

**INTERLOCAL UTILITY ASSET TRANSFER AGREEMENT BETWEEN
LAKE WALES, FLORIDA, AND POLK COUNTY, FLORIDA
(CROOKED LAKE PARK WASTEWATER SYSTEM)**

This Agreement (“Agreement”) is made and entered into as of the Effective Date defined in Section 3.15, below, by and between the City of Lake Wales, Florida (“Lake Wales”), a Florida municipal corporation organized and existing under the laws of the State of Florida, and Polk County, Florida (the “County”), a political subdivision of the State of Florida, as receiver for the abandoned CLP Wastewater System (as defined below) assets. Lake Wales and the County are each a “Party;” and together are the “Parties” to the Agreement.

RECITALS

1. On February, 2021, the Crooked Lake Park Sewerage Company, the owner and operator of the wastewater collection and transmission system and a domestic wastewater treatment facility which serves a portion of the unincorporated area of Polk County depicted on the attached Exhibit “A,” delivered notice to the County of the company’s intent to abandon those wastewater system assets (collectively, the CLP Wastewater System”) in accordance with Section 367.165, Florida Statutes.

2. Pursuant to a petition the County filed in the Tenth Judicial Circuit Court Case Number 2020CA-003194, the Court appointed the County receiver of the abandoned CLP Wastewater System; thus, the County owns and now operates the CLP Wastewater System.

3. As receiver for the CLP Wastewater System, the County has the right to repair, replace, maintain, improve, and expand the system, to connect customers of the system to any other public or private wastewater system with adequate capacity, and with Court approval and upon completion of such connection, to discontinue the separate operation of the CLP Wastewater System and dispose of its lands, facilities, and assets.

4. The CLP Wastewater System is located within Lake Wales’s Utility Service Area Boundary, and Lake Wales owns and operates the potable water system which serves the Crooked Lake Park subdivision and the surrounding neighborhoods.

5. The County has proposed to (i) repair and improve the CLP Wastewater System so it complies with Florida Department of Environmental Protection requirements, (ii) install a wastewater force main from the Crooked Lake Park subdivision to an agreed connection point with the Lake Wales Wastewater System located near the intersection of U. S. Highway 27 and County Road 640 as depicted on the attached **Exhibit “B,”** and then (iii) transfer the CLP Wastewater System assets and new wastewater force main to Lake Wales for inclusion into the Lake Wales Wastewater System.

6. Lake Wales has agreed to accept title to and incorporate the improved CLP Wastewater System into the Lake Wales Wastewater System in accordance with the terms and conditions of this Agreement.

7. Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969, as amended, authorizes local governmental units to enter an interlocal agreements for the mutual benefit of the governmental units.

8. Both parties acknowledge and agree that each possess sufficient legal authority under their respective home rule power statutes, Chapters 125 and 166, Florida Statutes, and other general and special act authority, to enter this interlocal transfer agreement for the transfer of utility assets from the County to the City.

9. The Parties have negotiated in good faith and are empowered to be bound by the terms and conditions of this Agreement.

ACCORDINGLY, in consideration of the above stated Recitals, mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the Parties, the Parties covenant and agree as follows:

SECTION 1. RECITALS AND DEFINITIONS.

1.1 **Recitals.** The Recitals stated above are true and correct and are incorporated into this Agreement.

1.2 **Definitions.** In interpreting this Agreement, the following words, phrases, and terms shall have the following meaning unless the context of this Agreement indicates otherwise.

1.2.1 Agreement: this Interlocal Transfer Agreement as it may from time to time be modified.

1.2.2 CLP Wastewater System Improvements: the improvements necessary to connect the CLP Wastewater System to the existing Lake Wales Wastewater System and to abandon the existing CLP Wastewater System wastewater treatment facility, inclusive of off-site wastewater transmission improvements depicted in **Exhibit “B,”** as described in Section 2.1.1. below.

1.2.3 Connection Point: the location at which the Crooked Lake Wastewater System will connect to the existing Lake Wales Wastewater System as depicted in **Exhibit “B”**.

1.2.4 Lake Wales Wastewater System: those facilities owned, operated, and maintained, and employed by Lake Wales for the acquisition, transmission, and treatment of wastewater.

1.2.5 Transfer: the process of the County conveying and Lake Wales accepting the CLP Wastewater System in accordance with the terms and condition of this Agreement.

