

1 **PALM COAST 145**  
2 **MASTER PLAN DEVELOPMENT AGREEMENT**

3 **THIS MASTER PLAN DEVELOPMENT AGREEMENT**, (herein referred to as the  
4 “Development Agreement”) is made and executed this \_\_\_\_day of \_\_\_\_, 2016, by  
5 and between the **CITY OF PALM COAST**, a Florida municipal corporation (herein  
6 referred to as the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida,  
7 32164, and the owner of the subject property, **Palm Coast 145, LLC**, a Florida limited  
8 liability company (herein referred to from time-to-time as the “Owner” regardless of  
9 whether singular or plural ownership status) whose address is 7070 NW 84<sup>th</sup> Ave,  
10 Parkland, Florida 33067.

11  
12 ***WITNESSETH:***

13  
14 **WHEREAS**, Palm Coast 145, LLC, is the principal owner and developer of a 145 (+/-  
15 ) acre site, as more particularly described on **Exhibit “A” (“Property” or “Subject**  
16 **Property”)**; and

17  
18 **WHEREAS**, the Subject Property has a Future Land Use Map designation of  
19 Industrial, Residential and Conservation.

20 **WHEREAS**, the Owner is in voluntary agreement with the conditions, terms, and  
21 restrictions hereinafter recited, and has agreed voluntarily to their imposition as an  
22 incident to development of the Subject Property; and

23 **WHEREAS**, the City of Palm Coast Planning and Land Development Regulation  
24 Board (PLDRB) and City of Palm Coast City Council finds that this Development  
25 Agreement is consistent with the City’s Comprehensive Plan and Land Development

1 Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth  
2 herein are necessary for the protection of the public health, safety, and welfare of the  
3 citizens of the City; and

4 **WHEREAS**, the City of Palm Coast City Council further finds that this Agreement is  
5 consistent with and an exercise of the City's powers under the *Municipal Home Rule*  
6 *Powers Act*, Article VIII, Section 2(b) of the *Constitution of the State of Florida*; Chapter  
7 166, *Florida Statutes*; the *City of Palm Coast City Charter*, other controlling law; and the  
8 City's police powers; and

9 **WHEREAS**, this is a non-statutory Development Agreement which is not subject to or  
10 enacted pursuant to the provisions of Sections 163.3220 -163.3243, *Florida Statutes*.

11 **NOW, THEREFORE**, it is hereby resolved and agreed by and between the City and  
12 the Owner that the Master Plan Development is approved subject to the following terms  
13 and conditions:

14 **SECTION 1. RECITALS.**

15  
16 The above recitals are true and correct and are incorporated herein by this  
17 reference and form a material part of this Development Agreement upon which the City  
18 and the Owner have relied.

19 **SECTION 2. REPRESENTATIONS OF OWNER.**

20 (a). The Owner hereby represents and warrants to the City that it is the principal  
21 Owner of the Subject Property in accordance with the title opinion or title certification  
22 provided by the Owner to the City issued by an attorney or title insurance company  
23 licensed to provide services in the State of Florida with said title opinion or certification  
24 showing all liens, mortgages, and other encumbrances not satisfied or released of record  
25

1 relative to the Subject Property.

2 (b). The Owner represents and warrants to the City that it has the power and  
3 authority to enter into and consummate the terms and conditions of this Development  
4 Agreement; that all acts, approvals, procedures, and similar matters required in order to  
5 authorize this Development Agreement have been taken, obtained or followed, as the  
6 case may be; that this Development Agreement and the proposed performance of this  
7 Development Agreement by the Owner is not an *ultra vires* act; and that, upon the  
8 execution of this Development Agreement by the parties, this Development Agreement  
9 shall be valid and binding upon the parties hereto and their successors in interest.

10  
11 **SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT**

12 (a). The City Council at its business meeting of \_\_\_\_\_2016,  
13 approved a Master Plan Development for the Subject Property subject to the terms and  
14 conditions of this Development Agreement.

