

## **ADDITIONAL AGENDA ITEM**

### **FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting**

**8:45 a.m., Friday, December 8, 2023**

**Florida Inland Navigation District Office  
600 County Hwy 707, Unit C  
Jupiter, FL, 33469-3516**

**(Participation via Communications Media Technology [www.aicw.org](http://www.aicw.org))**

**Item 11a.                      Second Amendment to Interlocal Agreement at Dredged Material  
Management Area (DMMA) V-26, Volusia County, FL.**

In December of 2022, the Board approved an Interlocal Agreement between the District and Volusia County. This agreement allowed the County to remove up to 196,000 cubic yards of material, from Dredged Material Management Area (DMMA) V-26, for use in their ongoing beach nourishment efforts. The original term of the lease is set to expire at the end of the month. The County has requested additional time to finish offloading and transporting material from the DMMA V-26 to the beach. Staff recommends the term of the agreement be extended one (1) year with a new expiration date of December 27, 2024.

(Please see back up pages 2-24)

**RECOMMEND:**              Approval of the Second Amendment to Interlocal Agreement between Volusia County for the offloading of DMMA V-26, Volusia County.

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*If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

## **SECOND AMENDMENT TO INTERLOCAL AGREEMENT BY AND BETWEEN VOLUSIA COUNTY AND FLORIDA INLAND NAVIGATION DISTRICT**

This SECOND AMENDMENT (“Second Amendment”) to the Interlocal Agreement (“AGREEMENT”) between the Florida Inland Navigation DISTRICT, an independent special taxing DISTRICT of the State of Florida (“DISTRICT”), and Volusia County, Florida, a political subdivision of the State of Florida (“County”) dated the 27<sup>th</sup> day of December, 2022, as amended by first amendment dated the 23rd day of January, 2023.

### **RECITALS**

**WHEREAS**, the County has requested that the DISTRICT make available dredged material from DISTRICT’s Dredged Material Management Area V-26, which is more particularly described in attached Exhibit A, (“the Site”) for placement on beaches and as fill on public property for various County projects (hereinafter the “Approved Uses”); and

**WHEREAS**, the DISTRICT is willing to participate in the Approved Uses because of the benefit to the DISTRICT and the Atlantic Intracoastal Waterway by offloading dredged material from V-26, thereby restoring capacity for future dredging events at no cost to the DISTRICT, subject to the terms and provisions of this Interlocal Agreement; and

**WHEREAS**, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

**WHEREAS**, the County and the District have agreed to extend the original term of the agreement.

**NOW, THEREFORE**, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties agree as follows:

1. The above recitals are incorporated by reference into the body of this Agreement.
2. DISTRICT hereby consents to allow COUNTY to extend the term of the AGREEMENT for one (1) additional year to December 27, 2024.
3. Except as amended by this Second Amendment, the AGREEMENT is ratified, confirmed, and accepted.
4. This Second Amendment may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or e-mail signature serving as an original thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment, by and through their duly authorized officers, as of the day and year stated above.

FLORIDA INLAND NAVIGATION DISTRICT, an  
independent special taxing district of the State of Florida

By: \_\_\_\_\_

Mark Crosley, Executive Director

Dated: \_\_\_\_\_

COUNTY OF VOLUSIA

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BY AND BETWEEN  
VOLUSIA COUNTY AND FLORIDA INLAND NAVIGATION DISTRICT**

This FIRST AMENDMENT ("Amendment") to the Interlocal Agreement ("AGREEMENT") between the Florida Inland Navigation DISTRICT, an independent special taxing DISTRICT of the State of Florida ("DISTRICT"), and Volusia County, Florida, a political subdivision of the State of Florida ("County") dated the 27<sup>th</sup> day of December, 2022.

**RECITALS**

**WHEREAS**, the County has requested that the DISTRICT make available dredged material from DISTRICT's Dredged Material Management Area V-26, which is more particularly described in attached Exhibit A, ("the Site") for placement on beaches and as fill on public property for various County projects (hereinafter the "Approved Uses"); and

**WHEREAS**, the DISTRICT is willing to participate in the Approved Uses because of the benefit to the DISTRICT and the Atlantic Intracoastal Waterway by offloading dredged material from V-26, thereby restoring capacity for future dredging events at no cost to the DISTRICT, subject to the terms and provisions of this Interlocal Agreement; and

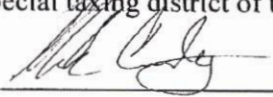
**WHEREAS**, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

**NOW, THEREFORE**, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties agree as follows:

1. The above recitals are incorporated by reference into the body of this Agreement.
2. DISTRICT hereby consents to allow COUNTY to remove up to 196,000 cubic yards of dredged material for Approved Uses from the Site at the County's sole expense.
3. Except as amended by this Amendment, the AGREEMENT is ratified, confirmed, and accepted.
4. This Amendment may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or e-mail signature serving as an original thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, by and through their duly authorized officers, as of the day and year stated above.

FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida

By: 

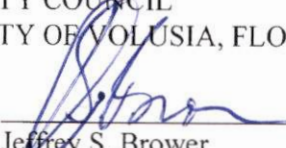
Mark Crosley, Executive Director

Dated: 01-23-23

ATTEST:

  
George Recktenwald  
County Manager

COUNTY COUNCIL  
COUNTY OF VOLUSIA, FLORIDA

  
Jeffrey S. Brower  
County Chair



**INTERLOCAL AGREEMENT BY AND BETWEEN VOLUSIA COUNTY  
AND  
FLORIDA INLAND NAVIGATION DISTRICT**

This AGREEMENT made and entered into this 27<sup>th</sup> day of December, 2022, by and between the Florida Inland Navigation DISTRICT, an independent special taxing DISTRICT of the State of Florida (hereinafter the "DISTRICT"), and Volusia County, Florida, a political subdivision of the State of Florida (hereinafter the "County").

**RECITALS**

**WHEREAS**, the County has requested that the DISTRICT make available dredged material from DISTRICT's Dredged Material Management Area V-26, which is more particularly described in attached Exhibit A, ("the Site") for placement on beaches and as fill on public property for various County projects (hereinafter the "Approved Uses"); and

**WHEREAS**, the DISTRICT is willing to participate in the Approved Uses because of the benefit to the DISTRICT and the Atlantic Intracoastal Waterway by offloading dredged material from V-26, thereby restoring capacity for future dredging events at no cost to the DISTRICT, subject to the terms and provisions of this Interlocal Agreement; and

**WHEREAS**, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

**WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties agree as follows:

**1. INCORPORATION OF RECITALS**

- a. The above recitals are incorporated by reference into the body of this Agreement.

**2. PURPOSE**

- a. The purpose of this Agreement is to clarify the parties' roles and obligations regarding the Approved Uses.

**3. RESPONSIBILITIES OF THE PARTIES**

- a. Responsibilities of the DISTRICT:
  - a. The DISTRICT agrees to allow the COUNTY to remove up to 100,000 cubic yards of dredged material, from time to time, for the Approved

Uses from the Site at the COUNTY's sole expense. The DISTRICT will provide the COUNTY with any Site documents that the DISTRICT may already have on hand and will endeavor to answer any technical questions regarding the Site to assist COUNTY's efforts. The DISTRICT shall provide keys to the access gates.

b. Responsibilities of the COUNTY:

- a. COUNTY shall complete, or cause to be completed, the Approved Use in an orderly and efficient manner. The COUNTY shall restore the Site and the access road to the Site to their pre-Approved Uses condition unless otherwise agreed to by the DISTRICT. The COUNTY shall not excavate into the existing dikes and ramps nor lower than the basin's constructed bottom elevation as shown on Exhibit B. The COUNTY must ensure the perimeter ditch is not blocked with fill material, both during their operations and prior to demobilizing from the site. Once the dredged material removal is completed, the COUNTY shall re-grade the remaining interior basin so that drainage freely flows toward the weirs.
- b. Prior to initiating the Approved Uses the COUNTY will provide the DISTRICT with a Dredged Material Removal Plan clearly indicating how the dredged material will be removed from the site, the equipment utilized for the removal, and shall contain a site plan showing all loading areas, haul routes, staging areas, and equipment storage areas. This plan will describe the means and methods of offloading and how these relate to ongoing operations and geotechnical stability of the Facility; and, the timeline for the commencement and completion of the removal of dredged material from the Premises. The Plan shall insure, among other things, that the integrity of the dikes, weirs, storm water management system, monitoring wells, access roads, fences, gates and all other facilities pertinent to the DISTRICT site are not compromised. At no time shall the COUNTY excavate into the existing slopes, benches, or access ramps. COUNTY shall install survey stakes approximately 100 ft from the centerline of the dike crest and shall not excavate within 100 ft of the dike crest unless DISTRICT representatives are on site to observe. Preferably, COUNTY will utilize GPS enabled excavation equipment to ensure that operators know precisely where the "as-built" berms and benches are located. In the event that COUNTY excavates into the pre-existing berm, material shall be replaced, recompact, and tested to ensure that density and compaction specifications are met. All beach quality material shall only be placed on beaches unless otherwise approved by the DISTRICT.
- c. The COUNTY shall provide a signed and sealed post-construction topographic survey of the Site that depicts the conditions of the site