Any terms defined elsewhere in this Agreement shall when used herein have the ascribed meaning and definition.

SECTION 2. TERMS AND CONDITIONS. Lake Wales accepts from the County, and the County transfers all rights, title, and interest to Lake Wales in the CLP Wastewater System and CLP Wastewater System Improvements, subject to the following terms and conditions:

2.1 **Transfer.** Upon satisfaction of the Agreement terms and conditions, the County shall convey ownership of the CLP Wastewater System and CLP Wastewater System Improvements to Lake Wales which shall accept these assets and immediately incorporate these assets and retail wastewater customers into the Lake Wales Wastewater System.

2.2 **Conditions Precedent to Transfer.** The following are conditions precedent to the Transfer of the CLP Wastewater System to Lake Wales.

2.2.1 CLP Wastewater System Improvements.

The County shall be responsible for the design, permitting, bidding, and construction of the CLP Wastewater System Improvements, including all costs associated therewith. The locations of the CLP Wastewater System Improvements are depicted in **Exhibit “C”** and are described as follows:

- Replace the existing wastewater lift station located at the intersection of Caloosa Boulevard and Canal Court with a new duplex lift station.
- Replace the existing wastewater lift station located on the northwest corner of Sunshine Drive and Canal Drive with a new duplex lift station.
- Install a new duplex wastewater lift station in the vicinity of the existing wastewater treatment facility which will allow the County to abandon and demolish the existing wastewater treatment facility.
- Install a new wastewater force main from the CLP Wastewater System Service Area to the Connection Point depicted in **Exhibit “B”**.

2.2.2 Infiltration and Inflow.

To address infiltration and inflow into the CLP Wastewater System, the County will implement gravity sewer lining and point repairs to the gravity collection system. The County will procure design, permitting, and construction services in accordance with the County’s procurement policies and oversee the construction services. The County will provide Lake Wales with copies of inspection reports, test reports, and any other written status reports it prepares or receives as the construction progresses; however, the County is not obligated or required to develop or prepare any special report outside its normal course of business for similar projects. If Lake Wales personnel visit the site during construction and have questions or concerns regarding the construction, Lake Wales shall address its questions or concerns with the County and the County will address the same with the contractor responsible for the work. The County does not warrant or guarantee that the CLP Wastewater System will comply with all applicable FDEP rules or requirements for wastewater collection systems following the completion of this effort.

2.3 **Communication with Property Owners.** The County will serve as the primary point of contact with the CLP Wastewater System customers for all matters relating to the system until Lake Wales accepts the system into the Lake Wales Wastewater System. The County will communicate periodically with the customers of the CLP Wastewater System regarding the plan to convey the system to Lake Wales, the planned improvements to the system, progress of construction, estimates of costs to property owners, anticipated water and wastewater rate

changes, and any other matters conducive of good and open communication with the property owners and customers.

2.4 **Public Service Commission Approval.** If necessary, the County shall secure approval of the Florida Public Service Commission, for transfer of the CLP Wastewater System assets from the County to Lake Wales.

2.5 **Transition Plan.** The County and Lake Wales will prepare a transitional operating plan to provide for the smooth transition of the County's operational oversight of the CLP Wastewater System to Lake Wales's operational oversight. The transition plan shall provide for continuity of system operations, financial activities, services, supplies, billings, collections, and emergency responses.

2.6 **System Assets.** The CLP Wastewater System assets which the County will Transfer to Lake Wales consist of the following:

2.6.1 **Real Property.** All real property and interests in real property (the "Real Property") described on the attached Exhibit "B" upon which the CLP Wastewater System lift stations are located.

2.6.2 **Other Facilities.** The supporting system assets including without limitation: all wastewater collection, pumping, and transmission facilities of every kind and description whatsoever, all lift stations, pumps, generators, controls, collection and transmission pipes or facilities, valves, meters, service connections, and all other wastewater physical facilities and property installations in use in connection with the operation of the CLP Wastewater System.

2.6.3 **Customer and Supplier Lists.** All current customer records and supplier lists, as-built surveys, and water and sewer plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, accounting and customer records and all other information and business records in the possession of the County, which relate to the operation of the CLP Wastewater System. The County may make copies of its books and records, at its expense, before transferring the original or copies of the books and records to Lake Wales.

