

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of the Effective Date set forth below, by and between the **CITY OF FERNANDINA BEACH**, ("CITY"), and **NASSAU COUNTY**, by and through its Board of County Commissioners, ("COUNTY"), pursuant to and in contemplation of Florida Statutes §163.01 (1997).

**WHEREAS**, the Agricola property ("Property"), as more particularly described in Exhibit "A", attached hereto, is a 40 acre property located in Nassau County, Florida, which the City and County desire to see preserved and used as a mixed use park; and

**WHEREAS**, the **TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation, ("TPL"), holds an option to purchase the property; and

**WHEREAS**, TPL has agreed to enter into a Lease-Purchase agreement with the City and County, in consideration of the City's and County's mutual promises to develop, keep and preserve the property for public parks, open space, recreation and conservation;

Now, therefore, the City and County agree as follows:

1. The City and County will jointly execute a Lease-Purchase Agreement with TPL, to lease-purchase the property for the agreed lease-purchase price of \$710,000.00, which shall be paid, in equal shares, by the City and County, with payments of 10% down, and the balance to be paid pursuant to terms to be agreed to by and among TPL, City and County.

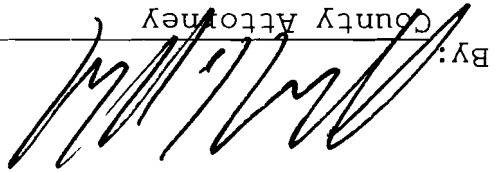
2. The City and County shall agree on the fees to be charged, if any, for the use of the facilities to be constructed on the property. Any such fees collected shall be shared equally between the parties.

3. A copy of this Agreement shall be filed with the Clerk of the Court, in accordance with Florida Statutes §163.01(11).

4. City and County agree to execute such other and further agreements as may be necessary to assure the successful completion and operation of the project.

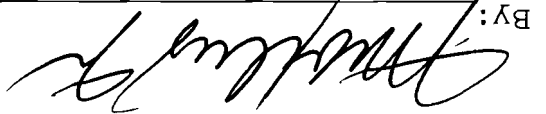
IN WITNESS WHEREOF, the City and County have executed this Agreement, to be effective on the date of the execution hereof by both parties.

County Attorney

By: 

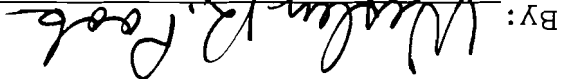
Approved as to Form:

County Clerk

By: 

ATTEST:

City Attorney

By: 

Approved as to Form:

City Clerk

By: 

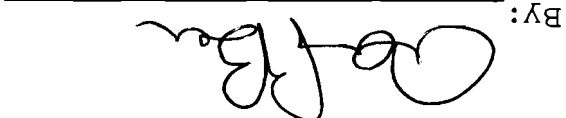
ATTEST:

Its: Chairman

By: 

BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY

Its: Mayor-Commissioner

By: 

CITY OF FERNANDINA BEACH

PARCEL "A":

All that certain tract or parcel of land, situate, lying and being on Amelia Island, in the County of Nassau and State of Florida, and being in and a part of Section Ten (10), in Township Three (3) North, Range Twenty-eight (28) East, and which tract or parcel of land, hereby conveyed is more particularly described as follows:

A parcel of land described as follows:

Commence at the Southwest corner of Parcel "A" as described in Official Record Book 676, page 299 of the public records of Nassau County, Florida; thence North Seventy-nine (79) degrees, Thirty-one (31) minutes, Thirty-seven (37) seconds East, along the southerly line of said parcel "A" a distance of Three Hundred Twenty-seven and Thirtieth (270.75) feet; thence North Fifteen (15) degrees, Seven (07) minutes, Forty-five (45) seconds West, along the Easterly line of those lands described in O.R. Book 213 at Page 404 of said public records a distance of Six Hundred Sixteen and Eighty-four hundredths (616.84) feet to the Northeast corner of said lands for the point of beginning; thence South Seventy-four (74) degrees, Fifty-two (52) minutes, Fifteen (15) seconds West, a distance of Three Hundred Forty-one and Seventy-seven hundredths (341.77) feet more or less to the mean high water line of Amelia River; thence Northerly along said mean high water line Seven Hundred Forty and Twenty-six hundredths (740.26) feet more or less; thence North Eighty-three (83) degrees, Thirty-six (36) minutes, Forty-eight (48) seconds East, a distance of Six Hundred Eighty-nine and Two hundredths (689.02) feet more or less; thence South Fifteen (15) degrees, Seven (07) minutes, Forty-five (45) seconds East, a distance of Eight Hundred Three and Ninety-six hundredths (803.96) feet to the Northerly right of way line of a county road (80' right of way) described in Deed Book 75 at Page 139 of the public records of Nassau County, Florida; thence South Seventy-eight (78) degrees, Twenty-two (22) minutes, Forty-three (43) seconds West, along said Northerly right of way line a distance of Two Hundred Thirty-five and Seventy-four hundredths (235.74) feet to a point of curve; thence Southwesterly along said curve One Hundred Ten and Fifty-four hundredths (110.54) feet, (said curve being concave Southwesterly, having a radius of Three Hundred Ninety-eight and Tenth (398.10) feet, a chord bearing of South Seventy (70) degrees, Twenty-five (25) minutes, Twenty-eight (28) seconds West and a chord distance of One Hundred Ten and Eighteen hundredths (110.18) feet), to the Easterly line of said lands described in O.R. Book 213 at Page 404; thence North Fifteen (15) degrees, Seven (07) minutes, Forty-five (45) seconds West, along said Easterly line a distance of Four Hundred Twenty-five and Forty-two hundredths (425.42) feet to the Point of Beginning-

ALSO:

That portion of the aforementioned Parcel "A" lying Southerly of the aforementioned County Road (80' Right of Way) described in Deed Book 75 at Page 139 of said public records, EXCEPTING THEREFROM any portion lying within those lands described in Official Record Book 213, page 404 of the public records of Nassau County, Florida.

Plus - 30 Acres of wetlands in EAGANS Creek

LESS:

PARCEL "B":

A portion of Section 10, Township 3 North, Range 26 East, Fernandina Beach, Nassau County, Florida.

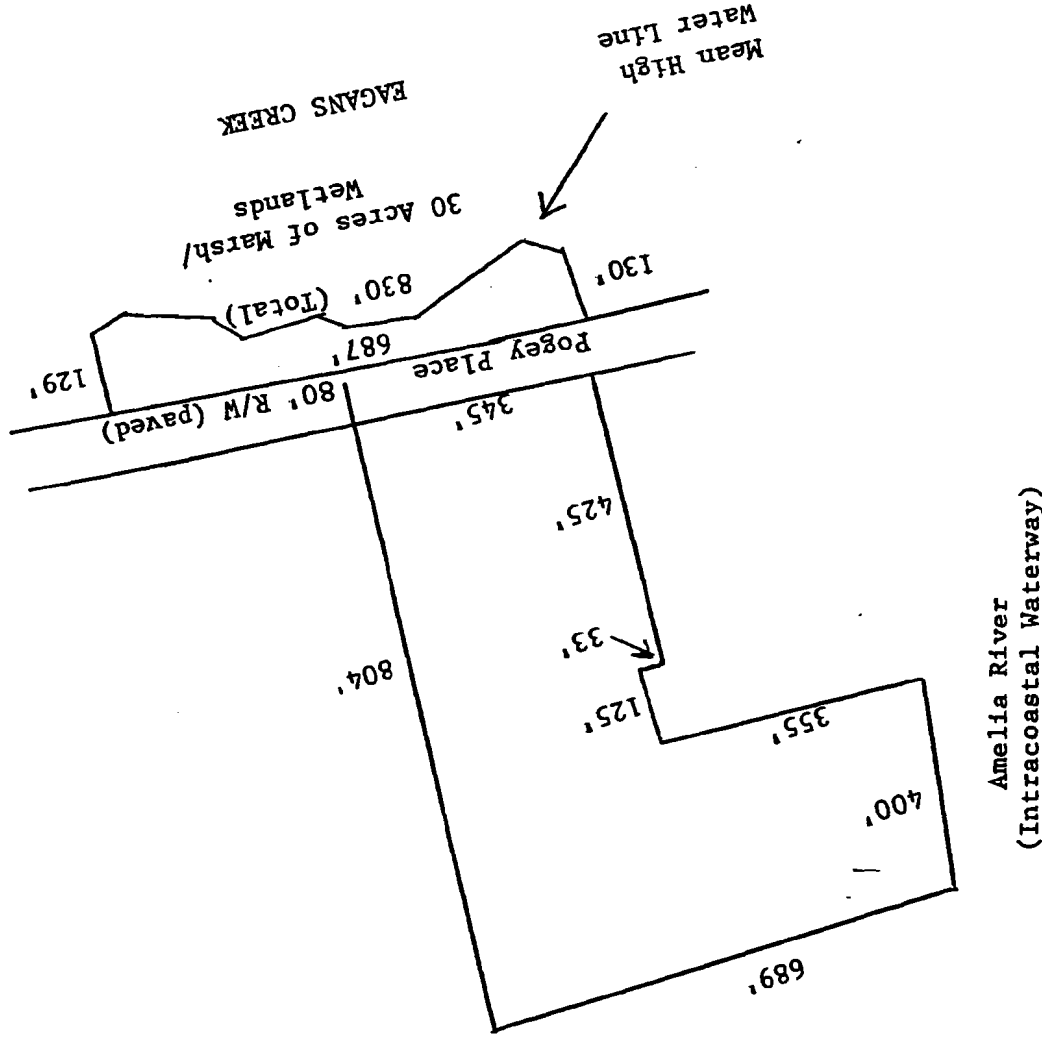
Being also a portion of Parcel No. 2 shown on plat recorded in the public records of the aforesaid County, in Plat Book "O", Page 39.

