

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
GENERAL BUSINESS/ AGENDA ITEM # 8b**

**SUBJECT:** Consideration to Convey Land to Hammock Dunes CDD for Intersection Improvements.

**DATE OF MEETING:** April 15, 2024

**OVERVIEW/SUMMARY:** The Hammock Dunes Community Development District (Dunes CDD) requested the County convey to the Dunes CDD, two strips of land totaling approximately 0.29 acres. The Dunes CDD needs the land to make improvements to the intersection of Hammock Dunes Parkway and Camino Del Mar Parkway at the bottom of the toll bridge on the barrier island. Section 125.38, Florida Statutes, authorizes the County to convey real property to a political subdivision such as the Dunes CDD when the property is not needed for county purposes and is to be utilized by the Dunes CDD for public or community interest and welfare. The two strips are shown in red below.



**STRATEGIC PLAN:**

**Focus Area: Effective Government**

Objective EG 2.1: Create a culture of collaboration with municipalities and community partners.

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**Focus Area: Growth & Infrastructure**

Objective GI 1.2: Expand and improve infrastructure to support commercial/industrial and residential growth.

**FUNDING INFORMATION:** In consideration of the conveyance of real property, the Hammock Dunes CDD will provide the County with \$50,000 in water and sewer system capacity credits.

**DEPARTMENT CONTACT:** Sean S. Moylan, Deputy County Attorney

**RECOMMENDATIONS:** Approve the Purchase and Sale Agreement Conveying Approximately 0.29 acres to the Hammock Dunes CDD and Approve the Authorizing Resolution.

**ATTACHMENTS:**

- 1) Purchase and Sale Agreement
- 2) Resolution Authorizing the Sale

**CONTRACT FOR SALE AND PURCHASE**

BETWEEN

FLAGLER COUNTY, FLORIDA

("SELLER")

AND

DUNES COMMUNITY DEVELOPMENT  
DISTRICT

("BUYER")

## CONTRACT FOR SALE AND PURCHASE

**THIS CONTRACT FOR SALE AND PURCHASE ("Contract")** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between **FLAGLER COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "**Seller**"), and **Dunes Community Development District**, a community development district authorized and created pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "**Buyer**"). Collectively, the Seller and Buyer shall be referred to as the "Parties".

### **WITNESSETH:**

**WHEREAS**, Seller is the record owner of fee simple title to the following real properties (both of which is hereinafter referred to together as the "**Property**" or the "**Subject Property**"): approximately 0.291 acres of vacant real property located near the intersection of Camino Del Mar Parkway and Hammock Dunes Parkway in unincorporated Flagler County, being portions of the parcels of Property identified as Flagler County Parcel ID Numbers 04-11-31-2984-00000-00D0 and 04-11-31-2984-000E1-0100, as depicted in **Exhibit "A"** attached hereto and incorporated herein by this reference. The final number of acres comprising the Property shall be determined by Buyer during the Inspection Period, as hereafter defined, and the final survey and legal description of the Property shall be set forth in the Survey to be obtained by Buyer as hereinafter set forth; and

**WHEREAS**, Florida Statutes Section 125.38 states that under certain conditions, the Seller may convey property by private sale, provided that the property is not required for county purposes and is transferred to a political subdivision which promotes community interest and welfare; and

**WHEREAS**, the Property is not required for county purposes, and the Buyer is a political subdivision and desires the Property for right of way improvements that will foster community interest and welfare; and

**WHEREAS**, Seller desires to sell and convey the Property to Buyer, and Buyer desires to purchase the Property, subject to the terms and conditions herein in accordance with Section 125.38, Florida Statutes.

**NOW, THEREFORE**, for and in consideration of the premises hereof, the sums of money paid and to be paid hereunder, and for other good and valuable consideration, the parties hereto do covenant, stipulate and agree as follows, to wit:

1. Recitals. The above Recitals are adopted as the findings of the Buyer and Seller.

2. Agreement to Sell and Purchase. Seller hereby agrees to sell and convey the Property to Buyer and Buyer hereby agrees to purchase and accept the Property from Seller upon the terms and subject to the conditions set forth in this Contract. The Subject Property is being sold to Buyer "**AS-IS**". Buyer acknowledges that the purchase of the Property is "**AS IS**" in the state and condition existing at the time of the Effective Date, as defined below, without any warranty, express or implied, of merchantability or fitness for a particular purpose except as expressly set forth in this Contract. In purchasing the Property, Buyer is relying solely upon its own inspection and investigation and not upon any representation, warranty, statement, study, report,

description, guideline or other information or materials made or furnished by Seller or any of its officers, employees, consultants, agents or representatives, whether written or oral, express or implied, of any nature whatsoever unless set forth expressly in this Contract.

3. Effective Date. The date of this Contract for purposes of measuring performance hereunder, shall be regarded as the date when this Contract is fully executed by the Buyer and Seller as determined by the date beside the signatures on the signature page ("**Effective Date**").

4. Purchase Price. The purchase price for the Property (the "**Purchase Price**") shall be water and sewer System Capacity Credits in the amount of fifty thousand AND 00/100 DOLLARS (\$50,000.00) based on the Property including 0.291 acres.

The Purchase Price shall be paid as follows: The Purchase Price, subject to credits, adjustments and prorations as provided in this Contract, shall be paid to Seller by Buyer at the time of Closing hereunder by the allocation of water and sewer System Capacity Credits to Seller's non-residential system capacity account.

5. Seller's Disclosure Materials. Within thirty (30) days of the Effective Date, Seller shall make available to Buyer true and correct copies of the following information and materials (collectively, the "**Seller's Disclosure Materials**") without any representations or warranties as to the information contained therein and to the extent within Seller's possession or control as a good faith effort. It is noted that these parcels were part of two larger tracts. Although no known impediments are known to the Seller, the disclosure of every document on the Property in the public record would be voluminous, likely unrelated and beyond any normal seller's disclosure of materials for completeness. The Buyer is encouraged to employ an individual to look through County records on site to reach a level of satisfaction with the Seller's disclosure of materials. Seller and Buyer will use their best efforts at accumulating the Seller's Disclosure Materials and Seller makes no warranty to Buyer beyond best efforts for the items listed hereafter.

