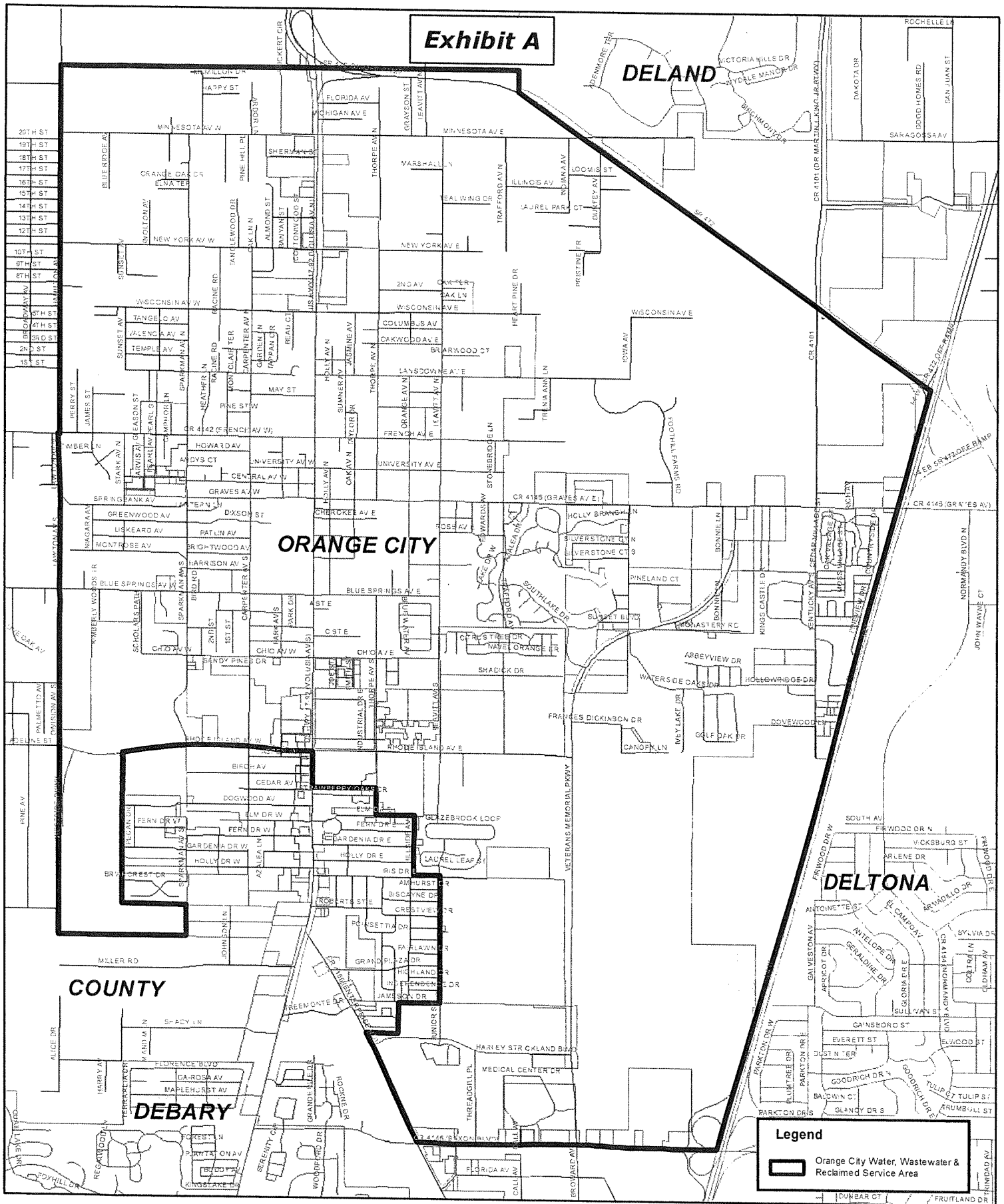


Exhibit C-1



ORANGE CITY WATER, WASTEWATER & RECLAIMED SERVICE AREA



Public Works Department/Utilities/RJ
County of Volusia
Date: 02/08/18
File: G:\Ongoing\WaterUtil\OrangeCity
(Proposed Service Area Adjustment)
OrangeCityServiceArea_020818



NOT TO SCALE

Exhibit A

Legal Description: (Orange City Water, Wastewater & Reclaimed Service Area)

A portion of land lying in a portion of Sections 32, 33 and 34, Township 17 South, Range 30 East, Volusia County, Florida

Together with

Sections 2, 3, 11 and 12 and a portion of Sections 1, 10, 13, 14, 15, 23 and 24, Township 18 South, Range 30 East, Volusia County, Florida

Together with

A portion of Sections 6, 7 and 18, Township 18 South, Range 31 East, Volusia County, Florida

All together being more particularly described as follows:

Beginning at the intersection of the North line of Section 1, Township 18 South, Range 30 East with the centerline of State Road 472; thence run Southeasterly, along said centerline, to its intersection with the centerline of State Road 400 (Interstate #4); thence run Southwesterly, along said centerline to its intersection with the centerline of Saxon Boulevard (County Road #4146); thence run West, along said centerline, to its intersection with Enterprise Road (County Road #4156); thence run Northwesterly, along said centerline, to its intersection with the Westerly projection of the south line of those lands as described in Official Records Book 7295, Page 3038 of the Public Records of Volusia County, Florida; thence run East, along said Westerly projection and the South line of said lands to the Southeast corner thereof; thence run North, along the East line of said lands and the northerly projection thereof, to its intersection with the centerline of Jameson Drive; thence run East, along said centerline, to its intersection with the centerline of Junior Street; thence run North along said centerline, to its intersection with East Iris Drive; thence run West, along said centerline, to its intersection with the centerline of Hillside Avenue; thence run North, along said centerline, to its intersection with the centerline of East Elm Drive; thence run West, along said centerline, to its intersection with the East line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of aforementioned Section 14, Township 18 South, Range 30 East; thence run North, along said Line, to its intersection the centerline of Strawberry Oaks Drive or the Easterly projection thereof; thence run West along said centerline, to its intersection with the centerline of South Volusia Avenue (State Road 15/600); thence run North along said centerline, to its intersection with the centerline of Rhode Island Avenue; thence run Westerly along said centerline to its intersection with the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 18 South, Range 30 East; thence run South, along said West line, to the South line of said Northwest $\frac{1}{4}$; thence run South along West line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 15, to the Southwest corner of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 15; thence run East, along the south line of said North $\frac{1}{2}$, to the East line of the Southwest $\frac{1}{4}$ of said Section 15; thence run South, along said East line, to the Southeast corner of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 15; thence run West, along the South line of said North $\frac{1}{2}$, to the Southwest corner thereof and the West line of said Section 15; thence run North, along said West line Section 15 to its Northwest corner thereof; thence continue running North along the West lines of aforementioned Section's 10 and 3 to the Northwest corner of said

Section 3; thence continue North, along the northerly projection of the West line of said Section 3 to its intersection with the North line of the South ½ of the South ½ of aforementioned Section 32; thence run East, along said North line to the West line of aforementioned Section 33; thence run East along the North line of the South ½ of the South ½ of said Section 33 to its East line; thence run South, along said East line to its intersection with the centerline of aforesaid State Road 472; thence run East then Southeast, along said centerline, to its intersection with the North line of aforementioned Section 1 and the Point of Beginning.