15  
16 (b). The Owner acknowledges that if this Development Agreement is ever  
17 terminated, the approval shall be deemed null and void and the land uses approved for  
18 the Subject Property shall no longer be permitted, unless otherwise approved by the City  
19 Council.

20 (c). The current provisions of the LDC, as may be amended from time-to-time,  
21 shall be applicable to the Subject Property unless otherwise specifically stated herein.  
22 Any City Code provision not specifically so identified will not be affected by the terms of  
23 this Agreement, and will be subject to enforcement and change under the same criteria  
24 as if no Agreement were in effect.  
25

1 **SECTION 4. PROJECT DESCRIPTION**

2 The property shall contain two sections Residential and Commercial.

3  
4 (a). Residential.

5 (1) Multi-Family

6 The portion of the Property designated as Multi-Family will consist of a maximum  
7 348 multi-family attached dwelling units. These buildings will be a mixture of two (2) and  
8 three (3) stories. The two-story building shall be no more than 24 feet in height and the  
9 three-story building shall be no more than 36 feet in height. The Multi-Family buildings  
10 shall be no closer than 424 feet from the Eastern property line and 420 feet from the  
11 Northern property line. The multi-family dwelling units may be developed for either fee  
12 simple, condominium, or apartment rental form of ownership. Supplemental performance  
13 standards for these units shall be as set forth in Section 7. The LDC applicable to MFR-  
14 1 shall regulate development or performance standards not identified in this MPD  
15 Agreement-Development Agreement.

16  
17 The residential common area improvements will be maintained and managed under one  
18 or more property owner's associations. If more than one property owner's association is  
19 created on the Property, a Master Association will be created. The development plan for  
20 Palm Coast 145 is generally outlined below and depicted on the MPD Conceptual Master  
21 Plan which is attached as **Exhibit "B"** hereto (the "Master Plan"). The Master Plan  
22 contains a level of detail satisfactory to permit the Subject Property to proceed directly to  
23 preliminary plat. Site Plans may be submitted simultaneously with preliminary plat(s)  
24 subject to review approval as provided for in the LDC.

1 (b) Commercial - The portion of the Property designated as Commercial on the  
2 Master Plan shall include up to 350,000 square feet of general commercial and shopping  
3 center development to include uses permitted (P) or uses only approved by special  
4 exception (S) as provided for in the LDC under the COM-2 designation. Special Exception  
5 shall be approved in accordance with Chapter 2 of the Land Development Code. A  
6 request for a Special Exception shall not be deemed an amendment to this Development  
7 Agreement or change in zoning. Uses noted with (L) are noted to have additional  
8 limitations from the Land Development Code specific to that use but not all limited uses  
9 are so indicated. The commercial area may be subject to its own property owner's  
10 association and may not necessarily be subject to a proposed Master Association.  
11 Access to the residential areas of the Subject Property shall be provided via a common  
12 roadway traversing through the commercial area and shall be platted in connection with  
13 development of the residential areas.

14 (c). Temporary Sales/Construction Trailers and Model Units - Temporary sales  
15 and construction trailers and model units may be located within the MPD, subject to  
16 review and approval at the time of site development plan approval in accordance with the  
17 LDC.

18 (d). Common Areas – Common areas are located throughout the MPD and shall  
19 include open space, landscape areas, recreation (active and passive) as well as sales  
20 centers.

21  
22 **SECTION 5. DEVELOPMENT PLAN**

23 (a) The Master Plan depicts the general layout of the entire development. The  
24 exact location of structures, lot lines, roadways, internal landscape buffers, wetlands,  
25

1 drainage facilities and other improvements shown on the Master Plan may be modified  
2 during review of the site development plans and Subdivision plat and plans.

