

**LEASE AGREEMENT BETWEEN
FLAGLER COUNTY AND
THE FLORIDA STATE GUARD**

THIS LEASE AGREEMENT (“Agreement”) is entered into by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, (“County”) and the Florida State Guard, (“Guard”) an authorized component of the organized guard separate and apart from the Florida National Guard.

PREAMBLE

WHEREAS, the Guard was created and authorized pursuant to Section 251.001, Florida Statutes, as a component of the organized guard separate and apart from the Florida National Guard to be used exclusively within the state and which may not be called, ordered, or drafted into the armed forces of the United States; and

WHEREAS, the Guard is authorized to organize and train forces composed of officers commissioned, noncommissioned, and such able-bodied citizens of the state to assist in maintaining law and order functioning at the direction of the Governor; and

WHEREAS, the Guard desires to establish a multi-use training facility and base of operations to support their mission; and

WHEREAS, the County recognizes a governmental interest in leasing land and certain facilities and providing access to other lands and facilities, subject to the terms herein, to support the Guard’s mission; and

WHEREAS, the County owns certain real property along Justice Lane in Bunnell, more particularly depicted in Exhibit A, attached hereto and incorporated herein (the “Site”), which is currently used for public safety purposes including the County Jail, training of Flagler County Fire Rescue, and E911 backup; and

WHEREAS, the Guard has requested, and the County has agreed, to lease to the Guard a portion of the Site, as depicted in Exhibit A (the “Leased Premises” or “Premises”), and to license the Guard to use another portion of the Site, also depicted in Exhibit A, (the “License Area”) in a public partnership, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual obligations described herein, the parties agree as follows:

- 1. RECITALS.** The above recitals are true and correct, form a material part of this Agreement, and are incorporated as if fully set out herein.

2. **LEASED PREMISES.** County does hereby lease, let, and demise to the Guard the Leased Premises identified on Exhibit A, pursuant to the terms, conditions, and covenants hereof. The Leased Premises is a subparcel of a larger sixty-two acre tract located generally northeast of Justice Lane in Bunnell. The County shall provide easements on the Site for utilities, signage, and public access located outside of the Leased Premises as necessary to allow the Guard to complete the training facilities to be constructed pursuant to the terms and conditions of this Lease and the Conceptual Site Plan, attached hereto as Exhibit "B" and incorporated herein by reference (the "Improvements").

In addition, the Leased Premises shall also include the County owned building, previously used for County Jail Administration, located on the same parcel at 1001 Justice Lane, excluding however: (i) the 728 square foot room used as the County's back up e-911 communication center, and (ii) the 1,895 square foot lobby used as the Video Visitation Center supporting County Jail Operations along with associated public restrooms.

Finally, the Lease shall include the building and property located at 610 and 614 Justice Lane, Bunnell, Fl. Subject to the Guard's needs the Parties will coordinate and have mutual use of classroom space located in Building 614 Justice Lane.

The Guard shall have the right of ingress and egress to and from the Leased Premises from State Road 11 along Justice Lane.

3. **TERM.**

- a. **Term.** The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of thirty (30) years thereafter, unless sooner terminated in accordance with the terms and provisions hereof.
- b. **Effective Date of Lease.** The Effective Date of this Agreement is the date this Agreement is fully executed by the duly authorized representatives of the parties.
- c. **Possession of the Leased Premises.** Possession of the Leased Premises by the Guard shall be deemed to begin on the Effective Date of this Lease even if the Guard is not actually then in possession of the Leased Premises.

4. **AUTHORIZED USE OF LEASED PREMISES.** The Guard shall have use of the Leased Premises only for the construction and operation of a training facility, as well as any use deemed necessary during an officially declared disaster or emergency from the Governor of Florida. All uses and occupancy shall conform to all current (as revised or superseded) laws, standards, rules, regulations, and codes. The rights and privileges granted pursuant to this Agreement shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the County

Jail, or adjacent facilities used by the County for Flagler County Fire Rescue training or other public safety purposes.