Less and except the following described parcels:

Those lands described in Official Records Book 6129, Page 233, Official Records Book 6127, Page 248 and Official Records Book 5278, Page 3053 of the Public Records of Volusia County, Florida.

And

Lots 1 through 8, together with, Lots 24 through 38, Block E, DIXIE HIGHLANDS as recorded in Map Book 10, Page 23 of the Public Records of Volusia County, Florida.

And Excepting from SEWER SERVICES ONLY

Those lands described in Official Records Book 4094, Page 1082 and Official Records Book 5299, Page 3293 of the Public Records of Volusia County, Florida.

Exhibit B – List of Terminated Agreements

1. Settlement Agreement by and between Volusia County, Florida, The City of Orange City, Florida and West Volusia Utilities, Inc. 1989
2. Volusia County/City of Orange City, Florida Exclusive Wholesale Sewage Treatment and Disposal Agreement 1989
3. Interlocal Agreement between the City of Orange City, Florida and Volusia County, Florida Implementing Certain Provisions for the Volusia County/City of Orange City, Florida Service Area Exclusive Wholesale sewage Treatment and Disposal Agreement dated February 16, 1989, to provide Certain Sanitary Sewer Service to Orange City Country Village Development, Orange City, Florida 1991
4. Interlocal Agreement between The City of Orange City and Volusia County Related to the Sale and Transfer of the Orange City Industrial Park Water Plant, Water Plant Service Area Provisions for Collection of Sewer Charges 1991
5. First Amendment to Settlement Agreement by and between Volusia County, Florida and the City of Orange City 2005

EXHIBIT C

BILL OF SALE

The County of Volusia, a political subdivision of the State of Florida, whose address is: 123 West Indiana Avenue, DeLand, Florida 32720, "Seller," for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration paid by City of Orange City, Florida, a Florida Municipal Corporation, "Purchaser," the receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Purchaser all associated wastewater infrastructure pursuant to the Second Amendment to the February 16, 1989 Settlement Agreement entered into between the Seller and Purchaser on October 16, 2018, more specifically described as follows:

Exhibit "C-1" (Map and Description Attached)

Purchaser shall have all rights and title to the goods in itself and its assigns. Seller warrants that it is the lawful owner of the goods and the goods area free from all liens and encumbrances. Seller has good right to sell the goods.

IN WITNESS WHEREOF, Seller has executed this Agreement at DeLand
Volusia County, Florida, on 16 day of October, 2018.
Witnesses as to Seller "Seller"

Dora Zakalinsky
Print Name:

MARY A. Zimmerman
Print Name:

By: Ed Kelley
Ed Kelley, County Chair

By: George Recktenwald
George Recktenwald, Interim County Manager

**Exhibit C-1 – Legal Description
Bill of Sale for
Volusia County Utility Wastewater Infrastructure**

Orange Tree Village

Description: Lift Station and sewer collection/transmission infrastructure located within the North ½ of the North ½ of the Southeast ¼ of Section 11, Township 18 South, Range 30 East

Blue Springs Villas

Description: Lift Station and sewer collection/transmission infrastructure located within Blue Springs Villas, M.B. 51, Pages 79 - 81

Greenleaf Gardens Apartments

Description: Lift Station and sewer collection/transmission infrastructure located within Lot 16, Block 29 Assessors Sub of Orange City, Map Book 3, Page 86 and Map Book 16, Page 54 per O.R. Book 2963, Page 1850 and O.R. Book 4035, Page 3706

Bentwood Villas / Fountainview Apartments Area

Description: Sewer collection/transmission infrastructure located within the area bounded by South Volusia Avenue on the west, East Ohio Avenue on the north, South Thorpe Avenue on the east, and Industrial Drive to the south.

Industrial Park

Description: Lift Station and sewer collection/transmission infrastructure located within Orange City Industrial Park, M.B. 36, Page 94

Lift Station SW #71

Description: Lift Station and sewer collection/transmission infrastructure located within the easement recorded in O.R. Book 4290, Page 3439

Sewer Force Mains within Public Rights of Way

Description: Lift Station and sewer collection/transmission infrastructure located within Division Avenue, Trafford Avenue, Shadick Drive, South Leavitt Avenue, East Rhode Island Avenue, East Ohio Avenue, and all of South Thorpe Avenue north of the inline force main valve located approx. 550 feet south of Rhode Island Avenue

**City of Orange City,
Orange City, Florida**

Industrial Dr.

