

RETURN TO:
City Clerk
City of Bunnell
604 E. Moody Blvd., Suite 3
Bunnell, FL 32110

DEVELOPMENT AGREEMENT 2025-01
(Phoenix Crossings)

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this _____ day of _____, 2025, by and between the **CITY OF BUNNELL**, a political subdivision of the State of Florida (the “**City**”), and the owner of the subject property, Abundant Life Ministries – Hope House, Inc., a Florida Corporation (the “**Owner**”) (the Owner and the City may be collectively referred to as the “**Parties**”).

WHEREAS, the Owner owns the fee simple title to certain real property consisting of approximately 7.5+/- acres located off of North Bay Street, in the City of Bunnell, Florida, and identified by Tax Parcel Identification Numbers 10-12-30-0850-02490-0020, 10-12-30-0850-02680-0000, and 10-12-30-0850-02130-0030 (the “**Property**”); and

WHEREAS, the Owner desires to develop the Property for a multifamily affordable housing development named Phoenix Crossings (the “**Project**”); and

WHEREAS, the Property has Future Land Use Map designations consisting of Multifamily and Industrial; and

WHEREAS, professional City planning staff and the City of Bunnell City Commission find that this Agreement is consistent with the City’s Comprehensive Plan and Land Development Code (the “**LDC**”) and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

WHEREAS, this is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, Florida Statutes.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Recitals.

The recitals set forth above are true and correct and are incorporated herein by reference.

Section 2. Unified Ownership.

(a) The Owner hereby represents and warrants to the City that it is the principal owner of the Property in accordance with the Quit Claim Deed provided by the Owner, recorded in Book 966, Page 1980 in the Public Records of Flagler County, Florida.

(b) The Applicant, Abundant Life Ministries–Hope House, Inc. or its successors has and shall maintain unified ownership of the Property.

Section 3. Overall Development Plan.

(a) The overall development plan for the Project, to be called Phoenix Crossings, shall consist of the approved major site plan (Application Number MJSP 2023-15), prepared by Alann Engineering Group, Inc., and this Agreement.

(b) The legal description of the Property is attached as Exhibit “A”.

(c) The Planning, Zoning and Appeals Board, at their April 1, 2025 meeting, reviewed the major site plan for the Project and conditionally approved the major site plan for which such letter of approval is incorporated in this Agreement by reference as Exhibit “B”.

(d) The Property shall be developed substantially in accordance with the approved major site plan.

Section 4. Phasing of Development.

The development of the Property shall occur in three (3) phases as indicated in the approved major site plan.

Section 5. Access to the Property.

Access to the Project site shall be via a public roadway connected to North Bay Street. The applicant intends to dedicate the entirety of Parcel ID: 10-12-30-0850-02490-0020, by quit claim to the City for their use as right-of-way, drainage, utilities, and access. This will be provided by a separate instrument. The remaining rights-of-way, Elkin Street, will remain public rights-of-way and will be improved to City standards by the Owner.

Section 6. Water Meters.

The City shall have 24/7 unobstructed access to the water meters located on private property serving Parcel ID: 10-12-30-0850-02130-0030 and be granted the right to turn off the City-owned water meters located on Parcel ID: 10-12-30-0850-02130-0030 if necessary for a non-payment event.

Section 7. Sanitary Sewer.

The Owner shall be obligated to maintain and repair the proposed 10” gravity sanitary sewer traversing the property [including, but not limited to, SS MH1, SS MH2, and SS MH3], as shown and detailed in the approved major site plan, in case of any gravity sanitary sewer utility failure.

Section 8. Stormwater.

The Owner agrees to hold the City harmless for the maintenance and repair of the proposed storm sewers within the public rights-of-way, the proposed water mains on private property, and the proposed 10” gravity sewer traversing the private property along with any associated utility appurtenances necessary for their proper function. Any mandatory maintenance performed by the City, and not the owner, for the stormwater

retention ponds, stormwater canals, and other drainage features or appurtenances will be billed to the owner for costs of labor and materials.

Section 9. Hold Harmless.

The Owner agrees to hold the City harmless for the maintenance and repair of the proposed storm sewers within the public rights-of-way, the proposed water mains on private property, the proposed 10” gravity sewer traversing the private property along with any associated utility appurtenances necessary for their proper function, and the maintenance and repair of any ornamental landscaping within City rights-of-way and/or City property.

Section 10. Successors and Assigns.

This Agreement runs with the Property, and the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement.

Section 11. Effective Date.

This Agreement shall become effective immediately upon being recorded in the Public Records of Flagler County, Florida.

APPROVED this _____ day of _____, 2025, by the City of Bunnell, Florida.

