

**CATHERINE D. ROBINSON**  
**MAYOR**

**JOHN ROGERS**  
**VICE-MAYOR**

**DR. ALVIN B. JACKSON, JR.**  
**CITY MANAGER**



*Crossroads of Flagler County*

**COMMISSIONERS:**

**TONYA GORDON**

**TINA-MARIE SCHULTZ**

**PETE YOUNG**

## **BUNNELL CITY COMMISSION MEETING**

**Monday, April 24, 2023**

**STATE OF THE CITY**

**7:00 PM**

1769 East Moody Boulevard (GSB),

Chambers Room

Bunnell, FL 32110

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### **A. Call Meeting to Order and Pledge Allegiance to the Flag**

**Roll Call**

**Invocation for our Military Troops and National Leaders**

### **B. Introductions, Commendations, Proclamations, and Presentations:**

**B.1. Proclamation: Municipal Clerks Week**

**B.2. Presentation: State of the City Address**

### **C. Consent Agenda:**

#### **C.1. Approval of Warrant**

a. April 24, 2023 Warrant

#### **C.2. Approval of Minutes**

a. April 10, 2023 City Commission Meeting Minutes

**C.3. Request approval for the Grand Reserve Phase 3 Proportionate Share Mitigation Agreement.**

### **D. Public Comments:**

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

### **E. Ordinances: (Legislative):**

**E.1. Ordinance 2023-06 Requesting to Voluntarily Annex property totaling 4.5+/- acres of land, owned by Dale Boudreaux, located directly abutting County Road 200 and Favoretta Road. - Second Reading**

**F. Resolutions: (Legislative): None**

**G. Old Business: None**

**H. New Business:**

**I. Reports:**

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**
- **Mayor and City Commissioners**

**J. Call for Adjournment.**

**This agenda is subject to change without notice. Please see posted copy at City Hall, and our website [www.BunnellCity.us](http://www.BunnellCity.us).**

**NOTICE:** If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

**Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.**

**THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.**

***Posted by City Clerk's office on April 17, 2023***



## City of Bunnell, Florida

### ATTACHMENTS:

Description  
Proclamation

Type  
Exhibit



## *Professional Municipal Clerk Week*

*Whereas, The Office of the Professional Municipal Clerk is a time honored and vital part of local government throughout the world; and*

*Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants; and*

*Whereas, Municipal Clerks provide the professional and vital link between citizens, the local governing body and other agencies of government; and*

*Whereas, Professional Municipal Clerks pledge to be mindful of their neutrality and impartiality, rendering equal service to all they assist daily; and*

*Whereas, Professional Municipal Clerks serve as the information center on the functions of local government and within the community; and*

*Whereas, Professional Municipal Clerks continually strive to stay current in the legislation affecting local government and to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and*

*Whereas, It is most appropriate we recognize the accomplishments of and the variety of service provided through the Office of the Professional Municipal Clerk,*

***NOW, THEREFORE, I, Catherine D. Robinson,** by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby recognize the week of April 30<sup>th</sup> through May 6<sup>th</sup>, 2023, as “**Professional Municipal Clerks Week**” and further extend appreciation to our City Clerk, our Deputy Clerk and to all Municipal Clerks across the nation for the vital services they perform and their dedication to the communities they serve.*

*Adopted this 24<sup>th</sup> day of April 2023*

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*Catherine D. Robinson, Mayor*

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*Kristen Bates, CMC, City Clerk*



## City of Bunnell, Florida

### Agenda Item No. B.2.

Document Date: 3/23/2023 Amount:  
Department: City Clerk Account #:  
Subject: Presentation: State of the City Address  
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

#### **Summary/Highlights:**

In accordance with the City Charter, Mayor Robinson will provide the State of the City address.

#### **Background:**

#### **Staff Recommendation:**

#### **City Attorney Review:**

#### **Finance Department Review/Recommendation:**

#### **City Manager Review/Recommendation:**

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR  
CITY MANAGER



**COMMISSIONERS:**

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

## **Bunnell CITY COMMISSION MEETING**

**Monday, April 10, 2023**

**7:00 PM**

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

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### **A. Call Meeting to Order and Pledge Allegiance to the Flag**

Mayor Robinson called the meeting to order at 7:01 PM and led the Pledge to the Flag.

**Roll Call:** Mayor Catherine D. Robinson; Vice Mayor Johns Rogers; Commissioner Tina-Marie Schultz; Commissioner Tonya Gordon; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; City Engineer Marcus DePasquale; Community Development Director Bernadette Fisher; Finance Director Kristie Moss; IT Director Donnie Wines; Deputy City Clerk Bridgitte Gunnells

### **Invocation for Our Military Troops and National Leaders:**

Pastor Daisy Henry led the invocation.

### **B. Introductions, Commendations, Proclamations, and Presentations :**

#### **B.1. Administration of Oath of Office to Newly Elected Officials**

Judge Dennis Craig administered the Oath of Office to Commissioner Toyna Gordon, Commissioner Pete Young, Commissioner John Rogers.

B.2. \*\* There was a brief recess for light refreshments to celebrate the swearing in of Commissioners \*\*

#### **B.3. Proclamation: Crime Victims' Rights Week**

Mayor Robinson read the proclamation into the record. Candace Locke and Michelle Wayne representing Family Life Center, Brianna Miller Victims Advocate Flagler County Sheriff Office, Bikers Against Child Abuse were there to accept the proclamation. Members of Biker's Against Child Abuse present were Red Baron, Umpy, Shipwreck ,Kona, L and Champa.

### **C. Consent Agenda:**

#### **C.1. Approval of Warrant**

##### **a. April 10, 2023 Warrant**

#### **C.2. Approval of Minutes**

##### **a. March 27, 2023 City Commission Meeting Minutes**

#### **C.3. Request Approval to Renew Agreement #2020-02 with Ormond Septic for Sludge Hauling Services**

**Motion:** Approve the Consent Agenda

**Motion by:** Commissioner Schultz  
**Second by:** Commissioner Gordon  
**Board Discussion:** None  
**Public Discussion:** None  
**Vote:** Motion carried unanimously

**D. Public Comments:**

**Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.**

Mari Molina (Flagler Cats non-prophet 2550 N State Street,) stated she called the office to asked to have her water meter in unit 12 turned off. She stated she was transferred to several people. She stated the supervisor of Utilities spoke to her in a rude condescending manner. She asked commissioners for an explanation as to why she must pay a base rate when no water had ever been used in that unit. She stated she has the documentation to prove no usage at Unit 12.

Keith Johnson 450 Old Haw Creek Road reported an ongoing malfunction with the storm drain. He stated in 2017 the ditch first washed out he offered a solution to the Perry from the city. Mr. Johnson had access to free culverts at the time but there was no agreement at the time. Mr. Johnson said it would now cost him \$20,000, he no longer works and would have to refinance his home. He spoke with a Land Use Attorney who advised him to fill in the ditch. He told the Commission he was looking for suggestions.

Daisy Henry- (E Drain Street, Bunnell) asked the commission to look into planting some greenery or flowers to improve the appearance of the Versa Lee Center.

*Mayor Robinson closed the public discussion. Mayor Robinson opened responses by asking what are we going to do if he fills in his ditch because it will not be good when it floods? Commissioner Young replied he had researched the Old Haw Creek Road and suggested The city, county and citizens of that area get together to discuss a solution. City Manager Alvin Jackson stated this is an easement that is off old Haw Creek Road. The mayor questioned research has been done in the history of permits of the area and what may have occurred with Mr. Johnson and the city in the past. She stated this is a main canal. City Attorney Paul*

*Waters explained as it is on private property there is a legal dilemma as the ruling from the Attorney General no public funds can be spent for repairs on private property. Mayor Robinson expressed the attorney General had no clue about the City of Bunnell or about the City's drainage issues. Young reported he has looked at the properties and found debris in the ditches, different size culverts, broken culverts and other properties have built up with dirt. City Engineer Marcus DePasquale stated if the ditch is filled it will back up. Young stated the county has the equipment to clean the ditches, it is just the matter of getting permission to do so on private property. Attorney Waters added the county is in the same dilemma no public funds can be spent on private property. Mayor asks again what are we going to do if he fills the ditch and the homes flood? Vice Mayor makes a motion to clean the ditches and Young agrees. Mayor stated the item needs to be added to the agenda.*

***Motion:** to add the item to the agenda to discuss cleaning the ditches in Old Haw Creek on private property.*

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Young

**Board Discussion:** Commissioner Schultz asks the purpose of purpose of putting the item on the agenda?

**Public Discussion:** None

**Vote:** Motion carried unanimously

**Motion:** to approve in the interest of Public Safety to clean the ditches.

**Motion by:** Vice Mayor Rogers

**Second By:** Commissioner Gordon

**Board Discussion:** Mayor Robinson realizes the legal ramification, but she has a major problem with someone in Tallahassee making a decision that will affect the citizens of Bunnell. Attorney Waters replied it was not the Attorney General alone, but the courts were involved. He stated the city could face challenges. He stated an in-depth engineering study would be required to find a solution which is a huge undertaking. Mayor Robinson stated the city discussed a study but understood the county was going to conduct the study, but no progress has been made in that direction. Attorney Waters stated staff members need time to get together and can only do what is legally possible. City Manager Jackson encouraged the Mayor to read the case law. Vice Mayor stated he would call Wade the City Attorney tonight to see what the city could do. Young suggests a meeting with the citizens.

