

CITATION ESTATES
SECOND
~~CITATION ESTATES AMENDED AND RESTATED MPD AGREEMENT~~
MASTER PLANNED DEVELOPMENT AGREEMENT

1.0 Introduction:

This is ~~an the second~~ amended and restated ~~Master Planned Development~~Planned Unit Development Agreement (~~this "PUMPD Agreement"~~) amending an existing Planned Unit Development ("PUD") ~~Agreement in order~~ to develop Citation Estates (the "Project") on approximately One Hundred Twenty Five (125) acres of land generally located at the northeast corner of Belle Terre Boulevard and Citation Boulevard, Palm Coast, Florida, and more particularly described in the Legal Description ~~and Sketch of Legal~~ attached hereto as ~~Exhibits 1 & 2 hereto~~ (the "Property"). The original PUD Agreement was recorded at Official Records Book 1246, Page 864 of the Public Records of Flagler County, Florida, ~~which was amended by Ordinance 2008-04 in February 2008.~~ The Property is owned by ~~Miral Corp~~MM&M Enterprises, LLC, a Nevada limited liability company, Miral Corp ~~an Arizona Florida corporation, and Avalon Properties Corp, an Arizona Corporation.~~ ~~Fourth Dimension Development LLC, a Florida limited liability company, and Citation Estates, LLC, a Florida limited liability company~~ (the "Owners"). The Applicants' address is c/o Michael D. Chiumento III, Chiumento ~~Selis Dwyer, P.L., 145 City Place, Suite 301, Palm Coast, Florida 32164~~ & ~~Guntharp P.A., 4 Old Kings Road North, Suite B, Palm Coast, Florida 32127~~ and c/o Robert W. Richmond II, V.P., 145 Cypress Point Parkway, Suite 105, Palm Coast, Florida 32137.

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The Palm Coast Land Development Code ("LDC"), building codes, zoning ordinances and other land development regulations of the City of Palm Coast ("City"), as may be amended from time to time, will be applicable to the Property unless otherwise stated herein.

2.0 Project Description:

2.1 General: The Project shall be a mixed use, residential ~~PUD~~MPD and will consist of (a) ~~397-287~~ multi-family residential units, (b) 86 single family lots, (c) ~~72 town homes,~~ (d) ~~108 bed assisted living facility~~ and (e) ~~135,000 square feet of commercial/retail space~~ ~~a 15.6-acre commercial parcel~~, as depicted on the ~~PUD-MPD~~ Conceptual ~~Site-Master~~ Plan attached hereto as ~~Exhibit 3,~~ (Site Plan). The ~~P~~project shall be developed in conformance with the ~~Site-Master~~ Plan exhibit and the ~~PUD~~MPD Agreement. Except for the commercial parcel, each of the

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aforementioned shall fall under the jurisdiction of a separate ~~homeowners or condominium~~ association. Except for the commercial parcel, each association shall be part of the Citation Estates Master Association ("Master Association"). ~~The development plan for the Project is outlined below~~ The Property shall be subdivided into ~~eleven~~ twelve ~~fourteen~~ (14) ~~tract~~ Planning Areas (~~111412: tracts 1-4 and 6-12~~) identified by ~~Traet Map attached as~~ Exhibit 4 643 which shall correspond with the land uses identified in Exhibit 3 and Section 3.0 of this PUDMPD Agreement.

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3.0 Land Use Areas:

3.1 General. The Project shall be made up of the following Planning land-use areas Areas, the locations of which are shown on the Revised Conceptual Site Master Plan and Traet Planning Area Map:

A survey summary of the entitlements to uses for each Traet Planning Area is shown below:

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<u>TRACTAREA</u>	<u>PROPOSED USE</u>	<u>MAX DENSITY/INTENSITY</u>
<u>1</u>	<u>General Commercial (ComOM – 2)</u>	<u>135,000 SF</u>
<u>2</u>	<u>Single Family</u>	<u>56 Lots</u>
<u>3</u>	<u>Single Family</u>	<u>30 Lots</u>
<u>4</u>	<u>4—Conservation</u>	<u>0 Units/0 SF</u>
<u>5</u>	<u>4A—Adult Multi-Family</u>	<u>100 Units</u>
<u>6</u>	<u>4B—Multi-Family</u>	<u>187 Units</u>
<u>7</u>	<u>Assisted Living</u>	<u>108 Beds</u>
<u>8</u>	<u>City Park</u>	<u>N/A</u>
<u>9</u>	<u>Wetland</u>	<u>N/A</u>
<u>10</u>	<u>Wetland</u>	<u>N/A</u>
<u>11</u>	<u>Wetland</u>	<u>N/A</u>
<u>12</u>	<u>Conservation</u>	<u>N/A</u>
<u>13</u>	<u>Town House Multi-Family/Townhouse</u>	<u>725072 Units</u>
<u>14</u>	<u>Roadway</u>	<u>N/A</u>

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(a) Commercial ~~Traet~~Planning Area 1: The existing 15.6 acre parcel of record (ID#~~07-11-31-7064-RP-0041~~ and ~~07-11-31-7064-RP-0041~~~~000RP-0040~~) shall be designated a Commercial ~~Traet~~Planning Area, identified as ~~Traet~~Planning Area "1". The Commercial ~~Traet~~Planning Area shall contain a maximum of One Hundred Thirty Five Thousand (135,000) square feet of commercial/retail space. The development of the Commercial ~~Traet~~Planning Area shall be consistent with the ~~general~~~~two~~ uses and development criteria of the ~~e~~General Commercial (COM-2) zoning district of the City's Land Development Code as may be amended from time to time.

In an effort to minimize impacts on adjacent properties and planning areas, height of development shall be limited to ~~—60 feet—~~as follows~~permitted user and dimensional requirements:~~

Commercial Neighborhood	COM-1
Commercial General	COM-2
Office Limited	OFC-1
Office General	OFC-2

(b) Single Family ~~Traet~~Planning Area 2: Single Family ~~Traet~~Planning Area 2, shall contain a maximum of 56 single family lots. Said lots shall follow the development guidelines identified in the Table of Site Development Requirements located ~~on~~ in Section 5 of this Agreement.

