

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE, FLORIDA
AND THE CITY OF ATLANTIC BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of the 31st day of July, 2013, is entered into by and between:

The City of Jacksonville, a municipal corporation located in Duval County, Florida, whose address is 117 West Duval Street, Suite 400, Jacksonville, Florida 32202; and

The City of Atlantic Beach, a municipal corporation located in Duval County, Florida, whose address is 800 Seminole Road, Atlantic Beach, Florida 32233.

RECITALS

WHEREAS, Selva Marina Country Club, Inc. ("Selva Marina") is the owner of contiguous lands (the "Property") in the City of Jacksonville (hereinafter "Jacksonville") and the City of Atlantic Beach (hereinafter "Atlantic Beach") which are currently used for the Selva Marina Country Club; and

WHEREAS, Atlantic Beach Partners, LLC ("ABP") is the contract purchaser and proposed developer of a portion of the Property; and

WHEREAS, Selva Marina and ABP propose to redevelop the Property as a single family residential development of up to 180 residential lots, a golf course, and a clubhouse and amenities located in both Jacksonville and Atlantic Beach (hereinafter the "Redevelopment"). Most of the lots will be located in Jacksonville; most of the redeveloped golf course will be located in Jacksonville; some of the residential lots, a portion of the golf course and the practice course, the clubhouse, and all of its amenities will be located in Atlantic Beach; and all access points will be at roads within the jurisdiction of Atlantic Beach (although the centerline of Dutton Island Road East constitutes a portion of the boundary between Jacksonville and Atlantic Beach). A conceptual site plan depicting the proposed Redevelopment and the municipal boundary lines is attached as **Exhibit 1** (hereinafter the "Conceptual Site Plan"); and

WHEREAS, as there is no general or special law authorizing either municipality to exercise extraterritorial powers within the other municipality, ABP has applied to both municipalities to rezone the Property in both municipalities, consistent with the applicable zoning regulations of each municipality. The rezoning ordinance numbers are Ordinance _____ (Jacksonville) and Ordinance 90-13-216 (Atlantic Beach)(collectively, the "Rezoning"). Although the Conceptual Site Plan for the proposed Redevelopment includes lands within both municipalities, each municipality's approval of the Rezoning for the Redevelopment will be limited to the portion of land depicted on the Conceptual Site Plan that is located within that municipality's corporate boundaries; and

WHEREAS, as the parties desire to cooperate with each other in connection with the approval processes related to the Rezoning and the Redevelopment, the parties propose to enter into this Interlocal Agreement to facilitate the cost-effective and orderly provision of public services to the Redevelopment, and to delineate responsibility for providing said public services; and

WHEREAS, the Interlocal Agreement is authorized by the provisions of Section 163.01, Florida Statutes, which authorizes the joint exercise by agreement of two or more public agencies of any power common to them; and

WHEREAS, the parties are otherwise authorized to make and enter into this Interlocal Agreement, pursuant to lawful action by their respective legislative governing bodies;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows.

SECTION 1. RECITALS. The above recitals are true and correct, are incorporated as if fully set forth herein, and form a material part of this Interlocal Agreement upon which the parties have relied.

SECTION 2. WATER AND SEWER Atlantic Beach will provide water and sewer service to the Redevelopment.

SECTION 3. ELECTRICITY. JEA will provide electricity within the Redevelopment. Public utilities will be constructed underground and located within a utility easement(s) as required by Sections 24-136, 24-221(h) and 24-253 of Atlantic Beach's land development regulations.

SECTION 4. APPROVAL AND RECORDING OF SUBDIVISION PLANS AND PLATS. Inasmuch as the preparation of a final subdivision plat is prescribed by Chapter 177, Part I, Florida Statutes, and the recording of plats is a function of the Duval County Clerk of Courts, rather than a function of either municipality, review of construction plans for subdivision improvements, including roads, and platting for the Redevelopment shall be through Atlantic Beach in accordance with procedures set forth within the Atlantic Beach land development regulations.