- a. Other Uses Prohibited.** The Guard shall not use the Premises for residential, commercial, industrial, or governmental uses or any other non-military uses other than those permitted above or during an officially declared disaster or emergency. If the Guard uses the Leased Premises in some manner other than for its military purpose, then this will be deemed a material default of the Guard and the Agreement may be terminated by the County.
- b. Additional Uses Require Permission.** The Guard shall not use or permit the use of the Premises and any Improvements thereto for any purpose or use other than those expressly and specifically authorized by this Agreement. Additional uses may be hereafter authorized by the County, but only upon such terms and conditions as may be set out in writing and authorized by the County. Authorization may be denied for any reason in the sole and absolute discretion of the County. The Guard understands that a violation of this section is a material default and may be considered by the County as a breach of this Agreement.

5. CONSTRUCTION OF IMPROVEMENTS.

- a. Construction of Improvements.** The Guard has inspected the Premises and represents it is suitable for the proposed use as a base of operations and training facility. The Guard acknowledges the County has made no representations or warranties relating to the suitability of the Premises for any particular use. The Premises is in a substantially natural state, and the Guard must make and construct certain Improvements before fully utilizing the Site.

The Guard shall construct or cause to be constructed administrative offices, a firearms range, tactical shoot house, and EVOC/driving range,¹ an access to Justice Lane, utilities, associated parking, stormwater facilities, and any other related infrastructure or structures necessary to serve the Leased Premises or Improvements. The Guard shall at its sole cost and expense install all utility lines to serve the Improvements underground to County's specifications. The layout of the Improvements to be constructed is generally depicted on the Conceptual Site Plan, attached hereto as Exhibit C. The parties acknowledge and understand that the Conceptual Site Plan is subject to changes and adjustments during planning and construction of the Improvements, and such changes or adjustments shall be approved by the County Administration and the Sheriff's Office prior to construction of the various Improvements. All Improvements will be done in a workmanlike manner and will be permitted and constructed in accordance with all applicable laws, rules, and regulations.

¹ The firearms ranges, tactical shoot house, and EVOC course will be built consistent with the CJSTC requirements.

The Guard agrees to pay all costs related to the construction of all Improvements, including but not limited to all utility hookup fees, impact fees, permit fees, and mitigation costs, if any. All Improvements constructed by the Guard are subject to state appropriations. The Guard shall use best efforts to secure funding for all required Improvements referenced in this Agreement.

Once construction of the Improvements is complete, the Guard at its sole cost and expense shall provide the County “as-built” drawings of the Improvements.

- b. Permits, Licenses, Insurance, Taxes, Etc.** The Guard shall at all times maintain and pay for any required permits, licenses, insurances, and taxes as required by law.
- c. Conditions Precedent to the Construction of the Improvements.** The County and the Guard agree that prior to commencement of construction of the Improvements, and as condition precedent to this Agreement remaining in full force and effect, the Guard must submit an application for public/semipublic use to the County, which application will include a site plan. The County will process the application in the normal regulatory manner and in accordance with the provisions of the Flagler County Land Development Code. Once the public/semipublic use has been obtained, the Guard may then proceed to apply for land development and/or building permits as applicable. If, despite best faith efforts, the Guard is unable to obtain any of the requisite permits within twelve months of the Effective Date of this Agreement, then this Agreement may be terminated by either party.
- d. Completion of Improvements.** Within ninety days after completion of construction of the Guard’s Improvements or any other structures, the Guard shall, at its expense, provide the County with record drawings showing the “as built” condition of all such Improvements. For smaller structures or projects, the County Administrator may waive this requirement on a case by case basis. To the extent permitted by law, the Guard hereby warrants and covenants that all Improvements hereafter erected on the Premises shall be at all times free and clear of all liens, claims, and encumbrances arising in connection with the construction of such Improvements. To the extent permitted by law, the Guard hereby agrees to indemnify and hold the County harmless against any and all losses, damages, and costs, including reasonable attorneys’ fees and costs, arising out of any such lien, claim, or encumbrance.
- e. Maintenance of Facilities.** The Guard, at its own cost and expense, shall keep all Improvements and Supplemental Improvements including buildings, structures, equipment, fixtures, furnishings, and other property installed in good condition and repair, in a clean and attractive condition, and free of impairment from physical deterioration and functional obsolescence. The Guard shall be responsible for maintenance and for making repairs to all portions of the Site during the Term of this Agreement. The Guard shall use all reasonable precaution to prevent waste, damage or injury to the Premises.

