

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**WORKSHOP ITEM 5**

**SUBJECT:** Interlocal Agreement with Palm Coast for Protection of the Old Brick Road

**DATE OF WORKSHOP:** April 20, 2026

**OVERVIEW/SUMMARY:** In October 2025, the Board adopted Resolution 2025-85, vesting all rights, title, and interest to the 8-mile stretch of the Dixie Highway (“Old Brick Road”) between Espanola and the county line in the Flagler County Board of County Commissioners. Since that time, staff of the county and City of Palm Coast have worked on an interlocal agreement to memorialize protections of the historical resource. Representatives of the adjacent landowner, Rayonier/Raydient, also contributed to the dialogue.

Highlights of the draft agreement include:

- Twenty-one existing connections to logging roads will remain until viable alternative routes are developed for adjoining landowner/s.
- Future connections shall be subject to County’s Right-of-Way Utilization Ordinance
- Only four at grade crossings will be permitted unless separately approved by the Board.
- Utilities will be permitted to bore under the Old Brick Road.
- City will require parallel roadways to be constructed when approving development for adjacent lands.
- County will be notified of development applications for adjoining lands and given an opportunity to comment at the staff review level.
- City will consider enhanced buffers when reviewing development applications for adjacent lands.
- The development of this area of the County may take several decades. It is anticipated the ILA may need modifications or supplementation as development plans become more detailed.

The next step will be to codify the protections of the Old Brick Road in an ordinance.

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

**FUNDING INFORMATION:** N/A

**ATTACHMENTS:**

- 1.) Power Point Presentation
- 2.) Draft ILA

**INTERLOCAL AGREEMENT  
FOR PROTECTION OF THE OLD BRICK ROAD**

THIS INTERLOCAL AGREEMENT FOR PROTECTION OF THE OLD BRICK ROAD (“Agreement”) is entered into by and between **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110 (“County”), and the **CITY OF PALM COAST**, a municipal corporation of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164 (“City”).

**WITNESSETH:**

**WHEREAS**, originally constructed in 1916, the extant portion of the Dixie Highway, also referred to as the “Old Brick Road,” is an 8.6 mile long, 50-foot-wide historic roadway that constitutes the longest stretch of rural brick highway in the United States and is both listed within the inventory of Heritage Crossroads Scenic Highway, and National Register of Historic Places, a depiction of which is attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Old Brick Road significantly contributed to the development of Florida’s modern highway system, bringing visitors and new residents in the early twentieth century while establishing a standard for brick highway construction techniques of that era; and

**WHEREAS**, the County commissioned an engineering and historical study, eventually leading to the adoption in 2004 of a Corridor Management Plan for the Old Brick Road which attempted to balance historic preservation with modern function; and

**WHEREAS**, in 2008 and 2009, the City annexed lands adjoining the entire length of the Old Brick Road, which included parcels vested for regional impact-sized development, and while the City controls the land use, zoning, and development permitting for lands adjacent to the Old Brick Road within its jurisdiction, the County retains ownership and control of the public right-of-way; and

**WHEREAS**, the County’s Comprehensive Plan requires the County to coordinate with the City to support the preservation of the historical character of the Old Brick Road and to provide for safe and adequate vehicular access in a manner consistent with the Heritage Crossroads Scenic Corridor’s Corridor Management Plan, Policy H.1.4.2; and

**WHEREAS**, it is the desire of the County and City to protect the Old Brick Road as a historical and cultural resource; to increase awareness of, and to provide residents and visitors safe access to, the roadway as a historic and recreational resource; and to establish standards to protect this part of Flagler County’s heritage through careful, proactive development planning.

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows.

1. **Recitals.** The above recitals are incorporated herein as findings of fact. In addition, the County and City make the following findings of fact.