2.6.4 **Permits and Approvals.** All existing permits and other governmental authorizations and approvals of any kind in the possession of the County regarding the operation and maintenance of the CLP Wastewater System. The County and Lake Wales shall each execute all necessary forms required by governmental agencies to transfer said permits and approvals.

2.6.5 **Books and Records.** All books, records, and accounts of whatever kind or nature related to the CLP Wastewater System, including any operating accounts, books, or records, which are in the possession of the County.

2.6.6 **Accounts, Accounts Receivable, and Unbilled Revenue.** All CLP Wastewater System accounts, accounts receivable, and unbilled revenue existing as of the Transfer Date.

2.6.7 “As-Is” Conveyance. Except as described in Section 2.2 above, the County will Transfer the CLP Wastewater System to Lake Wales in its “as-is” condition, without warranty and guaranty.

2.7 Conduct Pending Transfer.

2.7.1 Business Conduct. Except as otherwise consented to in writing by Lake Wales, whose consent shall not be unreasonably withheld, delayed, or conditioned, for the period beginning on the Effective Date and ending on the Transfer Date, the County shall:

2.7.1.1 Operate the system in its usual, regular, and ordinary manner, and consistent with the County’s operation of similar systems for which it is responsible. Maintain the CLP Wastewater System’s material structures, equipment, permits, and other tangible personal property, except for depletion, depreciation, ordinary wear and tear, and damage by unavoidable casualty.

2.7.1.2 Perform in all material respects all its obligations under agreements, contracts and instruments relating to or affecting the CLP Wastewater System’s properties, assets, and operation.

2.7.1.3 Comply in all material respect with all statutes, laws, ordinances, rules, and regulations applicable to the operation of the CLP Wastewater System.

2.7.2 Risk of Loss. The County, in its capacity as receiver, shall bear the risk of loss, damage or destruction of the CLP Wastewater System assets by fire or other casualty prior to the Transfer of the system. If any portion of the CLP Wastewater System assets are damaged by fire, act of God, or other casualty before its Transfer, then the Parties shall jointly assess the damage and impact on the system. If the damage requires a material repair or replacement of all or any portion of the system, then the Transfer shall be delayed until such time as the County can repair the system so it is in the same or similar condition as of the Effective Date and the CLP Wastewater System Improvements conform to the Section 2.2.1 requirements.

2.7.3 No Encumbrances. From and after the Effective Date the County shall not, without the prior written consent of Lake Wales, which consent shall not be unreasonably withheld, delayed, or conditioned, dispose of or encumber any of the CLP Wastewater System assets.

2.7.4 Access to Records. The County will provide Lake Wales reasonable access to its CLP Wastewater System records and facilities to assist Lake Wales’s operating and administrative personnel with the operation of the system; provided, however, that no such access shall materially interfere with the system operation or the day-to-day activities of the County’s personnel.

2.7.5 Transfer Date. Upon completion of the CLP Wastewater System Improvements the parties shall select a mutually agreeable date (the “Transfer Date”) to Transfer the system to Lake Wales. The Parties may subsequently mutually agree to revise the Transfer Date as may be necessary to complete the conditions precedent to Transfer, or otherwise.

