

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

**SUBJECT:** Consideration for Approval of Purchase and Sale Agreement with Marjorie D. McCraney for the Purchase of Eight Contiguous Parcels of Land Totaling 27.49+/- Acres Utilizing Environmentally Sensitive Lands (ESL) Program Funds.

**DATE OF MEETING:** December 2, 2024

**OVERVIEW/SUMMARY:** The Board is being requested to consider and approve a Purchase and Sale Agreement with Marjorie D. McCraney, subject to any adjustments in the Agreement for title purposes in advance of closing, for the purchase of eight contiguous parcels lying North of County Road 2006 West (depicted in yellow below), which have been assigned the following Flagler County Property Appraiser Parcel Numbers:

1	25-12-28-5600-000C0-0011 (5.00+/- acres)
2	25-12-28-5600-000D0-0010 (1.57+/- acres)
3	25-12-28-5600-000D0-0080 (0.78+/- acres)
4	25-12-28-5600-000D0-0100 (0.49+/- acres)
5	25-12-28-5600-000D0-0120 (0.25+/- acres)
6	25-12-28-5600-000E0-0000 (3.45+/- acres)
7	25-12-28-5600-000F0-0000 (9.41+/- acres)
8	25-12-28-5600-000H0-0000 (6.54+/- acres)



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These parcels include the seller's homestead and are zoned AC (Agriculture) with an Agriculture and Timberlands Future Land Use designation. The Land Acquisition Committee (LAC) previously designated these parcels as a Priority A acquisition, which prompted the two appraisals. The two appraisals are less than six months apart, and have a variance of \$50,000, with the midpoint between the two appraisals being \$1,245,000. The owner has agreed to the County's purchase at \$1,245,000. The attached Purchase and Sale Agreement reflects this purchase price and provides for up to sixty days to complete the closing.

If purchased, these parcels may be utilized as a comfort station and recreational amenities for the Bull Creek Campground, along with land for uses including, but not limited to, expansion of the Campground's RV parking to include fifty additional sites including a camp host, expansion and relocation of the sanitary sewer drainfield, stormwater ponds, compensating storage (for flood waters), and overflow parking.

The Land Acquisition Committee (LAC) reviewed the expenditure of the Environmentally Sensitive Lands (ESL) Program funds for the purchase of these parcels at its October 14, 2024, Regular Meeting and unanimously recommended that the Board of County Commissioners pursue acquisition of the westernmost 10+/- acres (Parcel No. 25-12-28-5600-000F0-0000) as opposed to the entirety of the eight parcels. The LAC was unsure about the County's use of the homestead parcel (Parcel No. 25-12-28-5600-000H0-0000) in particular.

In a follow-up meeting with the LAC on November 18, 2024, the Committee unanimously recommended that the Board of County Commissioners purchase the entirety of the eight parcels for the \$1,245,000 negotiated price. As part of the LAC meeting, staff presented a draft site plan of the proposed development and use of the parcels, demonstrating the benefit to the County to enhance the recreational amenities and use of Dead Lake and the adjoining Bull Creek Fish Camp.

Among other standard provisions, the County is given the authority to make an inspection of the premises to assure that all building components are in good working order.

**FUNDING INFORMATION:** Funding in the amount of \$1,245,000 will be appropriated for this purchase from the Environmentally Sensitive Lands Program Fund 1119 reserves upon approval of the budget transfer.

**STRATEGIC PLAN:**

Focus Area: Growth and Infrastructure

- Goal 2 – Protect and Manage Natural Resources
- Goal 3 – Preserve & Enhance Cultural, Recreational & Leisure Activities

**DEPARTMENT CONTACT:** Growth Management, Adam Mengel, 386-313-4065

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**RECOMMENDATION:** Request the Board approve Budget Transfer and the Purchase and Sale Agreement with Marjorie D. McCraney, subject to any adjustments made by the County Attorney to the Agreement for title purposes and for other terms, for the purchase of eight contiguous parcels of land totaling 27.49+/- acres for a purchase price not to exceed \$1,245,000 using Environmentally Sensitive Lands (ESL) Program Funds and to otherwise approve the closing of the transaction upon satisfaction of all terms within the Purchase and Sale Agreement.

**ATTACHMENT:**

1. Purchase and Sale Agreement
2. Budget Transfer
3. [Link to: Bull Creek Expansion Conceptual Site Plan \(oversized\)](#)

**AGREEMENT FOR PURCHASE AND SALE**

**THIS AGREEMENT FOR PURCHASE AND SALE** (hereinafter called "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **MARJORIE D. MCCRANEY (also known as Marjorie A. McCraney and Margie D. McCraney)**, whose address is Post Office Box 313, Bunnell, Florida 32110 ("Seller"), and **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building #2, Suite 301, Bunnell, Florida, 32110 ("Buyer"), with Buyer and Seller sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, Seller is the owner of the fee simple title to certain real property situate in Flagler County, Florida, consisting of approximately 27.49 acres, as generally identified and depicted in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter collectively referred to as "the Property"); and

**WHEREAS**, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Property, together with any and all improvements, structures, fixtures and appurtenances thereto, unless specifically excluded herein, on the terms and conditions stated below.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