(c) Single Family ~~Traet~~Planning Area 3: Single Family ~~Traet~~Planning Area 3, shall contain a maximum of 30 single family lots. Said lots shall follow the development guidelines identified in the Table of Site Development Requirements located in Section 5 of this Agreement.

(d) ~~Conservation Planning Area 4 and Multi-Family ~~Traet~~Planning Areas 45 & 6:~~ ~~Planning Area 4 shall be a conservation area where no development shall occur. Platting of the conservation planning area shall be simultaneous with platting of Planning Areas 5 and 6. A conservation easement may be placed over Planning Area 4 if required by the St. Johns River Water Management District (SJRWMD), as generally shown on Exhibit 3.~~

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Multi-Family ~~Tract~~ Planning Areas 5 & 6 shall contain a maximum of ~~287325~~ multi-family residential units as described herein. In addition to the multi-family residential units, ~~Tract~~ Planning Areas 5 & 6 shall contain a portion of the Project's primary (private) roadway (as shown on ~~Exhibit 3~~ Site Plan), and utilities. An access easement shall be established across the private roadway at the time of platting or site plan to provide ingress and egress across this roadway to all development within the MPD. Utility easements shall be granted by the Owners to the City as deemed necessary by the City. ~~Either a perpetual conservation easement will be granted to the City and, if necessary, the St. Johns River Water Management District (SJRWMD), over a portion of Tract~~ Planning Areas 45 & 6, as indicated on Exhibit "3". Said grant shall occur when directed by the City. The multi-family residential units located in this parcel shall be a member of an condominium association ("Condominium Association"). The owner of ~~Tract~~ Planning Areas 45 & 6 shall provide cross-access easements for pedestrian access ~~only~~ at points certain along its western boundary with ~~Tract~~ Planning Area 1 if directed by the City.

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(e) ~~Condominium Tract~~ Planning Area 75: ~~The Condominium Tract~~ Planning Area 57 shall be developed as a 108 bed assisted living facility. The dimensional standards and development criteria for this Planning Area shall be consistent with the Neighborhood Commercial (COM-1) dimensional standards of the current City Land Development Code, as may be amended from time to time. The maximum Floor Area Ratio (FAR), however, shall be 0.55, which is the maximum FAR allowed by the Comprehensive Plan for an MPD in the Mixed Use Future Land Use category. Additionally, internal vehicular and pedestrian access shall be provided between this Planning Area and the adjacent Commercial Planning Area 1.

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~~is hereby eliminated. The land within Tract 5 is integrated in to Multi-Family Tract 4.~~

(f) ~~City Park Tract~~ Planning Area 86; City Park ~~Tract~~ Planning Area 6-8 identified as Tract 6, shall be approximately ~~41.35~~ 12.13 acres in size. The Owners agrees to construct the following improvements within ~~Tract~~ Planning Area 6-8 to the satisfaction of the City: 1) an event lawn; 2) a multi-purpose field; 3) a playground facility; 4) a boardwalk or gazebo on the lake; 5) a park monument/dedication feature; 6) restrooms; 7) parking and 8) restrooms; 7) and miscellaneous facilities as depicted on the City Park Concept Plan, Exhibit 54, subject to review and approval during future Site Plan or plat application. Exhibit 5-4 is hereby conceptually agreed to by the Owners and the city ~~City, unless otherwise agreed to by the parking parties and, subject to provision of maintenance and emergency access by the Owners as approved by the City. Vehicular Public access shall be provided to the public by an ingress/egress located on that~~

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follow the development guidelines identified in the Table of Site Development Requirements located ~~on~~ in Section 5 of this PUDMPD Agreement. The Multi-Family units located in this Tract/Planning Area shall be subject to the condominium association (Condominium Association) or to a Home Owners Association if developed as fee simple lots.

(j) Roadway Tract/Planning Area 142: Roadway Tract/Planning Area 124 shall consist of a private roadway generally as described/depicted in Exhibit 43. Aa portion of which shall remain open to be the publicly accessible. The portion of Tract 142 from Belle Terre Boulevard to the gatehouse shall be public right of way. The remainder of Tract/Planning Area 142 will may be private right of way, as depicted on Exhibit 43. Tract/Planning Area 142 shall be developed at discretion of the Owner and is necessitated for compliance with the LDC. prior to or concurrent with the development of any other Planning Area that requires the roadway for primary or secondary access. Tract. If allNo roads are shall -be dedicated to the public but shall be private and maintained by an Association there shall be no gatehouse.

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4.0 Land Development Code Applicability:

4.1 The requirements of this Section supersede any inconsistent provisions of the LDC.

(a) Wetlands. Unimpacted wetlands shall be buffered consistent with SJRWMD City regulations. The buffer widths shall average 25' and shall be a minimum of 15', in accordance with SJRWMD rules. See Exhibit 6.

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1. Development of the Citation Estates property shall not impact more than 7.0 acres of wetlands.

2. Upland buffers adjacent to wetlands shall be established consistent with the LDC.

At a minimum, the buffers shall include the following:

(i) A 25' average width upland buffer around all protected, enhanced or mitigated wetlands.

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(ii) To reduce erosion, all swales, detention slopes and drainage ways shall be vegetated, or sodded. Only those areas needed for development may be cleared. Vegetative cover shall be restored immediately and maintained after construction on all disturbed area not covered with an impervious surface.

(iii) Sedimentation of wetlands shall be prevented through adherence to the erosion and sediment control plan submitted as part of this development.

(iv) The MPD Conceptual Master Plan is not intended to confer any approval of wetland impacts.

3. All jurisdictional wetland boundaries, including the ~~25'~~ upland buffer shall be depicted on all residential plats prior to submittal. Wetlands shall be fully delineated on a parcel-by-parcel basis as development is proposed prior to submittal of site plans for review by the City and prior to application for environmental permits for each development phase. Residential ~~property lots~~ shall not contain wetlands or associated wetland buffers.

