



City of Bunnell, Florida
Agenda Item No. H-7.

Document Date:	11/19/2013	Amount: \$350.00
Department:	City Manager Williams	Account #: N/A
Subject:	Discuss the Interlocal Agreement with Flagler County Transferring the Historic Courthouse, Courthouse Annex and associated properties to the City of Bunnell	
Attachments: <i>Please number items as they will appear on the agenda.</i>	Interlocal Agreement Special Warranty Deed	
Agenda Section:	H. New Business	
Summary/Highlights: Flagler County has proposed transferring the Historic County Courthouse and Annex to the City of Bunnell		
Background:		
Staff Recommendation:		
City Attorney Review: Click here to enter text.		
Finance Department Review/Recommendation:		
Approver Name:	Approval Status:	Date:
Patty Larkin, Finance Director		Click here to enter a date.
Sandra Bolser, City Clerk	Approved for 11/28/2013 Agenda	11/19/2013

NOW THEREFORE THE COUNTY AND CITY AGREE AS FOLLOWS:

1. The County shall transfer the real property by special warranty deed to the City that includes the historic courthouse and the courthouse annex, Parcel ID No. 10-12-30-0850-01330-0000, and the associated adjoining real property that presently contains a parking lot and open space with a small park, Parcel ID. No. 10-12-30-0850-01220-0000 hereafter referred to as "the Property."

2. The City shall maintain and preserve the historic courthouse façade and its architectural features to continue its historical presence as a local landmark and as a publically recognizable building of the County's early history. The façade for preservation purposes includes only the original façade that remains in public view on the north, east and west building elevations. (For reference, in 1982 the County constructed the courthouse annex, physically attaching it to the south wall of the historic courthouse.) Attached hereto is a photograph of the courthouse as originally constructed in 1926 and current photographs that display the architectural features as they presently exist, attached and incorporated herein by reference as Exhibit A. The City's obligation is to maintain and preserve the architectural features as they presently exist. The City retains the discretion to restore any features to their original condition. For reference purposes, attached hereto is an excerpt of a 1999 report prepared for the Florida Department of Transportation in its assessment of cultural and historical resources for the planned widening of State Road 100. The excerpt, attached and incorporated herein by reference as Exhibit B, documents the history and architectural features of the historic courthouse. This obligation to preserve the architectural features of the façade does not include such elements as the landscaping, planters, lawn or sidewalks, all of which may be addressed in the City's discretion.

3. The City may only use the historic courthouse for the City's governmental offices and meeting places and other public uses including display of historic items or information concerning the City and County. The City may lease portions of the courthouse to other government agencies. The City may not lease any part of the courthouse to private parties but such shall not prohibit the City from making space within the historic courthouse available for events as approved by the City.

4. The City may not sell or mortgage or allow any lien upon any of the Property conveyed to the City pursuant to this Interlocal Agreement and the associated Special Warranty Deed.

5. If the City violates the provisions of paragraphs 2, 3 or 4, the Property conveyed to the City shall revert to the County in accordance with the terms of the associated Special Warranty Deed.

6. In consideration of the transfer, the City will maintain all of the Property conveyed, and assume all liabilities associated with the Property, relieving the County from maintenance responsibilities, any carrying costs, and any liabilities related to the Property arising after conveyance of the Property.

7. It is the wish of the County that the City attempt to maintain the historic quality or character of the courthouse, such as the finished courtroom on the second floor, with all such activity in the discretion of the City as owner of the courthouse.

8. The City shall consider the value of the County's transfer of the Property to be a complete offset to any City utility impact fees and building permit fees for the County's redevelopment of the Bunnell Hospital property. Additionally, the City has agreed to consider requests of the County to vacate or relocate unused rights of way, alleys, and easements in the County's redevelopment of the Bunnell Hospital property.

9. Nothing in this Interlocal Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the County and City, and all duties and responsibilities pursuant to this Agreement shall be for the sole and exclusive benefit of the County and City and not for the benefit of any other party.