**1. The Property.** Seller agrees to sell and the Buyer agrees to purchase for the Purchase Price (as defined herein) and on the terms and conditions herein set forth, the Property, in fee simple, together with all of the tenements, hereditaments, improvements, oil, gas, timber and mineral rights, levees, dikes, canals, ditches, roads and easements, appertaining thereto and all of the Seller's rights, title and interest therein. The instrument of conveyance shall transfer all of Seller's rights, title and interest in and to the Property and Seller's interest in and to all littoral and riparian rights, transferable development rights, improvements, approvals, fixtures, easements, rights-of-way, licenses, privileges, tenements and appurtenances belonging or appertaining to the Property, including without limitation of the foregoing, all rights, title and interest of Seller in and to any land lying in the bed of any street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated). The Parties agree that the final parcel lines of the Property to be identified in the instrument of conveyance will be identified and deemed mutually acceptable to the Parties prior to the Closing Date, as this term is defined herein.

## **2. Survey and Legal Description.**

(A) Buyer shall have the Property surveyed at its expense in accordance with the Minimum Technical Standards for Surveys in the State of Florida (Rules 5J-17.050, 5J-17.051, and 5J-17.052, Florida Administrative Code) and Buyer's Procedures for Land Acquisition Survey, which shall include a tract legal description and a metes and bounds legal description of the Property and a certification of the acreage thereof. The survey shall show any and all easements, encroachments or overlaps on the Property, and all matters affecting title shall be set forth in the title commitment obtained pursuant to Section 5 hereof entitled Evidence of Title. The survey shall show the relationship of the Property to adjacent parcels and the location of ingress and egress to the Property. It shall also be accompanied by a Surveyor's certificate in a form reasonably acceptable to Buyer and the title company.

(B) The Surveyor shall be instructed by the Buyer to immediately bring any potential title or survey objections discovered by the Surveyor as field work progresses to the attention of Buyer and Seller.

(C) Buyer shall have fifteen (15) business days from receipt of the survey within which to examine the survey and legal description provided pursuant to this section and to notify Seller if the survey and legal description set forth therein are acceptable, or if the survey shows any violation of the survey instructions or requirements or if the survey shows any encroachments or a violation of the Agreement requirements (hereinafter referred to as "Survey Objections"). Survey Objections shall be treated in the same manner as objections based on title defects in Section 5 hereof entitled Evidence of Title.

(D) The survey and legal description shall be certified to the Buyer, Buyer's counsel, and the title company. The costs of preparation of the survey and legal description required by this Section 2 shall be paid by Buyer.

## **3. Purchase Price.**

(A) The total purchase price of the Property is ONE MILLION TWO HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$1,245,000.00) (the "Purchase Price"), which was set following the completion of two qualifying appraisals representing the current fair market value of the Property, with the purchase price being the midpoint between the two appraised values.

(B) The Purchase Price (or such greater or lesser amount as may be necessary to complete payment of the Purchase Price after credits, adjustments and prorations) shall be paid to Seller at Closing. The net proceeds payable to the Seller shall be disbursed by wire transfer or trust account check (as determined by Seller) in accordance with the written instructions of the Seller to Buyer.

**4. Title to be Conveyed.** Seller shall execute and deliver to Buyer a general warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable, fee simple title to the Property, free and clear of all liens and encumbrances except for the lien of taxes not yet due and payable, and easements, restrictions and reservations of record acceptable to Buyer (the "Permitted Exceptions"). Such title shall include legal and physical access from a dedicated public road, street or highway, in a location and form that is acceptable to Buyer in its sole discretion, which access is insurable under the title policy called for in Section 5 hereof entitled Evidence of Title.

**5. Evidence of Title.**

(A) No later than sixty (60) days from the Effective Date of this Agreement, Buyer shall obtain a commitment for an owner's title insurance policy (ALTA Form B) showing good and marketable fee simple title to the Property vested in the Seller, subject only to the Permitted Exceptions and those which shall be discharged by Seller at or before Closing (hereinafter the "Title Commitment"). The Title Commitment shall be in the amount of the Purchase Price of the Property. The Title Commitment shall identify each exception of record ("Title Defect") for the Property to which such matters apply and include copies of all exceptions of record noted therein. The cost of the Title Commitment and related title policy shall be paid by Buyer, and shall be reimbursed by Seller at Closing.

(B) The Buyer shall have fifteen (15) business days from receipt of the Title Commitment within which to examine same and notify the Seller in writing of any Title Defects, specifying such defects. Any written notice of Title Defect shall be deemed delivered at the time it is deposited in the U.S. Mail, postage prepaid, and sent to the Seller at its address listed above. Upon receipt of such notice of Title Defects, the Seller shall have ninety (90) days within which to cure or remove the Title Defects so specified. If upon the expiration of the ninety (90) day period, the Seller has not corrected or cured any such Title Defects, the Buyer shall have the option to: i) terminate this Agreement, ii) waive such defects and proceed to Closing, accepting title as it then is and without setoff or reduction in the Purchase Price, or iii) renegotiate the Purchase Price with the Seller. In the event the Buyer shall elect to terminate this Agreement because of an uncured or incurable Title Defect, the Parties hereto shall thereafter be relieved of all liability hereunder and shall have no further obligations under this Agreement except those which expressly survive such termination.