**Vice Mayor withdrew his motion and Commissioner Gordon withdrew her second.**

**Motion:** to conduct a workshop to discuss solutions for the Haw Creek Road flooding and private property.

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Young

**Board Discussion:** Commissioner Schultz Questioned what would be discussed at the workshop. She questioned how the board would circumvent the law to accommodate private property owners without using public funds. Mayor said staff would come up with suggestions for a solution. Schultz stated she would like a workshop that comes up with solutions for private property owners to correct the issues of their ditches on their private property without using public funds. She stated she understands the board is working on an emotional level and not a practical legal level and she does not want to be sued by the state of Florida as a commissioner breaking Florida law. Mayor Robinson replied she has lived here many years and if the ditch is filled the flooding will be like a hurricane sitting on Bunnell for days. Schultz responded a workshop would be good but there is law that tells the commission what they can and cannot do. She does not think it is in the best interest of the city to break the law and not in the best interests of the city to pay for repairs on private property. Commission Young states his main concern is the road.

**Public Discussion:** Daisy Henry- (503 Drain Street) stated there is still flooding near the Post Office and Dollar Store. The grant for Hyman Circle is not complete and the South Side was endanger of flooding.

**Vote:** Motion carried unanimously

*City Attorney Waters stated he will try to find any legal solution.*

#### **E. Ordinances: (Legislative):**

**E.1. Ordinance 2023-06 Requesting to Voluntarily Annex property totaling 4.5+/- acres of land, owned by Dale Boudreaux, located directly abutting County Road 200 and Favoretta Road. - First Reading**

City Attorney Waters read the short title into the record.

**Motion: Approve 2023-06 Requesting to Voluntarily Annex property totaling 4.5+/- acres of land, owned by Dale Boudreaux, located directly abutting County Road 200 and Favoretta Road. - First Reading**

**Motion by:** Commissioner Gordon

**Second by:** Vice Mayor Rogers

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

#### **F. Resolutions: (Legislative): None**



## G. Old Business: None

## H. New Business:

### H.1. Approval of Rules & Procedures for the City Commission and City of Bunnell Volunteer Board

**Motion:** Approve the Consent Agenda

**Motion by:** Commissioner Schultz

**Second by:** Vice Mayor Rogers

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

### H.2. Commissioner Appointments for Committees and Boards.

Mayor Robinson will continue to serve on the Northeast Florida Regional Council and Flagler League of Mayors.

Chief Brannon will continue to serve on the George Washington Carver Governance Board.

Commissioner Schultz will serve on the Family Life Board.

Vice Mayor Rogers and Commissioner Young will serve on the School Concurrence Committee.

Vice Mayor will serve on the River to Sea TPO.

Mayor, Chair; Vice Mayor, Vice Chair; Commissioners, & Members on the CRA Board.

### H.3. Election of the Vice May 12 month period

**Motion:** to elect Commissioner Rogers to be appointed as Vice Mayor

**Motion by:** Commissioner Gordon

**Second by:** Commissioner Schultz

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

## I. Reports:

- **City Clerk** – reports the State of the City is April 24<sup>th</sup>. Light refreshments will start at 6:15 PM. The State of the City will be broadcast on County Spectrum Channel.
- **Police Chief**- reported the monthly statistics for the department. He stated that the department took part in Autism Awareness Training. Did a presentation UCF restores which provides free services to First Responders for PTSD. They cover in and outpatient service.
- **City Attorney- None**
- **City Manager**- reported the Herbal Company, Vidya, will have a soft opening on the 25 or 26 and he will keep the Commission informed. They will create around 100 new jobs. He asked if they have a preference for a workshop date. Mayor suggested a Monday that does not have a commission meeting.
- **Mayor and City Commissioners**
  - **Commissioner Schultz** – None
  - **Commissioner Gordon** – None
  - **Commissioner Young** recalled the signing something with the city giving permission for the city to come on the private property in Sawmill Estates to

maintain the Pep Tanks. He feels this same type of agreement may be able to happen with the Haw Creek property owners. Commissioner Schultz stated she wants to see that agreement since she lives in Sawmill and has no knowledge of an agreement on Pep Tanks.

- o **Vice Mayor Rogers** – Thank the public for electing him back on the Commission. He invited everyone to come out to the Thai restaurant on behalf of he and Commissioner Young.
- o **Mayor Robinson**- Congratulated the newly elected officials. She appreciates the jobs they do for the city.

**J. Call for Adjournment.**

**Motion:** Adjourn

**Motion by:** Vice Mayor Rogers

**Seconded by:** Commissioner Schultz

**Vote:** Motion carried unanimously

**Meeting adjourned:** 8:24 PM

\_\_\_\_\_  
Catherine D. Robinson, Mayor

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***\*\*The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule\*\****





## *Why is there a need*

B.A.C.A. was founded by a Licensed Clinical Social Worker, Registered Play Therapist/Supervisor, and part time faculty member at Brigham Young University.

The majority of his twenty plus years of practice was spent in the treatment of abused children.

He was acutely aware that the "System" offered much in the way of helping a child's healing process, yet, there were still shortcomings and limitations to keeping the children safe.

Even with court involvement to protect children from further abuse by the issuance of the protective orders and the removal of perpetrators from neighborhoods, it is physically impossible for law enforcement officials to provide protection for these children twenty-four hours a day, indefinitely. Child perpetrators are fully aware of this and continue to find ways to access and further harm their victims. There are cases that do not meet the basic requirements of the rules of evidence, and are summarily closed. Too, there are children who have obviously been abused and are too frightened to provide enough evidence for the cases to be pursued.

Many children who are abused do not qualify for therapy funding, even though research proves that therapy has successfully helped children cope with the after-effects of abuse. Children who feel safe and protected are more capable and likely to tell the truth regarding their abuse. Threats made by an abuser are offset by the presence of dedicated and protective bikers that have now become family.

## **CROSSROADS CHAPTER**

**Daytona Beach, FL  
& Surrounding Areas**

**Helpline (386) 401-9446**

P.O. Box 10057

Daytona Beach, FL 32120

Email: [info@cr-fl.BACAWorld.org](mailto:info@cr-fl.BACAWorld.org)

## *Mission Statement*

### **BIKERS AGAINST CHILD ABUSE**

(B.A.C.A.) exists with the intent to create a safer environment for abused children. We exist as a body of bikers to empower children to not feel afraid of the world in which they live. We stand ready to lend support to our wounded friends by involving them with an established, united organization. We work in conjunction with local and state officials who are already in place to protect children. We desire to send a clear message to all involved with the abused child that this child is part of our organization, and that we are prepared to lend our physical and emotional support to them by affiliation and our physical presence. We stand at the ready to shield these children from further abuse. We do not condone the use of violence or physical force in any manner, however, if circumstances arise such that we are the only obstacle preventing a child from further abuse, we stand ready to be that obstacle.



# **BIKERS AGAINST CHILD ABUSE®**





# Empowerment



## B.A.C.A.®

### *Makes A Difference*

A four-year independent study by professionals in the field has revealed that B.A.C.A. children achieve a statistical significance in:

- Improved Self Confidence
- Diminished Regressive Behavior
- Increased Feeling of Safety
- Empowerment to Testify
- Better Communication
- Reduced Feelings of Guilt
- Decreased Negative Behaviors
- A Sense of Belonging, Acceptance and Independence and Much More

This greatly contributes to expediting the overall healing of the child on many levels, so their fear is quickly replaced with confidence. This conclusive study was published in the *International Journal of Evaluation and Program Planning* and can be found in its entirety on the B.A.C.A. website.