- f. Maintenance by Default.** In the event the Guard does not cure the breach of its duty to maintain the Site, the County shall give notice of such breach to the Guard to complete the maintenance in a reasonable time not to exceed sixty days, unless additional time is agreed to in writing. Should the Guard fail to complete the maintenance or repairs within the cure period, the County will have the option in its sole discretion to perform the maintenance and to recover such costs from the Guard if the maintenance or repairs are necessitated by the act or omission of the Guard or any of its officers, employees, agents, invitees or licensees or which otherwise results from the Guard's use or occupancy of the Site, reasonable wear and tear excepted. The County shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Site and the Improvements, the Supplemental Improvements, fixtures, equipment, and mechanical systems located therein, and the Term of this Agreement shall not be extended by reason thereof. Further, the performance of maintenance and repair by the County shall in no event be construed as a waiver of the Guard's duty to maintain and repair as herein provided.
- g. Improvements to Become Property of County Upon Termination of Lease.** Upon the expiration or termination of this Agreement, title to all permanent buildings and improvements constructed on the Site and any fixtures therein, except trade fixtures, furnishings, inventory, machinery, and equipment shall automatically revert to, and vest in, the County without necessity of any act by the Guard. However, the Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.
- h. Trade Fixtures.** During the Term of this Agreement, all Improvements and Supplemental Improvements including buildings, furnishings, inventory, machinery, and equipment constructed or installed on the Premises by the Guard shall be the property of the Guard, and the Guard shall have legal title thereto. Trade fixtures shall remain the property of the Guard upon expiration or termination of this Agreement as provided in Section 9 below.
- i. Supplemental Improvements.** All improvements beyond the Improvements described above, including their design and construction, is subject to the approval of the County Administrator, which shall not be unreasonably withheld. The Guard will submit plans of any Supplemental Improvements to the County Administrator prior to commencing construction.
- j. Site Not Subject to Liens.** Any construction agreements entered into between the Guard and a general contractor or other contractor in privity with the Guard must provide the County will not be liable for any work performed or to be performed

for the on the Site, and the County shall not be liable for any of the financial consideration or other obligations under such agreements. In no circumstance is a lien of any nature to be attached to the Premises, or any portion thereof, due to an act or omission of the Guard or any person claiming by, through, or under the Guard. If a claim of lien is filed, the Guard will cause said lien to be discharged, released, or satisfied, at the sole cost and expense of the Guard, within thirty days.

6. SPECIAL TERMS AND CONDITIONS.

- a. **Cooperative Use of Training Center.** The Guard shall make the training facility on the Premises available to the Flagler County Sheriff's personnel, Flagler County Fire Rescue, and personnel of municipal law enforcement within the County at no cost to the County. Further, the parties hereto acknowledge the training facility shall from time to time be made available to other State and County Agencies for training. The Guard therefore agrees to operate, and maintain the Site, consistent with the standards agreed upon herein, to serve and benefit of public safety, provided however, that use of the Improvements by any agency personnel other than the Guard shall be subject to the availability and scheduling approval of the Guard.
- b. **No Joint Venture.** Notwithstanding anything herein to the contrary, all activities conducted upon the Premises shall be under the exclusive control, management and direction of the Guard. The County will have no involvement or role in the Guard's business or operations in any manner or way and shall only occupy the status of a landlord. Additionally, any and all personal property belonging to, or brought onto the Premises by the Guard or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of the Guard.
- c. **Right of Entry.** The County and its designated agents shall have the right to enter the Premises upon reasonable notice for inspection, maintenance, repair, attending to emergencies or any other lawful purpose. The County will make annual inspections of the Premises upon reasonable notice and will thereafter notify the Guard of any issues or concerns. In emergency situations, where loss or damage to the Premises is occurring or imminent, the County may enter any portion of the Site without prior notice for the purpose of controlling the emergency situation.
- d. **Utility, Service Charges, and Taxes.** The Guard shall, at its sole cost and expense, obtain and promptly pay for all utility, communication and other services furnished to, or consumed within, the Premises, including, but not limited to, electricity, data, internet, telephone, janitorial, trash removal, and all charges related to any of these services, including any tap-in, connection and/or impact fees.
- e. **Signage.** The Guard shall comply with all land development regulations and permitting requirements if erecting any signs on the access drive. The Guard shall