(C) Upon Closing and upon recording of the deed to Buyer, an owner's title insurance policy (ALTA Form B) in the amount of the Purchase Price for the Property shall be issued pursuant to the Title Commitment and delivered to Buyer showing fee simple title to the Property vested in Buyer, with the fee owner's title insurance premium for such policy to be paid at Closing in accordance with the provisions of Section 9 hereof entitled Closing Costs, Prorations and Adjustments. Upon execution by Seller at Closing of the Affidavits required by the Title Company and completion of the survey called for herein, the "standard exceptions" to the title policy shall be deleted, except for those relating to taxes for the year of Closing.

(D) Seller agrees to use diligent efforts to correct the Title Defects within the time provided therefor, including the bringing of necessary suits. If Seller fails to make a diligent effort to remove the Title Defects, Seller shall be in default of this Agreement.

**6. Seller's Representations and Warranties.** Seller represents and warrants to Buyer as follows:

(A) Seller is the owner in fee simple of all the Property and has full power and authority to enter into and perform this Agreement in accordance with its terms.

(B) Seller has no knowledge of and has not received notice of any of the following with respect to the Property subject to this Agreement: (i) of violation of any city, county, state or federal law, ordinance, regulation or code, or (ii) of existence of dangerous or illegal conditions requiring corrective action.

(C) There is no pending litigation or dispute involving or concerning the location of the boundaries of the Property.

(D) Seller has not entered into any leases, contracts or other agreements relating to the Property.

(E) Seller represents that there are no mechanics' liens, claims of lien or other claims against the Property and that Seller has no unpaid bills for labor or services performed on, or for materials supplied to the Property, except for those unpaid bills which will be paid prior to the Closing or paid by Seller with funds to be escrowed from the Closing proceeds.

(F) That, to the knowledge of Seller, no member of the Buyer's Board of County Commissioners, no agent or employee of the Buyer, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from, or receive any portion of the payments to be made to the Seller under the provisions of this Agreement.

(G) That at the time of Closing, no person other than the Seller shall be entitled to or be in possession of any portion of the Property.

(H) Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code.

(I) No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

(J) To the best of Seller's knowledge, there is no environmental contamination on the Property, in violation of any Environmental Laws (as herein defined), and Seller has not received any notification from any governmental authority regarding any potential environmental contamination of the Property.

(K) Seller is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arms-length and the consideration paid represents fair value for the assets to be transferred.

(L) Seller warrants that the Property is not governed by any covenants or restrictions and is not subject to the governance of a Homeowners Association or maintenance entity. Seller further acknowledges and agrees that Buyer shall independently provide for any stormwater management requirements that may be required for the development of the Property and shall not be subject to any permits or requirements governing Seller's property located adjacent to the Property.

At the time of Closing, Seller will provide Buyer with an affidavit to the effect that the above warranties and representations are true and correct as of the Closing Date and Seller will indemnify and hold Buyer harmless from and against all liability, claims, demands, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees, and attorneys' fees and costs on appeal, including attorneys' fees incurred in determining the right to attorneys' fees and the amount of said attorneys' fees, arising out of or related to the untruthfulness of any of the above warranties and representations.

## **7. Environmental Audit and Representations.**

(A) For the purpose of this Agreement, the term "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, rules and regulations of the Environmental Protection Agency, rules and regulations of Florida Department of Environmental Protection, and rules and regulations of the St. Johns River Water Management District.

(B) From the Effective Date hereof through the date of Closing, Buyer, through its agents, environmental consultants and employees, will be authorized to enter



upon the Property for the purposes of scientific investigation, installation of monitoring wells, surveying, the taking of soil borings and soil samples, the taking of water samples from those and existing wells, geophysical investigation (i.e., ground penetrating radar, electromagnetic and magnetic) and the testing of tanks, and other appropriate and generally accepted testing methods, including building sampling for asbestos, lead and other potentially hazardous materials; and upon contiguous lands owned by Seller for the purpose of access to the Property; and may conduct an inspection of the improvements on the Property, including the homestead and outlying buildings, to assess whether everything is in working order and to identify any defects or code violations; provided, however, that any such agents, consultants or employees of Buyer shall give reasonable advance notice to Seller and shall be responsible to close and lock any gates through which they pass in the exercise of such right of entry. Any boring holes made by the Buyer shall be properly filled and packed to the surrounding earth level by the Buyer.

(C) The Parties agree that the Buyer may require a Phase I Environmental Site Assessment (“ESA”) of the Property to be completed by Seller to ensure there are no areas of environmental concern that warrant further investigation.

(D) If at any time prior to Closing toxic or hazardous substances or wastes are found on or contaminating the Property, either party may elect to terminate this Agreement and neither party shall have any further obligation under this Agreement.