## *Introducing B.A.C.A.®*

You hear a rumble in the distance. You feel the ground trembling beneath your feet, and then you see them: B.A.C.A..

They park their motorcycles and introduce themselves. With a short ceremony a child is welcomed into the B.A.C.A. family. Within a few minutes bonds are formed between a child in need and their new family. Another child will now be empowered by the support B.A.C.A. brings to his/her life.

B.A.C.A. takes a firm stand against all forms of child abuse.



*Help Line*  
**1.866.71.ABUSE**  
**BACAworld.org**

## *After the Initial Visit*

B.A.C.A. offers continuing support. Two B.A.C.A. members are assigned as the child's primary contacts. They will remain in close contact with the child. B.A.C.A. supports each child based upon their individual needs. Some of these services may include: physical presence at the home, visiting the child at school, therapy needs, etc.. B.A.C.A. is available to accompany your child to court and parole hearings. B.A.C.A. maintains funds to aid with the cost of children's therapy when other assistance has been exhausted.

## *Keepers of the Children®*





## City of Bunnell, Florida

### Agenda Item No. C.3.

Document Date: 3/30/2023 Amount:  
Department: Community Development Account #:  
Subject: Request approval for the Grand Reserve Phase 3 Proportionate Share Mitigation Agreement.  
Agenda Section: Consent Agenda:  
Goal/Priority: Increase Economic Base, Infrastructure

#### ATTACHMENTS:

Description	Type
Grand Reserve Phase 3 Proportionate Share Mitigation Agreement	Contract
Exhibit A - Grand Reserve Phase 3 School Capacity Reservation	Exhibit

#### Summary/Highlights:

The applicant DR Horton is requesting a Proportionate Share Mitigation Agreement for Grand Reserve Phase 3. The subject parcel ID is 03-12-30-2980-PARCL-0140. The Flagler County School District is requiring the applicant to obtain this mitigation agreement to fund the future construction of schooling facilities to compensate the influx of students that are estimated to be generated from developments causing the schools to overflow. Grand Reserve Phase 3 is estimated to generate 5 elementary school students, 4 middle school students, and 5 high school students, of which the middle and high schools are already over capacity.

This is in accordance with the Interlocal Agreement for Public School Facility Planning, recorded on October 20, 2022.

#### Background:

The applicant DR Horton is currently in the process to obtain Final Plat approval for Grand Reserve Phase 3. Stated in Section 7.2 under the current Interlocal Agreement (ILA) for Public School Facility Planning, local governments shall not approve a final plat or multi-family residential site plan, or the functional equivalent, until after the applicant has obtained a Certificate of School Concurrence from the School Board.

The applicant is now pursuing a proportionate share mitigation agreement after receiving a School Concurrence letter (Exhibit A) that explained why a mitigation agreement is required. They have submitted the application and paid the fees to the School Board. The mitigation agreement went

before the School Board on March 28, 2023, where it was approved.

Before this agreement can be recorded into the Official Records of Flagler County, they must also receive approval from the City of Bunnell in accordance with the ILA. Once this document is recorded, the applicant will be able to move forward in obtaining Final Plat approval for their development. The School District will provide a copy of the agreement to the Community Development Department after it has been recorded.

**Staff Recommendation:**

Staff recommends approval of the Grand Reserve Phase 3 Proportionate Share Mitigation Agreement.

**City Attorney Review:**

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

After recording return to:  
Planning & Operations  
Flagler County Schools  
P.O. Box 755  
Bunnell, Florida 32110

## **PUBLIC SCHOOL PROPORTIONATE SHARE MITIGATION AGREEMENT**

### **FCSD #23-001. Project-Grand Reserve Phase 3**

This Public School Proportionate Share Mitigation Agreement (hereinafter “Agreement”) is made by and among the FLAGLER COUNTY SCHOOL BOARD, a body corporate and politic of the State of Florida (hereinafter “the District”) and DR HORTON INC. - JACKSONVILLE, whose address is 4220 Race Track Rd., St Johns, FL. 32259, (hereinafter “Applicant”), and the CITY OF BUNNELL, (hereinafter “Local Government”), whose address is 604 E. Moody Blvd, Unit 6. Bunnell, FL 32110.

WHEREAS, the Applicant is the fee simple owner of that certain tract of land commonly known as Grand Reserve Phase 3 Parcel Numbers 03-12-30-2980-PARCL-0140, in Flagler County and more particularly described on Exhibit “A,” attached hereto and incorporate herein (the “Property”). The location of the Property described in Exhibit “A” is illustrated with a map appearing in Exhibit “B;” and

WHEREAS, the Applicant has applied for a development proposal seeking approval of the Local Government to develop sixty (60) Single Family residential dwelling units on the Property, hereinafter referred to as the “Development Proposal”, which is anticipated to generate five (5) elementary school students (“Elementary Students”), four (4) middle school students (“Middle School Students”) and five (5) high school students (“High School Students”); and

WHEREAS, the Local Government and the District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards (“Standards” or “Level of Service” or “Level of Service Standards”), the terms of the current Interlocal Agreement for Public School

Planning between the District and the local governments of Flagler County, recorded at OR Book 2729, Page 1233 in the Official Records of Flagler County, Florida, as may be amended from time to time (“Interlocal Agreement”), and the Local Government’s public school facilities and capital improvement comprehensive plan elements (individually, “Element”; plural, “Elements”); and

WHEREAS, at the time of this Agreement, adequate elementary school capacity is available to accommodate the five (5) elementary school students the Development Proposal is anticipated to generate by the sixty (60) proposed units.

WHEREAS, at the adopted Level of Service, (1) adequate school capacity is not available for, four (4) middle school, and the five (5) high school students generated by the Development Proposal at the Level of Service within the Flagler School District in which the Development Proposal is anticipated to generate without exceeding the adopted Level of Service; and (2) available school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, authorizing the **new** residential dwelling units in the Development Proposal without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in the Flagler School District, or would exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Applicant’s execution of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these **new** residential dwelling units (“Proportionate Share Mitigation”); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of \$304,409, as more specifically depicted or described herein.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follow:

1. INCORPORATION OF RECITALS. The foregoing recitals are true



and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. PARTIES. The District, the Local Government, and the Applicant shall be collectively referred to as the “Parties.”

3. LEGALLY BINDING COMMITMENT. The Parties agree that this Agreement constitutes a legally binding commitment by Applicant to provide Proportionate Share Mitigation for the new residential dwelling units sought to be approved by the Local Government in the Development Proposal for the Property.

4. PROPORTIONATE SHARE MITIGATION CAPACITY RESERVATION. The Parties agree that the payment of Proportionate Share Mitigation in the total amount of \$304,409 for the Development Proposal, is the appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Flagler County School District. Upon final execution of this Agreement, the District shall issue a revised School Concurrency Determination showing adequate capacity is available based upon full payment of this acceptable mitigation option. The duration and effect of this School Concurrency Determination shall be in accordance with the Interlocal Agreement. The District agrees to reserve the allocation of fourteen (14) student stations for the Applicant and Property subject to the Applicant complying with the requirements of this Agreement. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Applicant fails to perform its obligations under this Agreement. Conversely, once the Applicant has completely performed its obligations under this Agreement, the Applicant shall be entitled to rely on the School Concurrency Determination and the capacity reservation for the Development Proposal as set forth herein and such right of reliance shall survive the expiration of this Agreement.

5. SCHOOL IMPACT FEE CREDIT. In accordance with Section 163.3180(6)(h)(2)(b) and 163.31801(5)(a), Florida Statutes, as consideration for the payment of the Proportionate Share Mitigation as described in Section 4 above, the Parties agree that the District shall provide the Applicant a dollar-for-dollar credit in the amount of \$304,409 in school impact fees (“Impact Fee Credits”) in the form of the Flagler County Educational Impact Fee Voucher attached hereto as Exhibit “C” (the “Voucher”). The number of units set forth in the Voucher will be based upon the rate of Impact Fees at the time of the Proportionate Share Mitigation payment. As an example, the current Impact Fee is \$5,450 per single family home. Assuming the first installment payment is in the amount of \$350,000.00, it would

result in a voucher for 64.22 single family home units. If the impact fee rate is increased after the issuance of the Voucher, the Voucher would nevertheless be valued at 64.22 single family residential units. In no event will the Proportionate Share Mitigation required exceed the amount of the Impact Fees due for the Development Proposal. Applicant may assign the Voucher, in whole or in, part, to third-party(ies). Should, at any time, the total number of units set forth in the Development Proposal exceed the number of units set forth in Voucher(s) issued, the Applicant shall pay the then current impact fee amount for each unit above the total amount of units in the issued vouchers. The Applicant shall provide the Voucher(s) to the local government at the time of impact fee payment.

