



2/22/99 TK  
cc: C. Oxley  
J. D'Amato  
J. Pearson

# City of Fernandina Beach

OFFICE OF THE CITY MANAGER

February 15, 1999

Mr. Walt Gossett  
County Coordinator  
Nassau County  
Post Office Box 1010  
Fernandina Beach, Florida 32034

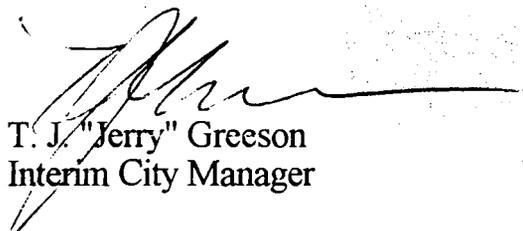
Re: Annexation Agreement for Nassau County Health Department

Dear Walt:

Attached please find a copy of the above referenced Annexation Agreement approved by the City Commission on February 2, 1999. We are retaining the original for our files.

Sincerely,

CITY OF FERNANDINA BEACH



T. J. "Jerry" Greeson  
Interim City Manager

TJG/sw  
Attachment

cc w/ Attachment: Vicki P. Cannon, City Clerk (w/ original Agreement)  
L. Douglas Jones, Development Services Director  
Jim B. Higginbotham, Public Works Director  
Walter Gray, Sewer Plan Superintendent

*place on  
St. meeting  
wealey 1/25/99*

FERNANDINA BEACH VOLUNTARY ANNEXATION AGREEMENT

THIS VOLUNTARY ANNEXATION AGREEMENT dated this 22 day of JAN., 1999, by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and NASSAU County, (hereinafter referred to as "Applicant").

WHEREAS, this Annexation Agreement (hereinafter referred to as "Agreement") shall be considered entered into upon adoption, where the actual annexation of land shall occur within thirty (30) days of the subject property adjoining any boundary demarking the incorporated area of the City of Fernandina Beach and upon the adoption of an Ordinance by the City Commission of the City authorizing and approving the execution of such agreement, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission; and

WHEREAS, the applicants are the owners of record of this certain parcel of land consisting of that certain property known and described as follows:

All of that certain lot, piece, or parcel of land situate, lying, and being located SOUTH of the City Limits of the City of Fernandina Beach, County of Nassau, and State of Florida, and further known and legally described as the:

THE WESTERLY 170 FEET OF THE SOUTHERLY 280 FEET OF OUTLOT 206.  
TOGETHER WITH THE WESTERLY 170 FEET OF THE NORTHERLY 292.50 FEET  
OF OUTLOT 207.

according to a map of Amelia Island showing the plats of:

CITY OF FERNANDINA BEACH AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED BY THE FLORIDA TOWN-IMPROVEMENT COMPANY IN 1887 AND 1901.

which are on file in the office of the Clerk of Circuit Court of Nassau County, Florida.

WHEREAS, the Covenants and acknowledgments contained herein have been made in consideration of annexation into the City of Fernandina Beach of the above described property; and

WHEREAS, the Applicant has agreed to file a Petition for Annexation of the subject property with the City within thirty (30) days of said subject property adjoining any boundary demarking the incorporated area of the City; and

WHEREAS, the appropriate and required public hearings have been held pursuant to City and State Law; and

WHEREAS, it is the desire of the City to provide for appropriate use of the subject property; and

WHEREAS, the Applicants are willing to have the subject property annexed to the City and the City desires and believes that it would be in the best interest of the City to annex the land which is contiguously located outside the corporate limits of the City in Nassau County, Florida; and

WHEREAS, the parties believe that it would be appropriate to reclassify the present zoning of CPO as defined and classified under the Nassau County Zoning Ordinance to its corresponding zoning of CPO as defined and classified under the City of Fernandina Beach Land Development Code. And the parties believe that it would be appropriate to reclassify the present future land use of Public Bldgs & Grounds as defined and classified under the Nassau County Comprehensive Plan to its corresponding future land use of Commercial-Low Intensity defined and classified under the City of Fernandina Beach Comprehensive Plan.

NOW, THEREFORE, in consideration of the mutual promises, covenants and acknowledgments stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date: This Agreement shall become effective upon execution;
2. Execution: The parties hereto agree to execute any and all such documents as are necessary to carry out the terms and provisions of this Annexation Agreement.
3. Binding Effect: The parties hereto do covenant and agree that the instrument and its Exhibits, in whole or in part, shall be binding on their assigns, personal representatives and successors, including the body politic and corporate known as the City of Fernandina Beach.
4. Sanitary Sewer: The Applicant shall be permitted to tap into the City's sanitary sewer system at a point determined by the City Manager. The Applicant shall also be responsible for payment to the City a standard tap in fee and all Sewer Impact Fees that are assessable under City Ordinance.