## **8. The Closing.**

(A) The closing of title for the Property shall take place at the Flagler County Attorney’s Office, 1769 E. Moody Blvd., Suite 303, Bunnell, Florida 32110, telephone (386) 313-4005 (the “Closing”) on or before January 16, 2025, unless extended by mutual agreement of the Buyer and Seller (the “Closing Date”). The agreement to extend the closing date shall be in writing and may consist of a simple correspondence from one party that is acknowledged by the other party.

(B) The Closing Agent for the transaction shall be Coast Title.

(C) Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereinafter “Trash and Debris”) from the Property to the satisfaction of the Buyer prior to the Closing. If the Seller does not remove the Trash and Debris from the Property prior to Closing, Buyer may elect to: (a) deduct the expense necessary to remove Trash and Debris from the Purchase Price in an amount not to exceed five percent (5%) of the Purchase Price, and proceed to Closing; or (b) extend the Closing Date, in order to provide additional time for Seller to remove all Trash and Debris from the Property; or (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement except those which expressly survive such termination.

**9. Closing Costs, Prorations and Adjustments.** The following items are to be paid at Closing by the party indicated and in the manner set forth:

(A) Real property taxes shall be prorated between Seller and Buyer and escrowed with the County Tax Collector at Closing in accordance with the provisions of Section 196.295, Florida Statutes.

(B) Seller shall pay the cost of the recording fees for recording the general warranty deed and other documents executed at Closing. Seller shall pay the cost of recording any corrective instruments.

(C) The owner's title insurance premium for the title policy described in Section 5 hereof entitled Evidence of Title shall be borne by Seller.

(D) The cost of the survey called for by Section 2 hereof to be obtained by Buyer shall be paid for by Buyer at or before Closing.

(E) The documentary stamps which are required to be affixed to the General Warranty Deed shall be paid by Seller.

#### **10. Broker.**

(A) The Seller represents and warrants to the Buyer that it has not engaged the services of a real estate broker with respect to the Property. Seller agrees to hold Buyer harmless from any real estate commission or fees which may be claimed to be due through the Seller or pursuant to the acts of Seller. Seller further covenants and agrees to indemnify Buyer for damages, court costs and attorneys' fees incurred as a result of any such claim.

(B) The obligations of Seller under this Section shall survive the Closing.

#### **11. Documents to be Delivered.**

(A) By Seller at Closing. The Seller shall execute, acknowledge and deliver the following documents at the Closing hereunder:

(1) General Warranty Deed, in a form acceptable to Buyer, from Seller conveying the fee simple title to the Property, in proper form for recording which shall be duly executed, acknowledged and witnessed.

(2) An Affidavit executed by Seller, in substantially the form attached hereto as **Exhibit "B"** and by this reference made a part hereof, confirming the Seller's representations as to Environmental Laws.

(3) A Certification of Non-Foreign Status in the form attached hereto as **Exhibit "C"** and by this reference made a part hereto, to determine whether or not Buyer shall be required to withhold ten percent (10%) of the Purchase Price and pay

the withheld amount to the Internal Revenue Service pursuant to Internal Revenue Code Section 1415. Any such amount thus withheld by Buyer shall be deemed to have been paid to Seller in cash at Closing as part of Buyer's obligation to pay the Purchase Price hereunder.

(4) An Affidavit executed by Seller, in substantially the form attached hereto as **Exhibit "D"** and by this reference made a part hereof, confirming the Seller's representations as to mechanic's liens, parties in possession, and other warranties and representations made by Seller under the terms of this Agreement.

(5) An assignment of Development Rights, Permits and Contracts in the form attached hereto as **Exhibit "E"** and incorporated herein by reference.

(6) Such other documentation as may reasonably be required by Buyer, title company or Closing Agent in order to close this transaction in accordance with the terms of this Agreement. Amendments to the documents provided for herein may be approved by the County Administrator, upon review by the County Attorney, as deemed necessary in order to effectuate the intent of the Parties.

(C) By the Buyer at Closing. The Buyer shall execute, acknowledge, and deliver the following documents at the Closing hereunder:

(1) Any documentation as may reasonably be required by Seller or Closing Agent in order to close this transaction in accordance with the terms of this Agreement.

**12. Negotiated Price to be Without Prejudice.** The Purchase Price specified herein was negotiated by the Parties on the basis of a total price for the Property and shall be without prejudice to any party and inadmissible in any court proceedings which might hereinafter be brought if the Buyer for any reason does not acquire the Property pursuant to the terms herein contained.

**13. Survival of Warranties and Agreements.** All warranties, representations, covenants, obligations, indemnities and agreements contained herein shall survive the execution and delivery of the general warranty deed and the Closing to be held hereunder.

**14. Parties.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**15. Entire Agreement/Amendment.** 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 herein. This Agreement may not be modified, changed or amended, except by writing signed by the Parties hereto or their authorized assignees.

**16. Non-Waiver of Buyer's Regulatory Powers.** Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the Buyer as it now or hereafter exists under applicable laws, rules and regulations.

**17. Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Buyer of its sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this section shall not be construed as an attempt by the Buyer to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes or any future statute or Act adopted by the Florida Legislature.

**18. Time is of the Essence.** Time is of the essence with respect to all matters set forth in the Agreement.

**19. Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida.

**20. Recording of this Agreement.** Buyer may record a Memorandum of Agreement in the Public Records of Flagler County, Florida, at its discretion and expense.

