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and

Richard C. Komando, Esq.
Kopelousos, Bradley & Garrison,
1279 Kingsley Ave Suite 118
Orange Park, FL 32073-4604

**INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN THE CITY OF ATLANTIC BEACH
AND
THE CITY OF JACKSONVILLE**

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT ("Agreement") is made on this 11 day of May, 2015 between the CITY OF ATLANTIC BEACH, a municipal corporation of the State of Florida located in Duval County, Florida ("ATLANTIC BEACH"), and the CITY OF JACKSONVILLE, a political subdivision of the State of Florida, in its capacity and jurisdiction as a chartered county government pursuant to Section 1.101(b) of the Charter of the City of Jacksonville ("JACKSONVILLE"). ATLANTIC BEACH and JACKSONVILLE are collectively referred to herein as the "Parties."

WHEREAS, the legislative intent of the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes is, inter alia, to provide an alternative process for local governments regarding the annexation of territory; to establish a more flexible process for adjusting municipal boundaries; to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments; to promote sensible boundaries that reduce the costs of

local governments, avoid duplicating local services, and increase political transparency and accountability; and to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services; and

WHEREAS, Section 171.204, Florida Statutes authorizes the annexation of lands that may not qualify for annexation under the provisions of Chapter 171, Part I, Florida Statutes, such that a municipality may annex lands of any character; and

WHEREAS, the Parties have identified certain land that is within the jurisdiction of JACKSONVILLE, but that is logical for annexation into ATLANTIC BEACH, and desire to enter into this Agreement to facilitate said annexation, and to address the provision of services and infrastructure to said land; and

WHEREAS, the Parties have complied with the procedural requirements contained in Chapter 171, Part II, Florida Statutes and have negotiated this Agreement; and

WHEREAS, the governing boards of the Parties deem it to be in the best interests of their citizens to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated as if fully set forth herein.

SECTION 2. AUTHORITY. This Agreement is entered into pursuant to Chapter 171, Part II, Florida Statutes.

SECTION 3. MUNICIPAL SERVICE AREA. The area that is the subject of this Agreement (the "Property") is depicted and described in Exhibit A.

SECTION 4. AGREEMENTS. The Parties have ensured the efficient provision of infrastructure and service delivery to other properties by means of: an Inter-Local Agreement dated May 11th, 1982; and an Agreement between the City of Jacksonville and Atlantic Beach dated September 28th, 1995. The Parties have also entered into an Interlocal Agreement dated July 31, 2013 that is specific to the Property. The Parties agree further to provide infrastructure and service delivery within and to the Property in accordance with the terms and conditions of the above described 1982, 1995, and 2013 Agreements, and any subsequent amendments to the same.

SECTION 5. VOLUNTARY ANNEXATION. The owners of the Property may petition ATLANTIC BEACH for voluntary annexation even if such lands do not qualify for voluntary annexation under the provisions of Chapter 171, Part I, Florida Statutes. ATLANTIC BEACH shall have the authority to annex lands for which a petition for voluntary annexation from one or more persons who own in excess of fifty percent (50%) of the Property has been received. Upon determination by ATLANTIC BEACH that the petition bears the requisite percentage of signatures, ATLANTIC BEACH may, at any regular meeting, adopt a non-emergency ordinance to annex the Property and redefine the boundary lines of ATLANTIC BEACH to include the Property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for two (2) consecutive weeks in a newspaper of

general circulation. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from ATLANTIC BEACH. An ordinance adopted under this section shall be filed with the Clerk of the Circuit Court and the chief administrative officer of JACKSONVILLE and with the Department of State within seven (7) days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. JACKSONVILLE hereby consents to such annexation.

SECTION 6. LAND DEVELOPMENT PLANNING AND REGULATION. The Parties agree that until such time as ATLANTIC BEACH approves a voluntary annexation pursuant to this Agreement, the Property shall remain subject to the applicable local government's zoning designations, Future Land Use Map designations, and land development regulations. Upon the effective date of any ordinance approving a voluntary annexation pursuant to this Agreement, the annexed lands shall be subject to all laws, ordinances, and regulations in force within ATLANTIC BEACH at the time of annexation, except that until ATLANTIC BEACH adopts an amendment to its Comprehensive Plan incorporating the annexed area, JACKSONVILLE'S Comprehensive Plan, zoning, and land development regulations remain in full force and effect within the annexed area. Upon the effective date of any ordinance approving a voluntary annexation pursuant to this Agreement, the effective date of any ordinance amending ATLANTIC BEACH'S Comprehensive Plan, or the effective date of any ordinance rezoning the lands within the annexed area, whichever occurs last, the annexed area shall be

subject to ATLANTIC BEACH'S Land Development Regulations, and shall be subject to ATLANTIC BEACH'S building, zoning, and planning jurisdiction.