6. TIMING. The Parties agree that the Applicant shall pay the Proportionate Share Mitigation directly to the District at

- a) Thirty percent (30%) or \$91,322.70 within sixty (60) days of final construction site plan approval or final plat approval.
- b) Additional thirty percent (30%) \$91,322.70 on or before twenty-one months (21) months from that date of the first payment.
- c) Additional Thirty percent (30%) \$91,322.70 on or before forty-two (42) months after the date of the first payment.
- d) The final ten percent (10%) \$30,440.90 shall be paid through impact fees in the regular course of business and no credit shall be due for same.

Other than the final ten percent (10%), which shall be due no sooner than residential building permit issuance, the Applicant may prepay the Proportionate Share Mitigation at any time after the final site plan or final plat approval without penalty.

7. IMPACT FEE. The payment of school impact fees shall be the responsibility of each dwelling unit constructed on the Property, and due at the time of building permit issuance.

8. SCHOOL CAPACITY IMPROVEMENT. The District agrees to apply the Proportionate Share Mitigation contributed by the Applicant toward a school capacity improvement in its 5-year Educational Facilities Work Program and if no project can be identified, the District shall set aside the funds, and not spend same until an improvement has been identified which satisfies the demands created by the Development Proposal in accordance with this Agreement.

9. NO GUARANTEE OF LAND USE/ZONING. Nothing in this Agreement shall require the Local Government to approve any development

proposal, land use amendment, or rezoning application associated with the Property described herein.

10. EFFECTIVE DATE. This Agreement shall become effective on the date it is recorded in the Public Records of Flagler County, Florida (the “Effective Date”). If this Agreement is not executed by the Applicant, recorded, and delivered to the District within thirty (30) days after Local Government and District approval of this Agreement, this Agreement shall become void.

11. TERMINATION. This Agreement shall terminate, and Applicant shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the Local Government and the School Board agree to an extension of this Agreement:

- a. The Applicable Local Government does not approve the final plat or final site plan within twelve (12) months from approval of the preliminary plat, or its equivalent, by the Local Government.
- b. The Applicant fails to obtain at least one building permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the site plan, or its equivalent. In such case, unless for good cause shown by the Applicant, this Agreement shall be terminated, and other than any encumbered or reserved school capacity associated with a payment of Proportionate Share Mitigation, shall be returned to its applicable capacity bank and the Applicant shall not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement prior to termination.

12. STATUTORY COMPLIANCE. The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.

13. NOTICES. Any notice, demand, request, consent, approval, or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery, independent courier service, email, or if by mail on the fifth (5<sup>th</sup>) business day after the deposit thereof in the United States Mail, postage prepaid, registered, or certified, addressed as hereinafter provided. Parties shall make reasonable inquiry to determine whether the names of the persons listed in this Agreement should be substituted with the name of the listed

person's successor. Notwithstanding the foregoing, it is not the intent of this Section that formal notice be made for regular or routine communications between the District and Applicant concerning permit requests, site plan reviews or other daily matters related to the Development. All notices, demands, requests, consents, approvals, or communications shall be addressed:

To Applicant at:

D.R. Horton, Inc. – Jacksonville  
Anthony Sharp  
4220 Race Track Rd.,  
St Johns, FL. 32259  
T: 904-421-4612  
Email: aksharp@drhorton.com

To the Local Government at:

City of Bunnell  
604 E. Moody Blvd, Unit 6  
Bunnell, FL 32110  
T: 386-437-7516  
Email: acalderin@bunnellcity.us

To the District at:

Flagler County School Board  
1769 East Moody Blvd. Bldg. #2  
Bunnell, FL 32110  
T: 386-437-7526  
Fax: 386-586-2396  
Email: fcsbplanner@flaglerschools.com

14. RELEASE. Upon the performance of all obligations of all Parties hereto, the School District and the Local Government shall release the Applicant from this Agreement, and the Applicant shall release the School District and the Local Government from all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Applicant's expense in the Official Records of Flagler County, Florida, evidencing such performance.

15. DEFAULT. If any party to this Agreement materially defaults under the terms hereof, then the non-defaulting party(s) shall give the defaulting party(s) thirty (30) days' notice and a right to cure such breach. Should the Applicant of the

Property described herein fail to timely cure a default in meeting their obligations set forth herein, their Concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided and the Property described herein shall lose its right to concurrency under this Agreement, and the Local Government shall cease issuing building permits upon written notice of said default and failure to cure. Notwithstanding the foregoing, any Voucher obtained via payment of Proportionate Share Mitigation shall not be voided but shall entitle the holder the full value of the Voucher. Should the District fail to timely cure a default in meeting their obligations set forth herein, Applicant may seek all remedies available to it in law or equity.

16. VENUE: CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Flagler County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

17. CAPTIONS and PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference

only. They in no way define, describe, extend, or limit the scope or intent of this Agreement.

18. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

19. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

20. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them to carry out the intent of this Agreement.

21. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement

22. ASSIGNMENT. This Agreement runs with the Property. The Applicant may assign its rights, obligations, and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all

the Parties, and such acknowledgement shall not be unreasonably withheld or delayed. At the election of the District, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement for the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of the same.

23. NO THIRD-PARTY BENEFICIARIES. This Agreement is made for the sole benefit and protection of the Parties, their successors and assigns, and no other persons shall have any right of action hereunder.

24. COUNTERPARTS. This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

25. RECORDING OF THIS AGREEMENT. The Applicant shall record this Agreement, at its expense, within fourteen (14) days after full execution, in the Flagler County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.

26. MERGER CLAUSE. This Agreement sets forth the entire agreement among the Parties with regard to the subject matter hereof, and it supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, among the Parties.

27. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, crossclaim, or third-party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

28. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect if doing so would not affect the overall purpose or intent of the Agreement.

29. NO PARTNERSHIP. The execution of this Agreement or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between the District, the Local Government, and Applicant the relationship of principal and agent, or a partnership or joint venture.

[Intentionally Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the District, the Local Government, and the Applicant have caused this Agreement to be executed themselves or by their respective, duly authorized agents, managers, or officers.

**SCHOOL DISTRICT**

Signed, witnessed, executed, and acknowledged on this 28<sup>th</sup> day of March, 2023

WITNESS:

[Signature]  
Print Name: Cathy Mittelstadt  
[Signature]  
Print Name: Dana Holmes

**SCHOOL DISTRICT OF FLAGLER COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida**

By: [Signature]  
Cheryl Massaro  
Print  
Chair  
Title

**STATE OF FLORIDA  
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of  physical present or  online notarization, this 28<sup>th</sup> day of March, 2023, by Cheryl Massaro, BOARD Chair He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

{AFFIX NOTARY STAMP}

[Signature]  
Notary Public

Print  
Name: Kristy J Gavin  
Notary Public, State of  
FLORIDA  
My Commission Expires:  
4-14-2023





**APPLICANT**

Signed, witnessed, executed, and acknowledged on this 24 day of January, 2023  
WITNESS:

APPLICANT:  
D.R. HORTON INC. - JACKSONVILLE

Deborah McClure  
Print Name: Deborah McClure

By: [Signature]

Anthony Sharp  
Print Name: Anthony Sharp

Philip A. Fremento  
Print  
Vice President  
Title

**STATE OF FLORIDA**  
**COUNTY OF ST. JOHNS}**

The foregoing instrument was acknowledged before me by means of  physical present or  online notarization, this 24 day of January, 2023, by Philip A. Fremento, Vice Pres. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

{AFFIX NOTARY STAMP}

\_\_\_\_\_



DEBORAH E. MCCLURE  
Commission # GG 967814  
Expires July 10, 2024  
Bonded Thru Budget Notary Services

Deborah E. McClure  
Notary Public

Print Name: Deborah E. McClure  
Notary Public, State of  
Florida

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



**LOCAL GOVERNMENT  
CITY OF BUNNELL**

*ATTEST:*

By: \_\_\_\_\_  
Kristen Bates, CMC  
City Clerk

\_\_\_\_\_  
Catherine Robinson, Mayor

\_\_\_\_\_  
Date

**WITNESS:**

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

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

Approved as to form and legality.

