

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKE CITY, FLORIDA,
THE LAKE CITY COMMUNITY REDEVELOPMENT AGENCY
AND
THE LAKE SHORE HOSPITAL AUTHORITY**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this _____ day of May, 2015, by and between and among the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as the "City"), the LAKE CITY COMMUNITY REDEVELOPMENT AGENCY, organized and existing under the laws of the State of Florida, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as the "CRA"), and the LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY, FLORIDA, a corporate body politic of the State of Florida, whose mailing address is 422 NE Lake Shore Terrace, Lake City, Florida 32055 (hereinafter referred to as "Hospital Authority").

RECITALS

A. It is the purpose and intent of this Agreement, the parties hereto, and the Florida Interlocal Cooperation Act of 1969, as amended, codified as

Section 163.01, Florida Statutes, to permit the City, CRA, and Hospital Authority to make the most efficient use of their respective powers, resources, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to furnish the facilities provided for herein and in a manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdiction.

B. CRA is authorized to acquire, construct, and equip capital improvements to be located within the CRA area which are consistent with and in furtherance of the CRA Redevelopment Plan, including, but not limited to, the development of the Lake DeSoto waterfront and expansion of the Wilson Park recreation area, which will include pavilion upgrades, construction of underground stormwater retention system, constructing and equipping a playground, constructing a band shell, constructing parking improvements, constructing a walking trail, constructing a natural gas fire light system (herein the "Lake DeSoto Project").

C. Hospital Authority owns the following described land:

All of Block 83 in the Northern Division of Lake City, Florida, bounded on the East by Calhoun Avenue, bounded on the South by Hillsboro Street, bounded on the West by Hernando Avenue, and bounded on the North by Franklin Street and identified on the Tax Rolls as Parcels 12022, 12023, 12024, 12025 and 12026.

(herein "Hospital Land"), which the City desires to acquire for the use and benefit of CRA to be used for a public parking lot and is needed for the implementation of the Lake DeSoto Project. The Hospital Land is located within the CRA area and is contiguous to land owned by the City and used by the CRA in the implementation of the CRA Plan.

D. Hospital Authority agrees to gratuitously deed to the City the Hospital Land on condition that the Hospital Land shall be used in the development and implementation of the Lake DeSoto Project, including, but not limited to, a public parking lot. Additionally, the deed conveying the Hospital Land to the City shall contain a provision that the Hospital Land shall revert to Hospital Authority should the Hospital Land ever cease to be used for a public purpose.

E. The Hospital Land is located within the CRA area and is contiguous to land owned by the City and used by CRA for the CRA Plan.

F. In consideration for Hospital Authority gratuitously conveying the Hospital Land to the City for the use and benefit of CRA, City agrees to and shall gratuitously deed Hospital Authority land owned by the City located within the CRA area to be mutually selected by Hospital Authority and City,

which is contiguous to land owned by Hospital Authority, to be used by Hospital Authority in implementing future plans for the development of its land.

G. City, CRA, and Hospital Authority find that it is in the public interest of its citizens to enter into this Agreement pursuant to its terms, conditions, and provisions.

H. The parties have entered into this Agreement pursuant to the powers and authority contained in their respective charters, general law, Home Rule Powers, and Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual benefits, covenants, agreements, and conditions herein set forth, City, CRA and Hospital Authority agree as follows:

1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this Agreement.
2. The parties hereto agree to comply with and be bound by the terms, conditions, and provisions recited herein.
3. This Agreement shall become effective upon its execution by the parties to this Interlocal Agreement and shall continue in full force and effect until termination as provided herein. The parties anticipate this Agreement

shall remain effective and in force until terminated in writing by any of the parties.

4. This Agreement may be amended only by mutual written agreement of all of the parties.

5. Any notice, acceptance, request, or approval from any party to any other party shall be in writing and sent by regular mail, email, or personally delivered.

6. This Agreement does not create any relationship or any rights in favor of any third party.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes set forth herein.

Signed, sealed and delivered
in the presence of:

Witness

(print/type name)

Witness

(print/type name)

Signed, sealed and delivered
in the presence of:

Witness

(print/type name)

Witness

(print/type name)

CITY OF LAKE CITY, FLORIDA

By: _____
STEPHEN M. WITT
Mayor

LAKE CITY COMMUNITY
REDEVELOPMENT AGENCY

By: _____
STEPHEN M. WITT
Chairman

Signed, sealed and delivered
in the presence of:

LAKE SHORE HOSPITAL
AUTHORITY OF COLUMBIA
COUNTY, FLORIDA

Witness

(print/type name)

By: _____
LORETTA CHANCY
Chairperson

Witness

(print/type name)

ATTEST: _____
JANET CREEL
Secretary

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day
of _____, 2015, by STEPHEN M. WITT, as Mayor of the CITY OF
LAKE CITY, FLORIDA, a municipal corporation organized and existing under
the laws of the State of Florida, who is personally known to me, or who
produced _____ as identification.

Notary Public, State of Florida

(Print/type name)

(NOTARIAL
SEAL)

My Commission Expires:

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by STEPHEN M. WITT, as Chairman of the LAKE CITY COMMUNITY REDEVELOPMENT AGENCY, organized and existing under the laws of the State of Florida, who is personally known to me, or who produced _____ as identification.

Notary Public, State of Florida

(Print/type name)

(NOTARIAL
SEAL)

My Commission Expires:

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by LORETTA CHANCY and JANET CREEL, as Chairperson and Secretary, respectively, of LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY, FLORIDA, a corporate body politic of the State of Florida, who is personally known to me, or who produced _____ as identification.

Notary Public, State of Florida

(Print/type name)

(NOTARIAL
SEAL)

My Commission Expires:

Approved as to Form and Legality:

Approved as to Form and Legality

By: _____
HERBERT F. DARBY
City and CRA Attorney

By: _____
FRED KOBERLEIN, JR.
Hospital Authority Attorney