

The rights to acquisition of property should be given to both parties (City and County)

**FISHERMAN'S WHARF LAND ACQUISITION
(PHASE 1) PROJECT AGREEMENT**

THIS PROJECT AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "City") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County").

STATEMENTS OF INTENT

WHEREAS, the City and the County entered into an interlocal agreement on _____, 2015 providing for cooperation between the parties in the development of the Port of Fort Pierce; and

WHEREAS, the _____, 2015 Interlocal Agreement provides that the parties may enter in an agreement for a specific project and attach the project agreement as an amendment to the Interlocal Agreement; and

WHEREAS, the State of Florida Department of Transportation ("FDOT") hired a consultant, TranSystems to develop a conceptual plan for the development of Fisherman's Wharf at the Port of Fort Pierce; and

WHEREAS, TranSystems presented the Conceptual Plan including three options to the governing bodies of the City and the County on May 15, 2015; and

WHEREAS, the City and the County desire to enter into a Project Agreement to attempt to acquire parcels needed to implement those portions of the Conceptual Plan that are feasible

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the County agrees as follows:

1. The City and the County shall coordinate their efforts through their respective Project Managers. The County's Project Manager is Public Works Director Don West, P.E. at (772) 462-2178. The City's Project Manager is _____.

2. ACQUISITION OF PRIVATE PROPERTY NEEDED TO IMPLEMENT THE FISHERMAN'S WHARF CONCENTUAL PLAN:

The parties agree to investigate the feasibility of the voluntary acquisition of private property needed to implement the Fisherman's Wharf conceptual plan as follows:

- a. The County will send out "willing seller" letters to private property owners within the Fisherman's Wharf conceptual plan area. Copies of any letters received will be provided to the City.
- b. The County will obtain quotes from certified appraisers to appraise the parcels whose owners are willing sellers. The County will provide copies of the quotes to the City for review and comment. The County will contract to have the appraisals completed. The City, at its option, may pay for one half of the appraisal costs. Copies of the appraisals shall

County or City 1

County & City may Other

be provided to the City upon receipt.

- c. Based on the appraisal amounts and subject to confirmation that sufficient funds are available to fund the purchase of the parcels the County shall make fair market value offers to private property owners. Copies of the offers shall be provided to the City prior to transmittal to the owners.
- d. Upon receipt of signed contracts from the owners the County shall provide copies of the contracts to the City. The City may, at its options, pay for a portion of the purchase price. The County shall be the contracting entity and shall perform all required due diligence.
- e. At closing, title to the property shall be conveyed to the County, if the County is the entity funding the purchase of the parcels. The City, at its option, may fund a portion of the purchase amount not to exceed fifty (50%) percent of the purchase price. If the City determines to fund a portion of the purchase price, title to the property shall be conveyed to the County and the City as tenants in common as a percentage of each entity participation in the funding of the property acquisition.

3. SUBSEQUENT PHASES – IMPLEMENTATION OF THE CONCEPTUAL PLAN:

Depending on the success of the acquisition (Phase 1), the parties agree to cooperate in implementing subsequent phases of the Conceptual Plan.

4. TERMINATION

Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party. Termination of this Agreement shall not operate to nullify any conveyance made prior to termination.

5. WHOLE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6. AMENDMENTS

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of Circuit Court of St. Lucie County, Florida.

7. NOTICES

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

Fort Pierce City Manager
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

With a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

ATTEST:

Clerk

CITY OF FORT PIERCE, FLORIDA

BY: _____
Mayor

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
City Attorney

Date: _____

ATTEST:

Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY**

BY: _____
Chair

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney

Date: _____