**21. Construction of Agreement.** 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 Seller and Buyer have contributed substantially and materially to the preparation hereof.

**22. Default.** If either party defaults under this Agreement, the other party may waive the default and proceed to Closing, or seek specific performance, each without waiving any action for damages, or seek any other remedy permitted by law or in equity.

**23. Fixtures and Personal Property.** All fixtures on the Property including all structures, buildings, interior and exterior fences and fence posts, corrals, pumps, pump motors and tanks shall become the property of the Buyer at Closing and may, in the Buyer's sole discretion, be removed, relocated or abandoned following Closing; provided, however, the Buyer shall inspect the Property and notify Seller, in writing, of any solid waste, trash, debris, fencing materials and any other physical property or improvements located on the Property which will be required to be removed, and same will be removed from the Property by Seller prior to Closing as provided in this Agreement.

**24. Further Documentation.** The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transaction contemplated hereby. The obligations of Seller and Buyer pursuant to this Section shall survive the Closing hereunder.

**25. Permits.** Seller shall transfer to Buyer all St. Johns Water Management District, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, Florida Fish and Wildlife Conservation Commission and any other local, state and federal permits and approvals, if any, required in addition to those referenced in **Exhibit "E"**, attached hereto, for the Property prior to or at the time of Closing.

**26. Definitions.** As used herein, the term "Business Days" shall mean those days during which the Buyer is open for regular public business.

**27. Assignment.** This Agreement may be assigned by Buyer to another government entity, in which event Buyer will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

**28. Severability.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.

**29. Waiver.** Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

**30. Counterparts.** This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

**31. Addendum.** Any addendum attached hereto that is signed by the Parties shall be deemed a part of this Agreement.

**32. Notice.** Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, certified mail, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement. A copy of any notice given to Seller shall also be given to the following representatives of the Buyer: County Administrator Heidi Petito at 1769 E. Moody Blvd., Building 2, Suite 301, Bunnell, Florida 32110, and also to County Attorney Al Hadeed at 1769 E. Moody Blvd., Building 2, Suite 303, Bunnell, Florida 32110.

**33. Effective Date.** For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the Seller or the Buyer has executed the same, and that date shall be inserted at the top of the first page hereof.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written.

**SELLER:**

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Marjorie D. McCraney (also known as  
Marjorie A. McCraney and Margie D.  
McCraney)

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

[ ]  
[ ]

is/are personally known to me.  
produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**BUYER:**

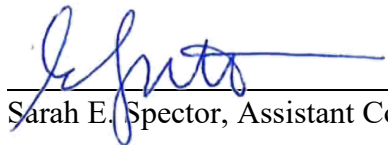
**FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Andrew S. Dance, Chair

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Sarah E. Spector, Assistant County Attorney

**EXHIBIT "A"**

**IDENTIFICATION AND DEPICTION OF THE PROPERTY**

The property depicted below has been assigned the following Flagler County Property Appraiser Parcel Numbers:

1	25-12-28-5600-000C0-0011 (5.00+/- acres)
2	25-12-28-5600-000D0-0010 (1.57+/- acres)
3	25-12-28-5600-000D0-0080 (0.78+/- acres)
4	25-12-28-5600-000D0-0100 (0.49+/- acres)
5	25-12-28-5600-000D0-0120 (0.25+/- acres)
6	25-12-28-5600-000E0-0000 (3.45+/- acres)
7	25-12-28-5600-000F0-0000 (9.41+/- acres)
8	25-12-28-5600-000H0-0000 (6.54+/- acres)



**Note: The parcel numbers provided herein are as of November 21, 2024. If a complete and accurate legal description is obtained prior to contract execution, said legal description will be substituted for the parcel numbers.**



**EXHIBIT "B"**

**ENVIRONMENTAL AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF FLAGLER

**BEFORE ME**, personally appeared Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney) ("Affiant") who, being by me first duly sworn, deposes and states:

1. That Affiant is the owner of the following described real property located in Flagler County, Florida, to-wit:

See **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter "the Property").

2. For the purpose of this Affidavit, the term "Environmental Laws" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, rules and regulations of the Environmental Protection Agency, rules and regulations of the Florida Department of Environmental Protection, and rules and regulations of the St. Johns River Water Management District, now or at any time hereafter in effect.

3. As of and subsequent to the date hereof, Affiant warrants and represents to **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building #2, Bunnell, Florida, 32110 ("County"), its successors and assigns that:

(i) There are not now, nor to Affiant's knowledge have there ever been, any tanks, including associated piping, on, under or at the Property which have leaked and that all tanks and associated piping presently on, under or at the Property are in sound condition.

(ii) To the best of Affiant's knowledge, no person or entity has ever caused or permitted materials to be disposed of on, under or at the Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws.

(iii) There is no violation of Environmental Laws on the Property which may directly or indirectly affect the Property.

(iv) To the best of Affiant’s knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action, or other response, under Environmental Laws on the part of the Affiant or a subsequent owner of all or any portion of the Property, or which would subject Affiant or a subsequent owner of all or any portion of the Property to penalties, damages or injunctive relief.