Any survey of any of the Property;

Any existing, proposed, or draft site plans, plats and development/improvement plans for any of the Property (including, without limitation, with respect to any master development plans and offsite development plans related to any of the Property);

Any existing environmental reports for any of the Property;

All permits, zoning stipulations, agreements, and requirements, and concurrency agreements and certificates that affect or that are proposed to affect any of the Property;

All transportation studies, analyses, reports or assessments for any of the Property;

All archaeological, biological (including, without limitation, threatened / endangered species), soil, geological, grading, drainage, and hydrology reports, surveys, or assessments and any other engineering reports for any of the Property; and

Any other third-party reports, contracts, and agreements of any kind in Seller's possession or control pertaining to any of the Property, including any such materials as Seller may later acquire at any time prior to the Closing.

If Buyer shall fail to close under the terms of this Contract, Buyer shall return all copies of Seller's Disclosure Materials to Seller upon or prior to termination of this Contract.

6. Evidence of Title. Within thirty (30) days of the Effective Date, Buyer shall obtain, at Buyer's cost and expense, a 2023 Commitment for Title Insurance for an owner's title insurance policy in the amount of the Purchase Price (hereinafter referred to as the "**Commitment**") written on Fidelity National Title Insurance Company or such other title insurance company reasonably acceptable to Buyer (the "**Title Company**") evidencing that Seller is vested with fee simple marketable title to the Property. Legible copies of all title exceptions set forth on the Commitment shall be attached to it, including, but not limited to, Seller's vesting deeds and any applicable plat of the Property. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Contract and the satisfaction of all requirements specified in Schedule B, Section I of the Commitment, Buyer shall acquire fee simple marketable title to the Property, subject only to exceptions stated in this Contract. If Buyer or its attorneys shall determine the Commitment does not meet the requirements specified above, or that the title to the Property is unacceptable, then Buyer shall notify Seller of that fact in writing within ninety (90) days after Buyer's receipt of the Commitment, (the "**Title Review Period**"). Such written notice shall specify those liens, encumbrances, exceptions or qualifications to title which are not contemplated by this Contract to be discharged by Seller at or before Closing, any such liens, encumbrances, exceptions or qualifications being hereinafter referred to as "**Title Defects.**" If Buyer does not make objection to any matters reflected in the Commitment within the Title Review Period, then Buyer will be deemed to have waived any objections with respect to such matters.

Seller shall have thirty (30) days following its receipt of written notice of the existence of Title Defects ("**Cure Period**") in which to undertake a good faith diligent and continuous effort and, in fact, cure or eliminate the Title Defects to the satisfaction of the Buyer and the Title Company in such manner as to permit the Title Company to either endorse the Commitment so as to delete the Title Defects therefrom or issue a new Commitment which otherwise meets the requirements of this Section. Seller shall have no obligation to undertake any litigation to cure Title Defects. If Seller shall in fact cure or eliminate the Title Defects, the Closing shall take place on the date specified in this Contract, or if such date has passed then within twenty (20) days after the end of the Cure Period.

If Seller is unable to cure or eliminate the Title Defects within the time allowed, Seller shall immediately notify Buyer in writing of such fact and Buyer may elect to terminate this Contract within ten (10) days following the receipt of such notice from Seller by giving written notice of termination to Seller, or, alternatively, Buyer may elect to close its purchase of the Property and accept the conveyance of the Property subject to the Title Defects, in which event the Closing shall take place on the date specified in this Contract, or in the event such date has passed, within twenty (20) days after the end of the Cure Period. If, by giving written notice to Seller within the time allowed, Buyer elects to terminate this Contract because of the existence of uncured Title Defects, this Contract and all rights and obligations of the parties hereunder shall terminate and be null and void, except as expressly provided herein to survive termination of this Contract.

7. Survey. Prior to the expiration of the ninety (90) day Title Review Period, Buyer, at

its expense, shall obtain a survey of the Property (the "**Survey**") showing the location of all boundaries, encroachments, overlaps, easements and improvements thereon. The Survey shall be prepared by a land surveyor duly licensed and registered as such in the State of Florida, shall be certified by such surveyor to Buyer, Seller, the title agent and the Title Company, and shall set forth the legal description and acreage of the Property, and shall otherwise be in a form satisfactory to the Title Company to eliminate the standard survey exceptions from the title insurance policy to be issued at Closing, subject, however, to a survey exception to be included in the title insurance policy reflecting matters actually disclosed by the Survey in addition to the other applicable Permitted Exceptions. A copy of the survey shall be provided to Seller within ten (10) Business Days of Buyer's receipt. Prior to the end of the Title Review Period, Buyer shall notify Seller in writing of any matters shown on the Survey which adversely affect the title to the Property, and the same shall thereupon be deemed to be Title Defects hereunder and Seller shall be obligated to undertake the cure thereof within the time and in the manner provided in the Section of this Contract entitled "Evidence of Title." If Buyer does not make objection to any matters reflected in the Survey within the Title Review Period, then Buyer will be deemed to have waived any such objections, and thereupon all such matters reflected in the Survey will be deemed Permitted Exceptions, as defined below.

8. Possession and Risk of Loss. Possession of the Property shall be surrendered by Seller to Buyer at the time of Closing hereunder. Prior to the surrender of possession, Seller shall commit or permit no waste, deterioration or destruction of the Subject Property, normal wear and tear excepted, and shall bear all risk of loss of whatever nature. In the event of loss, Buyer shall have the option of either accepting the Property "**AS IS**" together with all proceeds of insurance, if any, payable as a result of such loss, or terminating this Contract, and, upon the disbursement thereof to Buyer, this Contract and all rights and obligations of the parties hereunder shall terminate and be null and void, except as expressly provided herein to survive termination of this Contract.

9. Condemnation of the Property. In the event that prior to the Closing all or any portion of the Property is condemned, threatened to be condemned or condemnation proceedings have been instituted by or on behalf of any public or quasi-public entity or for any public or quasi-public use or purpose, then Buyer shall have the option to: (i) terminate this Contract, or (ii) proceed with the Closing and receive a credit against the Purchase Price of any award received or to be received.