be responsible for all costs and expenses of installing, maintaining, and repairing such signs.

- f. Compliance with Environmental Laws.** No hazardous substances and/or materials subject to regulation by the EPA, the Florida Department of Environmental Protection, or by any other governmental agency shall be stored or disposed of on the Premises except in accordance with then applicable Federal, State, and local laws, codes, rules, and regulations. The Guard shall promptly notify the County of the release of any hazardous substances on the Premises or other act or omission that results in the environmental contamination of the Premises. The Guard shall comply with all applicable environmental laws pertaining to the possession, storage, handling, and disposal of hazardous materials. Further, neither the Guard nor any agent or party acting at the direction or with the consent of the Guard shall possess, use, transport, treat, store, or dispose of any hazardous substance as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or petroleum, including crude oil or any fraction thereof on any part of the Premises; provided however, that the Guard shall not be prohibited from storing, dispensing, or using Hazardous Materials on the Premises if such activities are conducted in accordance with all applicable laws and regulations. The costs of remediation of any and all environmental damage or pollution required by any law, code, rule and/or regulation shall be the sole responsibility of the Guard, and this responsibility shall survive the expiration or termination of this Agreement. The County makes no representation or warranties regarding any such now existing damage or pollution on the Premises except that the County is not aware of such existing damage or pollution. At the expiration or termination of this Agreement, the Guard, at its sole cost and expense, shall be responsible for the environmental cleanup of the Premises.
- 7. LICENSE TO UTILIZE PORTIONS OF SITE.** The County hereby grants a non-exclusive license to the Guard to access and utilize the portions of the Site, depicted as the License Area on Exhibit A, for training purposes subject to the terms and conditions herein. The County makes no representations or warranties as to the condition or suitability of the License Area for use by the Guard. The License Area includes wooded areas, bifurcated by the Justice Lane driveway, a metal classroom building at 610 Justice Lane, and a smaller, associated outbuilding at 614 Justice Lane. The License Area also includes the Flagler County Fire Rescue Training Tower and appurtenant facilities.
- a.** The Guard may utilize the wooded portions of the License Area for training and related purposes, provided however, that the Guard shall provide the County Administrator or designee with at least twenty-four hours notice prior to accessing the area. The Guard may also utilize classroom space at 610 Justice Lane, the

outbuilding at 614 Justice Lane, and the training tower and appurtenant facilities in coordination with the County, provided however, that the Guard's use of the classroom building, outbuilding, and training tower shall be subject to the availability and scheduling of the Flagler County Fire Rescue. The Guard shall coordinate the scheduling and use of these facilities with the County Administrator or designee.

- b. The County shall have all right to enter into the Licensed Areas at all times during the Guard's use or occupancy of the License Area to ensure compliance with the terms herein.
 - c. This license is personal to the Guard and its invitees and may not be assigned by the Guard.
 - d. Most of the License Area is in a natural state. The County makes no representations as to the suitability of the land for the Guard's purposes, and the Guard will exercise reasonable care to avoid injury. The Guard shall be responsible for returning the Licensed Area to the condition in which it was found before use by the Guard. The Guard, in making use of the Licensed Area, shall bear financial responsibility for damage caused by the Guard. In addition, the Guard shall be responsible for its own negligent or wrongful acts or omissions while utilizing the Licensed Area, as well as that of its agents and invitees, and shall indemnify the County for any claims that arise out of its or its agents' or invitees' use of the Licensed Area.
 - e. The Guard shall adhere to all applicable laws when utilizing the Licensed Area and shall not place or bring onto the License d Area any hazardous materials.
 - f. The parties shall cooperate to effectuate the most efficient and beneficial use of the classroom building.
 - g. The Guard shall adhere to all laws, rules, and regulations in its utilization of the License Area, and shall not feel any trees without the prior consent of the County, which shall be granted in the County's sole discretion.
 - h. The Guard shall not engage in any act or omission which may set fire to any part of the License Area or unreasonably increase the risk of wildfire. No firearms may be discharged within the License Area.
 - i. This license does not convey any interest in the lands of the License Area and may be revoked by the County by providing the Guard 90 days written notice.
- 8. INSURANCE AND LIABILITY.** The Guard is a political subdivision of the State and is responsible for its own insurance. Each party shall be liable for its own negligent or wrongful acts or omissions. To the extent permitted by law, the Guard agrees to indemnify and hold harmless the County, including the County's officers and