4. No wetland impacts shall occur without acquiring all necessary State and-Federal permits.

5. The Owner shall record conservation easements covering the preserved on-site wetlands in favor of the SJRWMD ~~or the City as directed~~ required by the ~~City~~ SJRWMD. The conservation easements shall be recorded upon recordation of a plat containing the wetlands and upland buffer areas.

6. Should silviculture operations continue prior to the commencement of individual site development, silviculture activities shall be prohibited in that portion of the property that consists of wetland areas to be preserved and those areas adjacent to wetlands that will be used as buffers to the wetland areas.

7. The Owners shall provide to the City a copy of all Federal and State environmental permits prior to construction activities being undertaken. The Developer or its assigns shall be required to comply with all terms and conditions of all such permits.

8. A maximum of 7.0 acres of ~~(low, medium or high) quality~~ wetlands may be impacted pending ~~SJRWMD, and City review pursuant to LDC requirements approval of the wetlands impacts.~~

(b) Stormwater. The Property is being developed with a privately maintained Master Drainage System. Stormwater runoff from the Property may be conveyed to on-site stormwater detention systems by means of curb and gutter and an underground drainage pipe system. The Master Drainage System may be sized and permitted to accommodate the runoff from the Commercial Tract Planning Area, consistent with all regulatory requirements. Pipe, structure materials and locations as well as pipe sizes shall be designed according to sound and generally accepted engineering principals and practices. Design and construction materials and methods of any off-site improvements associated with the Project are subject to the approval of the City. All ornamental landscape beds and lawn areas shall have supplemental irrigation. Provisions for the filtering of runoff of fertilizers, pesticides and chemicals into lakes, wetlands and storm water detention facilities shall be made which may include, but is not limited to, creation of a

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littoral planting shelf with appropriate upland and submergent species, detention berms prior to runoff entering water or other means deemed appropriate for the situation. A stormwater pollution prevention plan ("SWPPP") shall be attached to and incorporated into the construction and permit documents for all projects constructed within the Property that require a general or individual SJRWMD permit. The SWPPP shall be implemented by the Owner upon initiation of construction activities and accommodate the specific construction project of the site.

(c) Natural Environment and Other Landscaping Standards. General landscaping around parking lots, roadways, entrances, and other common areas shall be landscaped with ornamental and native plant material in accordance with the LDC. These areas shall be landscaped to include 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 shall have supplemental irrigation. Further ~~refinement of site development, landscaping and preservation of existing vegetation,~~ refinements of site development, landscaping and preservation of existing vegetation are subject to approval by the City. Within the perimeter buffer areas, trees shall be preserved to the maximum extent feasible for natural screening ~~or as more particularly described by the Landscape Buffer & Signage Plan attached hereto as Exhibit 6.~~ Supplemental landscaping is required in areas lacking or void of natural vegetation, as specified below. The Owner shall ———incorporate Bear Smart Community concepts into the pProject ———and ———consider appropriate methods of implementing such practices within the Development.

(i) East Buffer: A preservation buffer shall be provided within the 40' drainage easement located at the eastern property line. Trees and other vegetation within this buffer shall ~~additional plantings shall be~~ planted by the Owners ~~or its assigns~~ in the buffer immediately adjacent to residential ~~Tract~~Planning Area 3, to aid in the stabilization of the canal bank.

(ii) Belle Terre: A landscape buffer ~~shall be 35' in width shall be~~ provided along Belle Terre Boulevard ~~shall be consistent with the LDC adjacent to the multifamily and commercial tracts.~~ Specimen trees shall be preserved to the maximum extent feasible for natural screening, as determined by the City.

(iii) Citation Buffer: A landscape buffer 25' in width shall be provided along Citation Boulevard. Specimen trees shall be preserved to the maximum extent feasible for natural screening, as determined by the City.

(iv) Appropriate wildfire mitigation practices shall be employed by the

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Owners during construction of the initial infrastructure improvements and shall continue to be maintained in accordance with the City LDC, completed prior to City approval of the subdivision improvements. All landscape areas shall be regularly maintained by the Owners or Master Association according to standard landscape practices and in accordance with the LDC.

~~(iv) Hardwood trees shall be planted by the Owners in the buffers adjacent to Tracts 1, 4 and 131. These trees shall be selected from the list of Flagler County Shade Trees and be a minimum height of 14' and 3 1/2" caliper as measured 6" above grade. The quantity of trees that will be planted will be based on one tree per 100 lineal feet of property length. The trees shall be located in the field to locations where they are most needed. Irrigation of these trees shall be provided by the owners using bubblers from the adjacent development or otherwise as approved by the City. All plantings in all buffers, including hardwood and shade trees shall be consistent with the LDC.~~

(d) Signage. Signage shall comply with City's Land Development Code.

~~(v) Signage for Residential Areas: The Project may be identified by a double faced sign or 2 single faced monument entrance signs located in a landscape and sign easement or tracts or future plats designated for signage at each residential entrance on Citation Boulevard and Belle Terre Boulevard. Such signs may be lighted (with lighting directed away from traffic), and, except as provided herein, shall comply with the LDC sign regulations. Directional, identity, and information signs for recreation and other amenities may be permitted throughout the development. These signs, if permitted, shall not exceed 24 square feet in size including, but not limited to, advertising and/or for sale signs. All signage shall be consistent and uniform in design as determined by the City.~~

~~Tractions 2 through 4 and Tract 11 shall have a double faced monument entrance sign located in a landscape and sign easement at each entrance which shall not exceed 24 square feet in size including, but not limited to, advertising and/or for sale signs. All signage shall be consistent and uniform in design as determined by the City.~~

~~(vii) Signage for Commercial Areas:~~

~~Fascia or wall signs for multi-use or shopping center buildings. A single fascia or wall sign per business for the building frontage shall be permitted. The maximum sign area shall be one square foot per linear business front footage and shall not exceed the following:~~

~~(i) The maximum sign area allowed for a building less than 10,000~~

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~~square feet shall be 32 square feet.~~

~~(C) The maximum sign area allowed for a business over 10,000 square feet to 25,000 square feet shall be 48 square feet.~~