10. Representations and Warranties of Seller. Seller represents to Buyer and hereby warrants the following:

Seller is political subdivision of the State of Florida. Seller has all necessary authority to enter into this Contract and to consummate the transactions contemplated herein, without the consent and joinder of any other party.

Seller is the owner of fee simple title to the Property, subject only to the Permitted Exceptions, and has lawful right, title and interest therein sufficient to convey the Property to Buyer in accordance with the terms of this Contract without the joinder or consent of any other party.

The execution of this Contract and the performance of its terms will not constitute or result in a violation or breach by Seller of any agreement, judgment, order, writ, injunction or decree issued

against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

Seller has not received written notice of any pending action, suit, proceeding or investigation that would prevent the transactions contemplated by this Contract, or that would become a cloud on the title to the Property or any portion thereof, or that questions the validity or enforceability of the transactions contemplated by this Contract or any action taken pursuant hereto.

Seller has received no written notice that there is now pending any condemnation, requisition, or similar proceeding affecting the Property, and Seller has received no written notice of any assessments for public improvements which have been made against or which affect the Property, or of any public improvements which have been planned or ordered to be made and which have not heretofore been completed, assessed and paid.

All work performed or in progress at the Property or any portion thereof has been fully paid for and there is no work which though not presently the subject of a lien might give rise to construction liens against Seller's interest in the Property or any portion thereof or any improvements hereafter erected thereon.

Seller has received no written notice from any governmental official nor governmental agency that any portion of the Property or its present use violates any applicable zoning or building law, rule or regulation.

Seller has not used the Property as a disposal or discharge site for toxic or other dangerous waste materials, and to Seller's actual knowledge without independent investigation, there has been no other discharge or release of, and there is not present, any toxic or other dangerous waste materials on the Property.

Other than as disclosed in the Commitment, Seller has no knowledge of any liens, encumbrances or security interests affecting the Property.

From and after the Effective Date, Seller shall not cause any matter to be recorded in the public records against the title to the Property with the exception of such matters as shall be satisfied or released by Seller at Closing.

Seller agrees to notify Buyer promptly of any facts that would cause the representations and warranties of Seller in this Contract to be incorrect in any material respect.

11. Representations of Buyer. Buyer represents the following to be true and accurate as of the Effective Date, as well as on the Closing Date:

Buyer is a community development district authorized and created pursuant to Chapter 190, Florida Statutes. Buyer has full power and authority to execute and deliver this Contract and to consummate the transaction contemplated herein.

To the best knowledge of Buyer, there is no litigation, investigation or proceeding pending, nor, to the knowledge of Buyer, contemplated or threatened, against Buyer, which would impair Buyer or adversely affect Buyer's ability to perform its obligations under this Contract.



Buyer agrees to promptly notify Seller if any of its representations and warranties become incorrect in any material respect.

12. Inspection Period; Right of Entry; Extension; Confidentiality.

Buyer, its agents and consultants shall have a period commencing on the Effective Date and expiring at 5:00 p.m. on the date that is three hundred sixty-five (365) days after the Effective Date (the "**Inspection Period**") in which to undertake, at Buyer's sole cost and expense, such physical inspections, tests, surveys, analyses and other investigations and studies of and concerning the Property, including, without limitation, surveys, soil borings, percolation, access, engineering studies, zoning and development standards, and other tests, feasibility studies and economic analyses as Buyer considers necessary for Buyer and its consultants to review and evaluate the physical characteristics and development potential of the Property, and to perform certain work or inspections in connection with such evaluations ("**Buyer's Studies**").

Seller hereby grants to Buyer and its consultants and agents or assigns the right of entry upon the Property at reasonable times during the Inspection Period. Buyer, as a condition precedent to its exercise of such right of entry, specifically agrees to defend, indemnify and save and hold Seller harmless from and against any loss, damage, liability, suit, claim, cost or expense (including reasonable attorneys' fees) arising from the exercise by Buyer or its planners, engineers, surveyors, architects or other agents or consultants of such right of entry and inspection. Seller does not warrant the accuracy, completeness or correctness of any items provided to Buyer in connection with Buyer's Studies or Seller's Disclosure Materials. The foregoing indemnity is supported by consideration and expressly shall survive termination or expiration of this Contract.

Determination of the Property's suitability shall include, but not be limited to Buyer's consideration of availability of permits, licenses, variances and other governmental approvals, including land use and zoning approvals, necessary for Buyer's Intended Use as defined herein. In this regard, during the Inspection Period, and any extension thereof as defined below, Buyer shall have the right, at its sole cost and expense, to apply to the County and/or any other applicable public or governmental agency for (i) a rezoning and a future land use amendment (comprehensive plan amendment) of the Property ("**Rezoning and Land Use Amendment**") in order to allow development of the Property in accordance with Buyer's intended use of the Property as an expansion of and improvement to the four-way intersection at Camino Del Mar Parkway and Hammock Dunes Parkway ("**Buyer's Intended Use**"), and (ii) any other required permits or approvals in order to facilitate Buyer's Intended Use and development of the Property, including any site development plan approval, (hereinafter (i) and (ii) above are collectively referred to as the "**Applications**"). Seller hereby agrees to support and cooperate in all Applications and processes by, among other things, but not intending to be a limitation, signing and/or joining in any necessary Applications or other documents. In consideration for Seller's support and cooperation in the Application process, Buyer shall provide to Seller copies of correspondence from any non-County governmental or quasi-governmental agencies, and/or third parties to which an Application or request for consent or approval was submitted, and shall keep Seller informed of Buyer's progress with the Applications and/or any other third party submittals.

During the Inspection Period, and any extension thereof, Buyer shall also have the right, at its sole cost and expense and with the acknowledgement and understanding that Seller does not have any responsibility or obligation for any costs and expenses arising therefrom, to seek any other

approvals and consents from any third parties that may be necessary for Buyer's development and use of the Property for Buyer's Intended Use.