(v) Affiant is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Affiant has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Laws.

(vi) No hazardous material, pollutant or contaminant has been released or discharged onto the Property or into any water body on the Property.

**FURTHER AFFIANT SAYETH NAUGHT.**

By: \_\_\_\_\_  
Marjorie D. McCraney (also known as  
Marjorie A. McCraney and Margie D.  
McCraney)

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

is/are personally known to me.  
 produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "C"**

**CERTIFICATION OF NON-FOREIGN STATUS**

DEFICIT REDUCTION ACT OF 1984  
(U.S. Public Law 98-369; 26 USCA 1445)  
Withholding Tax on Disposition of U.S. Real Property by Aliens

**MARJORIE D. MCCRANEY (also known as Marjorie A. McCraney and Margie D. McCraney)** (hereinafter "Transferor"), and **FLAGLER COUNTY, a political subdivision of the State of Florida** (hereinafter "Transferee"), certify as follows:

**A.** That Transferor is transferring and Transferee is acquiring an interest in and to a certain parcel of land more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

**B.** Transferor and Transferee acknowledge that:

**1.** They are aware of the provisions of the Deficit Reduction Act of 1984, and the Internal Revenue Service Regulations implementing said Act (hereinafter "the Act") referring to the withholding tax on the disposition of United States real property interests by foreign persons and foreign corporations.

**2.** Transferor is either exempt from the Act or this transaction is not subject to the provisions of the Act for one of the following reason: Transferor is not a foreign person or corporation.

**3.** Transferor is aware that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

**4.** Transferor's address is:  
Post Office Box 313, Bunnell, Florida 32110

**5.** Transferor has been advised by Transferee that Transferee must retain this certificate until the end of the fifth (5th) year following the taxable year in which the transfer takes place.

**C.** Transferor and Transferee give this Certificate for the purpose of closing the transaction between Transferor and Transferee without requiring the Transferee to withhold ten percent (10%) of the sales proceeds in accordance with the Act.

**IN CONSIDERATION THEREOF**, the Transferor and Transferee covenant and agree as follows:

1. That they will not hold Agent liable for any loss or damage that Transferor or Transferee shall sustain arising from the failure of the Transferee to withhold ten percent (10%) of the sale proceeds in accordance with the Act.

2. That, to the extent permitted by law, they will hold harmless and indemnify the Agent for any loss or damage arising from the failure of the Transferee to withhold ten percent (10%) of the sale proceeds in accordance with the provisions of the Act.

**UNDER PENALTIES OF PERJURY**, Transferor and Transferee declare that they have examined this Certification and, to the best of their knowledge and belief, it is true, correct and complete, and Transferor and Transferee further declare that they have authority to sign this document on behalf of Transferor and Transferee, respectively.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Transferor and Transferee have executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TRANSFEROR

By: \_\_\_\_\_  
Marjorie D. McCraney (also known as  
Marjorie A. McCraney and Margie D.  
McCraney)

STATE OF FLORIDA  
COUNTY OF FLAGLER

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is/are personally known to me.  
 produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

TRANSFEEE  
FLAGLER COUNTY

\_\_\_\_\_  
Andrew S. Dance, Chair

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah E. Spector, Assistant County Attorney

**EXHIBIT "D"**  
**OWNER'S AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF FLAGLER

**BEFORE ME**, personally appeared Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney) ("Affiant") who, being by me first duly sworn, deposes and states:

1. That Affiant is the owner of the fee simple interest in the following described real property located in Flagler County, Florida, to-wit:

See **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter the "Property").

2. That said Property is free and clear of all mortgages, liens and encumbrances whatsoever, except for \_\_\_\_\_.

3. That there are no Mechanic's Liens under Chapter 713, Florida Statutes, filed against the said Property; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon said Property or any portion thereof, for which any or all of the cost of the same remains unpaid; that no person, firm or corporation is entitled to a lien under Chapter 713, Florida Statutes.

4. That Affiant is in exclusive possession of said Property and no person, firm or corporation has any interest, claim of possession or contract right with respect to said Property which is not a matter of record in the Public Records of Flagler County, Florida, and there are no facts known to Affiant which could give rise to a claim being asserted against said Property.

5. That there are no actions or proceedings now pending in any state or federal court to which Affiant is a party including, but not limited to, proceedings in bankruptcy, receivership, or insolvency.

6. That title to said Property is held by Affiant and that a portion of said Property is the homestead of Affiant.

7. That there are no unsatisfied judgments nor any federal, state or county tax deficiencies which are a lien against said Property and no taxes, liens, or assessments which are due or about to become due which have attached or could attach to said Property.

8. That Affiant is not aware of and has not received any notice with respect to said Property: (i) of violation of any city, county, state or federal law, ordinance, regulation or code, or (ii) of existence of dangerous or illegal conditions requiring corrective action.

9. That the improvements located on the Property are in good working order and Affiant is not aware of any deficiency in the structures, roofing, mechanical features, electrical systems, plumbing, and water and wastewater systems, ordinary wear and tear excepted.

10. That there is no pending litigation or dispute involving or concerning the location of the boundaries of said Property.