overlain on the DMMA V-26 As-Built (in plan and cross-section view) and that provides a detailed comparison of pre-removal and post-removal topographic survey conditions. Survey will include access ramps, access roads, placement and elevation of internal and external berms, surface drainage, seepage drainage, and erosion control features, etc. This submittal will include AutoCAD files of the site plan with detailed 3-D terrain model to demonstrate the quantity of dredged material placed and subsequently removed from the site. In lieu of a pre-construction topographic survey, the COUNTY shall provide documentation to detail the amount of material removed from the site. This documentation shall include, at a minimum, a written log that lists the total number of trucks and their respective capacities for the duration of the material offloading process.

- d. The DISTRICT recognizes that the COUNTY will be removing material from the Site from time to time rather than on a continuous basis. Accordingly, the COUNTY shall notify the DISTRICT in writing and by email at least 72 hours prior to the initiation of each material removal operation at the Site, except in case of emergency, where such notice shall be given as soon as practical under the circumstances. The COUNTY shall notify the DISTRICT in writing and by email within 24 hours of the completion of each material removal operation and again at the final termination of Approved Uses.
- e. The COUNTY shall, through its agents and employees, secure the Site and prevent the unauthorized use of the DISTRICT's property or any use thereof not in conformance with this Agreement during any material removal operation.
- f. Any structures, improvements or signs constructed by the COUNTY in accordance with a plan approved by the DISTRICT shall be removed by the COUNTY at the termination of this Agreement. No trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of the DISTRICT. Removable equipment and removable improvements placed on the Site by the COUNTY which do not become a permanent part of the Site will remain property of the COUNTY and shall be removed by the COUNTY upon termination of this Agreement.
- g. In consideration for the privilege herein granted, the COUNTY shall not claim any damages from the DISTRICT in connection with, or on account of, the COUNTY's performance under this Agreement; and, as between the parties, the COUNTY shall be solely responsible for any injuries or damages arising in or on the Site while being used by the COUNTY and its agents, representatives, and employees. The COUNTY



shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28 Florida Statutes, and shall be responsible for the acts and omission of its officers, employees, representatives, and agents in the event that such acts or omissions result in injury to persons or damage to property. The DISTRICT does not warrant or represent that the Site is safe or suitable for the purpose for which the COUNTY is permitted to use it, and the COUNTY assumes all risks in its use.

- h. The COUNTY shall require any third-party contractors and subcontractors to provide insurance as specified in Exhibit C, attached hereto, and made a part hereof by reference.
- i. The COUNTY shall insure that the COUNTY's employees and any third-party contractors and subcontractors are familiar with and fully comply with the Dredged Material Removal Plan, including the requirement to avoid excavating into the as-built berms and benches.
- j. The COUNTY acknowledges and agrees that the COUNTY's use of the Site during the term of this Agreement is not exclusive and that the DISTRICT reserves the right to use the Site or allow the U.S. Army Corps of Engineers to use the Site for maintenance dredging of the Intracoastal Waterway, and that such reserved right is superior to the COUNTY's rights hereunder.
- k. The COUNTY agrees that it will not commit any waste on the Site and will not do, or cause to be done, in, on, or upon the Site or as affecting said Site, any act which may result in damage or depreciation of value to the Site, or any part thereof.
- l. The COUNTY agrees that, during the term of this Agreement, the COUNTY:
  - i. Shall keep or cause the Site to be kept free of hazardous wastes or substances. In no event shall the COUNTY store or mix any such substances on the Site.
  - ii Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the COUNTY or any assignees, a release of hazardous wastes or substances onto the Site.
  - iii Shall comply with and ensure compliance by its employees and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.
  - iv The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this

Agreement, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statue, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the forgoing.

- v Shall immediately provide DISTRICT with notice of any release or threatened release of hazardous waste within the Site and shall immediately provide DISTRICT with notice of any injury or action taken by local, state, or federal governmental body with respect to hazardous waste within the Site.
- vi Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or groundwater within the Site, arising from the COUNTY's use of the Site.
- vii Fuel tanks must be placed in secondary containment, and all refueling must take place on an impervious surface.