Seller has agreed to allow Buyer to submit the Application to the County, and/or other applicable and required public or governmental agencies, prior to the Closing; provided, however, Buyer agrees that it shall also be obligated to the following conditions precedent to Buyer filing any Application or Applications to the County and/or any other applicable public or governmental agency:

a. Buyer shall be solely responsible for all fees and costs associated with any Application to the County and/or any other applicable public or governmental agency, including but not limited to any and all fees and costs related to bonds, letters of credit or other surety documents which may be required in order to obtain the approvals requested in the Applications as well as any regulatory requirements such as wetland mitigation. This obligation shall specifically survive the Closing or earlier termination of this Contract.

b. The Applications shall seek approval for the development of the Property for Buyer's Intended Use without any contribution or obligation from Seller under any zoning, land use and development documents governing the development of the Property, including but not limited to the Rezoning and Land Use Amendment.

c. In the event that Buyer obtains the Rezoning and Land Use Amendment in order to facilitate Buyer's Intended Use and development of the Property, and all applicable appeal periods as to the same have expired, regardless of whether the Inspection Period remains pending, Buyer shall be obligated to consummate the Closing of the Property in accordance with this Contract.

Buyer agrees that it shall not cause any physical damage to the Property occasioned as a result of any soil borings or similar physical tests or examinations, and shall repair any incidental damage to the Property to the original condition thereof promptly upon the completion of any such test or examination, normal wear and tear excepted. In addition, no trees shall be removed from the Property or development activity occur on the Property prior to Closing. The foregoing obligation of Buyer expressly shall survive termination or expiration of this Contract.

Prior to the final, non-appealable, governmental and/or regulatory approval of any land use and/or zoning changes, if for any reason Buyer determines, in Buyer's sole opinion and absolute discretion, that Buyer does not wish to purchase the Property, and Buyer so notifies Seller in writing of that fact on or before the expiration of the Inspection Period, or any extension thereof, then this Contract shall be terminated and all rights and obligations of the parties hereunder shall terminate and be null and void, except as expressly provided herein to survive termination of this Contract. In the event of termination, Buyer agrees to provide Seller with copies of any and all third party reports pertaining to the Property received by Buyer. Buyer does not warrant the accuracy, completeness or correctness of any copies of third party reports pertaining to the Property received by Buyer. If Buyer does not give such notice prior to expiration of the Inspection Period, Buyer shall be deemed to have elected to proceed with the acquisition of the Property.

In the event Buyer requires an extension to the Inspection Period, then Buyer shall, prior to the expiration of the Inspection Period, notify Seller in writing that Buyer desires up to an additional ninety (90) days from the expiration date of the Inspection Period.

13. Conveyance of the Property. At the time of Closing hereunder, Seller shall convey in fee simple interest and estate in and title to the Property by county deed in accordance with Florida Statute section 125.411 to Buyer (the "Deed"). The Conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever; save and except for the following exceptions (herein referred to as "Permitted Exceptions"):

- i. Local zoning ordinances and regulations.
- ii. Those encumbrances, exceptions and qualifications and title defects set forth in the Commitment which are acceptable to Buyer.

14. Conditions Precedent to Closing. In addition to other conditions expressly set forth herein, the obligation of Buyer to close the sale and purchase transaction contemplated in this Contract shall be and hereby is expressly conditioned upon the prior occurrence, satisfaction or fulfillment of the following:

That at the time of Closing all representations and warranties of the Seller made in this Contract shall be true and correct in all material respects and there shall have been no material breach or breaches of the same by Seller.

That at the time of Closing all obligations of Seller provided in this Contract shall have been fully satisfied or shall have occurred or shall have been waived by Buyer in writing or as otherwise provided in this Contract.

That at the time of Closing there are no known pending or threatened condemnation or eminent domain proceedings against or in any way affecting the Property.

That Buyer shall have completed Buyer's Studies and is satisfied with the condition of the Property, subject to and in accordance with Section 12 above.

That Buyer shall have received the approval of this Contract by Buyer's Board of Directors during the Inspection Period.

If one or more of the foregoing conditions precedent to Buyer's obligation to close this Contract shall not have occurred or been satisfied, or expressly waived by Buyer, then Buyer shall be entitled to terminate this Contract at any time thereafter prior to the Closing Date by giving written notice thereof to Seller. Upon such termination this Contract shall become null and void, and thereupon the parties shall have no further obligations hereunder, except as expressly provided herein to survive termination of this Contract.

15. Time and Place of Closing. Subject to the curative period set forth in the Section of this Contract entitled "Evidence of Title," and the expiration of the Inspection Period, the Purchase Price shall be paid to Closing Agent, the Deed and other Closing documents (including an appropriate and customary affidavit of Seller as assurance against the existence of or outstanding rights which could form the basis for mechanic's liens, unrecorded easements or claims of parties in possession, in form reasonably acceptable to Seller and its legal counsel) shall be executed, delivered and this Contract shall be closed (the "**Closing**") on or before December 18, 2024 (the "**Closing Date**"), or such earlier or later date as may be mutually agreed upon by Seller and Buyer. The Closing Agent,

as hereafter defined, shall prepare all Closing documents, subject to review and approval by Seller and Buyer. The Closing shall take place on the Closing Date at 9:00 a.m. in the offices of Flagler County Attorney's Office, 1769 E. Moody Blvd., Suite 303, Bunnell, Florida 32110, telephone (386) 313-4005, (the "**Closing Agent**"), or at such other time and place as shall be mutually agreed upon between Buyer and Seller. Either party shall have the right to request a "mail away" closing.

Notwithstanding the foregoing, or anything in this Contract to the contrary, Buyer shall have the right to waive all conditions precedent to Closing and close this transaction prior to the Closing Date on the date that is thirty (30) days from Buyer's delivery of written notice to Seller and Closing Agent of its intent to do so.

16. Closing Costs. Buyer shall pay for the cost of (i) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, (ii) the issuance of the Commitment, the owner's title insurance policy and the owner's title insurance policy premium, (iii) all recording fees with respect to those of the Closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by Seller), (iv) the Survey, (v) the costs of its due diligence, and (vi) all costs associated with Buyer obtaining all of Buyer's required governmental approvals, fees and impact fees for the Property. Each of the respective parties shall bear its own attorneys' fees and costs. Closing costs, to the extent accrued, shall be payable at Closing or upon earlier termination or this Contract.