11. That no member of the Flagler County Board of County Commissioners (the "County"), no agent or employee of the County, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from or receive any portion of the payments to be made to Affiant under the provisions of the Agreement for the purchase of said Property.

12. That Affiant has agreed and hereby agrees to indemnify and hold harmless Flagler County from and against all liability, claims, demands, damages, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees and costs on appeal and attorneys' fees incurred in determining the right to attorneys' fees and the amount of said attorneys' fees, arising out of or related to the untruthfulness or incorrectness of any of the representations set forth in this Affidavit.

13. Affiant recognizes that Coastal Title (the "Title Company") and Flagler County will rely on the statements in this Affidavit and Affiant is making this Affidavit for the further purpose of inducing the Title Company to issue its policy or policies of title insurance in connection with the conveyance of said Property and for Flagler County to close the transaction.

**FURTHER AFFIANT SAYETH NAUGHT.**

AFFIANT

By: \_\_\_\_\_  
Marjorie D. McCraney (also known as  
Marjorie A. McCraney and Margie D.  
McCraney)

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

is/are personally known to me.  
produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT “E”**

**Assignment of Development Rights, Permits and Contracts**

THIS ASSIGNMENT OF DEVELOPMENT RIGHTS, PERMITS AND CONTRACTS (the “Assignment”) is executed as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between **MARJORIE D. MCCRANEY (also known as Marjorie A. McCraney and Margie D. McCraney)**, whose address is Post Office Box 313, Bunnell, Florida 32110 (“Assignor”), and Flagler County, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building #2, Suite 301, Bunnell, Florida 32110 (“Assignee”).

**Background Facts**

Pursuant to that certain Agreement for Purchase and Sale by and between Assignor and Assignee dated \_\_\_\_\_, 20\_\_, Assignor agreed to convey to Assignee all of its development rights, permits and contracts for that certain real property located in Flagler County, Florida and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”). Assignor desires to assign any and all development rights, permits and contracts related to the Property to the Assignee.

**Agreement**

In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Background Facts.** The Background Facts set forth above are true and correct and are incorporated herein by this reference.
  
2. **Assignment.** Assignor hereby assigns to Assignee, to the extent they exist, the following development rights, permits and contracts:
  - a. Any and all ordinances related to zoning and development of the Property.
  
  - b. Any and all construction plans, engineering plans and preliminary plats for the Property.
  
  - c. Any and all development orders (as defined in Chapter 380, Florida Statutes) and development agreements for the Property.
  
  - d. Any and all rights and entitlements generated by St. Johns River Water Management District environmental resource and consumptive use permits for the Property.



- e. Any and all rights and entitlements generated by Florida Department of Environmental Protection permits for the Property.
- f. Any and all rights and entitlements generated by U.S. Army Corps of Engineers permits for the Property.
- g. Any and all other local, state and federal permits and approvals related to the Property.
- h. Any and all environmental site assessment reports for the Property.
- i. Any and all mitigation, impact fee and other credits obtained by Assignor for development of the Property through agreement or contract, whether or not the same run with the land.
- j. Any other permits or approval related to the ownership and use of the Property.

The above documents shall be referred to herein collectively as the “Approvals”.

3. **Binding**. This Agreement shall be binding on Assignor and Assignee, and their respective successors and assigns, and the benefits and burdens of the Approvals shall inure to the benefit and burden of the Assignee, its successors and assigns. After the Effective Date of this Assignment, Assignor shall have no further rights or obligations with respect to the Approvals related to the Property.

4. **Assurances**. Assignor agrees to execute such other and further documentation as may be necessary or required by governmental authorities to effectuate, complete or provide notice of the Approvals assigned herein.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment in a manner so as to be binding as of the day and year first above written.

ASSIGNOR:

\_\_\_\_\_  
Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney)

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

[\_\_\_\_\_]
[\_\_\_\_\_]

is/are personally known to me.
produced a current driver license(s) as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ASSIGNEE:

FLAGLER COUNTY

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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:

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Sarah E. Spector, Assistant County Attorney

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	01	10955	10/22/2024	005	BUA MCCRANBTR	1	1			
1	11960015	561000		ESL2008Ref/Non-Grant	Land		.00	1,245,000.00	1,245,000.00	
	1119-161-6001-537600-530-53-000-000-561000-						10/22/2024			
2	11950000	598020		ESL2008Ref/Reserves	Reserve - Future Use		10,709,659.00	-1,245,000.00	9,464,659.00	
	1119-150-5000-000000-590-00-000-000-598020-						10/22/2024			
								** JOURNAL TOTAL	0.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: MCatalano

YEAR	PER	JNL	ACCOUNT	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
SRC	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC					
2025	1	10955											
BUA	1119-161-6001-537600-530-53-000-000-561000-							Land		5		1,245,000.00	
	10/22/2024	MCCRANBTR	005							T			
BUA	1119-150-5000-000000-590-00-000-000-598020-							Reserve - Future Use		5			1,245,000.00
	10/22/2024	MCCRANBTR	005							T			
JOURNAL 2025/01/10955										TOTAL		.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