#### 4. EFFECTIVE DATE AND TERM

- a. This Agreement shall take effect upon execution and shall terminate one (1) year after execution, unless such time has been extended by the DISTRICT.

#### 5. PAYMENTS:

- a. In lieu of payment, COUNTY shall relocate any and all gopher tortoises from the Site in accordance with the requirements provided in Exhibit D.

#### 6. COMPLIANCE WITH CODES AND LAWS

- a. The COUNTY agrees to abide by all applicable laws, orders, rules, and regulations. The COUNTY is also responsible for obtaining and abiding by federal, state, and local permits necessary for the development and completion of the Approved Use.

#### 7. INDEPENDENT CONTRACTOR

- a. The parties agree that the DISTRICT is an independent contractor and not an agent or servant of the COUNTY. No person employed by any party to this

Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

#### 8. LIABILITY

- a. The parties to this Agreement shall not be deemed to assume any liability for the negligence or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28 Florida Statutes. The COUNTY acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing the dredged material for the Approved Use and are not involved in the design, construction, operation, or maintenance of the Approved Use.

#### 9. BREACH AND OPPORTUNITY TO CURE

- a. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

#### 10. LITIGATION COSTS/VENUE

- a. In the event the DISTRICT or the COUNTY institutes any action or suit to enforce the provisions of this Agreement, each party shall be responsible for its own attorney's fees and costs at trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in Palm Beach or Volusia County, Florida, and any trial shall be nonjury.

#### 11. NOTICE

- a. Any notices required to be given under this Agreement shall be in writing and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the DISTRICT:

Florida Inland Navigation DISTRICT  
1314 Marcinski Road  
Jupiter, Florida 33477-9494  
Attn: Executive Director

As to the COUNTY:

Volusia County, Florida

Daytona Beach, FL \_\_\_\_\_

Attn: \_\_\_\_\_

#### 12. MODIFICATION AND AMMENDMENT

- a. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

#### 13. REMEDIES

- a. This Agreement shall be construed by and governed by the laws of the State of Florida. No remedy herein conferred upon by any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### 14. JOINT PREPARATION

- a. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

#### 15. CAPTIONS

- a. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

#### 16. SEVERABILITY

- a. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.



17. ASSIGNMENT

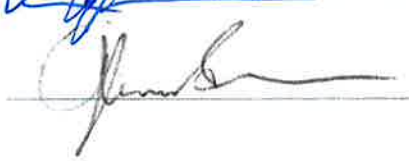
- a. The COUNTY may not assign this Agreement or any interest hereunder without the express prior written consent of the DISTRICT.

18. ENTIRETY OF AGREEMENT

- a. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.
- b. This Agreement may be executed in counterparts, all of which taken together shall be deemed an original, with a facsimile and/or an e-mail signature serving as an original thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month, and year aforesaid.

WITNESSES:



  


FLORIDA INLAND NAVIGATION  
DISTRICT

By:   
Mark Crosley, Executive Director


DATE: 12-27-22

WITNESSES:

  
Karissa Green  
  
Jenna Mistrade

COUNTY COUNCIL

COUNTY OF VOLUSIA, FLORIDA

By:   
FOR Jeffrey S. Brower  
County Chair

DATE: 12/21/2022

Attest:   
George Recktenwald  
County Manager

DATE: 12/23/2022



EXHIBIT A

LEGAL DESCRIPTION OF DMMA V-26



## Exhibit A

V-24

### LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 29 AND 52, TOWNSHIP 17 SOUTH, RANGE 34 EAST AND BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4240, PAGE 573 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:  
COMMENCING AT A CONCRETE MONUMENT STAMPED "PLS 2027" LOCATED AT THE SOUTHWEST CORNER OF SECTION 49, TOWNSHIP 17 SOUTH, RANGE 34 EAST (THE SEYMOUR PICKETT GRANT); THENCE N.71°36'38"E., ALONG THE SOUTH LINE OF SAID SECTION 49, A DISTANCE OF 1856.33 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID SECTION 49, THE SOUTH RIGHT OF WAY LINE OF TENTH AVENUE AND THE NORTH LINE OF SAID SECTION 29 AND SAID POINT BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE N.71°36'38"E., ALONG SAID LINE, 782.96 FEET; THENCE S.23°18'56"E., 194.01 FEET; THENCE N.66°41'04"E., 80.00 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 80.00 FEET WEST OF, WHEN MEASURED AT A RIGHT ANGLE TO, THE EAST LINE OF THE AFORESAID SECTION 29; THENCE S.23°18'56"E., ALONG SAID LINE, 3145.54 FEET; THENCE S.67°17'32"W., 939.54 FEET; THENCE N.23°19'31"W., 3198.50 FEET; THENCE N.66°40'29"E., 80.00 FEET; THENCE N.23°19'31"W., 198.30 FEET TO THE POINT OF BEGINNING.  
CONTAINING 71.95 ACRES MORE OR LESS.