17. Prorations. There are no taxes due to the nature of Seller's ownership, nor assessments levied.

18. Default. If Buyer fails to perform any of the covenants and agreements set forth in this Contract on its part to be performed within the time or times specified herein, and within thirty (30) days of receiving written notice from Seller specifying the nature of any such failure, this Contract shall terminate and become null and void, and thereupon the parties shall have no further obligations hereunder, except as expressly provided herein to survive termination of this Contract. Seller waives all other remedies it may have at law or in equity.

If Seller fails to perform any of the covenants and agreements set forth in this Contract on its part to be performed within thirty (30) days of receiving written notice from Buyer specifying the nature of any such failure, in any case other than the failure of Seller to render its title marketable after diligent effort, Buyer, at its option, may proceed in equity to enforce its rights under this Contract against Seller by specific performance which right is hereby specifically granted by Seller to Buyer notwithstanding that Seller does not and shall not have the reciprocal right to demand or enforce specific performance by Buyer except as to payment of the Purchase Price at Closing. Buyer waives all other remedies it may have at law or in equity.

The foregoing remedies are in addition to any rights afforded either of the parties pursuant to any indemnity provided under this Contract, which indemnity rights and obligations will survive Closing or earlier termination of this Contract.

19. Assignability. This Contract shall not be assignable or transferrable by Buyer to any person or entity under any circumstances, except to a related or affiliated entity of Buyer, without the prior express written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

20. Litigation and Attorneys' Fees. Venue for any action under this Contract shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. If it shall be necessary for either party to this Contract to bring suit to enforce any provisions hereof or for damages on account of any breach of this Contract, the substantially prevailing party on any issue in any such litigation, any appeals therefrom or in bankruptcy, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.

21. Time of Essence. Time is of the essence of this Contract and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding Business Day. For purposes of the foregoing, "**Business Day**" will mean any day, other than a Saturday, Sunday or legal holiday or County Office closure for a declared emergency for Flagler County.

22. Counterparts. This Contract may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed to be an original.

23. Captions and Section Headings. Captions and section headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Contract nor the intent of any provision hereof.

24. Notices. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be (i) hand delivered, (ii) mailed by certified United States Mail, postage prepaid, return receipt requested, (iii) delivered by overnight courier service, or (iv) electronic transmission in "pdf" form sent to the intended addressee at the address set forth below, or at such other address as may hereafter be designated in writing by any such party:

**TO SELLER:**

Flagler County, Florida  
Attn: County Administrator  
1769 East Moody Blvd., Building #2, Suite 301  
Bunnell, FL 32110  
Telephone: 386-313-4001  
E-mail: hpetito@flaglercounty.gov

**With a copy to:**

Flagler County, Florida  
Attn: County Attorney  
1769 E. Moody Blvd., Building #2, Suite 303  
Bunnell, Florida 32110  
Telephone: 386-313-4005

E-mail: smoylan@flaglercounty.gov

**TO BUYER:**

Dunes Community Development District  
5000 Palm Coast Parkway SE  
Palm Coast, Florida 32137  
Attention: George DeGovanni, Chairman  
Telephone: 386-445-9045  
E-mail: gdegovanni@dunescdd.org

**With a copy to:**

Chiumento Law  
145 City Place, Suite 301  
Palm Coast, Florida 32164  
Attention: Michael D. Chiumento III, Esq.  
Telephone: 386-445-8900  
E-mail: [Michael3@LegalTeamForLife.com](mailto:Michael3@LegalTeamForLife.com)

Any notice or other communication given by either party to the other shall be deemed to have been sufficiently given for all purposes on that Business Day in which personal delivery is made, upon actual delivery by certified United States Mail or overnight courier, or in the case of electronic transmission, as of the date of the electronic transmission. If any party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner specified above.

25. Governing Law and Binding Effect. The interpretation and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Florida (except for its conflict of law provisions) and shall bind, and the benefits and advantages shall inure to and be enforceable by Buyer and Seller, as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

26. Survival of Obligations. Except as expressed in Section 18, the terms and conditions of this Contract shall not survive the Closing or earlier termination hereof.

27. Integrated Contract, Waiver and Modification. This Contract represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Contract and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Contract may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by both parties, or if such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

28. Further Assurances. In addition to the obligations required to be performed hereunder by

Seller, Seller agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, affidavits, documents and other materials, as Buyer may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Buyer.

29. Severability. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law so long as removing or disregarding such invalid or unenforceable provisions does not materially alter the overall intent of this Contract.

30. Brokerage. Seller hereby acknowledges, represents and warrants that no broker or finder has been employed by Seller in connection with the sale and purchase transaction contemplated in this Contract. Buyer hereby acknowledges, represents and warrants that any brokerage or finder services employed by Buyer in connection with the sale and purchase transaction contemplated in this Contract shall be the sole responsibility of the Buyer and be independent of this Contract. Seller and Buyer each agrees to indemnify, defend, save and hold the other harmless from and against the payment of any commissions or fees or claims for commissions or fees by virtue of any acts or actions undertaken by them, respectively; it being expressly agreed that the foregoing agreement of indemnification shall expressly survive any Closing under this Contract or earlier termination of this Contract.

31. Waiver Of Trial By Jury. Buyer and Seller each agree that the nature of this Contract makes a jury determination of any dispute arising out of this Contract or the Property undesirable. Accordingly, Buyer and Seller each specifically waive any right to a trial by jury that either of them may have in any court with respect to any action relating to this Contract or the Property. The foregoing waiver is made knowingly, voluntarily and intentionally by both Buyer and Seller.

[Signature pages to follow.]

**“SELLER”**

**FLAGLER COUNTY, FLORIDA**, a political subdivision of the State of Florida

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

Name: Andrew S. Dance, Chair

Executed on: \_\_\_\_\_, 2024

**ATTEST:**

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit Court  
and Comptroller

**APPROVED AS TO FORM:**

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2024.04.03 15:41:49 -04'00'

\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

[Signature page to follow.]