\_\_\_\_\_  
Vose Law Firm  
City Attorney

**STATE OF FLORIDA  
COUNTY OF FLAGLER}**

The foregoing instrument was acknowledged before me by means of  physical present or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, \_\_\_\_\_ He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

{AFFIX NOTARY STAMP}

\_\_\_\_\_

Notary Public  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibit "A"

A portion of Section 2, Township 12 South, Range 30 East, City of Bunnell, Flagler County, Florida, being a replat of a portion of Parcels 2 and 14 as depicted on Deer Run R-2, a plat recorded

in Map Book 37, pages 80 through 93 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Tract 2-1, as depicted on Grand Reserve Phase 2, a plat recorded in Map Book 39, pages 68 through 73 of said Public Records; thence South 00°43'49" East, along the Westerly line of said Tract 2-1 and its Southerly prolongation, 60.05 feet to a point lying on the Northwesterly right of way line of Lob Wedge Lane, a private 50 foot right of way as presently established; thence South 89°18'08" West, along said Northwesterly right of way line 83.06 feet to the point of curvature of a curve concave Southerly having a radius of 325.00 feet; thence Westerly along said Northwesterly right of way line, through a central angle of 17°16'10", an arc length of 97.96 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 80°40'03" West, 97.59 feet. From said Point of Beginning, thence Southwesterly along the arc of a curve concave Southeasterly having a radius of 325.00 feet, through a central angle of 44°03'00", an arc length of 249.87 feet to point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 50°00'28" West, 243.76 feet; thence South 27°58'58" West, 166.26 feet; thence North 57°52'26" West, 15.81 feet; thence North 22°39'05" West, 125.74 feet; thence North 36°55'09" West, 103.10 feet; thence North 26°48'19" West, 59.61 feet; thence North 27°28'09" West, 97.15 feet; thence North 53°37'09" West, 95.34 feet; thence North 82°53'16" West, 118.67 feet; thence North 80°25'46" West, 61.75 feet; thence North 19°14'06" East, 66.69 feet; thence North 36°57'14" East, 79.60 feet; thence North 14°00'51" East, 90.42 feet; thence North 18°47'15" West, 37.25 feet; thence North 35°53'46" West, 47.70 feet; thence North 73°00'25" East, 45.72 feet; thence South 72°44'58" East, 41.39 feet; thence South 55°16'42" East, 73.67 feet; thence North 71°32'36" East, 74.88 feet; thence North 04°30'17" East, 62.49 feet to a point on a nontangent curve concave Easterly having a radius of 260.00 feet; thence Northerly along the arc of said curve, through a central angle of 12°52'43", an arc length of 58.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°19'41" West, 58.32 feet; thence North 10°53'19" West, 65.22 feet; thence South 88°21'51" West, 42.99 feet; thence South 34°30'26" West, 42.30 feet; thence South 65°35'00" West, 30.49 feet; thence South 85°25'10" West, 49.08 feet; thence North 72°26'08" West, 40.82 feet; thence South 80°59'20" West, 59.40 feet; thence North 21°06'26" West, 68.79 feet; thence North 09°27'58" West, 56.94 feet; thence North 29°37'59" West, 69.53 feet; thence North 58°03'56" West, 91.03 feet; thence North 63°49'43" West, 60.49 feet; thence South 41°40'30" West, 233.66 feet; thence South 02°09'20" East, 43.09 feet; thence South 43°56'24" West, 62.53 feet; thence South 34°33'46" West, 75.01 feet; thence South 11°05'39" West, 52.93 feet; thence South 04°30'32" East, 219.19 feet to a point on a non-tangent curve concave Easterly having a radius of 140.00 feet; thence Southerly along the arc of said curve, through a central angle of 16°41'28", an arc length of 40.78 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 13°10'45" East, 40.64 feet; thence South 84°35'58" East, along a non-tangent line, 97.24 feet; thence South 37°13'38" East, 141.91 feet; thence South 12°34'51" East, 66.36 feet; thence South 17°01'15" West, 99.83 feet; thence South 20°26'57" West, 32.76 feet to a point on a non-tangent curve concave Westerly having a radius of 50.00 feet; thence Southerly along the arc of said curve,

through a central angle of  $42^{\circ}1'17''$ , an arc length of 36.82 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South  $20^{\circ}26'57''$  West, 35.99 feet; thence South  $20^{\circ}26'57''$  West, along a non-tangent line, 35.32 feet; thence South  $02^{\circ}59'04''$  East, 125.89 feet; thence South  $45^{\circ}04'32''$  West, 87.87 feet; thence South  $65^{\circ}32'07''$  West, 30.11 feet; thence North  $29^{\circ}59'04''$  West, 29.36 feet; thence North  $07^{\circ}42'15''$  West, 90.89 feet; thence North  $24^{\circ}00'50''$  West, 106.81 feet; thence North  $13^{\circ}25'41''$  West, 120.45 feet; thence North  $03^{\circ}45'16''$  West, 79.19 feet; thence North  $36^{\circ}52'32''$  West, 127.42 feet; thence North  $06^{\circ}11'47''$  East, 146.82 feet; thence North  $04^{\circ}16'43''$  West, 117.14 feet; thence North  $51^{\circ}07'00''$  West, 93.73 feet; thence South  $80^{\circ}36'39''$  West, 16.20 feet; thence North  $04^{\circ}24'29''$  West, 37.74 feet; thence North  $06^{\circ}11'08''$  East, 46.21 feet; thence North  $40^{\circ}56'00''$  East, 101.16 feet; thence North  $50^{\circ}16'42''$  East, 148.70 feet; thence North  $21^{\circ}17'12''$  West, 108.98 feet; thence North  $20^{\circ}58'09''$  West, 52.73 feet; thence North  $22^{\circ}58'40''$  East, 360.96 feet to the point of curvature of a curve concave Southeasterly having a radius of 130.00 feet; thence Northeasterly along the arc of said curve, through a central angle of  $40^{\circ}04'34''$ , an arc length of 90.93 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $43^{\circ}00'57''$  East, 89.09 feet; thence North  $63^{\circ}03'14''$  East, 273.68 feet to the point of curvature of a curve concave Southwesterly having a radius of 115.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $122^{\circ}25'19''$ , an arc length of 245.72 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $55^{\circ}44'06''$  East, 201.57 feet; thence Southeasterly along the arc of a curve concave Northeasterly having a radius of 75.00 feet, through a central angle of  $60^{\circ}29'23''$ , an arc length of 79.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $24^{\circ}46'08''$  East, 75.55 feet; thence South  $55^{\circ}00'50''$  East, 387.17 feet; thence South  $37^{\circ}39'22''$  East, 223.55 feet; thence South  $27^{\circ}50'01''$  East, 208.35 feet; thence South  $00^{\circ}38'01''$  West, 110.90 feet to the point of curvature of a curve concave Northeasterly having a radius of 60.00 feet; thence Southeasterly along the arc of said curve, through a central angle of  $61^{\circ}45'45''$ , an arc length of 64.68 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $30^{\circ}14'52''$  East, 61.59 feet; thence South  $61^{\circ}07'44''$  East, 108.20 feet to the point of curvature of a curve concave Westerly having a radius of 55.00 feet; thence Southerly along the arc of said curve, through a central angle of  $87^{\circ}55'10''$ , an arc length of 84.40 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $17^{\circ}10'09''$  East, 76.36 feet; thence South  $26^{\circ}47'26''$  West, 101.22 feet; thence South  $28^{\circ}37'05''$  East, 39.66 feet; to the point of curvature of a curve concave Northwesterly having a radius of 30.00 feet; thence Southwesterly along the arc of said curve, through a central angle of  $109^{\circ}59'02''$ , an arc length of 57.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $26^{\circ}22'26''$  West, 49.14 feet; thence South  $81^{\circ}21'57''$  West, 95.78 feet; thence South  $17^{\circ}58'02''$  East, 92.59 feet to the Point of Beginning.

Less and except from the above description the following:

..