3 (b) Adjustments to the Master Plan are anticipated to occur during the site  
4 development plan and subdivision plat review processes. Revisions which meet the  
5 intent and purpose of the City's Comprehensive Plan and LDC shall be approved by the  
6 Land Use Administrator (LUA), if the substantial integrity of the original Master Plan and  
7 the development standards contained herein are maintained. Any modification to the  
8 Master Plan that increases the intensity or types of development uses, increases building  
9 heights, reduces the total amount of open space, or decreases the size of any perimeter  
10 buffer within the Property shall require the approval of the City Council following the  
11 review and recommendation of the Planning and Land Development Regulation Board  
12 (PLDRB).

13 (c) The MPD may be developed in multiple phases. All infrastructure  
14 necessary to support each phase of the MPD shall be constructed with that phase as a  
15 condition of site development plan or preliminary plat approval.  
16

17 **SECTION 6. LAND DEVELOPMENT CODE APPLICABILITY**

18 (a) The Land Development Code applies to the Property and development  
19 within it, unless expressly otherwise provided in this MPD.

20 (b) The requirements of this Section supersede any inconsistent provisions of  
21 the LDC or other ordinances of the City.

22 (1) Wetlands and Wetland Buffer. After the issuance of an  
23 Environmental Resource Permit by the St. Johns River Water Management District  
24 (SJRWMD), a conservation easement in favor of the SJRWMD shall be recorded.  
25

1 Conservation Easements including the upland buffer shall not be included within  
2 development lots. A minimum 25' upland buffer shall be provided around all wetland  
3 areas not being impacted by development. Where wetlands are impacted by the  
4 development plan, buffering and mitigation, consistent with the SJRWMD permit, shall be  
5 provided. Activities within the upland buffer shall be limited to removal of invasive  
6 vegetation, installation of essential utilities and permitted trail crossings. Wetlands and  
7 wetland buffers shall be regulated by the LDC.

8 (2) Stormwater. The Property is being developed with privately  
9 maintained roads and a privately maintained drainage system. Stormwater runoff from  
10 the Project will be conveyed to on-site stormwater retention systems by means of grassed  
11 swales, curb gutters, and an underground drainage pipe system. The stormwater  
12 retention systems onsite may be interconnected with such systems on adjacent sites,  
13 subject to approval of the St. Johns River Water Management District and the City. The  
14 City and Owner/Developer will coordinate at time of site plan or plat review to ensure that  
15 offsite drainage will not be affected by the onsite improvements.  
16

17 (3) Roadways/Rights-of-Way. Internal access to all residential  
18 structures and the amenities shall be provided by rights-of-way to be maintained by the  
19 Associations. Cul-de-sacs shall have a 120' right-of-way diameter and a 100' pavement  
20 diameter. A 110' right-of-way diameter may be used where no sidewalk is constructed.  
21 Islands may be constructed in the cul-de-sacs so long as a minimum asphalt roadway  
22 width of twenty-four (24) feet is maintained. All roadways, turn lanes and signalization  
23 that are internal to the Project will be constructed in accordance with applicable City  
24  
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standards and the LDC. Upon development of the lands shown on the Master Plan, emergency vehicle access shall be permitted through the Property at all times.

(4) Landscape. Efforts to preserve and enhance the project design will be achieved through adjustments of building, parking, roadway and stormwater location (as outlined below) and through supplemental landscaping that will blend with the natural vegetation yet carefully accentuate the residential areas, commercial areas, entrances, and other common spaces. All reasonable efforts shall be made to preserve existing native trees and vegetation on the site.

General landscaping around parking lots, roadways, entrances, residential buildings, and other common areas will be landscaped with ornamental and native plant materials and in accordance with the LDC. These areas will be landscaped to include pockets of preserved trees, enhanced street frontage landscaping, garden courtyards, foundation and other types of landscaping to reflect outdoor spaces and to blend with the natural vegetation. All ornamental landscape beds and lawn areas will have supplemental irrigation. Florida Water Star landscaping standards are encouraged where feasible.