Site	V-26
Common Name	Edgewater Business Park
County/City	Volusia/Edgewater
Geographic Proximity	S. of 10th St., W. of US 1
Acquisition Dates	9/29/1997
Status	Constructed; 4-127-65055-1
Year Constructed	2010
Reach/Cuts	V-V / V-36 to V-44
Site Acres	107.2
Basin Acres	50.69
Design Capacity (cy)	602,426

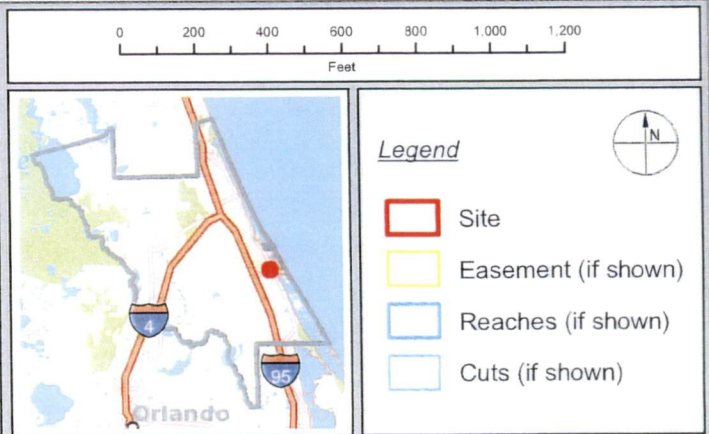
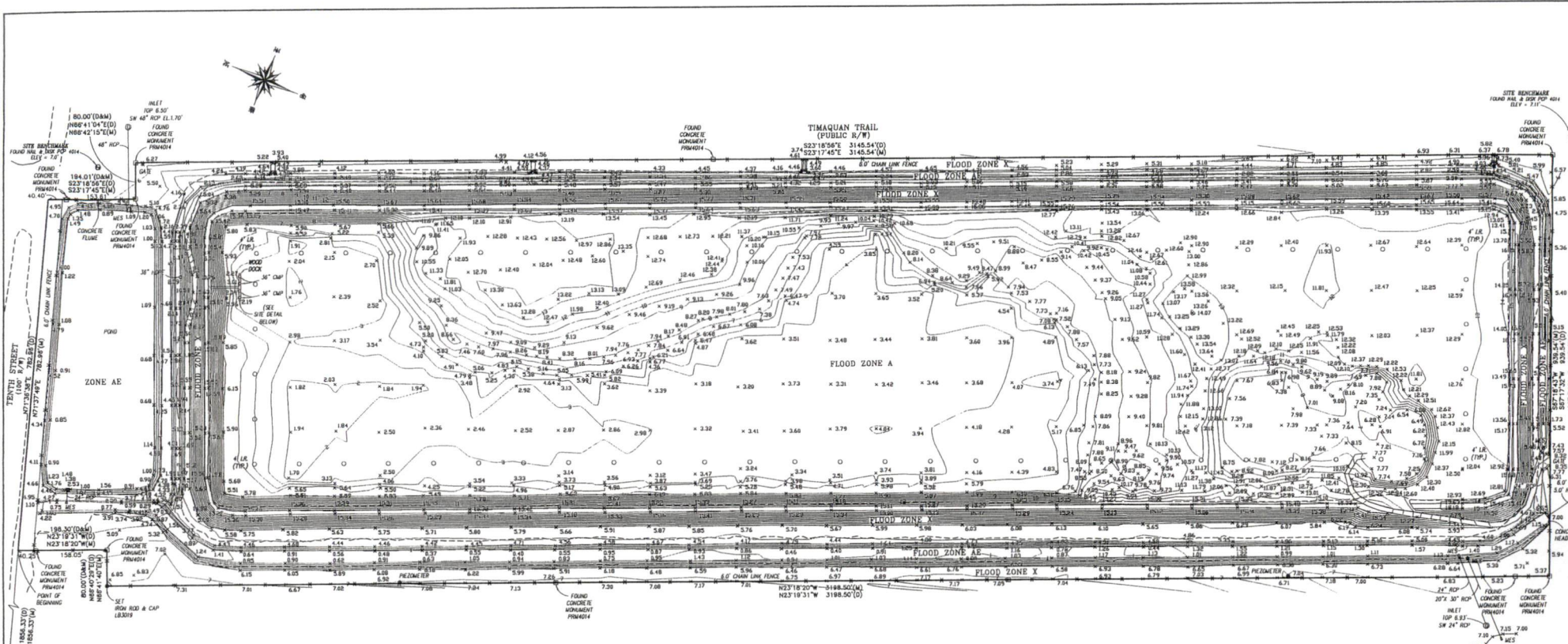


