

**INTERLOCAL AGREEMENT  
FOUR CREEKS PRESERVE  
ALACHUA COUNTY & THE CITY OF GAINESVILLE**

THIS INTERLOCAL AGREEMENT (hereinafter called "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between ALACHUA COUNTY, a political subdivision of the State of Florida, whose mailing address is 12 SE 1<sup>st</sup> Street, Gainesville, Florida 32601 (hereinafter called the "COUNTY") and the CITY OF GAINESVILLE, a municipal corporation of the State of Florida whose mailing address is P.O. Box 490, Gainesville, Florida 32602-0490 (hereinafter called the "CITY"). Collectively the County and City are referred to as the "PARTIES."

**WITNESSETH:**

**WHEREAS**, the COUNTY and CITY separately purchased portions of the ±715 acre Four Creeks Preserve in Alachua County, formerly owned by the Trust for Arthur D. Weiss. The ownerships are depicted in Exhibit "A" and Exhibit "B" attached hereto and labeled as COUNTY PROPERTY and CITY PROPERTY; and

**WHEREAS**, the CITY PROPERTY is 245 acres and consists of parcel numbers (06010-000-000) and the COUNTY PROPERTY is 470.72 acres and consists of parcel numbers (06013-003-000, 06013-003-001, 06010-001-000, and 06010-002-000) (collectively the COUNTY PROPERTY and CITY PROPERTY are known as the PROPERTIES); and

**WHEREAS**, the COUNTY PROPERTY was purchased for the protection of water resources, wildlife habitats and natural areas suitable for resource-based recreation consistent with Alachua County Forever Bond Referendum, Alachua County Resolution 00-60, 09-10 and 18-101, Ordinance 00-13 and Section 6 of the Conservation and Open Space Element of the Alachua County Comprehensive Plan; and

**WHEREAS**, the CITY PROPERTY was purchased for the purpose of preserving and enhancing the natural resources and providing resource-based recreational opportunities that are compatible with that purpose; and

**WHEREAS**, the COUNTY desires to manage the COUNTY PROPERTY, and the CITY desires to manage the CITY PROPERTY; and

**WHEREAS** the COUNTY and CITY recognize the value of close cooperation and mutual support in managing the natural resources of the PROPERTIES and providing resource-based recreation opportunities; and

**WHEREAS**, the COUNTY and CITY desire to cooperate and facilitate the management of and access to the PROPERTIES; and

**WHEREAS** the COUNTY and CITY desire to open Four Creeks Preserve to the public as a single recreational resource, with the trail system traversing the PROPERTIES and shared access points or trailheads.

**NOW THEREFORE**, for and in consideration of the above premises and the mutual covenants and agreements hereinafter contained, CITY and COUNTY do hereby agree as follows:

1. The purpose of this Agreement shall be to identify the ways in which the PARTIES will cooperate in management of the PROPERTIES.
2. The term of this Agreement is for a period of ten (10) years, commencing on the effective date of this Agreement, or until one or both Parties fully divest themselves of ownership of any of the properties by transferring ownership to another entity. This Agreement will thereafter be automatically renewed in 20-year increments, unless terminated as otherwise set forth herein.
3. As additional parcels that adjoin the boundaries of the PROPERTIES are acquired by the COUNTY or CITY, each individual parcel may be incorporated within the definition of the COUNTY or CITY PROPERTY herein by amendment to this Agreement.
4. During the term of this Agreement, the PARTIES agree to :
  - a. Assume lead management responsibilities and financial responsibility for day-to-day management of their respective portion of the PROPERTIES. The COUNTY shall coordinate, fund and oversee all activities on the COUNTY PROPERTY; the CITY shall coordinate fund and oversee all activities on the CITY PROPERTY;
  - b. Develop, and implement a Management Plan for their respective PROPERTY, in coordination with the other Party;
  - c. Share use and maintenance of service roads and firebreaks as necessary for each party to reach their PROPERTY, including but not limited to mowing, trimming, removing downed trees, stabilizing road surfaces;