10. This Interlocal Agreement shall be effective on recording with the Clerk of the Circuit Court and Comptroller for Flagler County. Upon recording the Clerk shall insert the date of recording in the first clause of this Agreement and it shall be effective as of that date in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the County and City have executed this Interlocal Agreement to be effective upon recording.

ATTEST:

CITY OF BUNNELL

Sandra Bolser, City Clerk

By: _____
Catherine D. Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

ATTEST:

FLAGLER COUNTY, FLORIDA

Gail Wadsworth, Clerk of the Court and
Comptroller

By: _____
Nate McLaughlin, Chair

Approved as to form and legality:

Albert J. Hadeed, County Attorney

Parcel ID. Nos.
10-12-30-0850-01330-0000
10-12-30-0850-01220-0000

SPECIAL WARRANTY DEED

THIS INDENTURE, made this _____ day of November, 2013, between **FLAGLER COUNTY, FLORIDA**, a political subdivision organized and existing under the laws of the State of Florida, whose address is 1769 E. Moody Boulevard, Building 2, Bunnell, Florida 32110 (“**Grantor**”), and **CITY OF BUNNELL**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1769 E. Moody Boulevard, Building 2, Bunnell, Florida 32110 (“**Grantee**”).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and NO/100 Dollars, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Flagler, State of Florida, to wit:

See Exhibit “A” attached hereto and by this reference made a part hereof,

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the land (collectively, the “Property”), subject to the following permitted encumbrances (the “Permitted Encumbrances”):

- 1) Real estate taxes for the current year and subsequent years;
- 2) Easements, covenants, conditions, restrictions and reservations of record, reference to which shall not operate to reimpose same; and
- 3) Laws, codes, rules and regulations of any governmental authority having jurisdiction over the Property.

Grantor does hereby warrant the title to said land, subject to the Permitted Encumbrances, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but no other, subject to the Permitted Encumbrances.

USE RESTRICTIONS, COVENANTS AND RIGHT OF REVERTER

This conveyance is made subject to and upon the following express conditions: (i) that the Property shall be used in accordance with the conditions numbered 2, 3 and 4 provided in that certain Interlocal Agreement by and between the Grantee and Grantor dated of even date herewith (collectively, hereinafter referred to as “Restrictions”). If any of the Restrictions are violated by the Grantee, and after 30 days written notice of the violation from Grantor to Grantee, Grantee fails to cure such violation of the Restrictions, then the title to all of the Property shall automatically revert to and vest in the Grantor. Upon such automatic reversion of

title, Grantor may record in the real estate records of Flagler County, Florida an affidavit of its authorized representative evidencing such reversion whereupon record title to the Property shall vest in Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Deed effective as of the day and year first above written

Signed, sealed and delivered
in the presence of:

GRANTOR:

FLAGLER COUNTY, FLORIDA, a political
subdivision organized and existing under the
laws of the State of Florida

By: The Flagler County Board of County
Commissioners

Name: _____

By: _____

Name: Nate McLaughlin

Its: Chair

Name: _____

Exhibit A

Legal Description

Historic Courthouse/Annex Parcel

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) WITHIN A PORTION OF GOVERNMENT SECTION 15, TOWNSHIP 12 SOUTH RANGE 30 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS ALL OF BLOCK 133, OF THE SUBDIVISION PLAT TOWN OF BUNNELL, AS RECORDED IN MAP BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

Parking Lot/Open Space/Park Parcel

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) WITHIN A PORTION OF GOVERNMENT SECTIONS 14 AND 15, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS ALL OF BLOCK 122, OF THE SUBDIVISION PLAT TOWN OF BUNNELL, AS RECORDED IN MAP BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Nate McLaughlin, as the Chair of the Flagler County Board of County Commissioners, on behalf of Flagler County, Florida, a political subdivision organized and existing under the laws of the State of Florida, on behalf of such political subdivisions, who *(check one)* is personally known to me or has provided me with _____ *(insert type of identification)* as evidence that she is the individual who executed this instrument.

[NOTARY SEAL]

Notary Public, State of Aforesaid

Printed Name of Notary Public

My commission expires: