

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CONSENT AGENDA ITEM #23**

**SUBJECT:** Consider Close Out of Matters Affecting Right of Way for Flagler County Government Services Complex and Agreement with The First Bunnell Baptist Church of Bunnell, Florida, Inc.

**DATE OF MEETING:** November 21, 2016

**OVERVIEW/SUMMARY:** This is the final close out for the long standing project for the launch of Commerce Parkway as a state and federally funded project and the creation of the County's alternate ingress and egress from State Road 100 into the Government Services Complex. To wind out the final matters we need to true up the sums owed by The First Baptist Church of Bunnell, Florida, Inc. ("First Baptist Church" or "the Church").

Based on the 2005 agreement with the Church, and taking into account all credits and charges related to the right of way improvements, the Church has a balance to the County of \$58,000. The Church contributed land for roadway improvements, including for stormwater, accommodated the master stormwater system for the east end of the Government Services Complex and the Church's property, contributed engineering services by way of a consultant, paid permit and connection fees, and installed water utilities that allowed the County to loop its lines.

Based on the extensive cooperation of the Church with the County on this challenging project, the County will continue the non-interest bearing feature of the repayment, directing the Church to pay the amount due in four equal annual installments of \$14,500. See Attachment 1. Additionally, the close out includes the Church deeding the County approximately 2 acres needed for our secondary ingress and egress route to State Road 100. See Attachments 2. The transaction also includes the required beneficial interest affidavit which discloses that only the Church has a fee interest in the property being conveyed. See Attachment 3.

The last previous action of the Board on this matter was in April 2016 to approve an interlocal agreement with the City of Bunnell ("City") and the Church. The interlocal agreement established the basis for Commerce Parkway to serve as a connector from State Road 100 to US Highway #1. It reserved for the County a dedicated turning lane into our complex for the benefit of our Emergency Services, Firefighters, General Services, Road and Bridge crews, and law enforcement which traverse the roadway frequently. It is also a secondary means of ingress and egress for GSB and Courthouse employees and visitors. The history of the project with the findings made by the governing bodies is contained in Attachment 4, the interlocal agreement.

Also in April 2016, the Board approved a Dedication and Reservation Deed in which the First Baptist Church joined with the County to convey to the City the land and improvements brought on by the efforts and resources of both the County and Church. This deed includes protective provisions benefitting the County and the Church in exchange for its donation of land and improved transportation facilities to the City. See Attachment 5.

To make the project even possible, which started in 2003, the County and First Baptist Church entered into an agreement in 2005 which described a process for building roadway extensions that benefitted the properties of each. See Attachment 6. Events have overtaken the process set out in the agreement as the parties continued through construction and dealing with the City, a private developer, a neighboring property owner and FDOT. This agenda item if approved will close out that agreement except for obligations called out in the formal instruments adopted by the Board in 2016 and by the approval of Attachments 1 and 2.

**FUNDING INFORMATION:** Not Applicable

**DEPT./CONTACT/PHONE #:** Craig Coffey, County Administrator, 386-313-4094

**RECOMMENDATION:** Approve the close out as described herein and authorize the County Administrator to execute the letter and to authorize the County to accept the deed from the Church and to do all things necessary to finalize the conveyance.

**ATTACHMENTS:**

1. Proposed Letter from Craig Coffey to the First Baptist Church of Bunnell, Florida, Inc.;
2. Warranty Deed;
3. Beneficial Interest and Disclosure Affidavit;
4. Interlocal Agreement Between Flagler County, Florida And The City Of Bunnell, Florida Relating To Right Of Way Dedication In Commerce Park Area – 2016;
5. Dedication and Reservation Deed – 2016; and
6. Agreement Between Flagler County and First Baptist Church of Bunnell, Florida, Inc. For Road Right-Of-Way And For A Stormwater Drainage And Treatment Easement - 2005

  
Craig M. Coffey, County Administrator

18 NOV 2016  
Date

**Administration**  
1769 E. Moody Blvd Bldg 2  
Bunnell, FL 32110



Attachment 1  
[www.flaglercounty.org](http://www.flaglercounty.org)  
Phone: (386)313-4001  
Fax: (386)313-4101

November 21, 2016

Reverend Eric Trawick  
The First Baptist Church of Bunnell, Florida, Inc.  
2301 Commerce Parkway  
Bunnell, Florida 32110

Re: Commerce Parkway Project

Dear Reverend Trawick:

We want to extend our sincere thanks and appreciation for our work together to bring Commerce Parkway into reality to better serve our properties. The County acknowledges the contribution of the Church to the County's efforts by giving land, utility extensions, and other resources to further the project. We are at close out and taking into account all credits and charges, we are finalizing the amount due as \$58,000, down from the amount of \$76,968.00 as originally invoiced by the County. The original Agreement contained no specific dollar amount and contemplated this type of true-up. The amount owed is based on this computation:

\$76,968 per County invoice for road improvement  
(\$2,500) permit credit  
(\$14,175) utility credit  
(\$2,293) extra land credit  
\$58,000

Because during this period from 2006 to this date, the overwhelming user of the roadway facilities has been the County, no interest is being charged for deferrals of the payment. Similarly, and on the same basis, the County is providing an interest free payment plan for the remaining balance. Specifically, the County is modifying the payment schedule from the 2005 agreement to receiving four equal annual installments of \$14,500, beginning June 1, 2017 and continuing thereafter for each June 1<sup>st</sup> until the balance is paid down to zero.

Finally, we have one more land transaction to complete and the deed and beneficial interest affidavit are enclosed for your review. We would like the transaction to take place before year end.

Thank you again for your cooperation over the years and we look forward to our future endeavors together for Commerce Parkway.

Sincerely,

Craig M. Coffey  
County Administrator

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Charles Ericksen, Jr. District 1	Frank Meeker District 2	Barbara Revels District 3	Nate McLaughlin District 4	George Hanns District 5
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RETURN TO:  
Craig Coffey  
County Administrator  
1769 E. Moody Blvd.  
Building #2  
Bunnell, FL 32110

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Property Appraisers Parcel  
Identification Number  
**111230-1175-01010-0010**

## **WARRANTY DEED**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by **The First Baptist Church of Bunnell, Florida, Inc., 2301 Commerce Parkway (PO Box 365), Bunnell, FL 32110**, hereinafter called the **Grantor**, to **Board of County Commissioners of Flagler County, Florida, a political subdivision of the State of Florida**, whose post office address is **1769 E. Moody Blvd. Building #2, Bunnell, FL 32110**, hereinafter called the **Grantee**:

**WITNESSETH**, That said Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Flagler County, Florida, to-wit:

Parcel C as depicted and described on Exhibit A attached hereto and incorporated by reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

GRANTOR warrants this is not homestead property.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO taxes for the year 2015 and subsequent years; Assessments, Covenants, Restrictions, Dedications, Easements, Reservations and Limitations of Record, if any, and reserving unto itself, its successors and assigns, severable non-exclusive easements in and upon such streets and roadways on the said property for the purposes of ingress and egress and for access in accordance with the agreement between Grantor and Grantee executed by Grantee on May 9, 2005.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in  
the presence of:

THE FIRST BAPTIST CHURCH  
OF BUNNELL, FLORIDA, INC.

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

PRINTED: \_\_\_\_\_

TITLE: Trustee

State of Florida  
County of Flagler

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, Trustee of The First Baptist Church of Bunnell, Florida, Inc., who [☐] is personally known or [☐] has produced a driver's license as identification: \_\_\_\_\_.

[Notary Seal]

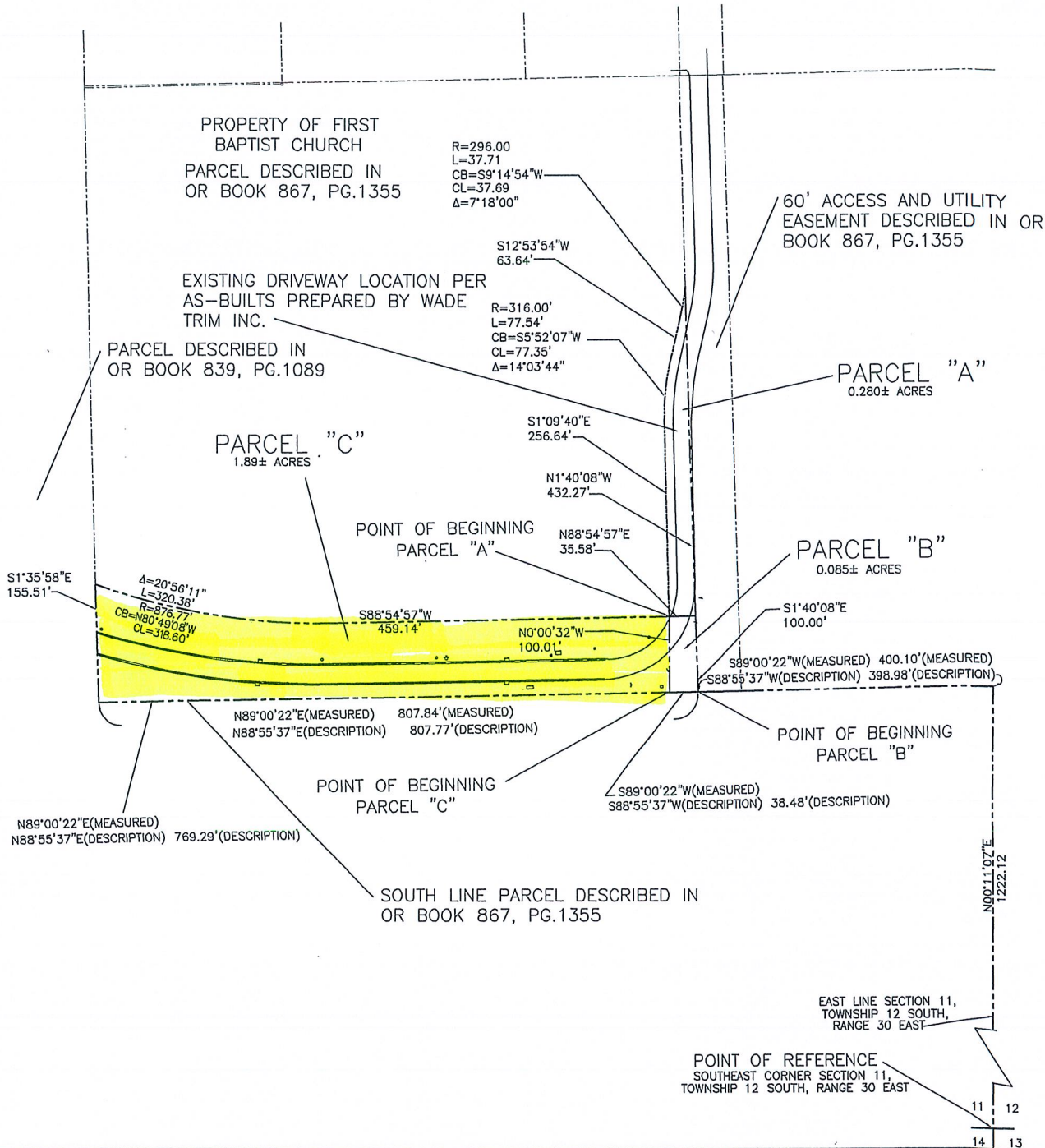
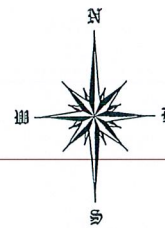
\_\_\_\_\_  
Notary Public

Printed  
Name: \_\_\_\_\_

My Commission  
Expires: \_\_\_\_\_

# EXHIBIT "A"

## SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)



SKETCH AND DESCRIPTION OF PARCELS

8.5"x11" scale: 1=200'  
ISSUED 11/8/11

SHEET 1 OF 2

# EXHIBIT "A"

## LEGAL DESCRIPTION

PORTIONS OF TRACTS 1, 3, 4, 18, 19 AND 20, BLOCK D, BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### PARCEL "A"

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE N00°11'07"E, ALONG THE EASTERLY LINE OF SAID SECTION 11, A DISTANCE OF 1,222.12 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SECTION 11, S88°55'37"W (S89°00'22"W, MEASURED), A DISTANCE OF 398.98 FEET (400.10 FEET, MEASURED), SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS; THENCE CONTINUE S88°55'37"W (89°00'22"W, MEASURED), A DISTANCE OF 38.48 FEET; THENCE N00°00'32"W, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING FOR PARCEL "A"; THENCE N88°54'57"E, A DISTANCE OF 35.58 FEET; THENCE N1°40'08"W, SAID LINE BEING COMMON TO THE EASTERLY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS, A DISTANCE OF 432.27 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 296.00 FEET, LEAVING SAID COMMON LINE ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.71 FEET, THROUGH A CENTRAL ANGLE OF 7°18'00", WITH A CHORD BEARING OF S9°14'54"W AND A CHORD LENGTH OF 37.69 FEET; THENCE S12°53'54"W, A DISTANCE OF 63.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 316.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.54 FEET THROUGH A CENTRAL ANGLE OF 14°03'34", WITH A CHORD BEARING OF S5°52'07"W AND A CHORD LENGTH OF 77.35 FEET; THENCE S1°09'40"E, A DISTANCE OF 256.64 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.28 ACRES MORE OR LESS.

### PARCEL "B"

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE N00°11'07"E, ALONG THE EASTERLY LINE OF SAID SECTION 11, A DISTANCE OF 1,222.12 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SECTION 11, S88°55'37"W (S89°00'22"W, MEASURED), A DISTANCE OF 398.98 FEET (400.10 FEET, MEASURED), SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS AND THE POINT OF BEGINNING FOR PARCEL "B"; THENCE CONTINUE S88°55'37"W (89°00'22"W, MEASURED), A DISTANCE OF 38.48 FEET ALONG THE SOUTHERLY LINE OF THE THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS; THENCE N00°00'32"W, A DISTANCE OF 100.01 FEET; THENCE N88°54'57"E, A DISTANCE OF 35.58 FEET; THENCE S1°40'08"E, SAID LINE BEING COMMON TO THE EASTERLY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.085 ACRES MORE OR LESS.

### PARCEL "C"

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE N00°11'07"E, ALONG THE EASTERLY LINE OF SAID SECTION 11, A DISTANCE OF 1,222.12 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SECTION 11, S88°55'37"W (S89°00'22"W, MEASURED), A DISTANCE OF 398.98 FEET (400.10 FEET, MEASURED), SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS; THENCE CONTINUE S88°55'37"W (89°00'22"W, MEASURED) ALONG THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS, A DISTANCE OF 38.48 FEET TO THE POINT OF BEGINNING FOR PARCEL "C"; THENCE LEAVING SAID SOUTHERLY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS N00°00'32"W, A DISTANCE OF 100.01 FEET; THENCE S88°54'57"W, A DISTANCE OF 459.14 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 876.77 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 320.38 FEET THROUGH A CENTRAL ANGLE OF 20°56'11", WITH A CHORD BEARING OF N80°49'08"W AND A CHORD LENGTH OF 318.60 FEET; THENCE S1°35'58"E, A DISTANCE OF 155.51 FEET, SAID LINE BEING COMMON TO THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 AND OFFICIAL RECORDS BOOK 889, PAGE 1089 OF THE FLAGLER COUNTY PUBLIC RECORDS, TO A POINT BEING THE SOUTHWESTERLY CORNER OF THAT AFORESAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355; THENCE N88°55'37"E (N89°00'22"E, MEASURED), A DISTANCE OF 769.29 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.89 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCELS AND THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 889, PAGE 1089 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ARE INTENDED TO BE CONTIGUOUS, EACH TO THE OTHER, WITH NO GAPS OR OVERLAPS. "MEASURED" DATA IS FROM BOUNDARY SURVEY PERFORMED BY STEPHENSON SURVEYING, INC., 204 N. RAILROAD STREET, BUNNELL, FL 32110, CERTIFIED BY DAN A. WILCOX, REGISTERED FLORIDA LAND SURVEYOR AND MAPPER NO. 2238, OFF.NO. 03-1712, FILE NAME: FLAGLER/12-30/1st BAPTIST CHURCH, DWG DATE: APRIL 3, 2003, FIELD DATE: MARCH 21, 2003, FOR THE FIRST BAPTIST CHURCH OF BUNNELL, FLORIDA, INC. PARCELS "A" AND "B" INFORMATION TAKEN FROM SKETCHES PREPARED BY ARCADIS US., INC. FILE NAME: RIGHT-OF-WAY FIRST BAPTIST CHURCH OF BUNNELL.

THESE DESCRIPTIONS WERE PREPARED FROM RECORD INFORMATION ONLY AND NOT INTENDED FOR USE AS BOUNDARY SURVEYS.

SKETCH AND DESCRIPTION OF PARCELS

ISSUED 11/8/11

SHEET 2 OF 2

## BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

Before me, the undersigned authority, personally appeared \_\_\_\_\_, ("affiant"), this \_\_\_\_\_ day of \_\_\_\_\_, 2016, who, first being duly sworn, deposes and says that affiant is Trustee of The First Baptist Church of Bunnell, Florida, Inc., as "Grantor," whose address is 2301 Commerce Parkway, Bunnell, Florida 32110, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Grantor to make this affidavit on Grantor's behalf. That Grantor is the record owner of the "Property" described as Parcel C in attached Exhibit "A." As required by Section 286.23, Florida Statutes, and subject to the penalties for perjury, Trustee affirms that Grantor is the only "person" (as defined in Section 1.01(3), Florida Statutes) holding any beneficial interest in said Property.

Signed, sealed and delivered  
in the presence of:

**The First Baptist Church of Bunnell,  
Florida, Inc.**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

Print or Typed Name as Trustee:

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed or Typed Name

STATE OF FLORIDA     )  
COUNTY OF FLAGLER    )

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as Trustee of The First Baptist Church of Bunnell, Florida, Inc., who is personally known to me or produced \_\_\_\_\_ as identification and who did/did not take the oath.

[Seal]

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**INTERLOCAL AGREEMENT BETWEEN FLAGLER  
COUNTY, FLORIDA AND THE CITY OF BUNNELL,  
FLORIDA RELATING TO RIGHT OF WAY DEDICATION  
IN COMMERCE PARK AREA**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into this 25 day of APRIL 2016, between Flagler County, Florida (the "County"), a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Bldg. #2, Bunnell, Florida 32110, and the City of Bunnell, Florida (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 201 West Moody Boulevard, Bunnell, Florida 32110, hereinafter collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Section 163.01 of the Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

**WHEREAS**, the County and the City desire to cooperate for their mutual advantage concerning the development of a public right of way within the municipal limits of the City which affects the operations and efficiency of the County's Government Services Complex located at 1769 East Moody Boulevard and which will benefit the City in its efforts to promote economic development; and

**WHEREAS**, the City has approved platting for a commercial subdivision known as Commerce Park which may be extended at some future date to adjoin part of the County's Government Services Complex; and

**WHEREAS**, the City's approval includes the platting of a City street known as

Commerce Parkway which connects to State Road 100; and

**WHEREAS**, the City intends to connect Commerce Parkway to US Highway No. 1 over the long term to serve as an important transportation link for the City and County; and

**WHEREAS**, the County in conjunction with The First Baptist Church of Bunnell, Florida, Inc., ("the Church") designed and constructed a right of way drive within the lands of the Church in 2006 (hereafter "the Extension") to extend Commerce Parkway to facilitate access to and from State Road 100 to the property of the County and the Church and to serve the full needs of the Government Services Complex in times of both non-emergency and emergency; and

**WHEREAS**, among other things, Commerce Parkway together with the Extension will serve as a primary means of ingress and egress to State Road 100 for the County's emergency management services, fire and rescue, law enforcement, public works and other essential services provided by the County from its Government Services Complex; and

**WHEREAS**, Commerce Parkway together with the Extension will serve as a secondary means of ingress and egress for the citizens of the County seeking general government services, including the services of the Courts and the Offices of the Clerk; and

**WHEREAS**, Commerce Parkway together with the Extension also will serve as a means of ingress and egress for the employees who work at the Complex and the vendors that serve the Complex; and

**WHEREAS**, the City in furtherance of its long range plans obtained federal funding to extend and develop Commerce Parkway as a connector to US Highway No. 1 and has completed a Project Development and Environment Study ("PD&E") administered by the Florida Department of Transportation ("FDOT"); and

**WHEREAS**, as part of the PD&E process the FDOT will establish right of way limits for the Commerce Parkway connector of which the Extension will be a part; and

**WHEREAS**, the City desires that the County and Church dedicate and transfer the Extension, including land and improvements, that is within the proposed alignment of the Commerce Parkway connector in order to facilitate its progress on implementing the PD&E; and

**WHEREAS**, the County and Church are desirous of aiding the City in these activities and have determined to dedicate a portion of their lands and to convey the improvements they constructed within the proposed platted roadway to the City subject to certain reservations and conditions.

**NOW, THEREFORE**, in consideration of the above premises, it is mutually agreed between the Parties as follows:

1. The foregoing recitals are adopted as findings of fact by the Parties.
2. The County and Church agree to join in the dedication and conveyance of the lands and improvements that are within the PD&E Study area for the Commerce Parkway connector adjacent to their lands. The form of such is appended hereto as the Dedication and Reservation Deed and is confirmed by the Church's joinder in this Agreement below. The Deed in final form shall be dated and recorded at the same time as this Interlocal Agreement is recorded.

3. The City shall reserve a portion of the existing southbound lane of the Extension for use as a dedicated deceleration and right-hand turn lane accessing the Flagler County Government Services Complex and accessing adjoining lands owned by the Church.

4. The County reserves unto itself, its successors and assigns, severable non-exclusive easements in and upon such streets, roadways, drainage, sidewalks and bike paths as such may be constructed from time to time, with the right but not the obligation (subject to section 7 below) to install, maintain, repair or replace facilities and structures as needed.

5. Due to the essential nature of the access provided by Commerce Parkway and the Extension from the Government Services Complex to State Road 100 for emergency and other critical public agency services, the City shall not close or vacate these roadway segments without the express written approval of the County. The City further acknowledges that, subject to section 7 below, it will operate and maintain, or cause to be maintained, Commerce Parkway and the Extension so as to ensure its functions for the County and Church and to consult with the County on any proposed actions that may affect the County's operations at the Government Services Complex.

6. The City acknowledges the value of the economic contribution by the County and Church of both the land and improvements that are to be dedicated and conveyed to the City. The dedication and conveyance without cost to the City will reduce the need to pay for right of way from federal or local funding for the Commerce Parkway connector project. As a consequence, more of the federal funding for the Commerce Parkway connector can be allocated for construction. In recognition of these financial

benefits conferred upon the City from the County and Church, the City shall exclude the County and Church from any assessment district created for, and from the levy or imposition of any assessment, fee, toll or charge related to, future roadway improvements or maintenance of Commerce Parkway, including the connector and the Extension. The value contributed by the County and Church shall be deemed by the City to satisfy any such future assessment, fee, toll or charge. Future development on the County or Church property, however, shall not be exempt from any transportation impact fees that may be applicable at the time of such future development.

7. The County agrees to maintain the existing improvements within the Extension at its present level of service until such time as a new driveway connection is made to Commerce Parkway, the Extension or the connector by a non-County entity. For this purpose, the City agrees that the County shall retain the exclusive right to issue a driveway connection permit as the right of way authority until such time as the County's maintenance obligation terminates. Upon the issuance of the first such driveway connection permit by the County, the responsibility for maintenance shall transfer automatically to the City. In its sole discretion the City may determine and notify the County in writing that it wishes to assume such maintenance responsibility prior to the first such driveway connection permit. Upon such written notice, the County's maintenance obligation hereunder shall terminate.

8. All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below or such other address as a party may advise the other party by written notice:

For the COUNTY:	County Administrator 1769 E. Moody Blvd. Bldg. #2, Suite 302 Bunnell, FL 32110
For the CITY:	City Manager P.O. Box 756 Bunnell, FL 32110
For the Church:	The First Baptist Church Of Bunnell 2301 Commerce Parkway (PO Box 365) Bunnell, FL 32110

9. 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 or referenced herein. This Agreement may not be modified, changed or amended, except in writing signed by the Parties hereto or their authorized representatives. No Party shall assign the Agreement, or any interest herein, without the express written consent of the other Party. There are no third party beneficiaries to this Agreement except the Church as to provision numbers 5 and 6 herein.

10. The Parties and the Church shall each execute and cause to be delivered to each other such instruments and other documents, and shall take such other actions, as such other may reasonably request (prior to, at or after the closing of the transactions contemplated by this Agreement) in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

11. 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 the County and the City have contributed substantially and materially to the preparation of this Agreement.

12. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. The exclusive venue for enforcement or interpretation of this Agreement is in the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the dates signed below.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

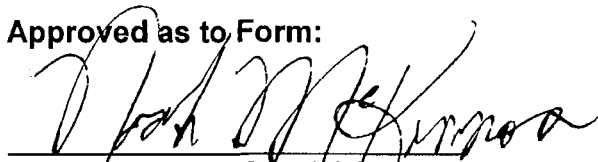
**ATTEST:**

  
Gail Wadsworth, Clerk of the Circuit Court and Comptroller

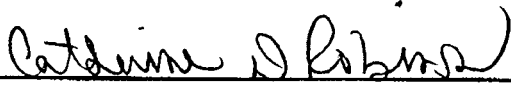
  
Barbara S. Revels, Chair

Date: 4-25-16

**Approved as to Form:**


  
Noah McKinnon, Special Counsel

CITY OF BUNNELL, FLORIDA

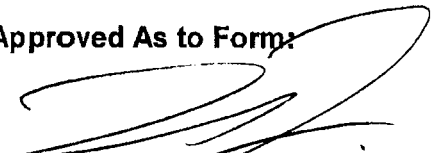
  
Catherine D. Robinson, Mayor

Date: 3-28-16

**Attest:**

  
Sandra Bolser, City Clerk

**Approved As to Form:**

  
Wade C. Vose, City Attorney

Joinder by The First Baptist Church of Bunnell, Inc.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature

The First Baptist Church of Bunnell,  
Florida, Inc.

BEDDIE ERIC TRENKLE  
Printed or Typed Name

By [Signature]

Printed or Typed Name As Trustee:

WILLIAM H. PETTY III

H.W. Holdridge  
Witness Signature

H. WILBUR HOLDRIDGE  
Printed or Typed Name

STATE OF FLORIDA  
COUNTY OF FLAGLER

The forgoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2016  
by WILLIAM H. PETTY, III, as Trustee of The First Baptist Church of Bunnell,  
Florida, Inc., who is personally known to me or produced DRIVER'S LICENSE as  
identification and who did/did not take the oath.

[Seal]



Denise M. Anderson  
Commission # FF949469  
Expires: January 11, 2020  
Bonded thru Aaron Notary

[Signature]

Notary Public  
My Commission Expires:

January 11, 2020

Return to:  
Craig Coffey  
County Administrator  
1769 E. Moody Blvd.  
Building #2  
Bunnell, FL 32110

### DEDICATION AND RESERVATION DEED

KNOW ALL MEN BY THESE PRESENTS,

That FLAGLER COUNTY, FLORIDA by and through its BOARD OF COUNTY COMMISSIONERS, 1769 E. Moody Blvd., Bldg. #2, Bunnell, FL 32110, and THE FIRST BAPTIST CHURCH OF BUNNELL, FLORIDA, INC. whose address is 2301 Commerce Parkway (PO Box 365), Bunnell, Florida 32210 (hereinafter collectively "Grantors"), are the owners of Parcels A and B, as their interests may appear, as such Parcels are described and depicted in the attached Exhibit. The Grantors, having legal interests in such lands, have caused the lands to be surveyed and improved as roadways in the City of Bunnell, Flagler County, Florida, and hereby dedicate the lands and the improvements thereon for perpetual use by the public as streets, roadways, drainage, and utilities. Further, Grantors hereby dedicate the roadway improvements they caused to be constructed within the 60 foot access and utility easement described in Official Records Book 867, Page 1355. The Grantors convey to the City all right, title and interest in the improvements the Grantors have caused to be constructed on the dedicated lands and in the access and utility easement, including the water main installed within said dedicated lands and in the access and utility easement. Grantors are dedicating such lands and improvements for the City's plats of Commerce Parkway effective this 25 day of APRIL 2016.

EXCEPT and RESERVING, unto themselves, their successors and assigns, severable non-exclusive easements in and upon such streets, roadways, drainage, and bike paths as such may be constructed from time to time, with the right but not the obligation to install, maintain, repair or replace facilities and structures as needed, subject to the provisions of that certain Interlocal Agreement with the City of Bunnell recorded on even date herewith.

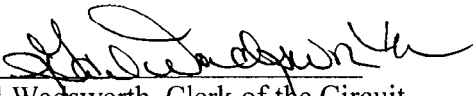
FURTHER RESERVING unto the Grantors a portion of the existing southbound lane for use as a dedicated deceleration and right-hand turn lane accessing the Flagler County Government Services Complex and adjoining lands owned by The First Baptist Church of Bunnell, Florida, Inc.

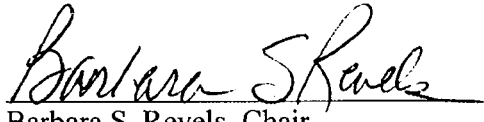
AND FURTHER RESERVING unto Grantors the rights accorded them under that certain Interlocal Agreement with the City of Bunnell recorded on even date herewith.

IN WITNESS WHEREOF, the Grantors have caused this DEDICATION and RESERVATION DEED to be executed by their duly authorized officers this 25 day of APRIL 2016.

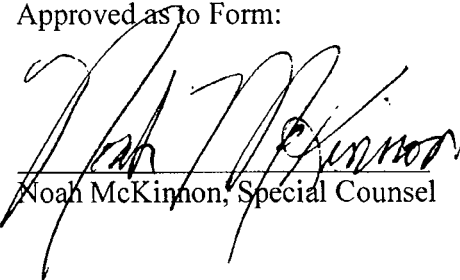
**Attest:**

**Board of County Commissioners  
of Flagler County, Florida**

  
Gail Wadsworth, Clerk of the Circuit  
Court and Comptroller

  
Barbara S. Revels, Chair

Approved as to Form:

  
Noah McKinnon, Special Counsel

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature

[Signature]  
Printed or Typed Name

H.W. Holdridge  
Witness Signature

N. WILBUR HOLDRIDGE  
Printed or Typed Name

**The First Baptist Church of Bunnell,  
Florida, Inc.**

By [Signature]  
Printed or Typed Name as Trustee:

William H. Petty Jr

STATE OF FLORIDA  
COUNTY OF FLAGLER

The forgoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2016  
by William H. Petty, III, as Trustee of The First Baptist Church of Bunnell, Florida,  
Inc., who is personally known to me or produced DINE'S License as identification and who  
did/did not take the oath.

[Seal]



Denise M. Anderson  
Commission # FF949469  
Expires: January 11, 2020  
Bonded thru Aaron Notary

[Signature]

Notary Public  
My Commission Expires: January 11, 2020

CERTIFICATE OF APPROVAL AND ACCEPTANCE

CITY COMMISSION OF BUNNELL, FLORIDA

This is to certify that on the ~~28~~<sup>28</sup> day of ~~March~~<sup>March</sup>, 2016, the foregoing DEDICATION and RESERVATION DEED was approved and is accepted by the City Commission of The City of Bunnell, Florida effective this 25 day of April, 2016.

CITY OF BUNNELL, FLORIDA

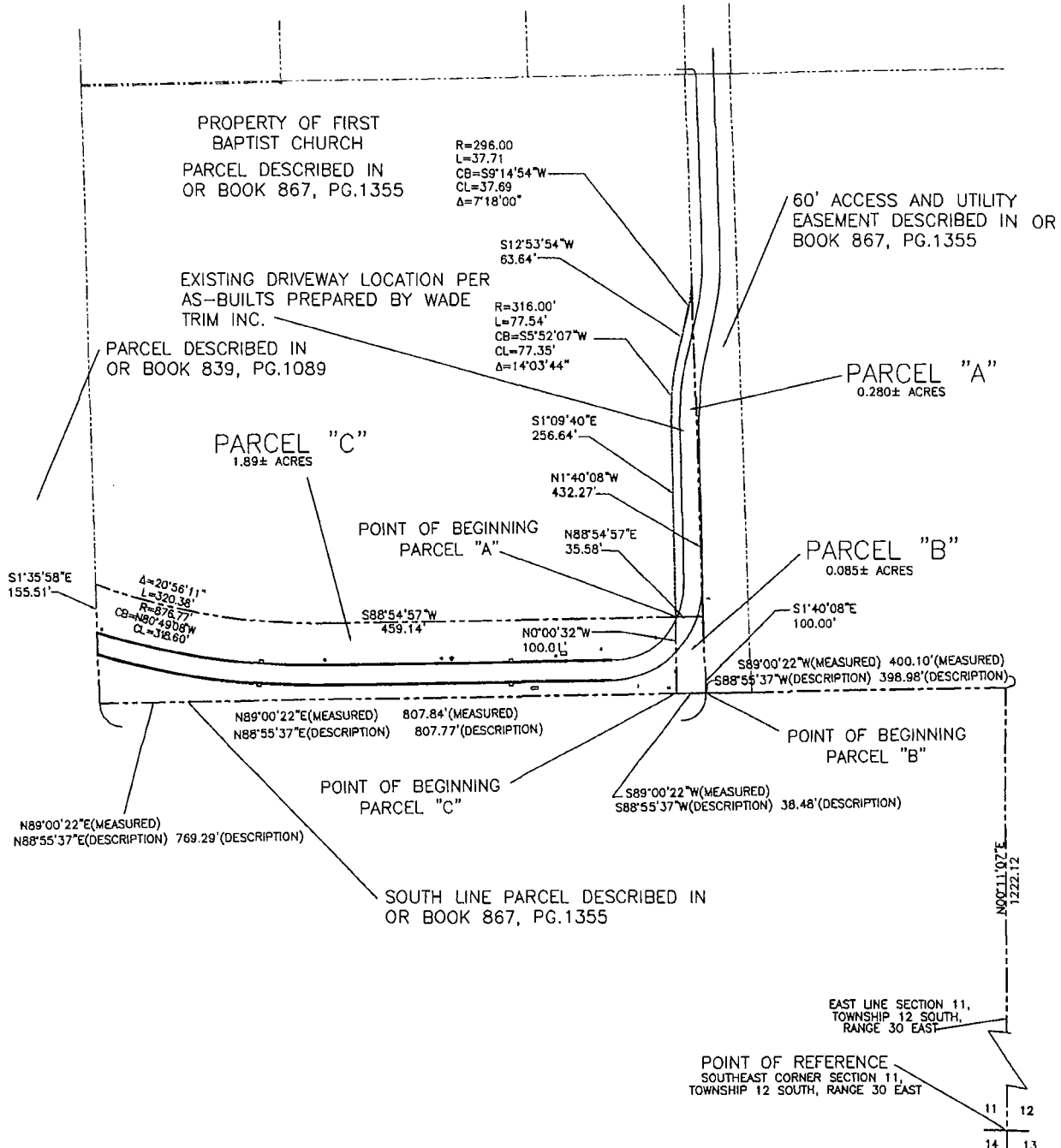
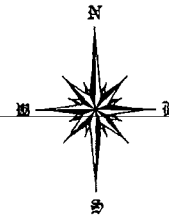
By: Catherine D. Robinson  
Catherine D. Robinson, Mayor

Attest: Sandra Bolser  
Sandra Bolser, City Clerk

Approved as to Form: [Signature]  
Wade C. Vose

# EXHIBIT "A"

## SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)



SKETCH AND DESCRIPTION OF PARCELS

8.5"x11" scale: 1=200'  
ISSUED 11/8/11

SHEET 1 OF 2

# EXHIBIT "A"

## LEGAL DESCRIPTION

PORTIONS OF TRACTS 1, 3, 4, 18, 19 AND 20, BLOCK D, BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### PARCEL "A"

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE N00°11'07"E, ALONG THE EASTERLY LINE OF SAID SECTION 11, A DISTANCE OF 1,222.12 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SECTION 11, S88°55'37"W (S89°00'22"W, MEASURED), A DISTANCE OF 398.98 FEET (400.10 FEET, MEASURED), SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS; THENCE CONTINUE S88°55'37"W (89°00'22"W, MEASURED), A DISTANCE OF 38.48 FEET; THENCE N00°00'32"W, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING FOR PARCEL "A"; THENCE N88°54'57"E, A DISTANCE OF 35.58 FEET; THENCE N1°40'08"W, SAID LINE BEING COMMON TO THE EASTERLY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS, A DISTANCE OF 432.27 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 296.00 FEET, LEAVING SAID COMMON LINE ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.71 FEET, THROUGH A CENTRAL ANGLE OF 7°18'00", WITH A CHORD BEARING OF S9°14'54"W AND A CHORD LENGTH OF 37.69 FEET; THENCE S12°53'54"W, A DISTANCE OF 63.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 316.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.54 FEET THROUGH A CENTRAL ANGLE OF 14°03'34", WITH A CHORD BEARING OF S5°52'07"W AND A CHORD LENGTH OF 77.35 FEET; THENCE S1°09'40"E, A DISTANCE OF 256.64 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.28 ACRES MORE OR LESS.

### PARCEL "B"

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE N00°11'07"E, ALONG THE EASTERLY LINE OF SAID SECTION 11, A DISTANCE OF 1,222.12 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SECTION 11, S88°55'37"W (S89°00'22"W, MEASURED), A DISTANCE OF 398.98 FEET (400.10 FEET, MEASURED), SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS AND THE POINT OF BEGINNING FOR PARCEL "B"; THENCE CONTINUE S88°55'37"W (89°00'22"W, MEASURED), A DISTANCE OF 38.48 FEET ALONG THE SOUTHERLY LINE OF THE THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS; THENCE N00°00'32"W, A DISTANCE OF 100.01 FEET; THENCE N88°54'57"E, A DISTANCE OF 35.58 FEET; THENCE S1°40'08"E, SAID LINE BEING COMMON TO THE EASTERLY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.085 ACRES MORE OR LESS.

### PARCEL "C"

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE N00°11'07"E, ALONG THE EASTERLY LINE OF SAID SECTION 11, A DISTANCE OF 1,222.12 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SECTION 11, S88°55'37"W (S89°00'22"W, MEASURED), A DISTANCE OF 398.98 FEET (400.10 FEET, MEASURED), SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS; THENCE CONTINUE S88°55'37"W (89°00'22"W, MEASURED) ALONG THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS, A DISTANCE OF 38.48 FEET TO THE POINT OF BEGINNING FOR PARCEL "C"; THENCE LEAVING SAID SOUTHERLY LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS N00°00'32"W, A DISTANCE OF 100.01 FEET; THENCE S88°54'57"W, A DISTANCE OF 459.14 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 876.77 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 320.38 FEET THROUGH A CENTRAL ANGLE OF 20°56'11", WITH A CHORD BEARING OF N80°49'08"W AND A CHORD LENGTH OF 318.60 FEET; THENCE S1°35'58"E, A DISTANCE OF 155.51 FEET, SAID LINE BEING COMMON TO THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 AND OFFICIAL RECORDS BOOK 889, PAGE 1089 OF THE FLAGLER COUNTY PUBLIC RECORDS, TO A POINT BEING THE SOUTHWESTERLY CORNER OF THAT AFORESAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355; THENCE N88°55'37"E (N89°00'22"E, MEASURED), A DISTANCE OF 769.29 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.89 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCELS AND THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 889, PAGE 1089 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ARE INTENDED TO BE CONTIGUOUS, EACH TO THE OTHER, WITH NO GAPS OR OVERLAPS. "MEASURED" DATA IS FROM BOUNDARY SURVEY PERFORMED BY STEPHENSON SURVEYING, INC., 204 N. RAILROAD STREET, BUNNELL, FL 32110, CERTIFIED BY DAN A. WILCOX, REGISTERED FLORIDA LAND SURVEYOR AND MAPPER NO. 2238, OFF.NO. 03-1712, FILE NAME: FLAGLER/12-30/1st BAPTIST CHURCH, DWG DATE: APRIL 3, 2003, FIELD DATE: MARCH 21, 2003, FOR THE FIRST BAPTIST CHURCH OF BUNNELL, FLORIDA, INC. PARCELS "A" AND "B" INFORMATION TAKEN FROM SKETCHES PREPARED BY ARCADIS US., INC. FILE NAME: RIGHT-OF-WAY FIRST BAPTIST CHURCH OF BUNNELL.

THESE DESCRIPTIONS WERE PREPARED FROM RECORD INFORMATION ONLY AND NOT INTENDED FOR USE AS BOUNDARY SURVEYS.

SKETCH AND DESCRIPTION OF PARCELS

ISSUED 11/8/11

SHEET 2 OF 2

**AGREEMENT BETWEEN FLAGLER COUNTY AND  
FIRST BAPTIST CHURCH OF BUNNELL, FLORIDA, INC. FOR  
ROAD RIGHT-OF-WAY AND FOR A STORMWATER DRAINAGE  
AND TREATMENT EASEMENT**

THIS AGREEMENT is made and entered into on the last date below written between FIRST BAPTIST CHURCH OF BUNNELL, FLORIDA, INC., a Florida nonprofit corporation, (the "Church"), and FLAGLER COUNTY, a political subdivision of the State of Florida (the "County").