employees, from liabilities, damages, losses, and costs, including but not limited to, court costs, expert fees, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Guard and persons employed, utilized, or serviced by the Guard in the performance of this Agreement or arising out of the Guard's access and use of the Site under this Agreement. This obligation to indemnify shall survive the expiration or earlier termination of this Agreement, and the insurance required by this Agreement shall cover the obligation to indemnify the County.

9. SURRENDER, DEFAULT, AND TERMINATION.

a. Surrender. At the end of the Term or upon the earlier termination of this Agreement, the Guard agrees to surrender and yield possession to the County of the Premises, the Improvements, and any Supplemental Improvements constructed thereon and the permanent fixtures installed on the Site, excluding trade materials as further explained herein, peacefully and without notice, free and clear of all debts, mortgages, encumbrances and liens. It shall be lawful for the County to re-enter and to repossess the Improvements, Supplemental Improvements, and fixtures without further process of law.

- i. The Improvements, supplemental improvements, and fixtures shall be in good condition and repair in all respects, reasonable use and wear excepted.
- ii. If otherwise in compliance with this Agreement, the Guard may remove furnishings, inventory, personal property, trade fixtures and any improvements not a part of any structure or not affixed to the real property, upon the expiration or termination of this Agreement, if the removal can be done in a manner that does not injure or damage the Premises. If the Guard fails to remove such personal property and improvements within ten days after the effective date of the expiration or termination, the County may remove and dispose of any improvements and personal property not removed by the Guard. In that case, the Guard is deemed by this Agreement to have sold, assigned and transferred to the County all of the Guard's right, title and interest in the improvements, fixtures, and personal property not removed by the Guard. For purposes of this section, the phrase "trade fixtures" is defined as any article of personal property annexed or affixed to the Site by the Guard as a necessary part of the Guard's operations, and other lawfully present personal property on the Premises.

b. Holdover. It is agreed that if the Guard shall continue to occupy the Premises after the expiration or any termination of this Agreement without the prior written consent of the County, then such tenancy shall be a tenancy-at-sufferance, the County shall be entitled to re-enter the Premises or pursue any other right available to it under the laws of Florida or the provisions of this Agreement.

- c. Default.** The County shall provide the Guard with written notice of any determination of default at the address provided herein or any subsequently provided address. The written notice shall grant the Guard a reasonable time to cure the default, and the Guard may request additional time to cure, which will not be unreasonably withheld or denied. The Guard shall then cure or remedy the default within such written notice. If the Guard fails to correct the default as specified in the County's notice within the specified period, the County may, at its option, terminate this Agreement with a thirty (30) day written notice to terminate. Upon such termination, without further notice or demand, the County may enter upon and into the Premises, and/or any and all Improvements or Supplemental Improvements thereto, or any part thereof, but not including trade fixtures and personal property of the Guard, and take absolute possession of the same fully and absolutely, and such re-entry shall not be judged trespass or unlawful entry. At such time, the title to any and all buildings, Improvements, Supplemental Improvements or other structures placed on the Premises by the Guard shall revert to or become the exclusive property of the County, except for trade fixtures and personal property of the Guard. In addition, the County may also require all operations and/or activities to cease and be removed from the Premises.
- d. Nonwaiver.** Continued performance by either party hereto pursuant to any provision of this Agreement after a default of any provision herein shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default, and no waiver of any such default shall be construed or act as a waiver of any subsequent default irrespective of how long the default may have existed.
- e. Limitation on County's Liability.** Under no circumstance shall the Guard be entitled to compensation from the County for any permanent Improvements made by the Guard to the Premises, including without limitation Supplemental Improvements.
- f. Other Remedies.** The County shall have all other rights and remedies available at law or in equity.
- g. Early Termination.** Should the Guard no longer require use of the Site, it shall have the right to terminate this Agreement for convenience by providing written notice of termination.