**Cleaning and Internal Television Inspection of
sanitary sewer.**

Prepared for City of Orange City

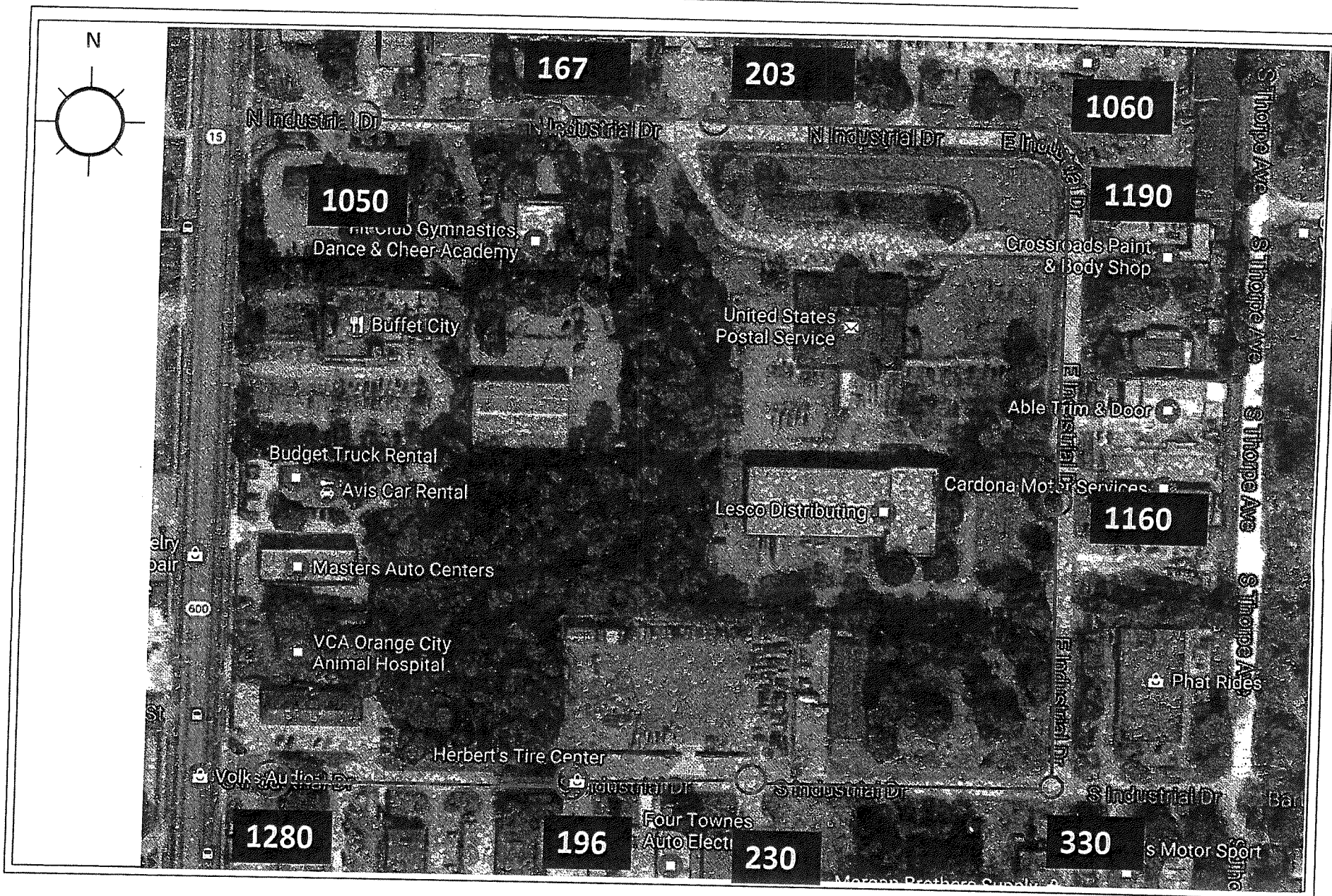
by:

**Altair Environmental Group, LLC
710 South Milwee Street
Longwood, Florida 32750
Office (407) 339 – 7134
Fax (407) 339 – 6618**

E-Mail: admin@altairenvironmental.com

Website: www.altairenvironmental.com

June, 2017



Altair Environmental Group, LLC
 710 South Milwee Street
 Longwood, Florida, 32750
 Phone: 407-339-7134
 Fax: 407-339-6618



Observations by Inspections

SITE DATA

Mainline ID:		City:		Address:	
S-1280-S-196		ORANGE CITY		S. INDUSTRIAL DR	
Upstream node:	Depth:	Downstream node:	Depth:	Pipe type:	Pipe shape:
S-1280		S-196	4.4	Clay	Circular
					Pipe height: Pipe width:
					8 8

INSPECTION DATA

Map No:	Scheduled date:	Start date/time:	End date/time:
	6/5/2017 9:45:37 AM	6/5/2017 9:47:36 AM	6/5/2017 10:12:54 AM
Surveyed footage:	Status:	Operator:	Work order no.:
301.0	Stopped	T.GARVEY	17032
Reason:	Weather:	Condition:	Direction of Inspection
Assessment	Dry		Upstream
Comments			

OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments:
0.0				START AGAINST FLOW		
0.0				Manhole		S-196
0.0				Water Level		5%
10.0				Root-in-Joint		
39.7				Crack	Circular - Narrow	HINGED
76.7		3		Lateral		
89.1		9		Lateral		
130.8				Crack	Circular - Narrow	HINGED
160.8		6		Crack		HINGED
206.6		4	8	Crack		HINGED

Altair Environmental Group, LLC
710 South Milwee Street
Longwood, Florida, 32750
Phone: 407-339-7134
Fax: 407-339-6618



OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments
283.2		12	12	Root-in-Joint	Light	
293.0		12	12	Root-in-Joint		
298.4		12	12	Root-in-Joint		
301.0				Manhole		S-1280
301.0				STOP		

Altair Environmental Group, LLC
 710 South Milwee Street
 Longwood, Florida, 32750
 Phone: 407-339-7134
 Fax: 407-339-6618



Observations by Inspections

SITE DATA

Mainline ID: S-196-S-230 City: ORANGE CITY Address: S. INDUSTRIAL DR

Upstream node: S-196 Depth: 4.4 Downstream node: S-230 Depth: 4.4 Pipe type: Clay Tile Pipe shape: Circular Pipe height: 8 Pipe width: 8

INSPECTION DATA

Map No: Scheduled date: 6/5/2017 10:27:31 AM Start date/time: 6/5/2017 10:27:59 AM End date/time: 6/5/2017 10:45:19 AM

Surveyed footage: 303.7 Status: Stopped Operator: T.GARVEY Work order no.: 17032

Reason: Assessment Weather: Dry Condition: Direction of Inspection: Downstream

Comments

OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments:
0.0				START WITH FLOW		
0.0				Manhole		S-196
0.0				Water Level		5%
61.5	2			Crack	ongitudinal - Narro	
109.1	3			Lateral		
126.6	9			Lateral		
204.2				Joint Offset		
303.7				Manhole		S-230
303.7				STOP		

Altair Environmental Group, LLC
 710 South Milwee Street
 Longwood, Florida, 32750
 Phone: 407-339-7134
 Fax: 407-339-6618



Observations by Inspections

SITE DATA

Mainline ID: S-330-S-1160 City: ORANGE CITY Address: E. INDUSTRIAL DR

Upstream node: S-330 Depth: 4.4 Downstream node: S-1160 Depth: 4.2 Pipe type: Clay Pipe shape: Circular Pipe height: 8 Pipe width: 8