~~(C) The maximum sign area allowed for a business over 25,000 square feet to fifty thousand (50,000) square feet shall be 72 square feet.~~

~~(D) If a building exceeds 1 story, 1 exterior sign is permitted on the building facade facing the right of way in lieu of the individual business signs noted above. The maximum sign area shall not exceed 32 square feet. If a building exceeds 1 story, a directory sign may be used with the following provisions:~~

- ~~• It must be oriented to the interior of the site.~~
- ~~• Maximum sign area not to exceed A, B and C above.~~
- ~~• Maximum sign height 6'~~
- ~~• Must not obstruct vision clearance.~~

~~*Fascia or wall signs for a single use office building.* A single fascia or wall sign per parcel for each street frontage may be permitted. Unless otherwise described herein, signage requirements for the Commercial Tract shall be consistent with Article VII of the LDC.~~

~~(e) Site Development Requirements. The dimensional requirements within the Project will be as set forth in the table at Section 5.2.~~

~~(f) Roads, Streets and Alleys. The owners obligations shall be as follows:~~

~~(i) Internal roads shall be curb and gutter and have sidewalks on both sides of the street, which shall be constructed in conformance with the current Land Development Code. The Spine Road which interconnects plats and provides access to the City's collector/arterial roadway system shall comply with the Land Development Code. Along with the creation of new roadways within the Project, street trees shall be in compliance with the Land Development Code. The Spine Road which interconnects plats and provides access to the City's collector/arterial roadway system shall make provision for 4' marked bike lanes on both sides of the road and a sidewalk of 5'5" on one side or as an alternative the Owners may provide for a bike/pedestrian path of 8' as an alternative to the bike lane on a single side of the Spine Road.~~

~~(ii) Sidewalks the Project shall comply with the City's Land Development Code. Along with the creation of new roadways within the Project, street trees shall be designed and installed along the roadway rights of way, cul-de-sac islands and medians. Along commercial~~

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~~properties, multifamily, mixed use or common areas, trees shall be planted on 50' 100' centers. Where roadways are adjacent to 2 family or single family homes a minimum of one tree per lot shall be planted. Property lengths over 100' along roads require 2 street trees. Trees shall be selected from the list of Flagler County Shade Trees and shall include at least 3 different tree varieties within each subdivision area. Trees shall be sized a minimum of 8' tall and 2" caliper as measured 6" above grade. Trees shall be planted in the road right of way between the sidewalk and the street if there is no conflict with utilities or placed on the lots or common areas if they are no further than 15' from the right of way line and if the City Engineer determines that no site distances or other engineering issues exist. If planted on the single family or two family lots, these trees shall be in addition to the minimum number of required trees for the lot. If planted on the commercial, multi family, mixed use or common areas they can be used for credit if the trees are a minimum of 14' tall and 3 1/2" caliper as measured 6" above grade. If trees are planted in medians, the properties on either side of the medians are exempt from this requirement. If locations where these would otherwise be planted are not available for planting, the Owners shall provide funds, determined by the City, to the City for tree plantings as approximate as feasible to the property.~~

~~(iii) The portion of Tract 12, located from Belle Terre Boulevard to the gate house, shall be dedicated to the City subject to acceptance of such dedication at the City's discretion. All other roadways within the project shall be private. Any irrigation, lighting, and landscaping in a dedicated right of way shall be maintained by the Master Association. Sidewalks and street trees shall be maintained and or replaced by the Master Association or homeowner.~~

~~(iv) Access for provision of utility services and emergency vehicles shall be provided to the City via plat dedication and/or by means of granting an easement as a condition of plat approval as determined by the City.~~

~~(iii) Cul-de-sacs/right-of-way shall comply with the Land Development Code.~~

~~(v) have a 6050' radius. Up to 15' of the radius may be stabilized with pavers and/or stamped asphalt, subject to City approval. All internal roads shall be paved at a minimum width, not including bike lanes, of 24'.~~

~~(iv) Access from Belle Terre Boulevard and Citation Boulevard to the Commercial Parcel shall be generally substantially similar to that as shown on Exhibit~~

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~~"34".~~ The Commercial Parcel shall ~~be accessed by a shared common access point have 1 entrance/exit driveway located~~ on Belle Terre Boulevard and ~~1 by one (1) entrance/exit driveway located~~ on Citation Boulevard. The exact location and design of each driveway shall be determined ~~by the City~~ during the future platting or site plan approval of said parcel ~~in conformance with current Land Development Code requirements and pursuant to a traffic study.~~

~~(v)~~ All private roadways within the development shall be maintained by the Master Association.

~~(vii)~~ Locations of driveways are Conceptual in nature only and shall be further studied at site plan approval of preliminary plat.

~~(h)~~(g) Stormwater Management System. The Owners shall provide a surface water and stormwater retention system approved by the SJRWMD, the Florida Department of Environmental Protection (FDEP), the Army Corps of Engineers (ACOE), any other regulatory agencies, and meeting the requirements of the LDC. The system, including all pipes, culverts and other associated facilities shall be owned and maintained by the Master Association.

~~(h)~~(h) Recreation. A resident recreation amenity complex ~~that may be accessed and utilized by all residents of the overall project~~ shall be constructed on the Property within ~~Tract Planning Area 45, unless otherwise mutually agreed to by the Owners and City Staff, generally in the location shown on the Site Plan.~~ The complex shall include, at a minimum, a swimming pool, 2000 square foot clubhouse, and associated restrooms, and walking paths. In addition, ~~Tract Planning Area 6-8~~ shall provide for passive recreation for the residents, and the general public shall be authorized to access and use that ~~Tract Planning Area. See Exhibit "54."~~ The City's recreation level of service requirements as provided head of service requirements provided for in the Comprehensive Plan shall be met.