2.8 Transfer Documents and Procedures.

- 2.8.1 Deliverables from County. The County shall deliver the following Transfer documents to Lake Wales at least ten (10) calendar days prior to the Transfer Date for review and comment by the city:
- 2.8.1.1 County Deed(s) in the form described in Florida Statutes, Section 125.411, or deeds authorized by the Circuit Court having jurisdiction over the receivership of the CLP Wastewater System, conveying to Lake Wales fee simple title to the Real Property;
 - 2.8.1.2 Instruments in appropriate recordable form, of all easements benefitting the CLP Wastewater System, conveying to Lake Wales all of the County's right, title and interest as receiver in all such easements, together with all utility improvements thereon;
 - 2.8.1.3 General assignment by the County of all its other interests in the CLP Wastewater System, together with a general assignment of all associated accounts, open contracts, contract rights, agreements, warranties, general intangibles, permits, and approvals as provided for herein;
 - 2.8.1.4 General bills of sale or other documents of assignment and transfer to all CLP Wastewater System assets;
 - 2.8.1.5 All permits, governmental authorizations and approvals, together with any required applications for or transfer approvals from any and all agencies that have issued said permits, authorizations, and approvals;
 - 2.8.1.6 All customer service security deposits for the CLP Wastewater System, if any, in the possession of the County, in its capacity as receiver;
 - 2.8.1.7 A certified copy of the minutes of a duly noticed meeting where the Board of County Commissioners approved this agreement and the Transfer;
- 2.8.2 Deliverables from Lake Wales. At least ten (10) calendar days prior to the Transfer Date Lake Wales shall deliver the following documents to the County for review and comment: such assumption and assignment agreements as may be necessary to transfer all leases, permits, agreements, approvals and other interests in the CLP Wastewater System assets being assigned to it, and a certified copy of a resolution of the Lake Wales City Commission approving the Transfer. Said documents shall be dated as of the Transfer Date. The assignments and assumptions being prepared by the Parties may be incorporated into one document at the convenience of the Parties.
- 2.8.3 Completing the Transfer. Upon satisfaction of the conditions precedent set forth in Section 2.2 above, and provided both Parties have received final approval to proceed from (i) their respective governing bodies, (ii) the Circuit Court having jurisdiction over the CLP Wastewater System receivership, (iii) the Public Service Commission (if required), and (iv) the FDEP (if required), then on the Transfer Date established in Section 2.7.5 above, the Parties representatives will either meet to review and exchange the fully executed Transfer documents described herein, or exchange the documents via mail, deliver service, or hand delivery. The Transfer documents will be dated as of the Transfer Date. The Transfer will be complete upon the Parties acceptance of the Transfer documents. After

the Parties confirm acceptability of the documents, the County will record the deed(s) and any other Transfer document that must be recorded among the public records; the County will pay the applicable costs to record the Transfer documents. Each Party shall pay their respective attorneys' fees, costs, and expenses arising or associated with the Transfer.

2.8.4 **Post Transfer Responsibilities.** From and after the Transfer, the improved CLP Wastewater System shall be incorporated with and into the Lake Wales Wastewater System with Lake Wales responsible for its continued operation, maintenance, repair, and replacement, and any subsequent expansion. The County shall have no further responsibility for the CLP Wastewater System after the Transfer.

SECTION 3. MISCELLANEOUS PROVISIONS.

3.1 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action will accrue upon or by reason hereto or for the benefit of any third party.

3.2 **Termination; Withdrawal.** The Parties may at any time mutually consent to terminate the Agreement. Any Party may withdraw from the Agreement by providing a minimum one hundred and eighty (180) calendar day prior written notice to the other Parties.

3.3 **Notices.** Any notices regarding this Agreement will be sent in writing to the following addresses, or at such other address as each Party may indicate by notice given to the other Parties:

Polk County: Polk County Utilities Division
Attention: Utilities Director
1011 Jim Keene Boulevard
Winter Haven, Florida 33880

with copy to: Polk County Attorney
County Attorney's Office
330 W. Church Street
Bartow, Florida 33830

Lake Wales: Utilities Director
City of Lake Wales

with copy to: _____

City Attorney's Office
City of Lake Wales

3.4 **Severability.** If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not

materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, this Agreement is declared severable.

- 3.5 **Breach; Remedy.** In the event of breach of this Agreement by a Party (“Breaching Party”), the Party suffering the breach (“Serving Party”) shall serve upon the Breaching Party a written notice of breach (“Notice of Breach”) detailing the Breaching Party’s non-compliance with the obligations set forth in this Agreement. Except for a breach caused by failure to timely pay project costs, a Breaching Party shall have a cure period (“Cure Period”) of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. If the Breaching Party fails to timely cure or otherwise comply with such violated obligations, then, unless the Breaching Party’s failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure, the Serving Party may subject to the mediation requirements of Section 3.7, below, pursue any and all remedies available in law, equity, and under this Agreement to include without limitation specific performance.
- 3.6 **Mediation.** If there is a dispute between the Parties arising out of or related to this Agreement which they cannot resolve, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, prior to commencing any legal action or proceeding, the affected Parties will refer their dispute to non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Parties who has experience in mediating disputes of a similar nature. The Parties will use a mediation procedure agreeable to the Parties and the mediator. The Parties will mediate the dispute in good faith, be bound by any resulting mediation agreement, equally share the costs of mediation, and timely pay the same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute until (i) the mediator has declared the Parties are at an impasse, or (ii) one or all Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Florida Statutes, Chapter 164.
- 3.7 **Assignment.** No Party may not assign this Agreement to a third party unless the other Parties consent in a mutually agreeable written joinder agreement by and among all the Parties and the third party assignee. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties to the same extent as if each successor and assign were named as a party hereto.
- 3.8 **Liability and Hold Harmless.** Each Party shall to the extent allowed under Section 768.28, Florida Statutes, indemnify and hold the other Party harmless from and against all claims, loss, damage and expense, including without limitation attorneys’ fees, costs and expenses (both trial and appellate), arising from the negligent acts or omissions of the indemnifying Party’s officers, and employees, related to its performance under this Agreement, provided, however, the indemnifying Party’s responsibilities with respect to such liability shall not exceed the limits (the “Liability Limits”) of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or