INSPECTION DATA

Map No: Scheduled date: 6/5/2017 11:05:07 AM Start date/time: 6/5/2017 11:06:24 AM End date/time: 6/5/2017 11:44:06 AM

Surveyed footage: 400.0 Status: Stopped Operator: T.GARVEY Work order no.: 17032

Reason: Assessment Weather: Dry Condition: Direction of Inspection: Upstream

Comments:

OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments:
0.0				START AGAINST FLOW		
0.0				Manhole		S-1160
0.0				Water Level		5%
11.5		12	12	Root-in-Joint		
16.9		12	12	Root-in-Joint		
22.0		12		Root-in-Joint		
27.2		12	12	Root-in-Joint		
32.1		12	12	Root-in-Joint		
37.1		1	6	Root-in-Joint		
43.2		9		Lateral		ROOTS AT FIRST JOINT



OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments
49.1		4		Root-in-Joint		
64.5		12	12	Root-in-Joint		
69.7		12	12	Root-in-Joint		
74.8		12	12	Root-in-Joint		
79.4		12	12	Root-in-Joint		
84.6		12	12	Root-in-Joint		
89.7		12	12	Root-in-Joint		
94.9		12	12	Root-in-Joint		
99.7		12	12	Root-in-Joint		
106.7		12	12	Root-in-Joint		
111.3				Root-in-Joint		
115.8				Root-in-Joint		
120.1				Root-in-Joint		
125.3				Root-in-Joint		
130.8				Root-in-Joint		
136.2				Root-in-Joint		
140.9				Root-in-Joint		
146.2				Root-in-Joint		
151.1				Root-in-Joint		
156.3				Root-in-Joint		
161.7				Root-in-Joint		
166.6				Root-in-Joint		
172.2				Root-in-Joint		
191.9				Root-in-Joint		
207.7				Root-in-Joint		
212.2				Root-in-Joint		
218.0				Root-in-Joint		
223.6				Root-in-Joint		
227.3				Root-in-Joint		
238.1				Root-in-Joint		



OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments
249.4		9		Root-in-Lateral		
255.4				Root-in-Joint		
275.9				Root-in-Joint		
368.6		9		Lateral		
373.6				Root-in-Joint		
378.5				Root-in-Joint		
383.7				Root-in-Joint		
385.3		9		Lateral		
386.1				Root-in-Joint		
400.0				Manhole		S-330
400.0				STOP		

Altair Environmental Group, LLC
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Observations by Inspections

SITE DATA

Mainline ID: **S-1160-S-1090** City: **ORANGE CITY** Address: **E. INDUSTRIAL DR**

Upstream node: **S-1160** Depth: **4.2** Downstream node: **S-1090** Depth: **4.1** Pipe type: **Clay** Pipe shape: **Circular** Pipe height: **8** Pipe width: **8**

INSPECTION DATA

Map No: Scheduled date: **6/5/2017 11:56:01 AM** Start date/time: **6/5/2017 11:56:19 AM** End date/time: **6/5/2017 12:15:40 PM**

Surveyed footage: **355.1** Status: **Stopped** Operator: **T.GARVEY** Work order no.: **17032**

Reason: **Assessment** Weather: **Dry** Condition: Direction of Inspection: **Downstream**

Comments

OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments:
0.0				START WITH FLOW		
0.0				Manhole		S-1160
0.0				Water Level		5%
4.0				Root-in-Joint		
54.9				Root-in-Joint		
60.7				Root-in-Joint		
70.9				Root-in-Joint		
75.8				Root-in-Joint		
86.2				Root-in-Joint		
95.4				Sag		

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Fax: 407-339-6618



OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments
158.3	3			Lateral		
194.5				Root-in-Joint		
230.3				Root-in-Joint		
254.6				Sag		
355.1				Manhole		S-1090
355.1				STOP		

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 Fax: 407-339-6618



Observations by Inspections

SITE DATA

Mainline ID:		City:		Address:			
S-230-S-330		ORANGE CITY		S.INDUSTRIAL DR			
Upstream node:	Depth:	Downstream node:	Depth:	Pipe type:	Pipe shape:	Pipe height:	Pipe width:
S-230	4.4	S-330	4.4	Clay	Circular	8	8

INSPECTION DATA

Map No:	Scheduled date:	Start date/time:	End date/time:
	6/5/2017 1:15:36 PM	6/5/2017 1:22:27 PM	6/5/2017 1:42:27 PM
Surveyed footage:	Status:	Operator:	Work order no.:
352.6	Stopped	T.GARVEY	17032
Reason:	Weather:	Condition:	Direction of Inspection
Assessment	Dry		Downstream
Comments			

OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments:
0.0				START WITH FLOW		
0.0				Manhole		S-230
0.0				Water Level		5%
11.9		3		Lateral		
24.2		9		Lateral		
204.4		3		Lateral		
226.6		9		Lateral		
352.6				Manhole		S-330
352.6				STOP		

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 Fax: 407-339-6618



Observations by Inspections

SITE DATA

Mainline ID: S-1050-S-167 City: ORANGE CITY Address: N. INDUSTRIAL DR
 Upstream node: S-1050 Depth: S-167 Downstream node: 4.3 Pipe type: Clay Pipe shape: Circular Pipe height: 8 Pipe width: 8

INSPECTION DATA

Map No: Scheduled date: 6/5/2017 2:01:40 PM Start date/time: 6/5/2017 2:02:26 PM End date/time: 6/5/2017 2:22:37 PM
 Surveyed footage: 306.4 Status: Stopped Operator: T.GARVEY Work order no.: 17032
 Reason: Weather: Light Rain Condition: Direction of Inspection: Upstream
 Assessment: Comments:

OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments:
0.0				START AGAINST FLOW		
0.0				Manhole		S-167
0.0				Water Level		5%
92.1	9			Lateral		
99.2	3			Lateral		
161.0	4	8		Crack		HINGED
161.4	8			Crack	ongitudinal - Narro	
171.1	3	9		Crack	Circular - Narrow	HINGED
191.7	4	8		Crack		HINGED
196.9				Crack		HINGED

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Fax: 407-339-6618



OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments
284.9		9		Lateral		
292.0		3		Lateral		
306.4				Manhole		S-1050
306.4				STOP		

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 Fax: 407-339-6618



Observations by Inspections

SITE DATA

Mainline ID: S-167-S-203 City: ORANGE CITY Address: N. INDUSTRIAL DR
 Upstream node: S-167 Depth: 4.3 Downstream node: S-203 Depth: Pipe type: Clay Pipe shape: Circular Pipe height: 8 Pipe width: 8