~~(i)~~(i) Pedestrian Access. An external sidewalk within the rights-of-way of Belle Terre Boulevard and Citation Boulevard (external sidewalks) shall be provided. The sidewalk along Citation Boulevard shall extend from Belle Terre to Llama Trail. The external sidewalks shall be a consistent with the Land Development Code. minimum of 6'.5" feet in width and 4" thick and shall be constructed of Portland Cement concrete with the technical requirements of 2,500 pounds per square inch, 7 day strength. Internal sidewalks shall connect external sidewalks to the various tracts. ~~Internal sidewalks shall be a minimum of 5'.5" in width on both sides of local streets and shall be 5'.5" on one side and 8' on the other side of the spine roadways. Where the internal sidewalks cross a driveway or street, the thickness shall be increased to 6". Internal sidewalks shall be constructed along both sides of the internal street system, except~~

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~~that internal sidewalks shall not be required on cul de sac turnarounds.~~ The trail/sidewalk system shall be constructed connecting each [TraetPlanning Area](#) to all others and shall provide for a connection to the proposed sidewalk on Belle Terre Boulevard at [TraetPlanning Area 6-8](#) and to Citation Boulevard. Pedestrian and vehicular access for residents to the Commercial [TraetPlanning Area](#) 1 shall be achieved through internal connections without necessitating the exiting of the development and pedestrian access to the ~~City Park~~ [TraetPlanning Area 6-8](#) shall be achieved through internal connections without necessitating the exiting of the development.

(j) Lighting. Decorative pole mounted lighting fixtures, ~~no more than 30' high,~~ shall be provided throughout the Project in accordance with LDC standards. Additional landscape lighting may include low level lighting and occasional accent lighting. Lighting in Commercial [TraetPlanning Area](#) 1 shall be directional in nature so as to not unreasonably disturb surrounding property owners. The locations and specifications of such fixtures shall be further described at the time of the City site plan or plat approval in accordance with the LDC.

(k) Habitat. A Preliminary Environment Assessment Report identifying threatened and endangered species ~~(see Exhibit 6)~~ was provided to the City. That Report shows no adverse impacts. No construction shall commence within any gopher tortoise habitat on the Citation Estates property until the Developer has obtained the necessary gopher tortoise permit from the Florida Fish and Wildlife Conservation Commission (FWCC) and complies with all permit conditions. The City may require an update to the Report as part of future application and shall prescribe a time frame within which such updated report shall be provided. In the absence of a permit, development related activities on the Property shall not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern by either the State or Federal governments in contravention of applicable State and Federal laws, rules or regulations. Should listed species be determined to reside on, or otherwise be significantly dependent upon the Property, the Owners shall cease all development activities which might negatively affect that individual or population. The Property shall be developed in full compliance with all applicable laws, rules and regulations. The Owner shall provide proper protection to the satisfaction of all agencies with jurisdiction over the matter. As provided elsewhere in this Agreement, Bear Smart Community principles shall be considered as part of a future supplemental Preliminary Assessment Report. The report shall be submitted no later than Preliminary Plat to ensure that design and development planning incorporates sufficient measures to reduce bear – human nuisance interactions. ~~project shall be considered during design~~

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and development with notice being provided to the public.

(l) Utilities. Available resources exist to supply potable water and provide central sanitary sewage treatment. Water and sewer line extensions or connections to existing facilities within the right of way shall be made by the Owners in accordance with applicable City and State permit requirements. In addition the Owners shall construct conduit for the City's fiber optic cables in the right-of-way consistent with standards set by the City. A 10' foot utility easement adjacent to the right-of-way shall be granted by the Owners to the City and to private utilities crossing the site. Capacity must be consistent with the City's Comprehensive Plan Levels of Service. Development of the Property shall occur concurrent with the provisions of adequate central potable water and wastewater services meeting the adopted level of service in the City's Comprehensive Plan. No building permit shall be issued for any phase of the Project until sufficient capacity exists. All utilities including, but not limited to, conduit for the City's installation of fiber optic cable shall be dedicated to the City upon construction and acceptance by the City.

(m) Fire Protection. Fire protection requirements for the Project shall be met through a system of fire hydrants installed on the site by the Owners in accordance with City standards. The locations of fire hydrants shall be shown on all site plans or plats. The water requirements for the fire system will be served by the City. The Project shall comply with the City's fire protection requirements.

(n) Solid Waste. Solid waste shall be picked up by a licensed franchisee. Recycled materials shall be collected according to the format established by the franchisee. Solid waste container locations and sizes are subject to approval of the City. As provided in Section 4.1(k), Bear Smart Community principles shall be considered and incorporated with notice being provided to the public.

(o) Telephone/Electricity/Cable TV. All utility lines shall be installed underground by the Owners. The Owners have assured the City that ~~Bell South will supply telephone service and Florida Power and Light will supply electricity; both of which are~~ will be available at the time of impact.

~~(p)~~ Police Protection. The Flagler County Sheriffs Department, or its successor, shall be the entity responsible for law enforcement in the Project and shall be provided with full accessibility. This does not preclude the Owners from providing additional,

(p) private security.

(q) Aquifer Protection. Any abandoned wells discovered prior to or during

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development shall be properly plugged and abandoned in accordance with SJRWMD's rules and regulations. The Owners shall be responsible for all Floridian Aquifer and intermediate (confined surficial) wells that are discovered before and during the development of the Property. The following best management practices shall apply to geotechnical borings:

(i) All borings deeper than 20' shall be neat cement grouted to the surface to prevent downward migration of surface and subsurface contaminants along the borehole to the shallow intermediate or Floridan Aquifer.

(ii) All borings less than 20' deep shall be backfilled with the original drilled soil to the surface to prevent the creation of a sump.

(r) Water Supply. Water conservation strategies, including Xeriscape Florida Friendly and Waterwise landscape techniques and low flow plumbing fixtures shall be incorporated into the construction, operation, and maintenance phases of the Property, and shall be included in the

covenants and deed restrictions. The conservation strategies shall include, at a minimum, the following conditions:

(i). Within common areas, commercial areas and multi-family residential complexes, 50% of planted vegetation, by aerial extent, shall consist of native, drought-tolerant or Xeriscape-Xeric vegetation in all landscaped areas. Landscaped areas are defined as any pervious area that will be altered due to development. Wetlands, wetland buffers, vegetative buffers between land uses, stormwater systems and required preservation areas are not included as landscaped areas. Native or drought-tolerant plants include those in the SJRWMD's *Waterwise Florida Landscapes*, the Florida Native Plant Society's list of native landscape plants for Flagler County, *A Gardner's Guide to Florida's Native Plants* (Osorio 2001), or comparable guidelines prepared by the Florida Department of Agriculture and Consumer Services, the SJRWMD, the FFWCC, or the FDEP.