**“BUYER”**

**DUNES COMMUNITY DEVELOPMENT DISTRICT,**  
a Florida Community Development District

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

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

Title: \_\_\_\_\_

Executed on: \_\_\_\_\_, 20\_\_

[Exhibit A to follow.]

**EXHIBIT "A"**  
**(The "Property")**

A portion of Property Appraiser's Parcel Identification No.: 04-11-31-2984-00000-00D0:

A portion of Property lying in government section 4, township 11 south, range 31 east, Flagler County, Florida being more particularly described as follows:

Commence at the southwest corner of ocean ridge as shown on the subdivision plat of ocean ridge as recorded in map book 30, pages 91-95 of the public records of Flagler County, Florida; Thence run north 66°57'41" West, a distance of 5.00 feet to a point on the west right of way line of hammock dunes parkway; Thence run southwesterly along said right of way line and arc of a non-tangent curve concave to the northwest having a radius of 1372.39 feet, a chord bearing of south 25°32'51" west and a central angle of 07°18'20", for 174.87 feet to the point of beginning; Thence southwesterly along said right of way line the following two courses; thence southwesterly along the arc of a curve concave to the northwest having a radius of 1372.39 feet, a chord bearing south 34°10'37" west and a central angle of 09°58'14", for a distance of 238.52 feet; thence run north 50°50'38" west along a line radial to the last described curve, for a distance of 40.00 feet; thence departing said right of way line northeasterly along the arc of a non-tangent curve concave to the southeast, having a radius of 1332.39 feet, a chord bearing of north 34°09'06" east and a central angle of 10°01'16", for a distance of 233.04 feet to a point on the southwesterly right of way line of Camino Del Mar Parkway; thence run along said right of way south 59°07'31" east, a distance of 39.98 feet to a point on the aforementioned west right of way line also being the point of beginning.

Encompassing 9,444 square feet or 0.217 acres more or less.

A portion of Property Appraiser's Parcel Identification No.: 04-11-31-2984-000E1-0100:

A portion of Property lying in government section 4, township 11 south, range 31 east, Flagler County, Florida being more particularly described as follows:

Begin at the southwest corner of ocean ridge as shown on the subdivision plat of ocean ridge as recorded in map book 30, pages 91-95 of the public records Flagler County, Florida; Thence run north 66°57'41" west, a distance of 5.00 feet to the intersection of the west right of way line of hammock dunes parkway and the northeasterly right of way line of Camino Del Mar Parkway; thence run said northeasterly right of way line north 59°07'31" west, a distance of 183.00 feet; thence departing said right of way line run north 70°11'14" east, a distance of 52.88 feet; thence run south 20°22'24" east, a distance of 58.44 feet; thence run south 69°18'48" east, a distance of 106.81 feet to a point on the aforementioned west right of way line; thence run along said right of way line 22.85 feet southwesterly along the arc of a non-tangent curve concave to the southwest, having a radius of 1377.39 feet, a chord bearing of south 21°25'47" east and a central angle of 00°57'02", for a distance of 22.85 feet to the point of beginning.

Encompassing 3,209 square feet or 0.074 acres more or less.

See Concept Boundary on next page.

# Sketch and Description:

THIS IS NOT A SURVEY

## Legal Description:

A PORTION OF LAND LYING IN GOVERNMENT SECTION 4, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF OCEAN RIDGE AS SHOWN ON THE SUBDIVISION PLAT OF OCEAN RIDGE AS RECORDED IN MAP BOOK 30, PAGES 91-95 OF THE PUBLIC RECORDS FLAGLER COUNTY, FLORIDA; THENCE RUN NORTH 66°57'41" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HAMMOCK DUNES PARKWAY; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1372.39 FEET, A CHORD BEARING OF SOUTH 25°32'51" WEST AND A CENTRAL ANGLE OF 07°18'20", FOR 174.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1372.39 FEET, A CHORD BEARING SOUTH 34°10'37" WEST AND A CENTRAL ANGLE OF 09°58'14", FOR A DISTANCE OF 238.52 FEET; THENCE RUN NORTH 50°50'38" WEST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, FOR A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1332.39 FEET, A CHORD BEARING OF NORTH 34°09'06" EAST AND A CENTRAL ANGLE OF 10°01'16", FOR A DISTANCE OF 233.04 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF CAMINO DEL MAR PARKWAY; THENCE RUN ALONG SAID RIGHT-OF-WAY SOUTH 59°07'31" EAST, A DISTANCE OF 39.98 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE ALSO BEING THE POINT OF BEGINNING.

ENCOMPASSING 9,444 SQUARE FEET OR 0.217 ACRES MORE OR LESS.

## Abbreviation Legend:

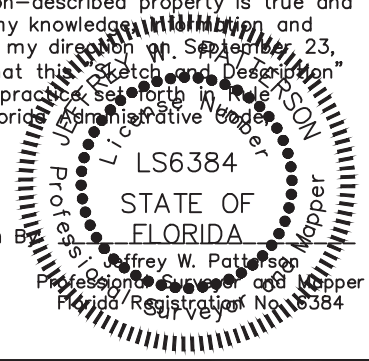
(A) - ACTUAL	Δ - DELTA	GOVT - GOVERNMENT	PC - POINT OF CURVATURE	R31E - RANGE 31 EAST
APPROX - APPROXIMATE	(D) - DEED	IP - IRON PIPE	PCC - POINT OF COMPOUND CURVATURE	R - RADIUS
AVG - AVERAGE	(DE) - DEED EXCEPTION	IR - IRON ROD	PCP - PERMANENT CONTROL POINT	RAD - RADIAL
(BB) - BEARING BASIS	DEPT - DEPARTMENT	IR&C - IRON REBAR & CAP	PG - PAGE	REC - RECOVERED
BLDG - BUILDING	D/U - DRAINAGE AND UTILITY EASEMENT	L - ARC LENGTH	PGS - PAGES	REV - REVISION
BM - BENCH MARK	ELEV - ELEVATION	LB# - LICENSED BUSINESS NUMBER	PI - POINT OF INTERSECTION	RP - RADIUS POINT
(C) - CALCULATED	EOP - EDGE OF PAVEMENT	(M) - MEASURED	POB - POINT OF BEGINNING	R/W - RIGHT-OF-WAY
C - CHORD	ESMT - EASEMENT	N & D - NAIL AND DISK	POC - POINT OF COMMENCEMENT	SEC 8 - SECTION 8
CB - CHORD BEARING	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	NR - NON-RADIAL	POL - POINT ON LINE	SQ - SQUARE
CCR # - CERTIFIED CORNER RECORD NUMBER	FF - FINISH FLOOR	NSI - NO SURVEYOR IDENTIFICATION	PRC - POINT OF REVERSE CURVATURE	SQ FT - SQUARE FEET
C/L - CENTERLINE	FND - FOUND	OR - OFFICIAL RECORDS	PRM - PERMANENT REFERENCE MONUMENT	TB - TANGENT BEARING
CM - CONCRETE MONUMENT	FP&L - FLORIDA POWER AND LIGHT	ORB - OFFICIAL RECORDS BOOK	PT - POINT OF TANGENCY	T12S - TOWNSHIP 12 SOUTH
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COR - CORNER		FS - FLORIDA STATUTE		UE - UTILITY EASEMENT
				W/ - WITH