10. MISCELLANEOUS PROVISIONS.

- a. Compliance with Laws.** The Guard shall, at its own expense, fully comply with all laws, regulations, rules, ordinances which affect this Agreement, the land to be leased hereunder, any Improvements upon the Premises, and operations thereon.

- b. Force majeure.** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by a bona fide force majeure. For the purpose of this Agreement, a bona fide force majeure is defined in accordance with the common law of the State of Florida as being an event or circumstance beyond the control and authority and without the fault or negligence of the party seeking relief under this Section. The maximum relief granted to either party under this Section shall be the tolling of time for the duration of the force majeure unless the force majeure event renders the purposes of this Agreement an impossibility in which case either party may terminate this Agreement. A force majeure may be deemed to excuse performance pursuant to this Agreement only to the extent such performance is actually prevented or precluded by such force majeure.
- c. Integration and Amendment.** This Agreement contains the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.
- d. Severability.** If any provision of this Agreement is in conflict with any applicable statute or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable but shall not invalidate any other provision of this Agreement.
- e. Non-waiver.** No waiver by either party of any right or remedy under this Agreement, and no failure to insist on strict performance, shall affect or extend or act as a waiver of any other right or remedy hereunder, nor shall it affect the subsequent exercise of the same right or remedy for any further or subsequent default.
- f. Governing Law and Venue.** This Agreement shall be construed under the laws of the State of Florida. Venue for any dispute arising out of this Agreement or the Guard's use of the Premises shall be in the Seventh Judicial Circuit in and for Flagler County, Florida.
- g. Attorney's Fees.** The parties shall be responsible for their own attorney's fees and costs of litigation incurred under this Agreement.
- h. No Third Party Beneficiary.** It is not intended by any of the provisions of this Agreement to create in the public or any member thereof a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to

maintain a suit against either or both parties of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity by the parties hereto.

- i. Successors in Interest and Non-assignability.** The provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto. This Agreement is personal to the Guard. Accordingly, the Guard may not assign this Agreement without the express prior written consent of the County, which may be withheld at its sole discretion. Any purported assignment without the express written consent of the County shall be considered void from its inception and shall be grounds for the immediate termination of this Agreement. The Guard may not sublet the Premises or any portion thereof under any circumstances. The foregoing shall not be construed to limit the ability of the Department of Military Affairs to transfer the Guard to another agency of the executive branch of the State government. Such transfer shall not be considered an assignment by the Guard under this paragraph.
- j. Time is of the Essence.** Time is of the essence with respect to each and every provision of this Agreement.
- k. Radon Gas Notification.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
- l. Notice.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified U.S. Mail, return receipt requested or by reputable overnight carrier:

- i. If to County: County Administrator
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

- ii. If to Guard:

[This space intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date/s indicated below.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Gregory L. Hansen, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit
Court & Comptroller

Date

APPROVED AS TO FORM:

Sean S. Moylan, Deputy County Attorney

As approved by the Flagler County Board of
County Commissioners at its regular meeting
on the __ day of _____ 2023.

[This space intentionally left blank. Signature page to follow.]

FLORIDA STATE GUARD

ATTEST:

_____, _____

Signature

Date

Print Name, Title

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by means of physical presence or online notarization, by _____, _____, who is personally known to me or who produced valid government issued identification.

SEAL

Notary Public

EXHIBIT LIST

- Exhibit A The Site
- Exhibit B Conceptual Site Plan