(ii) The Owners shall include information on Xeriscape and/or native vegetation and/or drought-tolerant vegetation (SJRWMD Xeriscape Plant Guide), water conservation guides & IFAS's Xeriscape plant guides and IFAS Cooperative Extension Services' "Florida Yards and Neighborhoods" materials in design guidelines.

(s) Cultural Resources: In the event any other regionally significant historical and archaeological resources are discovered in the course of development, the Owner shall immediately notify the Division of Historical Resources ("DHR"). No disruption of the findings shall be permitted until the investigation is complete and DHR has rendered a recommendation,

which shall be binding upon the owner.

4.2 These requirements shall either meet the LDC or comply with the following:

(a) School bus stop location(s) shall be located to the satisfaction of the Flagler County School Board and ~~City-CityEngineer.~~ Any structure constructed by the owner shall conform to the architectural and landscaping theme of either the abutting ~~tract~~ Planning Area or the overall community. School bus stops if used, shall conform to the City Typical Bench Planting design used on other areas of the City.

(b) Construction shall be encouraged to utilize energy and water saving techniques consistent with the Energy Star and Water Star Standards. The Owners shall promote and encourage energy and water efficient buildings and compliance with Leadership in Energy and Environmental Design (LEED) standards, Florida Commercial Green Building standards, or other commercially recognized green building standards.

~~(c) Work Force Housing Program: Intentionally Deleted. The applicant agrees to participate in the City's Work Force Housing Program in effect at the time the residential portions of the project are constructed. This development is hereby capped at no more than 3% of the units (fourteen) designated as Work Force Housing in order to provide certainty in the overall cost of project development. If the city does not adopt a Work Force Housing Program prior to construction of up to 30% of the residential units, then this condition shall be deemed satisfied.~~

5.0 Development Plan

5.1 Plan Overview – The MPD Conceptual Master Site Plan depicts the conceptual layout and uses of the Project. All development shall conform to the site-Conceptual Master pPlan and this Master Planned Unit-Development Agreement. ~~Subsequent location of lot lines, structures, internal landscape buffers, focal points, drainage facilities, the internal street system and similar details shall be depicted on plats, site development plans or condominium documents when portions of the Project are designed for development.~~

(a) Phase I Master-TractPlanning Area-Plat. The Owners shall ~~submit a Master TractPlanning Area Plat plat depicting only~~ each of the TractPlanning Area(s) as depicted on the Conceptual Master Plan. Wetland and Conservation Planning Areas shall be included with an adjoining future development Planning Area, or dedicated to a common association. Preliminary Plat approval must include approval of Roadway Planning Area 14 construction plans prior to Final Plat. Prior to or concurrent with site plan approval for any platted tract, the

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~~roadway shown in Planning Area 14 must be constructed in accordance with Section 3.1(j) of this Development Agreement. The Master TractPlanning Area Plat shall only provide legal descriptions of each TractPlanning Area subject to certain dedication. Title to a TractPlanning Area may be transferred without platting, provided the TractPlanning Area has access to a public roadway or a road row easement is granted that provides access to a public roadway. The Master TractPlanning Area Plat final plat shall be reviewed by the City and be subject only to City Council approval.~~

~~Within 45 days after the issuance of the SJRWMD Permit described herein, the Owners shall convey the City Park, Tract 6 to the City, at no cost the City, by means of statutory warranty deed.~~

~~(b) Phase II. Phase II of the Project shall be the development of either of the following within 12 6 months unless extended in writing by the City for an additional 6 months.~~

~~(iii) An application for Preliminary Plat for Tract 12 shall be submitted to the City. At the discretion of the Owners this application may be submitted prior to or contemporaneously with an application for Preliminary Plat for Tract 11 or Tract 2; or~~

~~(iv)(i) All Site Plan Applications Tract 4 shall be submitted to the City.~~

~~(e) Within 24 months from the effective date of this PUD Agreement, an application for Preliminary Plat or Site Plan Application for the remaining developable tracts shall be submitted to the City. In the event the aforementioned condition is not satisfied, the Owners, shall, upon written request to the City, be granted an automatic extension for a period of twelve (12) months. In the event an application for Preliminary Plat or Site Plan application for any tract is not submitted to the City with the aforementioned time periods, a petition shall be submitted by the owners to the City Council for an extension in time for the effectiveness of this PUD Agreement.~~

~~(d)e) Notwithstanding the foregoing, the Owners may at any time submit applications for Overall Development Plan; Site Plan approval or the Preliminary Plat of Commercial TractPlanning Area 1. Moreover, said applications shall not be contingent upon the approval of any residential development applications for the remaining portion of the Project; however, a Preliminary Plat to construct Planning Area 14 (Roadway) must also be approved concurrent with or prior to such approval for Planning Area 1.~~

5.2 Site Development Requirements

(a) The following table lists the site development requirements that are applicable within each Tract Planning Area of the Project. Minor deviations up to (10%) percent of the site development requirements may be granted administratively by the City ~~through the City Manager~~. Other deviations shall be processed as variances in accordance with the LDC. A ~~Comparative Zoning Analysis Plan~~ Table of Residential Site Development Requirements which ~~evaluates~~ provides the PUD/MPD development criteria ~~and the City of Palm Coast zoning criteria for the residential Planning Areas~~ is attached hereto as Exhibit 7 Table 55.2.