Said portion being more particularly described as follows: For a point of reference commence at a granite monument marked U.S.M.S. and shown as Station "C" on said plat recorded in Plat Book "O", Page 39; and run North  $79^{\circ} 17' 50''$  East along the Southerly line of Parcel 2 aforementioned a distance of 327.55' feet; run thence North  $15^{\circ} 22'$  West, a distance of 616.82' feet to the Point of Beginning.

From the Point of Beginning thus described continue North  $15^{\circ} 22'$  West, a distance of 100.0' feet; run thence South  $74^{\circ} 38'$  West a distance of 330.0' feet more or less, to the high water line of Amelia River; run thence in a Southerly direction along said high water line a distance of 110.0' feet more or less in where said high water line is intersected by a line that bears South  $74^{\circ} 38'$  West from the Point of Beginning; run thence North  $74^{\circ} 38'$  East a distance of 330.0' feet more or less to the POINT OF BEGINNING.

Together with an easement for ingress and egress purposes; said easement being a 30.0' strip of land that lies to the East of and adjoins the following described line; Begin at the Point of Beginning of the foregoing described lands; and run North  $15^{\circ} 22'$  West, a distance of 100.0' feet; run thence South  $15^{\circ} 22'$  East, to the Northerly right of way line of a County Road described in deed recorded in the aforesaid Public Records in Deed Book 75, Page 139 for the Termination Point.

Note: Several surveys and legals were provided that resulted in this sketch.



Provided Size Estimate:  
 10.5 Acres Upland ±  
 30.0 Acres Wetland ±  
 40.5 Acres ±

SITE DIAGRAM



# City of Fernandina Beach

OFFICE OF THE CITY CLERK

November 25, 1998

Mr. William L. Agricola  
3670 South Fletcher Avenue  
Fernandina Beach, Florida 32034

Mr. Don Morrow  
Senior Project Manager  
The Trust for Public Land  
306 North Monroe Street  
Tallahassee, Florida 32301-7622

RE: INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
FERNANDINA BEACH AND NASSAU COUNTY  
REGARDING AGRICOLA PROPERTY TO BE USED FOR  
MARINE PARK

Dear Messrs. Agricola and Morrow:

At the request of City Attorney Wesley R. Poole, I am enclosing a fully executed copy of the above referenced Interlocal Agreement for your information and records. If we can be of assistance, please let us know.

Sincerely,

CITY OF FERNANDINA BEACH

Vicki P. Cannon  
City Clerk

VPC/mm  
Enclosure

cc: Walt Gossett, County Coordinator  
Wesley R. Poole, City Attorney

98 DEC -3 PM 12:35

FERNANDINA  
COUNTY COORDINATOR'S  
OFFICE