other relief is based in tort, contract, statute, strict liability, negligence, product liability or any other legal theory. This section is not intended and does not establish a contractual obligation whereby any Party undertakes responsibility to any other party for any liability in amounts exceeding the Liability Limits under any legal theory, claim, or cause of action. This provision does not constitute a waiver of the Parties' sovereign immunity under Section 768.28, Florida Statute or extend the Parties' liability beyond the limits established in Section 768.28, Florida Statutes.

- 3.9 **Limitations of Liability.** IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.
- 3.10 **Time of the Essence.** Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.
- 3.11 **Applicable Law.** This Agreement is an Interlocal Agreement as provided for in Florida Statutes, Section 163.01. This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement, and conflicts of laws.
- 3.12 **Ambiguities.** The Parties have been represented by counsel, or have had the opportunity to be represented by counsel, during the negotiation and preparation of this Agreement and therefore waive the application of any law or rule of construction providing that ambiguities in a contract shall be construed against the Party drafting the contract
- 3.13 **Entire Agreement; Effect on Prior Agreements.** This Agreement 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. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.
- 3.14 **Venue, Jury Trial; Attorneys' Fees, Costs and Expenses.** Venue of all actions will lie in Polk County, Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable courts costs, including appellate proceedings.
- 3.15 **Effective Date.** This Agreement will become effective on the date (the "Effective Date") the Agreement is filed with the Clerk of Court after all the Parties have executed this instrument; provided, however, that this Agreement shall not be filed by the County until after the closing of the sale of the Waverly Water and Wastewater System to the City.

EXHIBIT B

REAL PROPERTY

That part of the North 1/2 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida, described as follows:

Commence at the SE corner of the North 1/2 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East; thence run S89°52'24"W along the South line of said North 1/2 of the NW 1/4 of the NE 1/4 of Section 35 a distance of 80.00 feet to the Point of Beginning; thence continue S89°52'24"W along said South line a distance of 21.97 feet; thence N00°09'48"W a distance of 55.00 feet; thence N89°50'12"E a distance of 21.76 feet; thence S00°23'04"E a distance of 55.01 feet returning to the Point of Beginning.

AND

The South 55 feet of the East 80 feet of the NE 1/4 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida.

TOGETHER WITH an easement for ingress and egress being more particularly described as follows: The East 9 feet of Lot 85, Caloosa Lake Village Unit Two, according to the map or plat thereof, as recorded in Plat Book 61, Page 25, Public Records of Polk County, Florida.

AND the West 9 feet of Lot 86, Caloosa Lake Village Unit Two, according to the map or plat thereof, as recorded in Plat Book 61, Page 25, Public Records of Polk County, Florida. AND that part of the North 1/2 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida, described as follows:

Commence at the SE corner of the North 1/2 of the NW 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East, Polk County, Florida; thence run S89°52'24"W along the South line of said North 1/2 of the NW 1/4 of the NE 1/4 of Section 35 a distance of 80.00 feet; thence continue S89°52'24"W a distance of 21.97 feet along said South line to the Point of Beginning; thence continue S89°52'24"W along said South line a distance of 19.00 feet thence N00°31'36"W a distance of 54.99 feet; thence N89°50'12"E a distance of 19.35 feet; thence S00°09'48"E a distance of 55.00 feet returning to the Point of Beginning.