- d. Share use and maintenance of recreational trails as necessary for each party to reach their PROPERTY, and for recreational users to utilize the trail system which crosses the boundaries of the PROPERTIES, including but not limited to mowing, trimming, removing downed trees, stabilizing trail surfaces, establishing wayfinding markers, and other similar activities;
  - e. Cooperate through sharing of personnel and equipment on planning and execution of prescribed burns on the PROPERTIES when possible or practical;
  - f. Acknowledge the CITY, COUNTY and the Alachua County Forever Program on signage and materials related to the PROPERTIES;
- 5. Any equipment, structures, improvements and facilities placed upon a party's PROPERTY shall be at the sole cost, expense and liability of the owner of the PROPERTY, and shall be considered the property of the owner of the PROPERTY, unless otherwise agreed.
  - 6. Nothing contained in this Agreement shall be construed as a waiver or delegation of the regulatory or permitting authority of CITY or COUNTY as it now or hereafter exists under applicable laws, rules and regulations.
  - 7. Each party shall pay all lawful debts incurred by that party with respect to their respective PROPERTY and shall satisfy all lawful and properly established liens of contractors, subcontractors, mechanics, laborers, and materialmen with respect to any construction, alteration and repair in and on their respective PROPERTY, and any improvements thereon authorized by such party, its agents or employees, and shall be responsible for its own legal costs and charges, including reasonable attorney's fees on appeal, in any suit involving any claims, liens, judgments or encumbrances suffered by that party as a result of the use or occupancy of the their respective PROPERTY or any part thereof by such party, its agents or employees.
  - 8. Neither CITY nor COUNTY shall use or permit the PROPERTIES to be used in violation of any applicable laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to the environment, or relating to archeological and historical sites, with respect to either party's activities in, and use of, the PROPERTIES during development of improvements to the PROPERTIES.

9. INSURANCE: The PARTIES shall, throughout the term of this Agreement, provide, maintain, and keep in force a program of insurance or self-insurance covering their respective liabilities.
10. SOVERIGN IMMUNITY: The parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law
11. Either party may terminate this Agreement with or without cause by giving 45 calendar days' notice in writing of its intent to do so.
12. All notices, consents, approvals, waivers and elections which any party is required to make, or desires to make or give, under this Agreement must be in writing and is deemed sufficiently made or given (i) when mailed by Certified Mail, postage prepaid, return receipt requested, or (ii) by hand delivery to the named individuals below, or (iii) by private parcel delivery services or (iv) by facsimile transmission for which a receipt is provided to the notifying party addressed as follows to the parties listed below or to such other address as any party hereto shall designate in writing by like notice given to the other party hereto:

CITY: City of Gainesville  
P.O. Box 490, Station 6  
Gainesville, Florida 32602-0490  
ATTENTION: City Manager

With a copy to: City of Gainesville Parks, Recreation and Cultural Affairs  
Nature Operations Division  
P.O. Box 490, Station 66  
Gainesville, Florida 32602

COUNTY: Alachua County  
Office of Management and Budget

12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
ATTENTION: Contracts

With a copy to: Alachua County Environmental Protection Department  
408 West University Avenue, Suite 106  
Gainesville, Florida 32601  
ATTENTION: Office of Land Conservation

Notices, consents, approvals, waivers and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, delivery or transmission thereof, as aforesaid.

13. Whenever used herein the terms "CITY" and "COUNTY" include all parties to this instrument, their employees, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships, public bodies, and quasi-public bodies.
14. This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing executed with the same formalities as this Agreement.
15. This Agreement shall be construed and interpreted according to the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida.
16. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both CITY and COUNTY have contributed substantially and materially to the preparation hereof.
17. Paragraphs 9 and 10 are essential and indivisible provisions of this Agreement and must be interpreted to provide the broadest protection to the PARTIES. If Paragraph 9 or Paragraph 10 is declared to be void by a court of law, then the entire Agreement is void. If any other provisions of this Agreement are declared void by a court of law, all other provisions will remain in full force and effect.
18. The failure of any party to exercise any right in this Agreement is not a waiver of such right. Failure by the PARTIES to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement is not a waiver of such terms, conditions, or provisions, and

the PARTIES, notwithstanding such failure, retain the right hereafter to insist upon strict performance of any or all such terms and conditions of this Agreement, as set forth herein.

19. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of CITY or COUNTY has executed the same, and that date shall be inserted at the top of the first page hereof.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement, on the date and year first above written.

**CITY OF GAINESVILLE**

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

ATTEST:

\_\_\_\_\_  
Omichele D. Gainey, City Clerk

\_\_\_\_\_  
Date

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

**COUNTY:**

BOARD OF COUNTY COMMISSIONERS  
OF ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Robert Hutchinson, Chair

ATTEST:

\_\_\_\_\_  
J. K. "Jess" Irby, Esq., Clerk

\_\_\_\_\_  
Date

Approved as to form:

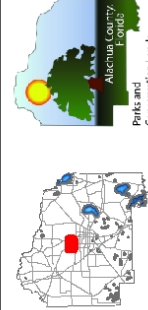
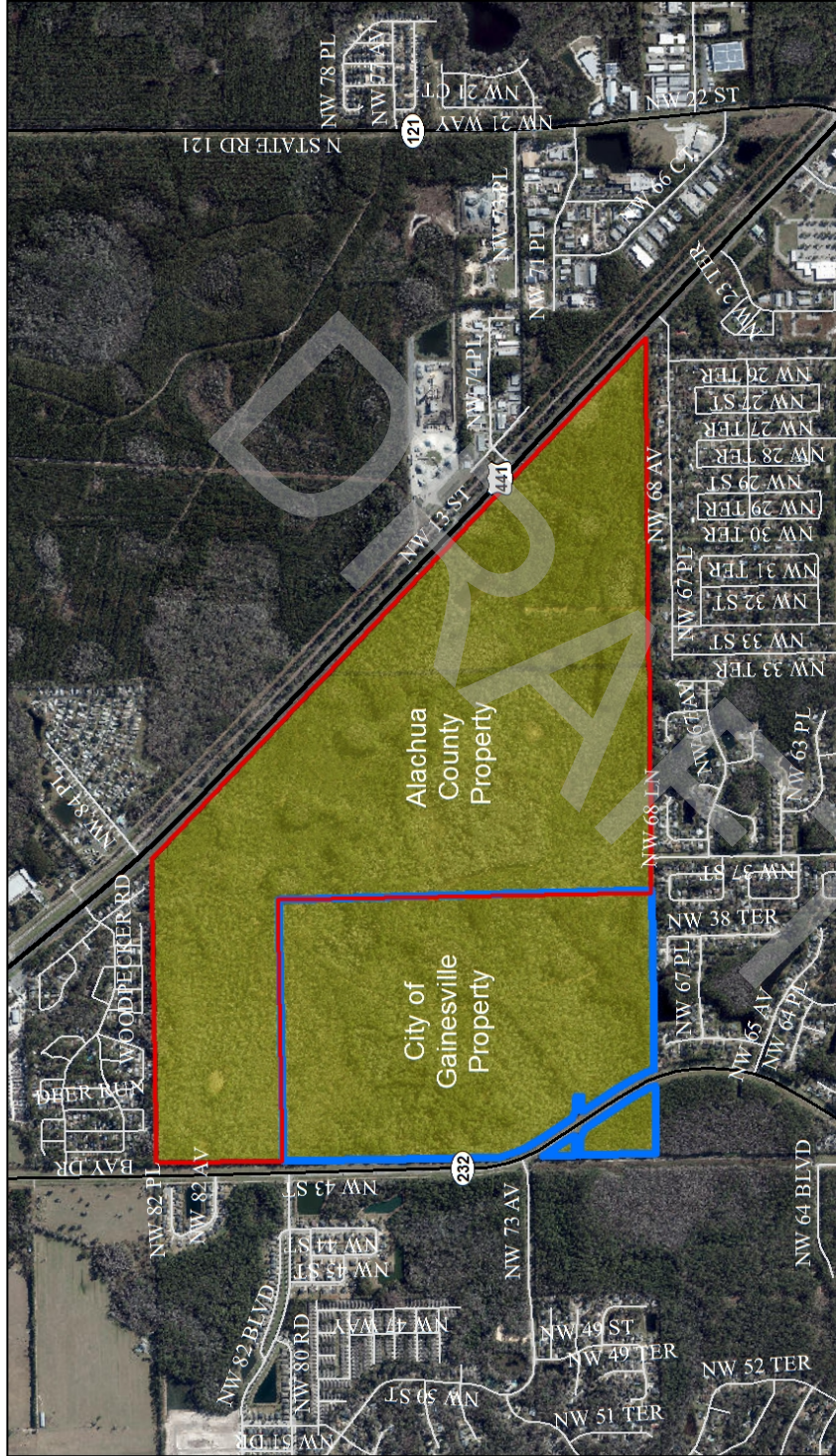
(SEAL)