SECTION 7. INCORPORATION INTO COMPREHENSIVE PLANS. No later than six (6) months following the approval of this Agreement, the Parties shall incorporate into the Intergovernmental Coordination Element (and as necessary other Elements) of their respective Comprehensive Plans the provisions of this Agreement as is necessary to effectuate the intent of this Agreement and the obligations assumed by each hereunder.

SECTION 8. TERM OF AGREEMENT; EFFECTIVE DATE. The term of this Agreement shall coincide with the above described prior agreements in Section 4, but shall not exceed twenty (20) years. This Agreement shall become effective upon the enactment by the Parties of ordinances adopting this Agreement. The Effective Date shall be the date of final adoption by the last Party.

SECTION 9. RENEWAL OF AGREEMENT. The Parties shall initiate negotiations for the renewal or extension of this Agreement beyond the twenty (20) year term no later than eighteen (18) months prior to the termination of the initial term.

SECTION 10. PERIODIC REVIEW; This Agreement shall be periodically reviewed by the Parties.

SECTION 11. MODIFICATION. This Agreement may be modified in writing by mutual consent of the Parties.

SECTION 12. DISPUTE RESOLUTION. In the event of any dispute related to this Agreement, the Parties agree to resolve the dispute consistent with the conflict

resolution procedures established in Chapter 164, Florida Statutes. If there is a failure to resolve the conflict, no later than thirty (30) days following the conclusion of the procedures established in Chapter 164, Florida Statutes, a Party may file an action in Circuit Court to resolve the dispute.

SECTION 13. NOTICE. All notices, consents, approvals, waivers, and elections under this Agreement must be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as may otherwise designate in writing.

City of Atlantic Beach
800 Seminole Road
Atlantic Beach, Florida 32233

City of Jacksonville
St. James Building
117 West Duval Street, Suite 400
Jacksonville, Florida 32202

SECTION 14. SOLE BENEFIT. This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation, or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of

and shall be binding upon the Parties, and their respective representatives, successors and assigns.

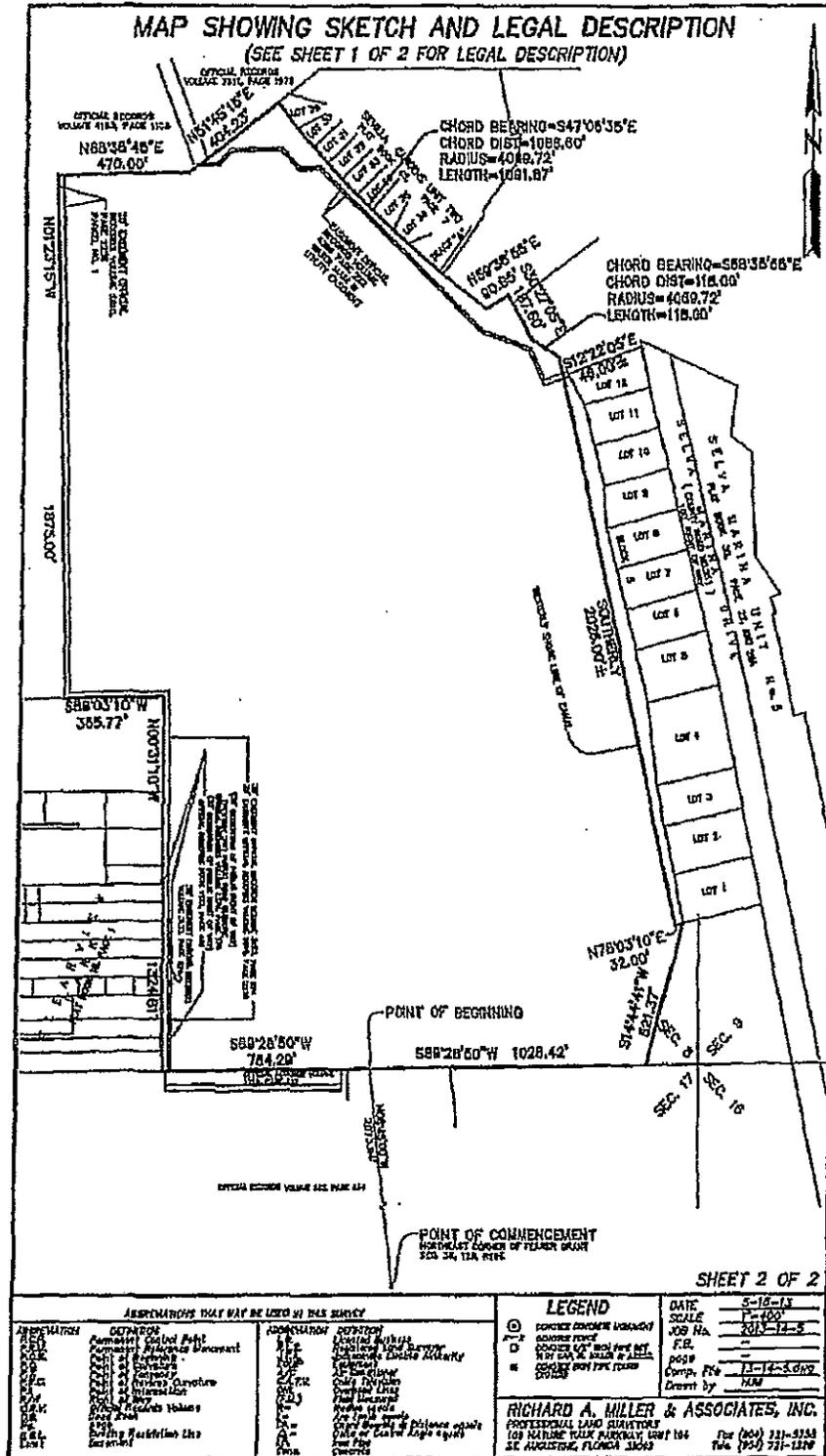
SECTION 15. AUTHORITY. The Parties each represent and warrant to the other its respective authority to enter into this Agreement, and acknowledge the validity and enforceability of this Agreement. The Parties hereby represent, warrant and covenant that this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