Parcel Identification Number: 273035-000000-013080

AND

Begin at the Southwest corner of the North 1/2 of the NE 1/4 of the NE 1/4 of Section 35, Township 30 South, Range 27 East; thence North 0°18'30" West along the West line of the said North 1/2 of the NE 1/4 of the NE 1/4, 300 feet; thence East 249.93 feet; thence South 0°18'30" East parallel to the West line of the said North 1/2 of the NE 1/4 of the NE 1/4 to a point on the South line of the said North 1/2 of the NE 1/4 of the NE 1/4; thence West along said South line 249.93 feet to Point of Beginning.

Parcel Identification Number: 353027-000000-011050

AND

Lot X, Block H, Crooked Lake Park, Tract Number 4, according to the plat thereof, as recorded in Plat Book 42, Page 13, of the Public Records of Polk County, Florida.

Parcel Identification Number: 353027-928300-008300

AND

Lot 73, Block A, CALOOSA LAKE VILLAGE, according to the map or plat thereof, as recorded in Plat Book 53, Page(s) 50 and 51, of the Public Records of Polk County, Florida; Together with that portion of the Canal right of way lying North of Lot 73, Block A, Caloosa Lake Village, per plat recorded in Plat Book 53, Page(s) 50 and 51, of the Public Records of Polk County, Florida. Said property being the same as that described in that certain Resolution Closing Easement, adopted July 12, 1994 and recorded in Official Records Book 3426, Page 2145, of the Public Records of Polk County, Florida.

AND

Lot 74, Block A, CALOOSA LAKE VILLAGE, according to the map or plat thereof, as recorded in Plat Book 53, Page(s) 50 and 51, of the Public Records of Polk County, Florida; Together with that portion of the Canal right of way lying North of Lot 74, Block A, Caloosa Lake Village, per plat recorded in Plat Book 53, Page(s) 50 and 51, of the Public Records of Polk County, Florida. Said property being the same as that described in that certain Resolution Closing Easement, adopted July 12, 1994 and recorded in Official Records Book 3426, Page 2145, of the Public Records of Polk County, Florida.

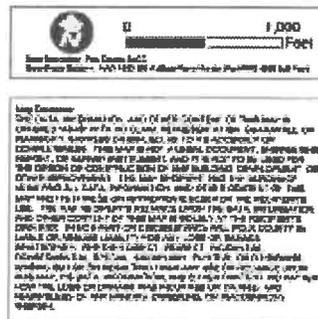
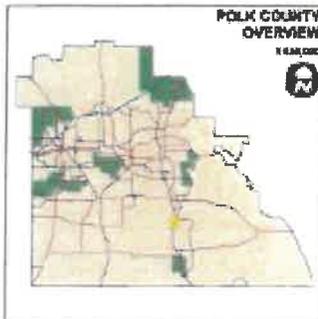
Parcel Identification Number: 273035-928510-001730



EXHIBIT C

WASTEWATER SYSTEM IMPROVEMENTS

Exhibit C - Interlocal Utility Asset Transfer Agreement Between Polk County and the City of Lake Wales



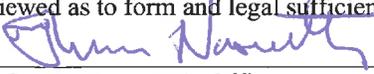
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:
STACY M. BUTTERFIELD, Clerk

POLK COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed. D., Chair

Reviewed as to form and legal sufficiency:
By:  _____
County Attorney's Office

ATTEST:

CITY OF LAKE WALES, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed as to form and legal sufficiency:

By: _____
Thomas A. Cloud, Special Counsel

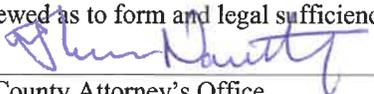
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subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed. D., Chair

Reviewed as to form and legal sufficiency:
By:  _____
County Attorney's Office

ATTEST:

CITY OF LAKE WALES, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed as to form and legal sufficiency:

By: _____
Thomas A. Cloud, Special Counsel

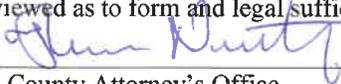
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POLK COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed. D., Chair

Reviewed as to form and legal sufficiency:
By:  _____
County Attorney's Office

ATTEST:

CITY OF LAKE WALES, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Reviewed as to form and legal sufficiency:

By: _____
Thomas A. Cloud, Special Counsel