INSPECTION DATA

Map No: Scheduled date: 6/5/2017 2:30:31 PM Start date/time: 6/5/2017 2:30:59 PM End date/time: 6/5/2017 2:46:26 PM
 Surveyed footage: 214.3 Status: Stopped Operator: T.GARVEY Work order no.: 17032
 Reason: Weather: Condition: Direction of Inspection: Downstream
 Assessment: Showers
 Comments:

OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments:
0.0				START WITH FLOW		
0.0				Manhole		S-167
0.0				Water Level		5%
108.0	9			Lateral		
115.1	3			Lateral		
212.8	3			Crack	ongitudinal - Narro	
214.3				Manhole	POINT REMAIN	S-203, LIFT STATION
214.3				STOP		

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 Fax: 407-339-6618



Observations by Inspections

SITE DATA

Mainline ID: S-1090-S-1060 City: ORANGE CITY Address: N. INDUSTRIAL DR

Upstream node: S-1090 Depth: 4.1 Downstream node: S-1060 Depth: 5.4 Pipe type: Clay Pipe shape: Circular Pipe height: 8 Pipe width: 8

INSPECTION DATA

Map No: Scheduled date: 6/5/2017 3:03:36 PM Start date/time: 6/5/2017 3:04:00 PM End date/time: 6/5/2017 3:10:46 PM

Surveyed footage: 105.1 Status: Stopped Operator: T.GARVEY Work order no.: 17032

Reason: Assessment Weather: Dry Condition: Direction of Inspection: Upstream

Comments:

OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments:
0.0				START AGAINST FLOW		
0.0				Manhole		S-1060
0.0				Water Level		5%
96.4	9			Lateral		
105.1				Manhole		S-1090
105.1				STOP		

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Observations by Inspections

SITE DATA

Mainline ID: S-1060-S-203 City: ORANGE CITY Address: N. INDUSTRIAL DR

Upstream node: S-1060 Depth: 5.4 Downstream node: S-203 Depth: Pipe type: Clay Pipe shape: Circular Pipe height: 8 Pipe width: 8

INSPECTION DATA

Map No: Scheduled date: 6/5/2017 3:15:04 PM Start date/time: 6/5/2017 3:15:28 PM End date/time: 6/5/2017 3:50:27 PM

Surveyed footage: 362.1 Status: Stopped Operator: T.GARVEY Work order no.: 17032

Reason: Assessment Weather: Dry Condition: Direction of Inspection: Downstream

Comments:

OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments:
0.0				START WITH FLOW		
0.0				Manhole		S-1060
0.0				Water Level		5%
1.0				Infiltration		STAINS
1.0	12	12		Crack		WITH STAINS
10.0	3			Lateral		
92.7	8			Lateral		
179.3	12	12		Root-in-Joint		
190.7	3			Root-in-Lateral		
211.7	12			Root-in-Joint		

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 Fax: 407-339-6618



OBSERVATIONS

Footage	Length	From	To	Code	Modifiers	Comments
267.1		11	1	Root-in-Joint		
287.5				Infiltration		WITH STAINS
292.3		11	3	Root-in-Joint	REPAIR	
311.1				Sag	←	
312.4				General Observation		CHIP JOINT
313.6		9		Lateral		
314.4				Joint - Infiltration	REPAIR	STAINS
361.4		12	12	Crack	Circular - Narrow	
362.1				Manhole		S-203, LIFTSTATION
362.1				STOP		

EXHIBIT E

AGREEMENT FOR ASSIGNMENT OF SEWER SERVICE AGREEMENT FOR JOHN KNOX VILLAGE OF CENTRAL FLORIDA, INC., BETWEEN COUNTY OF VOLUSIA AND CITY OF ORANGE CITY, FLORIDA

This **Agreement for Assignment of Sewer Service Agreement for John Knox Village of Central Florida, Inc., between County of Volusia, Florida, and City of Orange City, Florida**, ("Agreement") is entered into by the County of Volusia, Florida, a political subdivision of the State of Florida, with its administrative offices located at 123 West Indiana Avenue, DeLand, Florida 32720-4262 ("Assignor"), and the City of Orange City, Florida, a Florida Municipal Corporation, with its principal address located at 205 East Graves Avenue, Orange City, Florida 32763 (hereinafter referred to as "Assignee").

RECITALS

WHEREAS, on May 31, 1984, Assignor entered into a Sewer Service Agreement with John Knox Village of Central Florida, Inc., a copy of which is attached hereto and incorporated herein as **Exhibit E-1**; and

WHEREAS, Assignor and Assignee have agreed to redefine the potable and wastewater service boundaries; and

WHEREAS, the May 31, 1984, Sewer Service Agreement with John Knox Village of Central Florida, Inc., (Sewer Service Agreement) remains in effect, and the Assignor desires to transfer the Sewer Service Agreement to the Assignee together with all pipes, lines, valves, valve boxes, fittings, lift station, equipment structures, auxiliary generators and other goods which comprise a complete sewage lift station and force main system (Property); and

WHEREAS, the Assignee has agreed to assume responsibility for the Assignor's

EXHIBIT E

obligations pursuant to the Sewer Service Agreement from the effective date of the transfer of the Property to the Assignee and accept the assignment of such obligations as set forth therein.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference as a material part of this Agreement, and other specific consideration set forth herein, the receipt and sufficiency of which is acknowledged by the Assignor and Assignee, the parties agree and stipulate as follows:

1. **Assignment.** Pursuant to this Agreement, Assignor assigns to Assignee, and Assignee accepts and assumes all of Assignor's past, present, and accruing duties and obligations pursuant to the terms and conditions of the Sewer Service Agreement which has been attached to this Agreement and is incorporated herein as **Exhibit E-1**.
2. **Bill of Sale.** Assignor and Assignee agree to execute the Bill of Sale incorporated herein as **Exhibit E-2** whereby Assignor shall grant, sell, transfer, convey and deliver to Assignee all pipes, lines, valves, valve boxes, fittings, lift station, equipment structures, auxiliary generators and other goods which comprise a complete sewage lift station and force main system as described in the Bill of Sale.
3. **Assignment of Easement.** Assignor shall assign, transfer, grant, and convey to Assignee all of Assignor's right, title, and interest in and under the utilities easements assigned to Assignor by executing **Exhibit E-3**, in favor of Assignee.
4. **Assignee as Assignor.** Assignor and Assignee agree that following the effective date of this Agreement, any terms referring to the Assignor, as used in the Sewer Service Agreement, shall refer to the Assignee.
5. **Severability.** If any term or provision of this Agreement is to any extent invalid,

EXHIBIT E

illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability, and all other terms hereof shall remain in full force and effect to the extent feasible and to the extent that the purposes of this Agreement and intent of the parties are not frustrated.