## Surveyor's Notes:

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- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

## Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on September 23, 2022. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code pursuant to FS 472.027.



For the Firm By

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFFREY W. PATTERSON, PSM, 6384 ON SEPTEMBER 23, 2022 PER 5J17-062(2)

TITLE BLOCK ABBREVIATIONS	
Eng. = ENGINEERING	L.B. = LICENSED BUSINESS
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**NOT VALID WITHOUT SHEETS 1 THRU 2 OF 2.**

Date: 9/23/2022	Job No. D6914
Drawn by: B.J.B.	File: D6914_SK&D1
Scale: N/A	

Prepared By:  
**CPH, Inc.**  
Licenses:  
Eng. C.O.A. No. 3215  
Survey L.B. No. 7143  
Arch. Lic. No. AA2600926  
Lndscp. Lic. No. LC0000298

**Dunes Community Development District**  
SECTION 4-TOWNSHIP 11 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

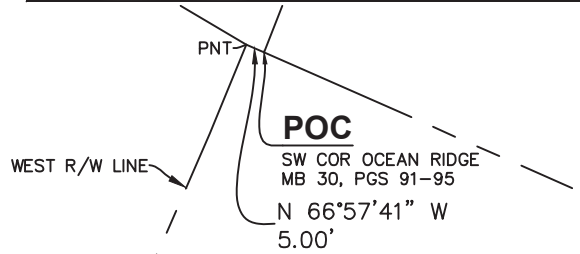
Sheet  
**1**  
1 of 2  
© 2022

**Sketch and Description:**

THIS IS NOT A SURVEY



**CAMINO DEL MAR PARKWAY**  
(RIGHT-OF-WAY WIDTH VARIES)



$\Delta = 7^{\circ}18'20''$   
 $R = 1372.39'$   
 $C = 174.87'$   
 $L = 174.99'$   
 $CB = S 25^{\circ}32'51'' W$

SOUTHWESTERLY  
R/W LINE  
(BASIS OF BEARING)  
S 59°07'31" E  
39.98'

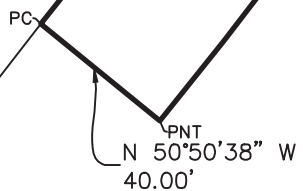
PARCEL ID #04-11-31-2984-00000-00D0  
 OWNER: COUNTY OF FLAGLER  
 BOARD OF COMMISSIONERS  
 ADDRESS: PALM COAST 32137

ENCOMPASSING  
9,444± SQ FT  
0.217 ACRE

$\Delta = 10^{\circ}01'16''$   
 $R = 1332.39'$   
 $C = 232.74'$   
 $L = 233.04'$   
 $CB = N 34^{\circ}09'06'' E$

**HAMMOCK DUNES PARKWAY**  
(RIGHT-OF-WAY WIDTH VARIES)

$\Delta = 9^{\circ}58'14''$   
 $R = 1372.39'$   
 $C = 238.52'$   
 $L = 238.82'$   
 $CB = S 34^{\circ}10'37'' W$



**Graphic Scale in Feet**

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Drawn by: B.J.B.	Date: 9/23/2022	Job No. D6914
	Scale: 1"=50'	File: D6914_SK&D1

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 Licenses:  
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**Dunes Community Development District**  
 SECTION 4-TOWNSHIP 11 SOUTH-RANGE 31 EAST  
 FLAGLER COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet  
**2**  
 2 of 2  
 © 2022

## Sketch and Description:

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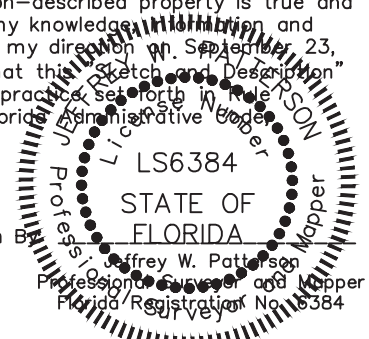
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				W/ - WITH

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### Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information, and belief as prepared under my direction on September 23, 2022. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code pursuant to FS 472.027.



For the Firm By

THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH THE FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3) AND THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFFREY W. PATTERSON, PSM, 6384 ON SEPTEMBER 16, 2022 PER 5J17-062(2)

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Date: 9/23/2022	Job No. D6914
Drawn by: B.J.B.	File: D6914_SK&D2
Scale: N/A	

**www.cphcorp.com**

520 Palm Coast Pkwy SW - Palm Coast, FL 32137 - Ph: 386.445.6969

**Prepared By:**  
**CPH, Inc.**

Licenses:  
Eng. C.O.A. No. 3215  
Survey L.B. No. 7143  
Arch. Lic. No. AA2600926  
Lndscp. Lic. No. LC0000298