SECTION 16. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

SECTION 17. GOVERNING LAW, VENUE AND JURISDICTION. The laws of the State of Florida shall govern this Agreement. Venue shall be in Duval County, Florida. Jurisdiction shall be in the Fourth Judicial Circuit Court.

SECTION 18. SEVERABILITY. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

EXHIBIT A



NA201313-14.E.dwg

ORDINANCE NO. 12-15-4

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF JACKSONVILLE PROVIDING FOR THE ANNEXATION OF CERTAIN LANDS FROM THE CITY OF JACKSONVILLE TO THE CITY OF ATLANTIC BEACH UPON WHICH THE DEVELOPMENT OF THE ATLANTIC BEACH COUNTRY CLUB FORMERLY KNOWN AS SELVA MARINA COUNTRY CLUB IS BEING REDEVELOPED BY ATLANTIC BEACH PARTNERS, LLC; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Part II, Florida Statutes, the Interlocal Service Boundary Agreement Act, provides an alternative for local governments regarding the annexation of territory into a municipality; and

WHEREAS, Section 171.203, Florida Statutes, establishes a process for a county and one or more municipalities or independent special districts within the county to enter into an Interlocal Service Boundary Agreement; and

WHEREAS, the City Commission of the City of Atlantic Beach, Florida, adopted Resolution No. 13-14 in order to begin the process of adopting an Interlocal Service Boundary Agreement; and

WHEREAS, the City of Jacksonville, Florida, adopted Resolution No. 2013-753 to consider and negotiate an Interlocal Service Boundary Agreement; and

WHEREAS, the City of Atlantic Beach and the City of Jacksonville have reached an agreement for the consideration of the respective cities; and

WHEREAS, the City Commission of the City of Atlantic Beach, Florida, finds that the adoption of this ordinance is in the best interest of Atlantic Beach, Florida and its citizens.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:

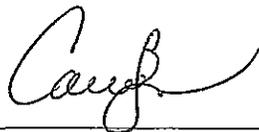
SECTION 1. Adoption and Incorporation of Recitals. The City Commission of the City of Atlantic Beach, Florida adopts the recitals outlined above and incorporates them herein as a part of this ordinance.

SECTION 2. Authorization. The Mayor is authorized to execute an Interlocal Service Boundary Agreement with the City of Jacksonville providing for the annexation of certain lands from the City of Jacksonville to the City of Atlantic Beach upon which the development of the Atlantic Beach Country Club formerly known as Selva Marina Country Club is being redeveloped by Atlantic Beach Partners, LLC, in substantially the form as contained in Exhibit A, attached hereto and incorporated by reference.

SECTION 3. Effective Date. This Ordinance shall take effect immediately upon its final passage and adoption.

PASSED by the City Commission on first reading this 13th day of April, 2015.

PASSED AND DULY ADOPTED with a quorum present and voting, by the City Commissioner this 27th day of April, 2015.



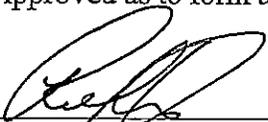
CAROLYN WOODS,
Mayor, Presiding Officer

ATTEST:



DONNA L. BARTLE,
City Clerk

Approved as to form and correctness:



RICHARD KOMANDO,
City Attorney

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective Party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this Agreement.

Zanne Boatman
Witness

CITY OF JACKSONVILLE
Alvin Brown
Alvin Brown, Mayor

Cheryl F. III
Witness

James R. McCall
Attest: Corporate Secretary
James R. McCall, Jr.


Form Approved:
J.G.
Office of General Counsel

CITY OF ATLANTIC BEACH

Terry Hulson
Witness

Carolyn Woods
Carolyn Woods, Mayor

D. E. Lytle
Witness

Anna S. Bartlett
Attest: City Clerk