6. **Third Party Beneficiaries.** This Agreement shall not be interpreted or otherwise construed to confer any rights or remedies upon any person other than the parties hereto.
7. **Entire Agreement.** This Agreement, together with any exhibits and amendments thereto constitute the entire Agreement among Assignor and Assignee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT E

IN WITNESS WHEREOF, the parties have made and executed this Agreement for
Assignment of Sewer Service Agreement, on the day and year written below.

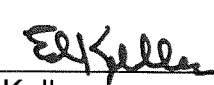
Assignor:

Attest

County of Volusia, Florida

By: 

George Recktenwald
Interim County Manager

By: 

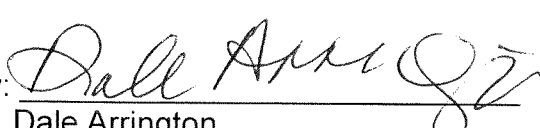
Ed Kelley
County Chair

Date: 10/16/2018

Assignee:

Attest

City of Orange City, Florida:

By: 

Dale Arrington
City Manager

By: 

Gary A. Blair
Mayor

DATE: 11/5/2018

SEWER SERVICE AGREEMENT
FOR
JOHN KNOX VILLAGE OF CENTRAL FLORIDA, INC.

THIS AGREEMENT, made and entered into this 3/11 day of May, 1984, by and between JOHN KNOX VILLAGE OF CENTRAL FLORIDA, INC., its successors and assigns, (hereinafter referred to as "OWNER") and WEST VOLUSIA UTILITIES, INC., a Florida corporation, 125 East Indiana Avenue, Deland, Florida 32720, 734-1077, its successors and assigns, (hereinafter referred to as "SERVICE COMPANY").

W I T N E S S E T H:

WHEREAS, OWNER owns land located in Volusia County, Florida, described in Exhibit "A" attached hereto and made a part thereof, hereinafter referred to as "Property"; and

WHEREAS, OWNER is not desirous of continuing its present sewer services to serve the property, but is desirous of connecting to an existing sewage treatment facility operated by SERVICE COMPANY so occupants of OWNER will receive adequate sewer service; and

WHEREAS, SERVICE COMPANY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, a sewage force main to convert OWNER'S property to SERVICE COMPANY'S existing waste water treatment plant in accordance with plans pertaining thereto agreed upon between OWNER and SERVICE COMPANY.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and for agreements herein contained and assumed, the OWNER and SERVICE COMPANY hereby covenant and agree as follows:

ONE: OWNER hereby grants and gives to SERVICE COMPANY its successors and assigns, the exclusive right to own, maintain and operate sewer facility to serve the property and

9948A/a

the exclusive right to own, maintain and operate said facilities which are located off the property owned by OWNER.

TWO: SERVICE COMPANY hereby agrees that any required grants will be utilized in accordance with the established and generally accepted practices of the industry with respect to the installation of all its facilities in any of the easement areas; and the OWNER'S successors or assigns in granting easements herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other persons, firms or corporations to provide to the property and utility services other than water service.

THREE: OWNER, as a further consideration of this Agreement, and in order to effectuate the foregoing grants to SERVICE COMPANY, hereby places the following covenant, as a covenant running with the land, upon the property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of SERVICE COMPANY as follows:

WEST VOLUSIA UTILITIES, INC., a Florida corporation, or its successors or assigns, has the sole and exclusive right to provide all sewer service to the property described in Exhibit "A".

The OWNER shall pay for the same in accordance with the terms, conditions, tenor and intent of this Agreement, for as long as the aforesaid corporation or its successors, provide such service or either of them, to the property.

FOUR: Upon the continued accomplishments of all the pre-requisites contained in this Agreement to be performed by the OWNER or by SERVICE COMPANY, the SERVICE COMPANY covenants and agrees that it will provide sewer facilities in accordance with the terms and intent of this Agreement. SERVICE COMPANY agrees that once it provides services to the property line of the subdivision and OWNER or others have connected consumer installations to its systems, that thereafter SERVICE COMPANY

will continuously provide, at its cost and expense, in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, sewer service to the property in a manner to conform with all lawfully promulgated requirements of the State Board of Health and other governmental agencies having jurisdiction over the operations of SERVICE COMPANY.

FIVE: To induce SERVICE COMPANY to provide the sewer facilities and service to the property, OWNER hereby covenants and agrees to pay the sums determined as set forth hereafter, in the manner provided for herein, to SERVICE COMPANY for providing sewer service to the property:

1. An impact fee of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS which shall reserve for the OWNER one hundred thousand (100,000) gallons of the capacity of the sewage plant, whether or not such capacity is ever fully utilized by Owner.
2. A fee of THIRTY-ONE THOUSAND SEVEN HUNDRED NINETY (\$31,790.00) DOLLARS for extension of the sewage line to OWNER'S property, subject to a rebate agreement attached hereto as an exhibit.
3. In addition, but not payable to SERVICE COMPANY, OWNER agrees to pay the costs of lift station pumps and their installation to McMahan Construction Company. The price for which is THIRY-SIX THOUSAND NINE HUNDRED TEN (\$36,910.00) DOLLARS.

There shall be no reduction of impact fees by reason of reduced flows determined under Paragraph 9 below.

SIX: The OWNER and the SERVICE COMPANY agree that SERVICE COMPANY has the right to utilize the system described herein to serve property not described herein, provided that such use shall be in accordance with the applicable rules and regulations of all governmental agencies as from time to time have jurisdiction over said system. In addition, the OWNER agrees that the PINE Forest Mobile Home Park, consisting of one hundred sixty-eight (168) mobile home units and the Orange City Elementary School may connect to and receive sewer service through and utilize the lift station and sewer mains located

upon the property of OWNER without any requirement for SERVICE COMPANY to reimburse to OWNER pursuant to the refundable advance provision hereinafter contained in this Agreement, any portion of the cost of such lift station or sewer mains. The OWNER agrees to share the cost of such lift station and sewer mains proportionately with the Pine Forest Mobile Home Park and Orange City Elementary School in accordance with each such parties' respective hydraulic share (based on said parties' proportionate flows) or such other method as such parties shall mutually agree upon.