2. **Protection Standards and Protocols.**

- 2.1 As alternative accesses become available for adjacent landowners, the County shall establish speed and weight limits for the Old Brick Road and shall install signage within the right-of-way. The long-term goal is that the Old Brick Road be an amenity for nearby development and a cultural resource for residents and visitors that celebrate the history and heritage of Flagler County.
  - 2.2 All connections to the Old Brick Road shall be subject to the County's right-of-way utilization ordinance and permitting, Chapter 26, Article II, Flagler Code. No connections shall be permitted to Old Brick Road without a specific vote of approval by the Board of County Commissioners; however, there will be no limit on water/utility lines connections to the right-of-way of the Old Brick Road. There shall be no limit to the number of flyovers or tunnel-under crossings that do not impact or damage the right-of-way. If at-grade crossings are permitted by the Board of County Commissioners, the County shall require the contractor to preserve the bricks that are removed and furnish them to the County to be used for repairs of the Old Brick Road in other locations.
  - 2.3 The City agrees to include the Old Brick Road as an Objective in its Comprehensive Plan for Intergovernmental Coordination with the County to further its cultural and historical significance, as well as prioritize its protection. The City also agrees to include protections for the Old Brick Road in its land development regulations or zoning ordinances for adjacent lands, as applicable. When approving development agreements along the Old Brick Road, the City shall consider enhanced buffers adjacent to the right of way with the goal of protecting its rural character and historical significance.
  - 2.4 The City shall plan for or require parallel facilities for vehicular traffic to the extent necessary when reviewing applications for land use amendments, rezonings, site plan and plat applications, and development permits.
  - 2.5 Within thirty (30) days of receipt of an application for a Future Land Use Map ("FLUM") amendment, zoning amendment, site plan, platting, re-platting, or other application for a development permit affecting lands within fifty (50) feet of the Old Brick Road right-of-way, or when any such application is made which may impact the Old Brick Road regardless of location, the City shall transmit notice of such application to the County's Growth Management Director, or their designee. The County shall provide comments to the City's Technical Review Extreme (TRX) committee within fifteen (15) days, and shall participate in the meetings of the committee, if necessary.
3. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the County's right-of-way resulting from this Agreement shall remain property of the County. Neither the granting of the permission to use the County right-of-way nor the placing of facilities upon the County property shall operate to create or vest any property right to or in the City or any property owner, except as may otherwise be provided in separate agreements. City shall not acquire any right, title, interest or estate in County right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, City's use or maintenance of County right-of-way. The

provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

4. **County Maintenance.** Except to the extent set forth herein, the County shall continue to be responsible for maintenance and repair of the Old Brick Road and right-of-way described in Exhibit A.
5. **Notification.** Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners  
Attn: County Administrator  
1769 East Moody Boulevard, Building 2  
Bunnell, Florida 32110-5991

FOR CITY OF PALM COAST:

City of Palm Coast  
Attn: City Manager  
160 Lake Avenue  
Palm Coast, Florida 32164-2400

6. **Public Records Law.** The parties shall allow public access to all public records made or received in conjunction with this Agreement and the performance thereof, in accordance with the provisions of Chapter 119, Florida Statutes.
7. **Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. This agreement shall initially have a perpetual term but may be terminated by either party on one hundred eighty (180) days' written notice.
8. **Sovereign Immunity.** Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
9. **Entire Agreement.** This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.
10. **Jurisdiction and Venue.** This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie solely and exclusively in a state court of competent jurisdiction in and for Flagler County, Florida.

11. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
12. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **Waiver.** The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
14. **Assignment.** This Agreement may not be assigned without the written consent of the parties.
15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.
16. **Attorneys' Fees.** Each party to this Agreement shall bear its own attorneys' fees and costs in connection with this Agreement or in connection with any action undertaken in compliance with, or relating to, this Agreement.
17. **Effective Date.** This Agreement shall become effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the effective date of this Agreement.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Interlocal Agreement on the dates indicated below.

ATTEST:

**FLAGLER COUNTY, FLORIDA**

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

\_\_\_\_\_  
Leann Pennington, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

DRAFT

ATTEST:

**CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
Kaley Cook, City Clerk

\_\_\_\_\_  
Michael Norris, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcus Duffy, City Attorney

DRAFT