EXHIBIT B

PROFILE OF DMMA V-26





**LEGAL DESCRIPTION:**  
A PARCEL OF LAND LYING IN SECTIONS 28 AND 32, TOWNSHIP 17 SOUTH, RANGE 34 EAST AND BEING A PART OF THE LAND DESCRIBED IN OFFICIAL RECORD MAP 440, PAGE 237 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:  
COMMENCING AT A CONCRETE MONUMENT 10" DIA. LOCATED AT THE SOUTHWEST CORNER OF SECTION 48, TOWNSHIP 17 SOUTH, RANGE 33 EAST (THE SEAGRAM POCKET) CORNER OF SECTION 48, TOWNSHIP 17 SOUTH, RANGE 33 EAST (A DISTANCE OF 108.33 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID SECTION 48, THE SOUTH RIGHT 108.33 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID SECTION 28 AND SAID POINT BEING THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING N71°38'38" E, ALONG SAID LINE, 782.98 FEET; THENCE S23°17'45" E, 194.27 FEET; THENCE N88°47'22" E, 80.00 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 80.00 FEET WEST OF SAID MEASURED AT A RIGHT ANGLE TO THE EAST LINE OF THE ADJACENT SECTION 28, N23°17'45" E, ALONG SAID LINE 110.54 FEET; THENCE S23°17'45" E, 80.00 FEET; THENCE N23°17'45" E, 80.00 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION (CONTINUED):**  
CONTAINING 71.95 ACRES MORE OR LESS.

**LEGAL DESCRIPTION (CONTINUED):**  
1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON STATE PLANE, GRS, NAD 83, FL STATE ZONE. THE SOUTH LINE OF TOWN STREET HAVING A BEARING OF N17°37'47" E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. ELEVATIONS REFER TO N.A.S.D. OF 1988, PER U.S. & G.S. BENCHMARK 2 311 HAVING A PUBLISHED ELEVATION OF 2.20 FEET.

6. THIS PROPERTY IS LOCATED IN F.L.M. ZONE A, AE, & X. THIS LOCATION IS DETERMINED BY SCALING FROM F.L.M. COMMUNITY MAP NO. 121270088A, AS REVISED SEPTEMBER 28, 2017 AND MAP NO. 121270088B, MAP REVISED SEPTEMBER 28, 2017 APPROXIMATE SCALE 1"=100'.

7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL HANDS SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

**LEGEND**

● IRON ROD WITH CAP	○ GAS VALVE	□ FLOOD FIBER OPTIC CABLE BOX	○ SHAWT SHOWER SHOWER HANDBALL
● IRON ROD WITH CAP	○ GAS VALVE	□ FLOOD FIBER OPTIC CABLE VALVE	○ SHAWT STORM DRAIN HANDBALL
● IRON PIPE WITH CAP	○ GAS VALVE	□ FLOOD FIBER OPTIC CABLE VALVE	○ SHAWT GREASE TRAP HANDBALL
● IRON PIPE WITH CAP	○ GAS VALVE	□ FLOOD FIBER OPTIC CABLE VALVE	○ SHAWT ELECTRIC HANDBALL
● IRON PIPE WITH CAP	○ GAS VALVE	□ FLOOD FIBER OPTIC CABLE VALVE	○ SHAWT UTILITY HANDBALL
● IRON PIPE WITH CAP	○ GAS VALVE	□ FLOOD FIBER OPTIC CABLE VALVE	○ SHAWT UTILITY HANDBALL
● IRON PIPE WITH CAP	○ GAS VALVE	□ FLOOD FIBER OPTIC CABLE VALVE	○ SHAWT UTILITY HANDBALL
● IRON PIPE WITH CAP	○ GAS VALVE	□ FLOOD FIBER OPTIC CABLE VALVE	○ SHAWT UTILITY HANDBALL
● IRON PIPE WITH CAP	○ GAS VALVE	□ FLOOD FIBER OPTIC CABLE VALVE	○ SHAWT UTILITY HANDBALL
● IRON PIPE WITH CAP	○ GAS VALVE	□ FLOOD FIBER OPTIC CABLE VALVE	○ SHAWT UTILITY HANDBALL