SEVEN: It is the intent of the parties of this Agreement that the SERVICE COMPANY shall own the various improvements that are located off the property of the OWNER which either the SERVICE COMPANY or OWNER has made to fulfill its obligations pursuant to this Contract. Further, the parties acknowledge by execution of this Agreement that there is a high degree of responsibility on the part of the SERVICE COMPANY to cause said utility system to continue in operation, and thereby permit its proper utilization by the persons being served.

EIGHT: This Agreement shall be binding upon and shall inure to the benefit of the OWNER, SERVICE COMPANY and their respective assigns and corporate successors, by merger, consolidation or conveyance.

NINE: OWNER agrees to pay a monthly fee for sewage service based upon the rates approved, from time to time, by the Florida Public Service Commission. In this regard, SERVICE COMPANY has estimated the monthly costs of such service, in anticipation of the rate which is still to be set by the commission of seventy (\$0.70) cents per one thousand (1000) gallons. The parties estimate the monthly charge to the Village at TWO THOUSAND ONE HUNDRED SEVENTY (\$2,170.00) DOLLARS, but acknowledge that due to the unusual nature of the

use of the OWNER'S property, the one hundred (100) gallon per day per person figure may be either excessive or insufficient. Accordingly, the parties agree to re-evaluate, at any time upon the request of OWNER or SERVICE COMPANY, the flow per person or the total flows from the OWNER'S property in which event the rates and charges provided for in this Agreement shall be adjusted accordingly, including any applicable increase in impact fees.

TEN: Notwithstanding that the entire cost of constructing the off-site main extension referred to in Paragraph 5(2) above shall be advanced to SERVICE COMPANY by OWNER, the parties agree that the cost of such "off-site main extension" shall be apportioned proportionately among all developers and customers connecting to the facilities of SERVICE COMPANY through such off-site facilities and refunds shall be made to the OWNER in connection therewith as hereinafter provided. Each such subsequent developer or customer connecting to SERVICE COMPANY'S sewer system through said facilities, hereinafter called the "subsequent developers" will pay his fair share of the cost of such facilities resulting in a main extension charge being imposed upon each subsequent developer of THIRTY-NINE DOLLARS AND SEVENTY-THREE CENTS (\$39.73) per ERC attributable to such facilities and SERVICE COMPANY shall collect such main extension charges from each subsequent developer. For purposes hereof, one ERC shall be equal to three hundred fifty (350) gallons of sewer capacity per day. SERVICE COMPANY shall for a period ending upon the expiration of three (3) years from the execution of this Agreement, refund to OWNER that portion of the main extension charges paid for by OWNER pursuant to the provisions of Paragraph 5(2) above in excess of his respective share of such costs determined on the basis of THIRTY-NINE DOLLARS AND SEVENTY-THREE CENTS (\$39.73) per ERC. Neither SERVICE COMPANY

nor any subsequent developer will pay any interest upon any refund of OWNER'S advance hereunder. SERVICE COMPANY will make refunds to OWNER on a periodic basis within thirty (30) days of SERVICE COMPANY'S collection of such funds from subsequent developers. SERVICE COMPANY'S liability to refund such advances to OWNER shall be limited solely to funds collected by SERVICE COMPANY from subsequent developers as aforescribed. OWNER shall receive no refund for such advance subsequent to the expiration of three (3) years from the execution of this Agreement.

IN WITNESS WHEREOF, OWNER and SERVICE COMPANY have executed or caused this Agreement with the named exhibits attached hereto, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

Barbara Robinson

As to Barbara Robinson

JOHN KNOX VILLAGE OF CENTRAL
FLORIDA, INC.,
a Florida corporation

By: *Barbara Robinson*
Barbara Robinson,
Executive Director

(CORPORATE SEAL)

Richard A. McMahan

As to Richard A. McMahan

WEST VOLUSIA UTILITIES, INC.,
a Florida corporation

By: *Richard A. McMahan*
RICHARD A. McMAHAN, President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared BARBARA ROBINSON, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Executive Director of JOHN KNOX VILLAGE OF CENTRAL FLORIDA, INC., a Florida corporation, and she acknowledged to and before me that she executed such instrument as such Executive Director of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 31st day of May, 1984.

Clarice C. Ames
NOTARY PUBLIC STATE OF FLORIDA
AT LARGE

My Commission Expires: 10/21/87

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared RICHARD A. MCMAHAN, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of WEST VOLUSIA UTILITIES, INC., a Florida corporation, and he acknowledged to and before me that he executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 23rd day of May, 1984.

Paul M. Goodwin
NOTARY PUBLIC STATE OF FLORIDA
AT LARGE

My Commission Expires:

George, Florida, State at Large
My Commission Expires Oct. 6, 1986
Bonded thru Jedic Insurance Agency

EXHIBIT E-2

BILL OF SALE

The County of Volusia, a political subdivision of the State of Florida, whose address is: 123 West Indiana Avenue, DeLand, Florida 32720, "Seller," for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration paid by City of Orange City, Florida, a Florida Municipal Corporation, "Purchaser," the receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Purchaser all associated wastewater infrastructure pursuant to the Sewer Service Agreement for John Knox Village of Central Florida, Inc., dated May 31, 1984, and as assigned the Seller and Purchaser on October 16, 2018, more specifically described as follows:

Exhibit "E-2A" (Description Attached)

Purchaser shall have all rights and title to the goods in itself and its assigns. Seller warrants that it is the lawful owner of the goods and the goods area free from all liens and encumbrances. Seller has good right to sell the goods.

IN WITNESS WHEREOF, Seller has executed this Agreement at DeLand
Volusia County, Florida, on 16 day of October, 2018.

Witnesses as to Seller

"Seller"

Darla Zickelung
Print Name:

By: Ed Kelley
Ed Kelley, County Chair

Marc A. Zimmerman
Print Name:

By: George Recktenwald
George Recktenwald, Interim County Manager

Exhibit E-2A
Bill of Sale for
Volusia County Utility Wastewater Infrastructure

John Knox Village

Description: Lift Station and sewer collection and transmission infrastructure as described in the Bill of Sale from John Knox Village of Central Florida to County of Volusia, recorded in O.R. Book 4381, Pages 3644, contained within the utilities easement recorded in O.R. Book 4381, Page 3650

Exhibit E-3

Prepared by:
County of Volusia, Florida
123 West Indiana Avenue
DeLand, Florida 32720

RELATED DOCUMENTS:
OR Book 4381, Page 3650

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT (ASSIGNMENT) is entered into by and between the County of Volusia, a political subdivision of the State of Florida, 123 West Indiana Avenue, DeLand, Florida, 32720 (ASSIGNOR) and the City of Orange City, a Florida municipal corporation, 205 East Graves, Ave., Orange City, Florida, 32763 (ASSIGNEE).