All of Tract C-12 (Conservation Easement QQQ) as depicted of Deer Run R-2, a plat recorded in Map Book 37, pages 80 through 93 of the Public Records of Flagler County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Tract 2-1, as depicted on Grand Reserve Phase 2, a plat recorded in Map Book 39, pages 68 through 73 of said Public Records; thence South  $00^{\circ}43'49''$  East, along the Westerly line of said Tract 2-1 and its Southerly prolongation, 60.05 feet to a point lying on the Northwesterly right of way line of Lob Wedge

Lane, a private 50 foot right of way as presently established; thence South 89°18'08" West, along said Northwesterly right of way line 83.06 feet to the point of curvature of a curve concave Southerly having a radius of 325.00 feet; thence Westerly along said Northwesterly right of way line, through a central angle of 17° 16' 1 0", an arc length of 97 .96 feet, said arc being subtended by

a chord bearing and distance of South 80°40'03" West, 97.59 feet; thence North 17°58'02" West, 92.59 feet; thence South 77°00'21" West, 25.90 feet; thence North 12°59'39" West, 415.87 feet to the Point of Beginning.

From said Point of Beginning, thence South 41 °33' 17" West, 70.24 feet; thence South 58°58'44" West, 65.57 feet; thence North 57°40' 19" West, 151.92 feet to a point on a non-tangent curve concave Easterly having a radius of 190.00 feet; thence Northerly along the arc of said curve, through a central angle of 14°02' 12", an arc length of 46.55 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 17°54'25" West, 46.43 feet; thence North 10°53'19" West, 74.80 feet; thence North 33°33'08" East, 16.22 feet; thence North 57°23'28" East, 133.37 feet; thence South 64°26'48" East, 75.27 feet; thence South 54°19'02" East, 103.50 feet; thence South 01°25'38" West, 92.21 feet; thence South 41°33'17" West, 17 .23 to the Point of Beginning.

Containing 24.51 acres, more or less.

Exhibit "B"





Exhibit "C"

[the "Voucher"]



# FLAGLER COUNTY EDUCATIONAL IMPACT FEE VOUCHER

Voucher No: \_\_\_ / \_\_\_

Pursuant to the Proportionate Share Mitigation Agreement between Flagler County School Board (FCSB), \_\_\_\_\_, a Florida Limited Liability company (hereinafter "Applicant") and the \_\_\_\_\_ (hereinafter "Local Government") made on \_\_\_\_\_, 202\_ Applicant is providing Proportionate Share Mitigation in the amount of \$\_\_\_\_\_ to reserve capacity.

**Payment Amount/Current Impact Fee = Number of Credits Issued**

Payment Date: \_\_\_\_\_ Current Impact Fee: \_\_\_\_\_  
Payment \$: \_\_\_\_\_ Credits Issued: \_\_\_\_\_

Pursuant to Florida law Applicant is entitled to school impact fee credits on a dollar-for-dollar basis. Each credit shall be for one (1) **single-family** residential unit education impact fee. This voucher shall be applied to the **single-family** residential unit educational impact fee due from a permit application for the below-described lot/unit, pursuant to the Proportionate Share Mitigation Agreement for the \_\_\_\_\_ Development, File Number \_\_\_\_\_.

Builder:  
Street Address:  
Lot/Parcel ID:  
Signature of Builder:

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

\_\_\_\_\_  
(signature of an authorized agent of the School Board)

**ONCE A CERTIFICATE IS REDEEMED A COPY MUST BE RETURNED TO FCSB**

**PLANNERS OFFICE**

**P.O. Box 755**

**Bunnell, FL 32110**



flaglerschools  
Engage. Educate. Empower.

**BOARD OF EDUCATION**

Cheryl Massaro  
Chairman  
District 5

Dr. Colleen Conklin  
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District 3

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Flagler-Palm Coast H.S.

Isabella Tietje  
Student School Board Member  
Matanzas H.S.

Cara Cronk  
Principal of the Year  
Buddy Taylor Middle School

Amy Neuenfeldt  
Assistant Principal of the Year  
Indian Trails Middle School

James Gambone  
Teacher of the Year  
Flagler-Palm Coast H.S.

Judy Gallo  
Employee of the Year  
Food & Nutritional Services

Cathy Mittelstadt  
Superintendent

January 9, 2023

Anthony Sharp  
D.R. Horton, Inc. – Jacksonville  
4220 Race Track Rd.  
St. John's, FL 32259

RE: 23-001 Grand Reserve Phase 3

Dear Mr. Sharp

We received your request for a School Capacity Reservation for the Grand Reserve Phase 3 development. After careful review, we find that the Middle School and the High School that service this area are currently over capacity. Attached is the School Concurrency Impact Analysis as of Jan. 9, 2023. (Please note that the student station cost change monthly)

A proportionate share mitigation agreement will be required prior to any Final Plat approval. Your Proportionate Share Mitigation total will be capped at the lesser of the total Impact Fees for the Development or the Proportionate Share Total. You will receive Impact Fee Credit Vouchers for all proportionate share payments.

Should you desire to pursue mitigation, you will need to submit that request in writing, along with the mitigation fee of \$2,500.00, made out to Flagler Schools. Please forward this request to my attention.

Should you have any questions please contact me at (386) 586-5192 ext. 1224.

Thank you,

Kory Bush  
Director of Plant Services  
[FCSBPlanner@flaglerschools.com](mailto:FCSBPlanner@flaglerschools.com)

cc: City of Bunnell

"An Equal Opportunity Employer"

Grand Reserve Phase 3 CMTT: Proportionate Share Calculator	ES:				MS:				HS:				TOTAL PROPORTIONATE SHARE
	ES Single Family	ES Multifamily	ES Mobile Home	ES Total	MS Single Family	MS Multifamily	MS Mobile Home	MS Total	HS Single Family	HS Multifamily	HS Mobile Home	HS Total	
<b>Project Overview</b>	<b>UNDER CAPACITY</b>				<b>OVER CAPACITY</b>				<b>OVER CAPACITY</b>				
Housing Units Proposed	60	0	0	60	60	0	0	60	60	0	0	60	
(x) Generation Rate	0.082	0.027	0.072		0.051	0.016	0.043		0.080	0.011	0.044		
(=) Development Impact (Total # Students Generated)	5	0	0	5	4	0	0	4	5	0	0	5	14
(-) Available Seats				909				0				0	
(=) Net Dev. Impact (# Student Stations to Mitigate)				0				4				0	
(x) Total Cost (per Student Stations)				\$ 26,860				\$ 29,006				\$ 37,677	9
(=) Proportionate Share				\$ -				\$ 116,024				\$ 188,385	\$ 304,409

Impact Fee Credit Calculation	Single Family	Multi Family	Mobile Home	Total
Total Residential Units	60	0	0	60
(x) Impact Fee Rate	5,450	1,360	2,150	
(=) Impact Fee Credit Maximum	327,000	0	0	327,000
Total Impact Fees	327,000	0	0	327,000

Proportionate Share Summary	Prop Share
(=) Proportionate Share Total	\$ 304,409
Maximum Impact Fee Credit (Included in Proportionate Share)	\$ 327,000

**(Proportionate share total not to exceed Max Impact Fee Credits)  
(Impact Fee Credits may be applied in the form of Vouchers)**

8/2021 Generation Rates Utilized  
DOE 7/2022 Student Station Cost Factors  
10/1/2022 Impact Fee Rate  
January 2023 Student Station Costs

**Student station costs change monthly**

TYPE	TOTAL SGR
Single Family	0.213
Multi Family	0.054
Mobile Home	0.159

PAYMENT SUMMARY	
Total Fiscal Impact of Project	\$ 304,409
<b>Proportionate Share</b>	<b>\$ 304,409</b>
Estimated Total Impact Fees*	\$ 327,000
Maximum Impact Fee Credit	\$ 327,000
*Based on current adopted impact fee rate. Impact fees are subject to change.	





## City of Bunnell, Florida

### Agenda Item No. E.1.

Document Date: 3/27/2023 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2023-06 Requesting to Voluntarily Annex property totaling 4.5+/- acres of land, owned by Dale Boudreaux, located directly abutting County Road 200 and Favoretta Road. - Second Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Increase Economic Base

#### ATTACHMENTS:

Description	Type
Ordinance 2023-06 Boudreaux Annexation	Ordinance
Location Map	Location Map(s)

#### Summary/Highlights:

This is a request by Dale Boudreaux to voluntarily annex property totaling 4.5+/- acres located directly abutting County Road 200 and Favoretta Road. The properties are identified by Parcel ID: 16-13-31-2000-00030-0070 and 16-13-31-2000-00030-0080 by the Flagler County Property Appraiser's Office.