**ADDITIONAL ABBREVIATIONS-TREE LEGEND**

CP CAMPYR TREE	SB SUGARBERRY TREE	TR TREE
MP MAPLE TREE	CD CEDAR TREE	TR TREE
SY SYCAMORE TREE	EM ELM TREE	TR TREE
OK OAK TREE	OT COTONWOOD TREE	TR TREE
SC SHEET-GUM TREE	PN PINE TREE	TR TREE
HY HICKORY TREE	PM PALM TREE	TR TREE
CH CHINA-BERRY TREE	HY HOLLY	TR TREE

**SLIGER & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
2901 NOVA ROAD  
PORT ST. LUCIE, FL 34957  
(888) 761-5355  
WWW.SLIGERANDASSOCIATES.COM  
LICENSED BUSINESS CERTIFICATION NUMBER 3019  
Copyright © 2019 Sliger & Associates, Inc.

**SITE V-26 EDGEWATER FLORIDA**  
**FOR: COUNTY OF VOLUSIA PW -ENG**  
**ENGINEERING & CONSTRUCTION**  
**JOB NO. 19-0324**

**BOUNDARY TOPOGRAPHIC SURVEY**  
**SHEET 1 OF 1**

**PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)**  
THIS PLAT OF SURVEY IS CERTIFIED TO BE A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THE INFORMATION THEREON, AS OF THE DATE OF SURVEY, AND SHALL NOT BE RELIED UPON BY ANY OTHER PARTY OR FOR ANY OTHER PURPOSE.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER	PARTY CHECK	DRAWN BY	CHECKED BY
BOUNDARY SURVEY	CERTIFIED TO	3-11-2019	19-0324			
TOPOGRAPHIC SURVEY	CERTIFIED TO	3-11-2019	19-0324			
FOUNDATION SURVEY	CERTIFIED TO	3-11-2019	19-0324			
FINAL APPROVATIONS	CERTIFIED TO	3-11-2019	19-0324			

## EXHIBIT C

### INSURANCE REQUIREMENTS

1. Workers' Compensation/Employer's Liability Insurance. Such insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. In addition, the policy(ies) must include:
  - 1.1 The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"
Part Two:	\$1,000,000 Each Accident
	\$1,000,000 Disease – Policy Limit
	\$1,000,000 Disease – Each Employee
  - 1.2 In the event that Contractor provides all or a portion of the Workers' Compensation/Employers Liability insurance required herein via a professional employer organization ("PEO") or employee leasing company, any such Workers' Compensation/Employers Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor's enrolled employees. In addition, and notwithstanding the foregoing, in order to adequately protect DISTRICT and COUNTY against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish DISTRICT and COUNTY with evidence of a stand-alone separate Workers' Compensation/Employers Liability insurance policy issued with Contractor as the named insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Agreement. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employers Liability insurance policy.
  - 1.3 The Workers' Compensation policy must be endorsed to waive the insurers right to subrogate against DISTRICT and COUNTY and their respective Commissioners, officers, employees and agents in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13)



with DISTRICT and COUNTY and their respective Commissioners, officers, employees and agents scheduled thereon.

2. Commercial General Liability Insurance. Such insurance shall be on a form no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria  
Terrorism  
Silica, asbestos or lead  
Sexual molestation

- 2.1 The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

- 2.3 DISTRICT and COUNTY and their respective Commissioners, officers, employees and agents shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

3. Business Automobile Liability Insurance. Such insurance shall be provided on a form no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Contract.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined



4. Until such insurance is no longer required by this Contract, Contractor shall provide DISTRICT and COUNTY with renewal or replacement evidence of insurance at least fifteen (15) days prior to the expiration or termination of such insurance.
5. All policies required by this Contract shall be endorsed to provide that the insurer will provide DISTRICT and COUNTY thirty (30) days' advance notice of any cancellation of the policy, except in cases of cancellation for non-payment of premium for which DISTRICT and COUNTY shall be given ten (10) days' advance notice.
6. Insurers providing the insurance required by this Contract must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