**WITNESSETH:**

**WHEREAS**, the intent and purpose of this Agreement is for the Church to grant to the County an assignment of an ingress, egress easement and to convey a road right-of-way and for the County to grant the Church a stormwater drainage and treatment easement, for County and Church purposes.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

**I. RECITALS**

The above recitals are hereby incorporated into and made a part of this Agreement.

**II. RIGHTS AND OBLIGATIONS**

The rights and obligations under this Agreement are contingent on County obtaining right-of-way either through public dedication, easement, assignment of an easement or deed sufficient to provide for public access from State Road 100 to County's new administrative complex being constructed adjacent to Church's property.



### **III. CONVEYANCE OF ROAD RIGHT-OF-WAY**

The Church shall convey to County in fee simple a minimum one hundred (100) foot wide right-of-way consisting of approximately 1.98 acres, as described and depicted on Exhibit "A" attached hereto (the "Right-of-Way") for the purpose of providing a road right-of-way for access to County's new administrative complex. The Church shall have a single point of access to its property from the road constructed on this Right-of-Way, the location of which shall be established by the parties prior to construction of the road. The Church also shall provide the County a non-exclusive assignment of its easement rights to access State Road 100 along the easterly side of its property. The Church shall convey the Right-of-Way and make the non-exclusive assignment within thirty (30) days of the execution of this Agreement.

### **IV. MAINTENANCE**

The County or its successors or assigns, shall reasonably maintain the Right-of-Way and provide the Church an easement for perpetual access over the Right-of-Way for ingress and egress from the Church's property. The County shall maintain the road extension referred to in Section V, paragraph B herein.

### **V. CHURCH AGREES TO:**

- A. Convey to the County the Right-of-Way described in Section III.
- B. Pay the County for the two (2) lane road construction along the Church's easterly property line ("the Road Extension") in four (4) equal payments, at six (6) month intervals, starting six (6) months after the completion of roadway construction. No interest shall be charged to the Church.

The cost of roadway construction shall be based on actual construction



costs for the road designed by the Church and shall not exceed eighty thousand (\$80,000) dollars. If the County desires to design or construct the road beyond that designed by the Church or otherwise in excess of minimum regulatory requirements, it may do so provided such design or construction is at its sole cost and expense. The Road Extension shall provide the Church and County with access to State Road 100.

- C. Erect erosion control silt fence on approximately four (4) acres of the Church's land (at the northwest corner), and clear the area to accept approximately twenty- seven thousand five hundred (27,500) cubic yards of useable fill dirt which the County excavates from the treatment pond(s) to be located west of the Church parcel on property owned by the County. The Church may clear and fence additional land as it deems appropriate for it to stockpile and/or spread this fill material.
- D. Pay the County fifty cents (50¢) per cubic yard for the useable fill material, which is approximately one-half (1/2) of the cost of this excavation. To verify the quantity of useable fill, the County shall topographically survey the approximately four (4) acres of Church land before placing any useable fill and shall re-survey after the fill work is completed. The County will invoice and the Church shall promptly pay for the useable fill material.
- E. Extend the existing water line to the southeast corner of its property and extend the sewer line to service its property. The installation of such lines shall be coordinated with and avoid delaying the construction of the Road Extension.

A handwritten signature in black ink, appearing to be 'HJ' or similar, located in the bottom right corner of the page.

**VI. COUNTY AGREES TO:**

- A. Deliver approximately twenty- seven thousand five hundred (27,500) cubic yards of useable fill material near the northwest corner of the Church's property. Such fill shall be free of cohesive clay soils.
- B. Provide the Church with a stormwater drainage and treatment easement which allows the Church to discharge untreated stormwater runoff into the County treatment and conveyance system. The anticipated exchange value for this easement, along with the discounted fill and the construction financing of the Road Extension, is deemed to be equivalent to the land given by the Church to the County for the Right-of-Way to serve the County's new administrative complex and the easement assignment to State Road 100.
- C. Provide sufficient stormwater management capacity in the County's overall stormwater management system for the proposed development of the Church's property, the Road Extension and the County entry road within the Right-of-Way, each covered with up to a maximum of 70% impervious surface area. The system shall be capable of treating the runoff and shall provide peak attenuation for the 25 year-24 hour storm. The Church shall pay no costs for the County's master stormwater design or permitting. The Church shall be responsible and file an application for a general permit with the St. Johns River Water Management District to certify compliance with the County's overall permitted stormwater master plan and identify their maintenance responsibility for facilities on the



Church parcel. The Church shall receive a credit for its permitting costs not to exceed two thousand five hundred (\$2,500.00) dollars that shall be applied against its first payment to the County for the Road Extension costs or applied against the County's invoice for fill, at the Church's option.

- D. Coordinate the stormwater design with the Church's engineer.
- E. Construct a two (2) lane road adjacent to the Church's east property line, at a minimum in accordance with the Church's design plans, and to construct an entry road within the Right-of-Way and to maintain such roadways. In the construction of the roads, the County shall reasonably coordinate its work with the Church so as to facilitate the Church's installation of its utilities to avoid unnecessary road reconstruction and to economize on overall site development costs, provided such coordination does not unreasonably delay the County's work.

#### **VII. MISCELLANEOUS PROVISIONS**

- A. This Agreement states the entire agreement of the parties and shall inure to the benefit of the successors and assigns of the parties.
- B. This Agreement may be modified only by written instrument signed by the parties hereto with the same formalities as with the execution hereof.
- C. This Agreement will be governed by the laws of the State of Florida.
- D. Venue for any action brought under, arising from or relating to this Agreement will be brought in Circuit Court in and for Flagler County, Florida.

A handwritten signature in black ink, appearing to be 'AJA', located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Church and the County have caused these

presents to be executed in their names by their respective authorized representatives  
on the day and year printed below.

**FIRST BAPTIST CHURCH OF  
BUNNELL, FLORIDA, INC.**

By: Henry W. Holdridge

Print Name: Henry Wilbur Holdridge, Jr.

Title: Trustee

Signed in the presence of:

Eileen Knowles  
Witness signature

Eileen Knowles  
Printed name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Printed name

STATE OF FLORIDA )  
COUNTY OF FLAGLER )

The foregoing instrument was acknowledged before me this 10 day of  
May, 2005, by Henry Wilbur Holdridge, Jr. Trustee of  
(name of officer or agent) (title)

First Baptist Church of Bunnell, Florida, Inc., a Florida nonprofit corporation, on behalf  
of the corporation. He/she is personally known to me or has produced \_\_\_\_\_  
as identification.

(type of identification)

Antria A. Barham  
Notary Signature

Antria A. Barham  
Print Name:

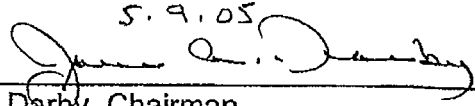


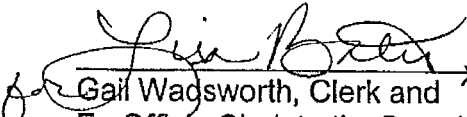
ANTRIA A. BARHAM  
Notary Public, State Of Florida  
My Commission Expires 7/17/07  
Commission No. #DD227842

*ASJ*

BOARD OF COUNTY COMMISSIONERS  
OF FLAGLER COUNTY, FLORIDA

ATTEST:

5.9.05  
  
James A. Darby, Chairman

  
Gail Wadsworth, Clerk and  
Ex-Officio Clerk to the Board

This 9TH day of MAY, 2005.