This matter was last heard at the April 10, 2023 City Commission Meeting. At this meeting, the City Commission voted to approve the proposed ordinance. This matter was advertised and noticed in accordance with Florida Statutes. The Flagler County Board of County Commissioners was provided written notice on March 17, 2023 and the Ordinance was advertised in the Palm Coast Observer on April 13, 2023 and April 20, 2023.

#### Background:

The applicant, Dale Boudreaux, owns property totaling 4.5+/- acres of land located in unincorporated Flagler County. Mr. Boudreaux has petitioned for voluntary annexation into the City of Bunnell. The properties are currently vacant. The applicant plans to expand their tree nursery business to these properties.

The properties have a Flagler County Future Land Use Map designation of "Residential Low Density/Rural Estates" and a Flagler County zoning classification of "MH-1, Rural Mobile Home." The applicant will seek to change both designations to City of Bunnell designations.

Section 171.044 of the Florida Statutes contains specific requirements that govern the process of voluntary annexation. The City is required to provide notice to the County Administrator on behalf of the County Commission. The statute prohibits voluntary annexation if the annexation will result in the creation of an enclave of unincorporated county land completely surrounded by a municipality.

Voluntary annexations must be contiguous and reasonably compact. Per Section 171.031, Florida Statutes, contiguous means that a substantial part of a boundary of the property to be annexed is coterminous with a part of the boundary of the municipality. Compactness is defined as "the concentration of a piece of property in a single area precluding any action which creates enclaves, pockets, or finger areas in serpentine patterns".

The subject property is contiguous, and the boundary of the property is coterminous with the City's corporate limits on its entire southeastern boundary. The subject property is compact, and the action of annexation will not create a county enclave.

**Staff Recommendation:**

Adopt Ordinance 2023-06 Requesting to Voluntary Annex a 4.5+/- acre parcel of land, owned by Dale Boudreaux, located directly abutting County Road 200 and Favoretta Road. - Second Reading

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

**ORDINANCE 2023-06**

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 4.5± ACRES OWNED BY DALE BOUDREAUX LOCATED DIRECTLY ABUTTING COUNTY ROAD 200 AND FAVORETTA ROAD, BEARING PARCEL ID: 16-13-31-2000-00030-0080 AND 16-13-31-2000-00030-0070 WHICH IS CONTIGUOUS TO THE CITY OF BUNNELL IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*, AND OTHER CONTROLLING LAW; REDFINING THE BOUNDARIES OF THE CITY OF BUNNELL TO INCLUDE SAID PROPERTY; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF FLAGLER COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Dale Boudreaux is hereby determined to be the owner of the real property described below; and

**WHEREAS**, Dale Boudreaux petitioned, pursuant to Section 171.044, *Florida Statutes*, for voluntary annexation of said properties into the municipal limits of the City of Bunnell which totals approximately 4.5 acres in size and is located directly abutting County Road 200 and Favoretta Road; and

**WHEREAS**, Dale Boudreaux is the owner of the properties being described by Tax Identification Parcel Number as follows:

<b>Tax Identification Parcel Number</b>	<b>Owner</b>
16-13-31-2000-00030-0080	Dale Boudreaux
16-13-31-2000-00030-0070	Dale Boudreaux

**WHEREAS**, City staff on March 17, 2023, have reviewed and recommended approval of the annexation of said properties to the City Commission of the City of Bunnell and has accomplished all actions required under the *Code of Ordinances of the City of Bunnell* and State law; and

**WHEREAS**, the City Commission, upon the recommendation of City staff and the City Attorney, has determined that all of the properties which are proposed to be annexed

into the City of Bunnell is within an unincorporated area of Flagler County, is reasonably compact and contiguous to the corporate areas of the City of Bunnell, Florida and it is further determined that the annexation of said properties will not result in the creation of any enclave, and it is further determined that the properties otherwise fully complies with the requirements of State law; and

**WHEREAS**, the City Commission of the City of Bunnell, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

**WHEREAS**, the City Commission of the City of Bunnell, Florida hereby determines that it is to the advantage of the City of Bunnell and in the best interests of the citizens of the City of Bunnell to annex the afore described properties; and

**WHEREAS**, the provisions of Section 166.031(3), *Florida Statutes*, provide that a municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Florida Department of State; and

**WHEREAS**, the provisions of Section 171.091, *Florida Statutes*, provide as follows: Recording – Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area; and

**WHEREAS**, the metes and bounds legal descriptions and the map attached hereto Exhibits “A” and “B” shows, describes, and depicts the properties which are hereby annexed into the City of Bunnell.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, AS FOLLOWS:**

**Section 1. Legislative and Administrative Findings/Annexation of Property.**

(a) The recitals set forth above in the “whereas clauses” are hereby adopted as legislative findings of the City Commission of the City of Bunnell.

(b) The properties that are the subject of this Ordinance consists of the following parcels of land assigned the Tax Identification Parcel Numbers set forth above and being specifically described in Exhibits “A” and “B”, said properties being situated in Flagler County, Florida, and said properties are hereby annexed into and are hereby made a part of the City of Bunnell, Florida pursuant to the voluntary annexation provisions of Section 171.044, *Florida Statutes*, and other controlling law.

**Section 2. Effect of Annexation.**

Upon this Ordinance becoming effective, the property owners of the said properties shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City of Bunnell, Florida as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Bunnell, Florida and the provisions of said Chapter 171, *Florida Statutes*.

**Section 3. Administrative Actions.**

(a) Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Flagler County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b) The City Manager, or designees within City management staff, shall ensure that the properties annexed by this Ordinance are incorporated into the *City of Bunnell Comprehensive Plan*, the Official Zoning Map of the City of Bunnell in an expeditious manner and the map of the City Limits of the City of Bunnell.

(c) The City Manager, or designees, are hereby authorized and directed to legally describe and map the existing City Limits of the City of Bunnell and to take any and all appropriate actions or propose actions to the City Commission as may be authorized in accordance with controlling law.

**Section 4. Conflicts.**

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise to be invalid, unlawful, or unconstitutional.

**Section 6. Codification.**

The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Bunnell by the City Manager, or designee(s), and the City Manager, or designee(s), is/are hereby directed to take any and all appropriate actions relative to the land use planning documents of the City pertaining to the property annexed pursuant to this Ordinance.

**Section 7. Effective Date.**

This Ordinance shall take effect immediately upon passage and adoption.

First Reading: approved on this 10<sup>th</sup> day of April 2023

Second Reading/Final Reading: adopted on this 24<sup>th</sup> day of April 2023.

**CITY COMMISSION, City of Bunnell, Florida.**

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

Catherine D. Robinson, Mayor

Approved for form and content by:

\_\_\_\_\_

Vose Law Firm, City Attorney

Attest:

\_\_\_\_\_

Seal:

Kristen Bates, CMC, City Clerk

## Exhibit "A" METES AND BOUNDS LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR PARCEL ID 16-13-31-2000-00030-0080:

BEING A PORTION OF THE MAP OF FAVORETTA, INCLUDING THE UN-NAMED ALLEYS AND ROADS LYING WITHIN, PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN A PORTION OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL LYING IN PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF COUNTY ROAD 200 (A 50' INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT). THIS PARCEL INCLUDES ALL THE UN-NAMED ALLEYS AND ROADS LYING WITHIN THE FOLLOWING DESCRIPTION. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING A FOUND 4" X 4" CONCRETE MONUMENT, D.D. MOODY PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD #94045; THENCE NORTH 89 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TRACT 5, BLOCK A AND THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 21, A DISTANCE OF 381.95 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF COUNTY ROAD 200 (A 50' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 53 MINUTES 48 SECONDS EAST ALONG THE SAID SOUTHEASTERLY LINE, A DISTANCE OF 16.64 FEET TO A FOUND 5/8" IRON ROD & CAP LB 7230 MARKING THE NORTHWESTERLY CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2089, PAGES 1265 AND 1266, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 39 DEGREES 32 MINUTES 15 SECONDS EAST ALONG THE SOUTHERWesterly LINE OF SAID PARCEL, A DISTANCE OF 348.48 FEET; THENCE SOUTH 50 DEGREES 27 MINUTES 45 SECONDS WEST, A DISTANCE OF 631.90 FEET TO A POINT OF INTERSECTION ON THE EASTERLY RIGHT-OF-WAY EASEMENT LINE FOR FAVORETTA ROAD (A 100' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY

EASEMENT PER O.R. 1806, PAGE 1459, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA), SAID POINT BEING ON A CURVE AND SAID LINE BEING NON-RADIAL TO CURVE, CONCAVE EASTERLY AND TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE 01 DEGREES 40 MINUTES 10 SECONDS, A RADIUS OF 486.00 FEET, A CHORD BEARING NORTH 19 DEGREES 56 MINUTES 47 SECONDS EAST, A CHORD DISTANCE 14.16 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 14.16 FEET TO A POINT OF TANGENT; THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY EASEMENT LINE OF SAID FAVORETTA ROAD NORTH 20 DEGREES 46 MINUTES 52 SECONDS EAST, A DISTANCE OF 690.25 FEET TO A POINT OF INTERSECTION ON THE SOUTHEASTERLY RIGHT-OF-WAY EASEMENT LINE OF AFORESAID COUNTY ROAD 200; THENCE NORTH 51 DEGREES 53 MINUTES 48 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 3.39 FEET TO A TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THAT CERTAIN 100 FOOT INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT AS IN USE FOR FAVORETTA ROAD AS DESCRIBED IN EXHIBIT "A", PER OFFICIAL RECORD BOOK 1806, PAGES 1459 – 1460, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.6 ACRES MORE OR LESS.

**AND**

LEGAL DESCRIPTION FOR PARCEL ID 16-13-31-2000-00030-0070:

BEING A PORTION OF THE MAP OF FAVORETTA, INCLUDING THE UN-NAMED ALLEYS AND ROADS LYING WITHIN, PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN A PORTION OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT BOOK 1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. LYING IN PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF COUNTY ROAD 200 (A 50' INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT) AND WESTERLY OF FAVORETTA ROAD (A 100' INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT). THIS PARCEL INCLUDES ALL THE UN-NAMED ALLEYS AND ROADS LYING WITHIN THE FOLLOWING DESCRIPTION. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

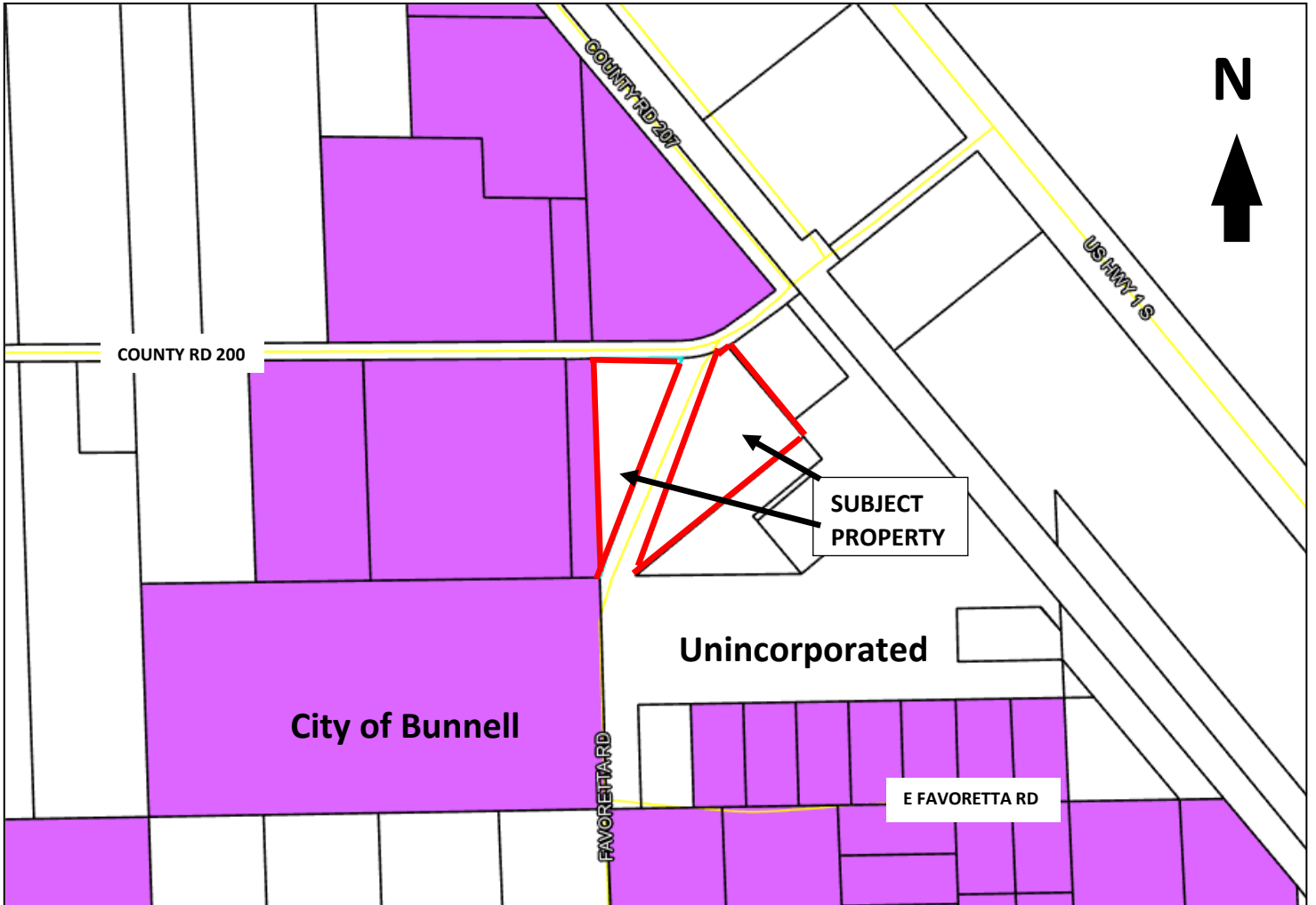
AS A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4), SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 5, BLOCK A, MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PER PLAT



BOOK1, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING A FOUND 4" X 4" CONCRETE MONUMENT, D.D. MOODY PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD # 94045; THENCE SOUTH 01 DEGREES 56 MINUTES 12 SECONDS EAST ALONG THE WESTERLY LINE OF SAID TRACT 5, BLOCK A, OF SAID MAP OF BUNNELL AND THE WESTERLY LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 21, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY LINE OF COUNTY ROAD 200 (A 50' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT), SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 200, A DISTANCE OF 262.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY EASEMENT LINE FOR FAVORETTA ROAD (A 100' WIDE INGRESS, EGRESS & UTILITIES RIGHT-OF-WAY EASEMENT LINE PER O.R. 1806, PAGE 1459, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA); THENCE SOUTH 20 DEGREES 46 MINUTES 52 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY EASEMENT LINE OF SAID FAVORETTA ROAD, A DISTANCE OF 626.73 FEET TO A POINT OF CURVE, CONCAVE EASTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE 05 DEGREES 07 MINUTES 12 SECONDS, A RADIUS 586.00 FEET, A CHORD BEARING SOUTH 18 DEGREES 13 MINUTES 17 SECONDS WEST, A CHORD DISTANCE 52.35 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 52.36 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID TRACT 5, BLOCK A; THENCE SOUTH 89 DEGREES 29 MINUTES 34 SECONDS WEST ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 2.24 FEET TO A FOUND 5/8" IRON ROD AND CAP LABELED LB 3612, SAID POINT BEING ON THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER (1/4) OF AFORESAID, SECTION 21 AND BEING THE SOUTHWEST CORNER OF SAID TACT 5, BLOCK A; THENCE NORTH 01 DEGREES 56 MINUTES 12 SECONDS WEST ALONG SAID WESTERLY LINE OF SAID TRACT 5, BLOCK A AND THE WESTERLY LINE OF SAID NORTHEAST ONE-QUARTER, SECTION 21, A DISTANCE OF 633.85 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND IN USE FOR FAVORETTA ROAD AS DESCRIBED IN EXHIBIT "A", PER OFFICIAL RECORD BOOK 1806, PAGES 1459 – 1460, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL BEING IN THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.9 ACRES MORE OR LESS.

**Exhibit "B" LOCATION MAP**



Location Map