(5) Signage. All signage shall be regulated per the LDC. Directional signage for recreation and other amenities may be provided throughout the development. Directional signs shall be uniform and consistent in design throughout the residential community and shall be located in a tract or easement designated for signage and maintained by common property association or CDD (if approved by the City). Directional signage may include the identity of the facility or amenity.



1 The residential entrance signs on US 1 may be located within the area designated  
2 as commercial within an easement or tract adjacent to US 1.

3 Neighborhood identity signs may be located along the main internal road in  
4 accordance with residential entrance sign criteria in the LDC.

5 The project's commercial signage within the area designated as commercial shall  
6 comply with the provisions of the LDC for such property. All signage will be consistent  
7 and uniform in design. All signs will comply with the setbacks and sight clearance  
8 requirements of the LDC.

9 (6) Entry Features. Entry Features and signs are to be regulated per the  
10 LDC. Entry features and signs may be constructed at the entrance/exit to the project in  
11 approximate locations as shown on the Master Plan. The Owner reserves the right to  
12 construct secured entry gates. Vehicular access shall be designed to accommodate  
13 emergency vehicle access at both access locations, pursuant to dimensional  
14 requirements defined by the LDC.  
15

16 (7) Roads, Streets and Alleys. The Property is being developed with  
17 privately maintained roads.

18 (8) School Bus Stops. Improved school bus stops (benches/pads) for  
19 use by residents shall be provided.

20 (9) Recreation. Recreation facilities shall be provided consistent with  
21 Comprehensive Plan level of service standard.

22 (10) Pedestrian / Bicycle Access. A pedestrian / bicycle system shall  
23 provide connection between residential and commercial areas, structures, commercial  
24 development and amenities, and for access and passive recreation needs. A multi-use  
25

1 path will be provided along US 1 frontage to connect the project to existing multi-use path  
2 system including benches.

3  
4 (11) Lighting. Decorative pole mounted lighting fixtures shall be provided  
5 throughout the MPD. Additional landscape lighting may include low level lighting and  
6 occasional accent lighting. The locations of such fixtures shall be further described at the  
7 time of site development plan approval.

8 (12) Florida Black Bear Protection. Florida black bear have been heavily  
9 documented in this area of Palm Coast. To minimize the potential of human-bear  
10 conflicts, Bear Smart Community practices shall be integrated into the project elements.

11 The following activities shall be conducted.

12 (a) Prepare a bear conflicts assessment of the project area and  
13 surrounding areas.

14 (b) Prepare a human-bear conflicts management plan that is  
15 designed to address the bear and land use conflicts identified in the  
16 previous step.

17 (c) As part of a new resident's welcome package, bear aware  
18 information shall be provided as part of a continuing education program.

19 (d) Management of solid waste shall be at the core of the  
20 management plan. Bear proof trash receptacles and dumpsters are  
21 required for residential and non-residential land uses.  
22  
23  
24  
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(e) At no cost to the City of Palm Coast, recreation amenities shall be made available for bear outreach events at a minimum of once per year.

(13) Wildfire Mitigation. The Project will incorporate principles of Firewise communities, which may include, but not be limited to: (i) the use of select building materials which are fire resistant, (ii) community design principles, such as lot vegetation management, use of landscaping materials, and suggesting fire break at perimeters, and (iii) the provision of Firewise educational material. Moreover, the Owner, at its election, may cut or remove understory growth consistent with the principles of Firewise communities to minimize the threat of wildfires.

(14) Neighboring Property Perimeter Buffers. Owner will provide 100' perimeter buffers between proposed development and existing neighboring residential properties. Owner will make all efforts to leave this "buffer" in its current natural condition. If a buffer cannot be preserved in its natural condition, then supplemental landscaping will be provided meeting the requirements of the LDC.