CITY COMMISSION, City of Bunnell, Florida

Attest:

Kristen Bates, CMC, City Clerk

By: _____
Catherine D. Robinson, Mayor

Seal:

Approved for form and consent by:

Vose Law Firm, City Attorney

WITNESSES:

Brian Kelley

Witness 1

Brian Kelley
Print Name of Witness 1
1108 So. State St. Unit 107
Bunnell, FL 32110

Address of Witness 1

Arthur P. Lefebvre

Witness 2

Arthur P. Lefebvre
Print Name of Witness 2
1108 So. State St. Unit 107
Bunnell, FL 32110

Address of Witness 2

**Abundant Life Ministries-Hope
House, Inc, a Florida Corporation
[OWNER]**

By: Sandra Shank

Name: Sandra Shank

Title: CEO

Date: 5/19/2025

Exhibit "A"

Legal Description of the Property

ALL OF BLOCK 249, EXCEPT LOT 1 IN SECTION 15, TOWN OF BUNNELL, AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALL LOTS IN BLOCK 268 AND 269, PLAT OF BUNNELL, AS RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

Exhibit "B"

Phoenix Crossings Major Site Plan Letter of Approval

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



COMMISSIONERS:

PETE YOUNG

DAVID ATKINSON

DEAN SECHRIST

May 14, 2025

Sandra Shank
Abundant Life Ministries-
Hope House Inc.
P.O. Box 354925
Palm Coast, FL 32135

RE: Major Site Plan Approval for Phoenix Crossings Project
Parcel ID: 10-12-30-0850-02130-0030, 10-12-30-0850-02680-0000, and
10-12-30-0850-02490-0020
Application No. MJSP 2023-15

Dear Ms. Shank,

The Bunnell City Commission has **approved** your appeal and reversed the Planning, Zoning and Appeals Board's decision for denying your request for approval of the major site plan for the Phoenix Crossings project on **May 12, 2025**. Therefore, the major site plan for the Phoenix Crossings project, located on vacant parcels that are assigned Tax Parcel IDs: 10-12-30-0850-02130-0030, 10-12-30-0850-02680-0000, and 10-12-30-0850-02490-0020, is hereby **approved** with the following conditions:

1. The development agreement addressing concerns regarding ingress/egress, rights-of-way, stormwater management, potable water and sewer must be approved and executed by the City Commission prior to any building permits being issued.
2. Please obtain and provide to the City a St. Johns River Water Management District (SJRWMD) Environmental Resource Permit as necessary for the proposed construction with regards to stormwater management. The SJRWMD permit shall be provided to the City prior to the issuance of any building permits.
3. On Sheet C014, revise "Palm Harbor Parkway" to "North Bay Street" under sequence of major activities.
4. On Sheet C006, the dead-end sign at the entrance point from Elkin Street into Phoenix Way was provided but was incorrectly placed on Elkin Street at the end of Elkin Street. Please place the dead-end sign within Phoenix Way and the entry point to Phoenix Way.
5. On Sheets C012 and C013, provide the City with a 30' wide Sanitary Sewer Easement with labeled Metes and Bounds describing the easement and tying to a property corner for the existing 15" gravity sanitary sewer which crosses parcel 10-12-30-0850-

02130-0030 in a west to east direction. Please call out the proposed 30' wide easement, with metes and bounds description, within the Civil plan set on plan sheets C007 and C012. The applicant shall also provide the metes and bounds easement in a recordable format as approved by the City, and recorded in the Clerk of Court of Flagler County, Florida, after which a copy is to be provided to the City.

6. The alley ways and rights-of-way located within the subject parcels must be vacated prior to the issuance of any building permits.
7. All land and/or easements must be donated or executed with the proper instruments, as described herein and in the development agreement, prior to the release of the site plan pursuant to Section 22-7 in the Land Development Code.

This approval is valid for **three years**, during which time the necessary permit(s) must be obtained for the project. Site plan approval is not an authorization to begin work and does not relieve the Engineer of Record, the contractor or the owner from the responsibility of obtaining construction permits from the City of Bunnell or any other governmental entity asserting concurrent jurisdiction over this project. Prior to the issuance of any construction permits, copies of all outside agency approvals must be submitted to the Community Development Department.

These condition(s) will need to be satisfied prior to the issuance of any building permits. Please submit the updated plans to the Department of Community Development. A copy of the approved plans and any supporting documents shall be given to the project contractor along with this letter once all conditions have been satisfied. One set of the approved stamped set of plans must be available at the job site at all times once construction permits have been issued. The City will inspect the project site during construction using these approved plans. Any work done contrary to these plans will be rejected.

Should field conditions require deviations from the approved plans, the City must be notified, and approval of the changes must be obtained before proceeding with the revised work. During construction, the appropriate City inspectors shall be called for inspections. If any work is to be done in the public rights-of-way, the City infrastructure Director, Dustin Vost, shall be notified prior to commencement. Prior to release of the first building permit for the project, a mandatory pre-construction meeting **must** be requested by the owner, contractor, or Engineer of Record. Requests and meeting date coordination shall be made to Marcus DePasquale at mdepasquale@bunnellcity.us.

Before final building inspection and issuance of the Certificate of Occupancy, a Certificate of Completion by the Engineer of Record and required as-built plans shall be submitted to the City with a request for a final site inspection. The project Engineer of Record shall be available to attend the final inspection, if requested by the City. Once the project is complete and approved by the City, the property must be maintained in accordance with the approved plans. In the event the property is sold, the original owner is required to inform the new owner of his or her continuing obligation to maintain the property in accordance with the plans.

If you have any questions, please feel free to contact me via email at acalderin@bunnellcity.us or by phone at (386) 263-8809.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrian Calderin', with a long horizontal line extending to the right.

Adrian Calderin
Community Development Coordinator
Planning & Zoning Division