7. Contractor shall provide to DISTRICT and COUNTY satisfactory evidence of the insurance required in the Contract within fifteen (15) calendar days after notification of award of the Contract. As evidence of compliance with the insurance required herein, Contractor shall furnish DISTRICT and COUNTY with one of the following forms of acceptable evidence of insurance:
  - (a) (1) an appropriate Certificate of Insurance (which identifies the project) and is signed  
by an authorized representative of the insurer evidencing all coverage required; and  
(2) a copy of the actual additional insured endorsement as issued on the policy(ies), signed by an authorized representative of the insurer(s) verifying inclusion of DISTRICT and COUNTY and their respective Commissioners, officers, employees and agents as additional insureds;
  - (b) the original of the policy(ies); or
  - (c) other evidence satisfactory to DISTRICT and COUNTY.
8. The official title of the certificate holders are "Florida Inland Navigation District" and "Volusia County, Florida." This official title shall be used in all insurance documentation.
9. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to DISTRICT and COUNTY, if requested by DISTRICT and/or COUNTY, Contractor shall, within thirty (30) days after receipt of a written request from DISTRICT and/or COUNTY, provide DISTRICT and/or COUNTY with a certified copy or certified copies of the policy

or policies providing the coverage required herein. Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

10. The insurance provided by the Contractor shall apply on a primary basis to and shall not require contribution from any other insurance or self-insurance maintained by DISTRICT and COUNTY and their respective Commissioners, members, officers, employees or agents. Any insurance, or self-insurance, maintained by DISTRICT and COUNTY shall be in excess of, and shall not contribute with, the insurance provided by Contractor.
11. DISTRICT and COUNTY and Contractor, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against each other and any of their other contractors, subcontractors, agents and employees, each of the other, for damages or loss to the extent covered and paid for by any insurance maintained by the other party.
12. Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of DISTRICT and COUNTY and their respective Commissioners, officers, employees and agents any deductible or self-insured retention applicable to a claim against DISTRICT and COUNTY and their respective Commissioners, officers, and employees.
13. DISTRICT and COUNTY reserve the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.
14. Compliance with these insurance requirements shall not limit the liability of Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to DISTRICT and COUNTY and their respective Commissioners, officers or employees by the insurance provided by Contractor or DISTRICT and COUNTY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to DISTRICT and COUNTY under this Contract or otherwise.
15. Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from the responsibility to provide insurance as required by this Contract.

## Exhibit D

### Gopher Tortoise Relocation and Removal

1. COUNTY shall identify and relocate any and all gopher tortoises from the Site within the effective date and term of the Agreement.
2. COUNTY shall comply at all times with applicable local, state, and federal regulations regarding the permitting, removal, and relocation of gopher tortoises.
3. COUNTY shall cover all costs associated with the relocation of gopher tortoises from the Site.
4. COUNTY shall keep the DISTRICT updated on progress periodically, and also at the DISTRICT's request.
5. COUNTY shall provide all survey data, permits, GPS coordinates for burrows, and any other relevant data or information that may arise.
6. For all burrows located on the dike or within 25 feet of the dike toe, COUNTY shall only use bucket trap methodology as means for capturing gopher tortoises.
  - a. For the burrows in this area, once a bucket trap has produced a tortoise or has been deemed empty following the completion of the bucket trapping period, COUNTY shall place an adequately sized piece of burlap, or similar fabric, over the opening of the burrow and secure the fabric with stakes to prevent other gopher tortoises from utilizing the burrow.
  - b. Under no circumstances shall COUNTY collapse the burrow opening in this area.
7. For all burrows located more than 25 feet away from the dike toe, COUNTY shall have the option of bucket trapping or mechanical excavation to capture gopher tortoises.





- Project Boundary
- Gopher Tortoise Burrows (29 total)
- Abandoned (1)
- Potentially Occupied (28)

Feet  
0 250 500 1,000

DATA SOURCES:  
Terracon - Gopher Tortoise Survey (2022); ESRI - World Imagery Basemap and World Navigation Map

Project No.:  
EQ227464

Date:  
Nov 2022

Drawn By:  
CBM

Reviewed By:  
CLS

**Terracon**

8001 Baymeadows Way, Ste 1 Jacksonville, FL 32256  
PH. (904) 900-6494 terracon.com

### Gopher Tortoise Locations

FIND V-26  
Edgewater, Volusia County, FL 32132

Page 19 of 19

### Exhibit

1