\_\_\_\_\_  
County Attorney

**Exhibit A**

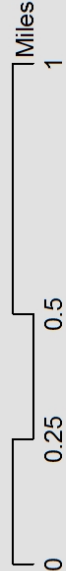
**PROPERTY MAP**

**Exhibit A: Four Creeks Preserve**



**Legend**

-  Four Creeks Preserve
-  Alachua County Property
-  City of Gainesville Property



DISCLAIMER: The map and the spatial data it contains are made available as a public service. It is not intended to be used for any purpose other than general information. The quality of the data is dependent on the various sources from which each data layer is obtained.



**Exhibit B**

**COUNTY PROPERTY Legal Description:**

All of Section 11, Township 9 South, Range 19 East, Alachua County, Florida, lying Southwest of the Southwesterly Right of Way line of U.S. Highway 441, (State Road Number 25, a variable width Right of Way);

LESS AND EXCEPT the following lands:

A parcel of land situated in Section 11, Township 9 South, Range 19 East, Alachua County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 11, as the **Point of Beginning**; thence run North 01°11'00"West, along the West line of said Section 11, a distance of 2653.18 feet to the West one-quarter corner of said Section 11; thence continue along said West line of Section 11, North 01°04'15"West, , a distance of 1306.65 feet; thence run North 88°55'44"East, a distance of 2923.46 feet; thence run South 00°57'44"East, a distance of 3966.39 feet to its intersection with the South line of said Section 11; thence run South 89°18'56"West, along said South line, a distance of 275.17 feet to the South one-quarter corner of said Section 11; thence continue along the South line of said Section 11, South 89°01'51"West, a distance of 2635.58 feet to the **Point of Beginning**.

ALSO LESS AND EXCEPT the West 150 feet thereof; and also those lands as described and recorded in Official Records Book 1808 at page 2083, Public Records of Alachua County, Florida.

AND

All of Section 12, Township 9 South, Range 19 East, Alachua County, Florida, lying Southwest of the Southwesterly Right of Way line of U.S. Highway 441, (State Road Number 25, a variable width Right of Way);

LESS AND EXCEPT the West 100 feet of Section 12 per Official Records Book 861, Page 595, Public Records of Alachua County, Florida.

**CITY PROPERTY Legal Description:**

A parcel of land situated in Section 11, Township 9 South, Range 19 East, Alachua County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 11, as the **Point of Beginning**; thence run North 01°11'00"West, along the West line of said Section 11, a distance of 2653.18 feet to the West one-quarter corner of said Section 11; thence continue along said West line of Section 11, North 01°04'15"West, , a distance of 1306.65 feet; thence run North 88°55'44"East, a distance of 2923.46 feet; thence run South 00°57'44"East, a distance of 3966.39 feet to its intersection with the South line of said Section 11; thence run South 89°18'56"West, along said South line, a distance of 275.17 feet to the South one-quarter corner of said Section 11; thence continue along the South line of said Section 11, South 89°01'51"West, a distance of 2635.58 feet to the **Point of Beginning**.

LESS AND EXCEPT the West 150 feet thereof; and also those lands as described and recorded in Official Records Book 1808 at page 2083, Public Records of Alachua County, Florida.