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Exhibit Table 5.27 Table of Residential Site Development Requirements

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<u>Regulation</u>	<u>Multi-Family Tract Planning Area 4-5 & 6 (MFR-2)</u>	<u>Multi-Family Fee Simple Townhome Multi-Family Tract Planning Area 413 (MFR-1)</u>		<u>Single Family Tract Planning Area 2 (SFR-2)</u>	<u>Single Family Tract Planning Area 3 (SFR-3)</u>
		<u>Condo</u>	<u>Fee Simple</u>		
Minimum Lot Size	N/A	<u>N/A/1,500 SF</u>	<u>1,500 SF</u>	6,600 SF	5,000 SF
Minimum Lot Width	N/A	<u>N/A/N/A/20 FT</u>	<u>20 SEFT⁽⁸⁾</u>	70 FT	50 FT
<u>Maximum Dwelling</u>	<u>Overall</u>	<u>Overall</u>	<u>Overall</u>	<u>Overall project</u>	<u>Overall project</u>

Units Per Acre	project density = 2.6 DU/AC	project density = 2.6 DU/AC	project density = 2.6 DU/AC	density = 2.6 DU/AC	density = 2.6 DU/AC
Minimum Living Area	1,275 SF	1,200 SF	<u>1,200 SF</u>	2,200 SF	1,800 SF
Minimum Front Setback	50 FT ⁽⁵⁾	20 FT ⁽²⁾	<u>20 FT⁽²⁾</u>	20 FT	20 FT
Minimum Rear Setback	20 FT ⁽¹⁾	N/A <u>10 FT⁽⁶⁾</u>	<u>10 SF⁽⁷⁾</u>	20 FT ⁽¹⁾	10 FT ⁽¹⁾
Minimum Rear Street Setback	N/A	20 FT ^{(1) (2)}	<u>20 FT^{(1) (2)}</u>	20 FT ⁽¹⁾	20 FT ⁽¹⁾
Minimum Side Interior Setback	N/A	N/A	<u>10 SF⁽⁷⁾</u>	7.5 FT ⁽¹⁾	5 FT ⁽¹⁾
Minimum Side Street Setback	50 FT ^{(1) (5)}	20-20 <u>10 FT^{(1) (2)}</u>	<u>10 SF⁽⁸⁾</u>	20 FT ⁽¹⁾	20 FT ⁽¹⁾
Maximum Impervious Surface Ratio (ISR)	Overall project maximum impervious area = 0.70%	Overall project maximum impervious area = 0.70%	<u>Overall project maximum impervious area = 0.70%</u>	Overall project maximum impervious area = 0.70%	Overall project maximum impervious area = 0.70%
Minimum Distance Between Buildings	30 FT	20 FT	<u>20 FT</u>	N/A	N/A
Maximum Building Height	60 FT	35 FT	<u>35 FT</u>	35 FT	35 FT
Minimum Parking	2 SP/DU ⁽³⁾	2 SP/DU ⁽⁴⁾	<u>2 SP/DU⁽⁴⁾</u>	2 SP/DU	2 SP/DU

- (1) Exterior air conditioning units and related heating/cooling units may encroach upon the setback.
- (2) Setback measured from roadway/parking lot edge of pavement.
- (3) Parking for 1/3rd of the multi-family ~~Tract Planning Area 4-5~~ units will be within garages. The garage parking spaces will have contiguous exterior parking spaces. Each garage space and contiguous exterior space will be counted as separate parking spaces. Refer to Multi-family (Tract Planning Area 5-4) Detached Parking Detail on Exhibit "3".
- (4) Each garage space and contiguous exterior space will be counted as separate parking spaces. Refer to Multi-family (Tract Planning Area 1-1) Parking Detail on Exhibit "3".
- (5) Setback from public right-of-way (Citation Boulevard/Belle Terre Boulevard).
- (6) From property perimeters.
- (7) Zero lot line applies to Fee Simple Townhomes where units are attached.
- (5)(8) Minimum Lot Width of corner lots on Fee Simple Townhomes must be increased to 40 feet to allow for increased setback.

5.3 Open Space: The ~~maximum minimum open space and maximum impervious area~~ for the project shall comply with the Land Development Code. ~~be 55% for residential uses and 70% for commercial uses. For purposes of calculating impervious areas, the stormwater retention areas, borrow pits, buffers, yard area, landscaped areas, walking paths, wetlands, passive recreational areas, upland buffers and any other areas defined as open space under the LDC will be considered open space.~~

6.0 Maintenance: Except for ~~Traet~~Planning Area 1, the Common Areas and other land that are owned or controlled by the Master Association shall be maintained by the Master Association. The Master Association shall also be responsible for providing any services that are desired by owners of Project that are in addition to services that are provided generally throughout the City.

7.0 Services: All services for Project including, but not limited to, utilities, fire protection, solid waste, telephone, electricity, cable television, and storm water management shall be provided by the responsible parties, or as more particularly described in this PUDMPD Agreement. Said services shall be placed in easements or rights-of-way granted at the time of platting or site plan approval. All water and sewer lines and related facilities that are installed or constructed in the Property shall be dedicated to the City, without charge, upon the City's request.

8.0 ~~Amending this Agreement~~: Refinements to the PUDMPD Master Plan are anticipated to occur during the site plan and plat review processes. Revisions which meet the intent and purpose of the City's Comprehensive Plan and the LDC shall be approved by the City if the substantial integrity of the approved PUDMPD ~~Site~~Conceptual Master Plan and the development standards contained herein are maintained. Any modification to the PUDMPD ~~Site~~Conceptual Master Plan that (1) increases the total number of dwelling units or nonresidential intensity, or (2) reduces the total amount of open space, or (3) decreases ~~to~~ the size of any perimeter buffer within the PUDMPD shall require approval in accordance with the provisions of the LDC.

9.0 Construction Trailers: Up to 2 construction trailers may be located within the Project, subject to review and approval by the City. Neither trailer may be located along the right-of-way of Belle Terre Boulevard or Citation Boulevard. The construction trailers shall have a stabilized sub base. These construction trailers shall be removed, as directed by the City.