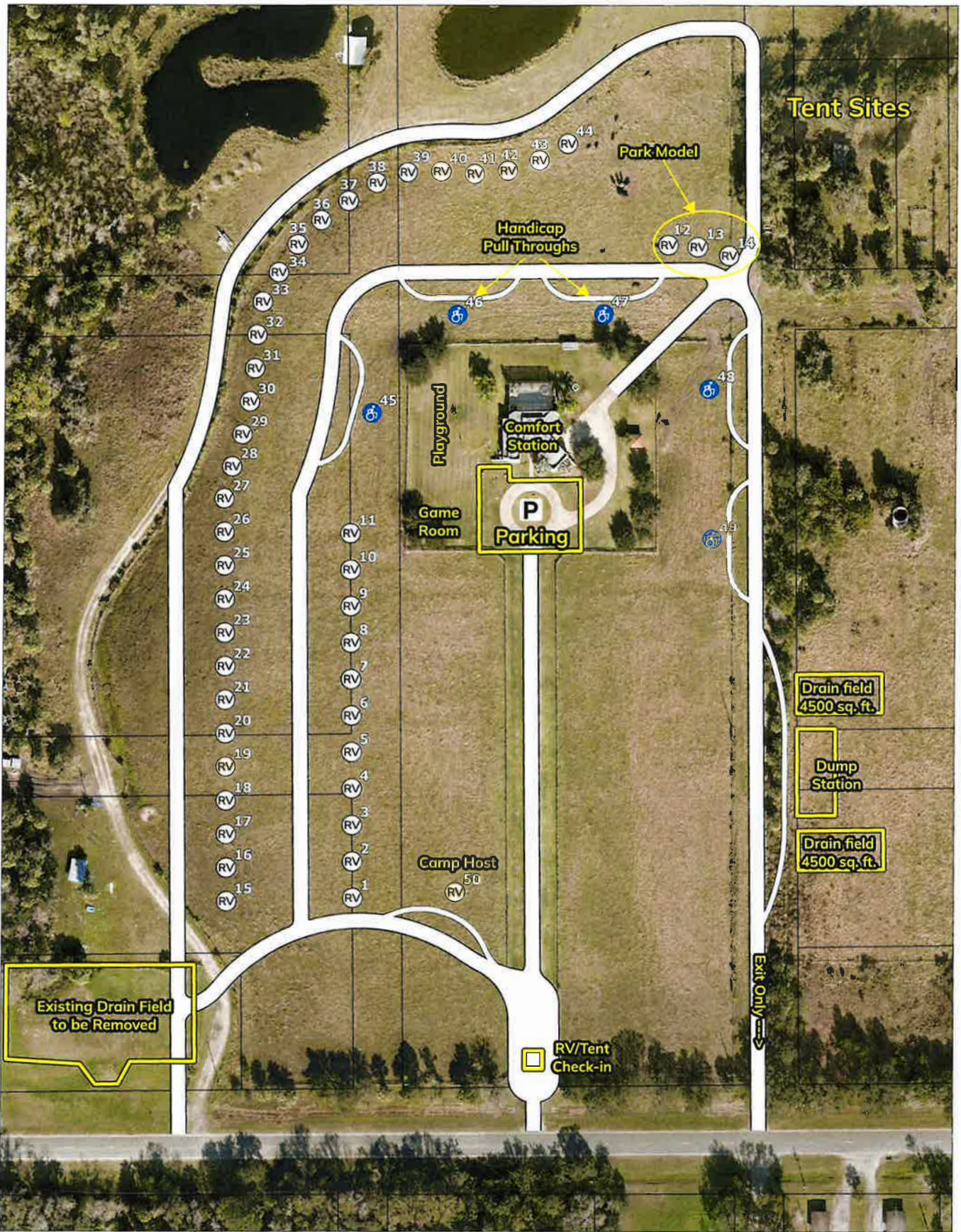
FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: MCatalano

PA JOURNAL SOURCE	PROJECT STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
*****		10/22/2024	2025/01/10955						
PAB	BD25TRK001-CAP/LOCAL	-CIMP/1119	-561000	005			T MCCRANBTR	5	1,245,000.00
							BD25TRK001 TOTAL:		1,245,000.00
** END OF REPORT - Generated by Michael Catalano **									





## Bull Creek Campground Proposed Expansion

<ul style="list-style-type: none"> <li><span style="color: grey;">—</span> Campground Assets</li> <li><span style="color: grey;">—</span> Road</li> <li><span style="color: grey;">—</span> Pull Through</li> <li><b>P</b> General Parking</li> </ul>	<ul style="list-style-type: none"> <li><span style="border: 1px solid black; border-radius: 50%; padding: 2px;">RV</span> Camper Lot</li> <li><span style="border: 1px solid blue; border-radius: 50%; padding: 2px;">♿</span> Handicap Accessible Camper Lot</li> <li><span style="border: 1px solid grey; display: inline-block; width: 10px; height: 10px;"></span> Current Parcels</li> </ul>	<p>Date created: 11/13/2024 Aerial imagery date: 12/2022</p>
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All data on this map is preliminary.  
Created by Flagler County BOCC GIS