SECTION 5. ROADWAY DEDICATION. All roads dedicated for public use within the Redevelopment will be dedicated to the municipality within which the road, or any part thereof, is located. If those portions of the Property currently located within Jacksonville are annexed into Atlantic Beach, then all roads dedicated for public use will be dedicated/rededicated to Atlantic Beach.

SECTION 6. CONCURRENCY. Atlantic Beach will conduct concurrency and/or mobility review of the Redevelopment for all facilities and services, including schools, and any fees or exactions for impacts on such facilities and services will be those required under the Atlantic Beach land development regulations.

SECTION 7. PERMITTING AND ENFORCEMENT. Atlantic Beach will review for permitting all development within the Redevelopment, and the issuance of building permits and certificates of occupancy within the Redevelopment shall be in accordance with established procedures in Atlantic Beach. With regard to zoning, Atlantic Beach shall ensure compliance with the Rezonings both in permitting and in uses. With regard to matters of building code and other matters not addressed in the Rezonings or herein, Atlantic Beach shall ensure compliance with laws and regulations otherwise applicable in Atlantic Beach.

SECTION 8. PROPOSED ANNEXATION. Selva Marina and APB have represented to both municipalities that they wish to annex those portions of the Property currently located within Jacksonville into Atlantic Beach so that all of the Redevelopment will be located within a single municipality. Selva Marina and APB will initiate a proposal for annexation, and Atlantic Beach and Jacksonville agree to consider whether to permit Atlantic Beach to annex the portion of the Property currently located in Jacksonville

SECTION 9. SPLIT PARCELS. Except as otherwise set forth in this Interlocal Agreement or any previous agreement between Atlantic Beach and Jacksonville, each respective municipality will provide all services for and receive all taxes collected on those parcels of land located within the respective municipality. For any parcel or platted lot which is divided between jurisdictions, the municipality in which in which the greater land area of the parcel or lot is located will provide all services for and receive all taxes collected on such parcel or lot.

SECTION 10. TERM. The effective date of this Interlocal Agreement will be the date of recording with the Duval County Clerk of Court as required by Section 163.01(11), Florida Statutes. This Interlocal Agreement may be terminated either by the annexation described above or by the mutual written agreement of the parties.

SECTION 11. BINDING EFFECT. Each party represents to the other that it has undertaken all necessary actions to execute this Interlocal Agreement, that it has the legal authority to enter into this Interlocal Agreement, and to undertake all obligations imposed upon it.

SECTION 12. APPLICABLE LAW AND VENUE. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Duval County, Florida.

SECTION 13. SEVERABILITY. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable, and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

SECTION 14. ENTIRE AGREEMENT; AMENDMENT. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between them relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION 15. CONSTRUCTION. The parties stipulate and agree that they have each taken part in the negotiation of this Interlocal Agreement. Therefore, this Interlocal Agreement shall not be more strictly construed against the party which prepared it.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

ATTEST:

James R. McE...
Corporation Secretary



CITY OF JACKSONVILLE

By: *Karen Bowling*
Alvin Brown, Mayor

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

Approved as to form:

By: *James R. McE...*
Office of General Counsel
Date: 7-29-13

STATE OF FLORIDA }
COUNTY OF DUVAL }

Karen Bowling - for and on behalf of

The foregoing instrument was acknowledged before me this 31 day of July, 2013, by ~~Alvin Brown~~ as the Mayor of the City of Jacksonville, and who has acknowledged that he executed the same on behalf of the City of Jacksonville and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

Ivy L. Dwyer-Frazee
Notary Public, State of Florida



CITY OF ATLANTIC BEACH, FLORIDA

ATTEST:

Mike Borno
Mayor

Nancy E Bailey
Signature

Type/Print Name: NANCY E BAILEY

Title: ADMINISTRATIVE ASSISTANT TO CITY CLERK

Date: 7-24-13

Approved as to form and legality:

[Signature]
City Attorney

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 24 day of July, 2013, by MIKE BORNO, Mayor of the City of Atlantic Beach, and who has acknowledged that he executed the same on behalf of the City of Atlantic Beach and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

Nancy E Bailey
Notary Public, State of Florida