**SECTION 7. SITE DEVELOPMENT PLAN**

(a) The following table lists the site development requirements that are applicable within the Property.

**Table of Site Development Requirements**

TYPE	MULTI-FAMILY (MFR-1)	COMMERCIAL (COM-2) <sup>2</sup> & AMENITY CENTER
Lot Width Minimum	100'	100'
Lot Size Minimum	2,500 Sq.Ft.	N/A
Living Area Minimum	650 Sq.Ft.	N/A
Height Maximum <sup>1</sup>	36'	75'

Setbacks from Street Minimums	N/A	Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater
Front Setback Minimum	20'	N/A
Interior Side Yard Setback Minimum	0'	10'
Rear Setback Minimum	15'	10' Interior boundary
Side Street Setback Minimum	15'	N/A
Max Impervious Surface Ratio (ISR)	.70	.70
Maximum Floor Area Ratio (FAR)	N/A	.40

<sup>1</sup> Roof heights shall be measured in accordance with LDC

<sup>2</sup> Commercial development standards not identified in MPD shall follow LDC.

<sup>3</sup> Impervious is calculated on the whole project rather than individual lots.

**Additional Dimensional Requirements**

1. All setbacks will be measured from the lot line to the foundation of the structure.

(b) Emergency Services. Fire protection requirements for the Project will be met through a system of fire hydrants installed on the site by the Owner in accordance with City standards. The locations of fire hydrants will be shown on the final site plans or Subdivision Plans. The water requirements for the fire system will be served by the City.

(c) Parking. Parking shall comply with the LDC

(d) Maintenance. The Common Areas and other land that are owned or controlled by a property owner's association will be maintained by the property owner's association.

(e) Services. All services for the Property, including utilities, fire protection, solid waste, telephone, electricity, cable television, fiber optics, and stormwater management shall be provided by the responsible parties. All new utilities

1 serving the project shall be installed underground except wells and pump stations.  
2 Existing wells and pump stations and overhead power lines shall not be required to be  
3 placed underground. Water and wastewater services are to be provided by the City of  
4 Palm Coast.

5 **SECTION 8. BREACH; ENFORCEMENT; ALTERNATIVE DISPUTE RESOLUTION.**

6 (a). In the event of a breach hereof by either party hereto, the other party hereto  
7 shall have all rights and remedies allowed by law, including the right to specific  
8 performance of the provisions hereof.

9 (b). In the event that a dispute arises under this Development Agreement, the  
10 parties shall attempt to resolve all disputes informally. In the event of a failure to informally  
11 resolve all disputes, the City and Owner agree to engage in mediation before a certified  
12 Circuit Court mediator selected by the parties. In the event that the parties fail to agree  
13 to a mediator, a certified mediator may be selected by mutual consent of the City and the  
14 Owner. The parties shall equally pay all costs of mediation. A party who unreasonably  
15 refuses to submit to mediation may not later object in Circuit Court that the other party  
16 failed to comply with this Section 8(b) by not participating in the mediation prior to filing  
17 suit.  
18

19 (c). Prior to the City filing any action or terminating this Development Agreement  
20 as a result of a default under this Development Agreement, the City shall first provide the  
21 Owner written notice of the said default. Upon receipt of said notice, the Owner shall be  
22 provided a thirty (30) day period in which to cure the default to the reasonable satisfaction  
23 of the City prior to the City filing said action or terminating this Development Agreement.  
24 If thirty (30) days is not a reasonable period of time in which to cure the default, the length  
25

1 of the cure period shall be extended for a time period acceptable to the City, but in no  
2 case shall the cure period exceed ninety (90) days from the initial notification of default.  
3 Upon proper termination of the Development Agreement, the Owner shall immediately be  
4 divested of all rights and privileges granted hereunder.

5 **SECTION 9. NOTICES.**

6 (a). All notices required or permitted to be given under this Agreement must be  
7 in writing and must be delivered to the City or the Owner at its address set forth below (or  
8 such other address as may be hereafter be designated in writing by such party).