**Dunes Community Development District**

SECTION 4-TOWNSHIP 11 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

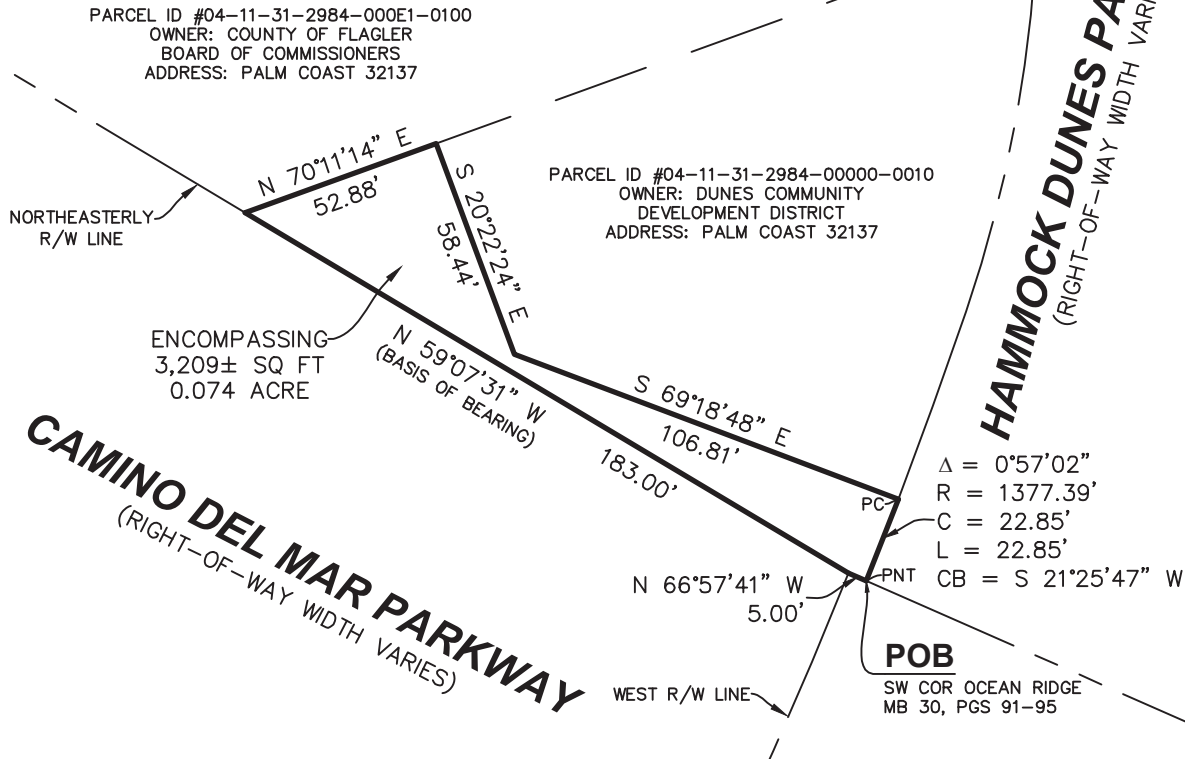
**SKETCH AND DESCRIPTION**

Sheet  
**1**  
1 of 2

© 2022

**Sketch and Description:**

THIS IS NOT A SURVEY



**CAMINO DEL MAR PARKWAY**  
(RIGHT-OF-WAY WIDTH VARIES)

**HAMMOCK DUNES PARKWAY**  
(RIGHT-OF-WAY WIDTH VARIES)

PARCEL ID #04-11-31-2984-000E1-0100  
OWNER: COUNTY OF FLAGLER  
BOARD OF COMMISSIONERS  
ADDRESS: PALM COAST 32137

PARCEL ID #04-11-31-2984-00000-0010  
OWNER: DUNES COMMUNITY  
DEVELOPMENT DISTRICT  
ADDRESS: PALM COAST 32137

ENCOMPASSING  
3,209± SQ FT  
0.074 ACRE

Δ = 0°57'02"  
R = 1377.39'  
C = 22.85'  
L = 22.85'  
CB = S 21°25'47" W

**POB**

SW COR OCEAN RIDGE  
MB 30, PGS 91-95



**Graphic Scale in Feet**

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**Dunes Community Development District**  
SECTION 4-TOWNSHIP 11 SOUTH-RANGE 31 EAST  
FLAGLER COUNTY, FLORIDA

Sheet  
**2**  
2 of 2

**SKETCH AND DESCRIPTION**

**RESOLUTION 2024 - \_\_\_\_****A RESOLUTION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE SALE OF CERTAIN COUNTY PROPERTY TO THE HAMMOCK DUNES COMMUNITY DEVELOPMENT DISTRICT**

**WHEREAS**, the Hammock Dunes Community Development District (Dunes CDD) has requested the County to convey two strips of real property, portions of Flagler County Parcel IDs: 04-11-31-2984-000E1-0100 and 04-11-31-2984-00000-00D0 (together, the Property) in order to construct improvements to the intersection of Hammock Dunes Parkway and Camino Del Mar Parkway at the base of the toll bridge on the barrier island; and

**WHEREAS**, the County is authorized by Section 125.38, Florida Statutes, to convey real property that is not needed for county purposes to other units of local government to be used for promoting community interest and welfare at such price as it may agree upon regardless of the actual value of such property; and

**NOW THEREFORE**, be it resolved by the Flagler County Board of County Commissioners that:

1. The above recitals are incorporated herein as findings of fact.
2. The Property is not needed for County purposes, and the Dunes CDD shall use the Property to promote community interest and welfare by improving the intersection of Hammock Dunes Parkway and Camino Del Mark Parkway. The County will convey the Property in consideration of \$50,000 in water and sewer system capacity credits. The Chair is authorized to execute the Purchase and Sale Agreement with the Dunes CDD, approved on the same date herewith, and such other documents as are necessary to consummate the transaction.
3. This Resolution shall take effect upon adoption.

**DONE AND ADOPTED**, this 15th day of April 2024.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**


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Andrew S. Dance, Chair

**ATTEST:**


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Tom Bexley, Clerk of the Circuit Court and Comptroller

**APPROVED AS TO FORM:**

Sean S. Moylan  Digitally signed by Sean S. Moylan  
Date: 2024.03.28 15:27:32 -04'00'

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Sean S. Moylan, Deputy County Attorney