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Interlocal Agreement on _____, 2018, to terminate the settlement agreement dated February 16, 1989, in order to redefine the service boundaries between ASSIGNOR and ASSIGNEE for the water, wastewater, and reclaimed service areas; and

WHEREAS, John Knox Village of Central Florida, Inc., (JOHN KNOX) granted ASSIGNOR utilities easements for a force main and lift station, generally located in John Knox Village in Orange City, Florida, and OR Book 4381, Page 3650 for ASSIGNOR's assumption of providing sewer service to John Knox Village (EASEMENT); and

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Assignment and Assumption by ASSIGNEE of all ASSIGNOR's, rights, title and interests in the Sewer Service Agreement for John Knox Village of Central Florida, Inc. dated May 31, 1984 between ASSIGNOR and John Knox, recorded at Official Records Book _____, Page _____ (AGREEMENT); and

WHEREAS, the Assignment and Assumption transferred all rights, title, jurisdiction and maintenance of all sewer services in and to John Knox Village in the City of Orange City to ASSIGNEE, so therefore, ASSIGNOR does not require any interest in the EASEMENT.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR assigns, transfers, grants, and conveys to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and under the EASEMENT, legally described as follows:

SEE ATTACHED EXHIBIT E-3A

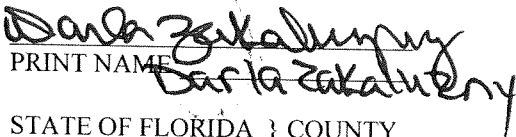
2. ASSIGNEE hereby accepts such assignment and assumes, and agrees to perform, all of ASSIGNOR'S duties and obligations arising under the EASEMENT.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this ASSIGNMENT, effective as of the latest date written below.

ATTEST:


GEORGE RECKTENWALD
INTERIM COUNTY MANAGER

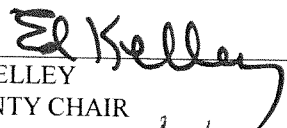
WITNESS #2


PRINT NAME Darla Zakalany

STATE OF FLORIDA } COUNTY
OF VOLUSIA }

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA (ASSIGNOR)

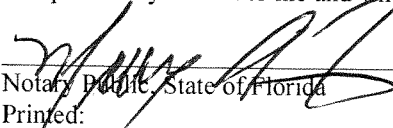
BY:


ED KELLEY
COUNTY CHAIR

DATE:

10/16/2018

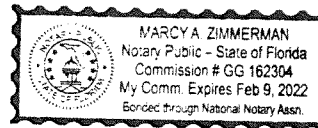
The foregoing instrument was acknowledged before me this 16 day of October, 2018,
by Ed Kelley, as **County Chair** of the County of Volusia, who is personally known to me and who ☒ did ☐
~~did not take an oath.~~


Notary Public, State of Florida

Printed: _____

Commission No.: _____

Expiration: _____



ATTEST:

Dale Arrington
DALE ARRINGTON
CITY MANAGER

CITY COUNCIL
CITY OF ORANGE CITY, FLORIDA (ASSIGNEE)

BY:

Gary Blair
GARY BLAIR
MAYOR

WITNESS #2

Barbara Turner
PRINT NAME: BARBARA TURNER

DATE: 11/15/2018

STATE OF FLORIDA } COUNTY
OF VOLUSIA }

The foregoing instrument was acknowledged before me this 5th day of November, 2018, by GARY A BLAIR, as MAYOR of the City of Orange City, who is personally known to me and who () did () did not take an oath

Gloria Thomas
Notary Public, State of Florida
Printed: Gloria Thomas
Commission No.: GG 253280
Expiration: Sept 12 2022



GLORIA W THOMAS
Commission # GG 253280
Expires September 12, 2022
Bonded Thru Budget Notary Services

Exhibit E-3A

EASEMENT DISCRIPTIONS

20 FT. FORCE MAIN EASEMENT

That portion of the Northeast $\frac{1}{4}$ of Section 11, Township 18 South, Range 30 East, Volusia County Florida, lying 10 feet on each side of the following described centerline: Commencing at the southeast corner of said Northeast $\frac{1}{4}$ run thence N89°44'16"W along the south line thereof a distance of 52.70 feet to the Point of Beginning; thence N03°05'34"E a distance of 40.89 feet; thence N41°39'44"E a distance of 25.73 feet; thence N00°15'47"W a distance of 58.72 feet; thence N29°59'41"W a distance of 45.36 feet; thence N03°29'34"W a distance of 67.33 feet; thence N09°45'07"W a distance of 76.05 feet; thence N00°27'15"W a distance of 157.27 feet; thence N45°30'55"W a distance of 33.07 feet; thence N57°03'44"W a distance of 117.38 feet; thence N50°27'49"W a distance of 85.98 feet; thence N58°39'49"W a distance of 83.58 feet to the Point of Termination of this description.

LIFT STATION EASEMENT

That portion of the Northeast $\frac{1}{4}$ of Section 11, Township 18 South, Range 30 East, Volusia County, Florida, described as follows: Commencing at the southeast corner of said Northeast $\frac{1}{4}$ run thence N89°44'16"W along the south line thereof a distance of 52.70 feet; thence N03°05'34"E a distance of 40.89 feet; thence N41°39'44"E a distance of 25.73 feet; thence N00°15'47"W a distance of 58.72 feet; thence 29°59'41"W a distance of 45.36 feet; thence N03°29'34"W a distance of 67.33 feet; thence N09°45'07"W a distance of 76.05 feet; thence N00°27'15"W a distance of 157.27 feet; thence N45°30'55"W a distance of 33.07 feet; thence N57°03'44"W a distance of 117.38 feet; thence N50°27'49"W a distance of 85.98 feet; thence N58°39'49"W a distance of 83.58 feet to the Point of Beginning; thence S04°00'00"E a distance of 41.44 feet; thence S86°00'00"W a distance of 75.00 feet; thence N04°00'00"W a distance of 55.00 feet; thence N86°00'00"E a distance of 75.00 feet; thence S04°00'00"E a distance of 13.56 feet to the Point of Beginning.