9 (b). Any such notice must be personally delivered or sent by registered or  
10 certified mail, overnight courier, facsimile, or telecopy.

11 (c). Any such notice will be deemed effective when received (if sent by hand  
12 delivery, overnight courier, telecopy, or facsimile) or on that date which is three (3) days  
13 after such notice is deposited in the United States mail (if sent by registered or certified  
14 mail).  
15

16 (d). The parties' addresses for the delivery of all such notices are as follows:

17 As to the City: City Manager  
18 160 Lake Avenue  
19 Palm Coast, Florida, 32164

20 As to the Owner: Palm Coast 145, LLC  
21 7070 NW 84<sup>th</sup> Ave  
22 Parkland, FL 33067

23 **SECTION 10. SEVERABILITY.**

24 It is hereby declared to be the intention of the City Council that the sections,  
25 paragraphs, sentences, clauses and phrases of this Code are severable, and if any  
phrase, clause, sentence, paragraph or section of this Code shall be declared

1 unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such  
2 unconstitutionality shall not affect any of the remaining phrases, clauses, sentences,  
3 paragraphs and sections of this Agreement.

4 **SECTION 11. SUCCESSORS AND ASSIGNS.**

5 (a). This Development Agreement and the terms and conditions hereof shall be  
6 binding upon and inure to the benefit of the City and Owner and their respective  
7 successors-in-interest. The terms and conditions of this Development Agreement  
8 similarly shall be binding upon the property and shall run with the land and the title to the  
9 same.

10 (b). This Development Agreement touches and concerns the Subject Property.

11 (c). The Owner has expressly covenanted and agreed to this provision and all  
12 other terms and provisions of this Development Agreement.

13 **SECTION 12. GOVERNING LAW/VENUE/COMPLIANCE WITH LAW.**

14 (a). This Development Agreement shall be governed by and construed in  
15 accordance with the laws of the State of Florida and the Code of Ordinances of the City  
16 Of Palm Coast.

17 (b). Venue for any dispute shall be in the Seventh Judicial Circuit Court in and  
18 for Flagler County, Florida.

19 (c). The Owner shall fully comply with all applicable local, State, and Federal  
20 environmental regulations and all other laws of similar type or nature.

21 (d). Without waiving the Owner's potential rights, remedies and protections or  
22 the City's defenses pursuant to Chapter 70 of the Florida Statutes, as may be amended,  
23 this Development Agreement shall not limit the future exercise of the police powers of the  
24  
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1 City to enact ordinances, standards, or rules regulating development generally applicable  
2 to the entire area of the City, such as requiring compliance with the City capital facilities  
3 plan; parks master plan, including parks and trail dedications; utility construction and  
4 connections; mandating utility capacities; requiring street development or other such  
5 similar land development regulations and requirements.

6 (e). If state or federal laws are enacted after execution of this Agreement, which  
7 are applicable to and preclude the parties' compliance with this Agreement, this  
8 Agreement shall be modified or revoked as necessary to comply with the relevant law.

9 (f). This Development Agreement shall also not be construed to prohibit the  
10 City from adopting lawful impact fees applicable to the Owner and the Master Plan  
11 Development authorized hereunder.

12 **SECTION 13. TERM / EFFECTIVE DATE.**

13 This Development Agreement shall be effective upon adoption by the City Council  
14 of the City of Palm Coast, Florida and execution of this Development Agreement by all  
15 parties.  
16

17 **SECTION 14. RECORDATION.**

18 Upon adoption by the City Council of the City of Palm Coast, Florida and execution  
19 of this Development Agreement by all parties, this Development Agreement and any and  
20 all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of  
21 Flagler County within thirty (30) days after its execution by the City and the Development  
22 Agreement shall run with the land.