10.0 ~~Architectural Theme~~: The Owners shall maintain a unified architectural theme throughout each nonresidential and multifamily residential Planning Area within the Project. Additionally, All ~~all~~ single family (~~Tracts 2 & 3~~) residential units shall include a garage. One-third (1/3) of Multi-family (~~Tract 4~~) units in each multifamily development shall include a garage. ~~All Multi family (Tract 11) units shall include a garage.~~

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11.0 Concurrency: ~~The Owners performed a Traffic Impact Study (dated November 6, 2006). Pursuant to the improvements contained in the Traffic Impact Study, the Concurrency shall be granted upon the filing of the Master Tract Plat within 6 months from the effective date of this Agreement. Upon satisfying the foregoing condition, Concurrency shall be granted for a period of 2 years after which the Owner may extend concurrency for the Project for a period of 1 year upon payment of 25% of the Project's remaining impact fees. A current traffic study or traffic impact analysis shall be submitted for each phase of development. Concurrency shall be evidentevaluated at the time of preliminary plat and/or ~~in~~ Site Plan approvalreview.~~

12.0 PUDMPD Amendment Approval:

12.1 All development of the Property shall fully comply with all of the codes and ordinances in effect in the City at the time of issuance of a development order or development permit. The Owners agree that all bonds required by the LDC shall be provided to the City to ensure that the public facilities and improvements required in this PUDMPD Agreement are constructed in a timely manner to protect the public interest. Moreover, the Owners agree that the development activities provided for herein shall not be suspended at any time or implemented in such a manner that will result in a public nuisance or adversely impact public facilities. The Owners agree that the city is not responsible for the construction or creation of public facilities or capacity in order to facilitate the development of the Property.

12.2 The conditions upon this development approval and the commitments made as to this development approval, all as set forth above, have been accepted by and agreed to by the Owners. The Owners hereby agree that the City has shown an essential nexus between legitimate City interests and the conditions imposed herein. Further, the Owners agree that the City has established that all conditions set forth herein are roughly proportional to the impacts of the development activities set forth herein upon the public facilities addressed herein based upon an individualized determination that the required dedications and commitments are related in both nature and extent to the impacts of the development activities approved herein.

12.3 This PUDMPD Agreement touches and concerns the Property. The Owners have expressly covenanted and agreed to this provision and all other terms and provision of this PUDMPD Agreement shall run with and burden the Property.

12.4 The terms and provisions of this PUDMPD Agreement are not severable and in the event any portion of this PUDMPD Agreement shall be found to be invalid or illegal then the entire PUDMPD Agreement shall be null and void.

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13.0 Enforcement, Remedy, and Mediation:

(a) In the event of a breach hereof by either party hereto, the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof. In the event that the City seeks enforcement of the terms or conditions of this PUDMPD Agreement, the Owners shall be responsible for any and all costs, attorney fees and expenses borne by the City in such enforcement action. Regardless of whether litigation commences, and, if litigation does commence, both at the trial level and on appeal to include, attorney fees, paralegal fees and all assessable costs.

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(1) ~~(b)~~ — In the event that a dispute arises under this PUDMPD Agreement, and if the City and Owners are unable to resolve the issues, the parties shall attempt within 30 days to resolve disputes informally, but in the event of a failure to informally resolve disputes, to engage in mediation before a certified Circuit Court mediator selected by the parties or, in the event that the parties fail to agree to a mediator, by the Florida Conflict Resolution Consortium, or if unavailable, a mediator selected by the City. The parties shall equally pay the costs of mediation.

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14.0 Impact Fees: This Development Agreement shall also not be construed to prohibit the City from adopting lawfully imposed impact fees applicable to the Owners and the MPD authorized hereunder.

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1415.0 Notification:

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

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(b) Any such notice must be personally delivered or sent by registered or certified

mail, overnight courier, facsimile or teletype.

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

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(d) The party's addresses for the delivery of all such notices are as follows:

As to the City:

City Manager

160 Cypress Point Parkway, Suite B-1062 Commerce Boulevard
Palm Coast, Florida, 3216432164

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As to the Owner(s):

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~~15.0 Impact Fees: This Development Agreement shall also not be construed to prohibit the~~

~~City from adopting lawfully imposed impact fees applicable to the Owners and the PUDMPD authorized hereunder.~~

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~~A~~ Approved this _____ day of _____, ~~2008~~20154, by the City Council of the City of Palm Coast.

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CITY COUNCIL: City of Palm Coast

By: _____
John Netts, Mayor

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ATTEST:

By: _____
Clare Hoeni _____, City

of Clerk

Date: _____, ~~2008~~20154

OWNER'S CONSENT AND COVENANT:

COMES NOW, the Owners on behalf of themselves and their successors, assigns and transferees of any nature whatsoever, and consents to and agrees with the covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this [PUD-MPD Agreement](#).

WITNESS:

By:

Printed Name

Its: _____

Signed this ___ day of _____, _____,

[200820154](#)

STATE OF: _____,

COUNTY OF: _____

The foregoing instrument was acknowledged before, me this ___ day of _____, [200820154](#), by _____, the _____ of _____ a Florida _____ on behalf of the company. He is known to me and did not make an oath.

(SEAL)

WITNESS:

By:

Printed Name

Its: _____

Signed this ___ day of _____, [200820154](#)

STATE OF: _____,

COUNTY OF: _____

The foregoing instrument was acknowledged before, me this ___ day of _____, [200820154](#), by _____, the _____ of _____ a Florida _____ on behalf of the company. He is known to me and did not make an oath.

(SEAL)

WITNESS:

By:

Printed Name

Its: _____

Signed this ___ day of _____, 201508

STATE OF: _____,

COUNTY OF: _____

The foregoing instrument was acknowledged before, me this ___ day of _____, 200820154, by _____, the _____ of _____ a Florida _____ on behalf of the company. He is known to me and did not make an oath.

(SEAL)

WITNESS:

By:

Printed Name

Its: _____

Signed this ___ day of _____, 200820154

STATE OF: _____,

COUNTY OF: _____

The foregoing instrument was acknowledged before, me this ___ day of _____, 200820154, by _____, the _____ of _____ a Florida _____ on behalf of the company. He is known to me and did not make an oath.

(SEAL)