5. Impact Fees: The Applicant agrees to pay all other Impact Fees that are applicable and authorized under City Ordinance at the time of Annexation.

6. Governing Law: The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

7. Entire Agreement: The parties hereto acknowledge that this agreement constitutes the sole agreement between the parties; that all prior proposals and agreements, whether oral or written, are hereby superseded; and that this Agreement may not be changed, altered or modified except in writing and signed by the Parties hereto. The parties hereto further acknowledge that, in entering into this Agreement, each party has not been induced by, has not relied upon, and has not included as part of the basis of the bargain herein, any representation or statement, whether expressed or implied, made by any agent, representative or employee, which representation or statement is not approved by the other at any public hearing or work session of the City Commission or otherwise made as part of the official public record in the proceedings related to this Agreement. This Agreement binds the Applicant's subject property to being annexed into the City within thirty (30) days of the said subject property adjoining any boundary demarking the incorporated area of the City and upon the adoption of an Ordinance by the City Commission of the City authorizing and approving the execution of such agreement, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission.

8. Default: In the event either of the parties default in the performance of the obligations set forth in this Agreement, then the other may, upon notice to defaulting party, allow defaulting party sixty (60) days to cure default or provide evidence to the non-defaulting party that such default will be cured in a timely manner if it cannot be cured during said period. If defaulting party fails to cure such default or provide such evidence as provided above, then, with notice to defaulting party, the other may begin proceedings to require specific performance of this agreement or bring suit for damages for breach of the agreement. The prevailing party shall be entitled to a reasonable attorney's fee for having brought such action.

IN WITNESS WHEREOF, the City and Applicant(s) have caused this instrument to be executed by their respective proper parties duly authorized to execute the same on the day and the year first above written.

CITY OF FERNANDINA BEACH

  
\_\_\_\_\_  
T.J. "Jerry" Greeson  
Interim City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY.

[Signature]  
Witness Signature  
Michael S. Mullin  
Witness Printed Name

[Signature]  
Applicant Signature  
J. H. Cooper  
Applicant Printed Name

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Witness Signature

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Applicant Signature

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Applicant Signature

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Witness Printed Name

\_\_\_\_\_  
Applicant Printed Name

STATE OF FLORIDA  
COUNTY OF Nassau

Sworn and subscribed before me this 22nd day of January, 1999.

Janet E. Conn  
Signature of Notary



JANET E. CONN  
Notary Public, State of Florida  
My comm. expires June 2, 2001  
Comm. No. CC 651935  
\_\_\_\_\_  
Print, Type or Stamp Commissioned

Personally Known  Or Produced Identificaiton \_\_\_\_\_

Type of Identificaiton Produced \_\_\_\_\_

ADDENDUM I  
TO  
CITY OF FERNANDINA BEACH  
VOLUNTARY ANNEXATION AGREEMENT

THIS ADDENDUM I to the City of Fernandina Beach Voluntary Annexation Agreement, executed the 22<sup>nd</sup> day of January, 1999, is entered into by and between the CITY OF FERNANDINA BEACH (hereinafter referred to as "City"), a municipal corporation, and Nassau County (hereinafter referred to as "Applicant"), this 22<sup>nd</sup> day of January, 1999.

NOW, THEREFORE, the City and Applicant mutually agree as follows:

Section 9 is hereby added to said Voluntary Annexation Agreement and supercedes any provision in conflict therewith:

Section 9. This Agreement is subject to the provisions of Chapter 163, Florida Statutes, and the relevant provisions of the City of Fernandina Beach Code of Ordinances regarding the rezoning of lands and consistency with, and amendment to the Comprehensive Plan.

The date of execution of this addendum shall be the date that the last party signs this addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this ADDENDUM I to the VOLUNTARY ANNEXATION AGREEMENT, executed the 22<sup>nd</sup> day of January, 1999.

CITY OF FERNANDINA BEACH

NASSAU County

By: [Signature]  
Its: Interim City Manager

Date: 2/4/99

By: [Signature]  
Its: CHAIRMAN

Date: 1/22/99

Approved as to Form and Legal Sufficiency:

Wesley R. Poole  
City Attorney



JANET E. CONN  
Notary Public, State of Florida  
My comm. expires June 2, 2001  
Comm. No. CC 651935

Janet E. Conn  
Janet E. Conn  
1-22-99