23 **SECTION 15. PERMITS.**

24 (a). The failure of this Development Agreement to address any specific City,  
25



1 County, State, or Federal permit, condition, term, or restriction shall not relieve the Owner  
2 or the City of the requirement of complying with the law governing said permitting  
3 requirements, conditions, terms, or restrictions.

4 (b). The terms and conditions of this Development Agreement determine  
5 concurrency for the project.

6 (c) All development and impact fees charged by the City for construction or  
7 development of subdivisions or site plans shall be paid by the Owner at the time the City  
8 issues a building permit or a certificate of occupancy.

9 **SECTION 16. THIRD PARTY RIGHTS.**

10 This Development Agreement is not a third party beneficiary contract, and shall  
11 not in any way whatsoever create any rights on behalf of any third party.  
12

13 **SECTION 17. TIME IS OF THE ESSENCE.**

14 (a). Strict compliance shall be required with each and every provision of this  
15 Development Agreement.

16 (b). Time is of the essence to this Development Agreement and every right or  
17 responsibility required herein shall be performed within the times specified.

18 **SECTION 18. ATTORNEY'S FEES.**

19 In the event of any action to enforce the terms of this Development Agreement, the  
20 prevailing party shall be entitled to recover reasonable attorneys' fees, paralegals' fees,  
21 and all costs incurred, whether the same be incurred in a pre-litigation negotiation,  
22 litigation at the trial, or appellate level.

23 **SECTION 19. FORCE MAJEURE.**

24 The parties agree that in the event that the failure by either party to accomplish  
25

1 any action required hereunder within a specific time period (“Time Period”) constitutes a  
2 default under terms of this Development Agreement and, if any such failure is due to any  
3 unforeseeable or unpredictable event or condition beyond the control of such party  
4 including, but not limited to, acts of God, acts of government authority (other than the  
5 City’s own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power  
6 failure, shortages of labor or materials, injunction or other court proceedings beyond the  
7 control of such party, or severe adverse weather conditions (“Uncontrollable Event”), then  
8 notwithstanding any provision of this Development Agreement to the contrary, that failure  
9 shall not constitute a default under this Development Agreement and any Time Period  
10 prescribed hereunder shall be extended by the amount of time that such party was unable  
11 to perform solely due to the Uncontrollable Event.

12 **SECTION 20. CAPTIONS.**

13 Sections and other captions contained in this Development Agreement are for  
14 reference purposes only and are in no way intended to describe, interpret, define, or limit  
15 the scope, extent or intent of this Development Agreement, or any provision hereof.  
16

17 **SECTION 21. INTERPRETATION.**

18 (a). The Owner and the City agree that all words, terms and conditions  
19 contained herein are to be read in concert, each with the other, and that a provision  
20 contained under one (1) heading may be considered to be equally applicable under  
21 another in the interpretation of this Development Agreement.

22 (b). This Development Agreement shall not be construed more strictly against  
23 either party on the basis of being the drafter thereof, and both parties have contributed to  
24 the drafting of this Development Agreement subject, however, to the provisions of Section  
25

19.

1  
2 **SECTION 22. FURTHER ASSURANCES.**

3 Each party agrees to sign any other and further instruments and documents  
4 consistent herewith, as may be necessary and proper to give complete effect to the terms  
5 of this Agreement.

6 **SECTION 23. COUNTERPARTS.**

7 This Development Agreement may be executed in any number of counterparts,  
8 each of which shall be deemed an original, but all of which, taken together, shall constitute  
9 one (1) and the same document.

10 **SECTION 24. MODIFICATIONS / AMENDMENTS/NON-WAIVER.**

11 (a). Amendments to and waivers of the provisions herein shall be made by the  
12 parties only in writing by formal amendment. This Development Agreement shall not be  
13 modified or amended except by written agreement executed by all parties hereto and  
14 upon approval of the City Council of the City of Palm Coast.  
15

16 (b). Failure of any party hereto to exercise any right hereunder shall not be  
17 deemed a waiver of any such right and shall not affect the right of such party to exercise  
18 at some future date any such right or any other right it may have.