APPROVED AS TO FORM:


  
Carl E. Kern, County Attorney



EXHIBIT "A"

LEGAL DESCRIPTION

THAT PORTION OF TRACTS 3, 4, 18, 19 AND 20, BLOCK D, BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

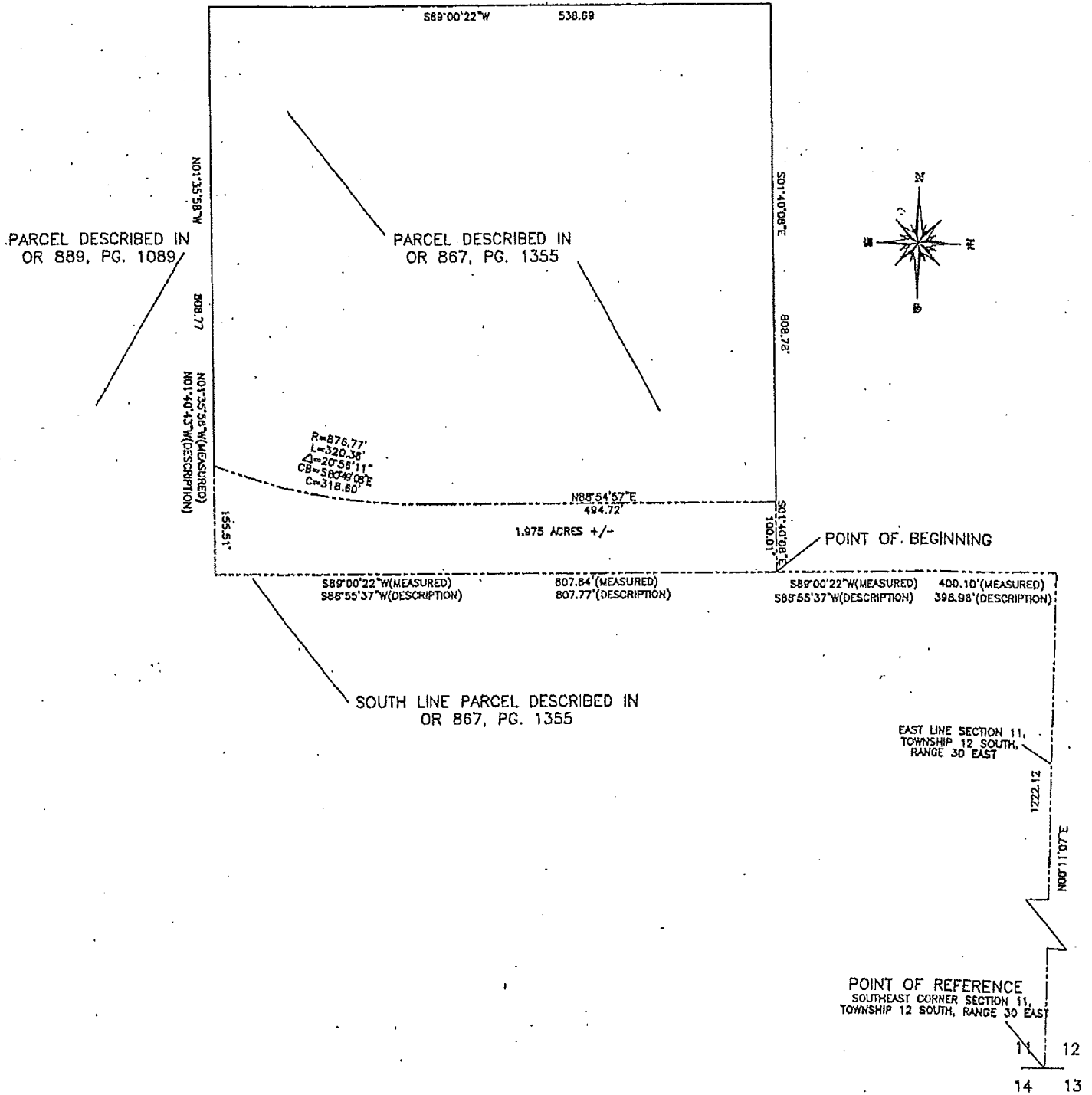
AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE N 00° 11' 07" E, ALONG THE EASTERLY LINE OF SAID SECTION 11, A DISTANCE OF 1222.12 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SECTION 11, S 88° 55' 37" W ( S 89° 00' 22" W, MEASURED), A DISTANCE OF 398.98 FEET (400.10 FEET, MEASURED) TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEASTERLY CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 OF THE FLAGLER COUNTY PUBLIC RECORDS; THENCE CONTINUE S 88° 55' 37" W ( S 89° 00' 22" W, MEASURED), A DISTANCE OF 807.77 FEET (807.84 FEET, MEASURED) ALONG THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 TO A POINT, BEING THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 867, PAGE 1355 AND CONTIGUOUS WITH A PORTION OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 889, PAGE 1089; THENCE N 01° 40' 43" W (N 01° 35' 58" W, MEASURED), A DISTANCE OF 155.51 FEET, SAID LINE BEING COMMON TO THE PARCELS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355 AND OFFICIAL RECORDS BOOK 889, PAGE 1089, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 876.77 FEET, THENCE LEAVING SAID COMMON LINE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 320.38 FEET THROUGH A CENTRAL ANGLE OF 20° 56' 11", A CHORD BEARING OF S 80° 49' 08" E, AND A CHORD DISTANCE OF 318.60 FEET; THENCE N 88° 54' 57" E, A DISTANCE OF 494.72 FEET, TO A POINT ON THE EASTERLY LINE OF THAT AFORESAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355; THENCE S 01° 40' 08" E, ALONG THE EASTERLY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355, A DISTANCE OF 100.01 FEET TO THE POINT OF BEGINNING. CONTAINING 1.975 ACRES MORE OF LESS.

THE ABOVE DESCRIBED PROPERTY AND THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 889, PAGE 1089 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ARE INTENDED TO BE CONTIGUOUS, EACH TO THE OTHER, WITH NO GAPS OR OVERLAPS. "MEASURED" DATA IS FROM BOUNDARY SURVEY PERFORMED BY STEPHENSON SURVEYING, INC., 204 N. RAILROAD STREET, BUNNELL, FL 32110, CERTIFIED BY DAN A. WILCOX, REG. FLA. LAND SURVEYOR AND MAPPER NO. 2238, OFF.NO. 03-1712, FILE NAME: FLAGLER/12-30/1<sup>st</sup> BAPTIST CHURCH, DWG DATE: APRIL 3, 2003, FIELD DATE: MARCH 21, 2003, FOR THE FIRST BAPTIST CHURCH OF BUNNELL, FLORIDA, INC.

*Agg*

# EXHIBIT "A"

SKETCH OF LEGAL DESCRIPTION  
(NOT A BOUNDARY SURVEY)



*Handwritten signature*