19 **SECTION 25. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.**

20 This Development Agreement constitutes the entire agreement between the  
21 parties and supersedes all previous oral discussions, understandings, and agreements  
22 of any kind and nature as between the parties relating to the subject matter of this  
23 Development Agreement.  
24  
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**(SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE)**

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1           **IN WITNESS WHEREOF**, the City and Citation Boulevard Investments, LLC have  
2 caused this Development Agreement to be duly executed by his/her/its/their duly  
3 authorized representative(s) as of the date first above written.

4 **OWNER'S/APPLICANT'S CONSENT AND COVENANT:**

5           **COMES NOW**, the Owner on behalf of itself and its successors, assigns and  
6 transferees of any nature whatsoever, and consents to and agrees with the covenants to  
7 perform and fully abide by the provisions, terms, conditions and commitments set forth in  
8 this Development Agreement.  
9

10 WITNESSES:

Palm Coast 145, LLC

11 \_\_\_\_\_

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

12 \_\_\_\_\_  
13 (print)

Print name: \_\_\_\_\_

14 \_\_\_\_\_

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

15 \_\_\_\_\_  
16 (print)

17 STATE OF FLORIDA  
18 COUNTY OF \_\_\_\_\_

19           The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
20 \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_  
21 of Palm Coast 145, LLC, a Florida limited liability company, (check one)  who is  
22 personally known to me or  who produced \_\_\_\_\_ as  
23 identification.

24 \_\_\_\_\_  
Notary Public – State of Florida

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

My Commission expires: \_\_\_\_\_

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
Milissa Holland, Mayor

ATTEST:

\_\_\_\_\_  
Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
William E. Reischmann, Jr., City Attorney

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Milissa Holland, Mayor of the City of Palm Coast, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public – State of Florida

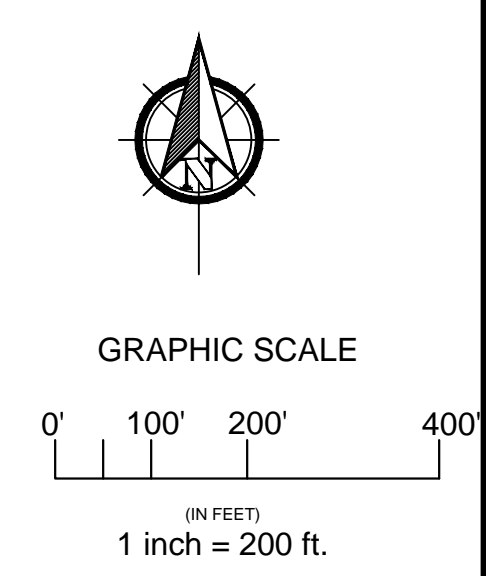
Print Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



City Use

NOTE: CONCEPTUAL MASTER PLAN REFLECTS 59 ACRES OF OPEN SPACE TO MEET CITY LDC REQUIREMENT OF 40% OPEN SPACE FOR A MASTER PLANNED DEVELOPMENT.



Date: 12-14-16
Scale: 1" = 200'
Drawn: jwk
Checked By: MB
Revisions:

Michael Beebe  
Florida LA# 0000927

**CONCEPTUAL MASTER PLAN  
EXHIBIT "B"**

**BEEBE & ASSOCIATES, INC.**  
Golf Course Design, Renovation, Landscape Architecture & Consulting  
250 Palm Coast Parkway NE, Suite #607, PMB128, Palm Coast, Florida 32137-8225  
Phone: (386) 331-1202 Fax: (386) 446-6306 Email: michael@beebesassociates.com

**PALM COAST 145, LLC  
MPD AGREEMENT  
PALM COAST, FL**



**EX-B**  
Sheet 1