

**CITATION ESTATES  
SECOND AMENDED AND RESTATED  
MASTER PLANNED DEVELOPMENT AGREEMENT**

1.0 Introduction:

This is the second amended and restated Master Planned Development Agreement ("MPD Agreement") amending an existing Planned Unit Development ("PUD") Agreement 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** (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 MM&M Enterprise, LLC, a Nevada limited liability company, Miral Corp a Florida corporation, and Avalon Properties Corp, an Arizona Corporation (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.

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 MPD and will consist of (a) 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, as depicted on the MPD Conceptual Master Plan attached hereto as **Exhibit 3**, (Site Plan). The Project shall be developed in conformance with the Master Plan exhibit and the MPD Agreement. Except for the commercial parcel, each of the aforementioned shall fall under the jurisdiction of a separate association. Except for the commercial parcel, each association shall be part of the Citation Estates Master Association ("Master Association"). The Property shall be subdivided into fourteen (14) Planning Areas identified by **Exhibit 3**.

3.0 Land Use Areas:

3.1 General. The Project shall be made up of the following Planning Areas, the

locations of which are shown on the Revised Conceptual Master Plan:

A summary of the uses for each Planning Area is shown below:

AREA	PROPOSED USE	MAX DENSITY/INTENSITY
1	General Commercial (COM – 2)	135,000 SF
2	Single Family	56 Lots
3	Single Family	30 Lots
4	Conservation	0 Units/0 SF
5	Multi-Family	100 Units
6	Multi-Family	187 Units
7	Assisted Living	108 Beds
8	City Park	N/A
9	Wetland	N/A
10	Wetland	N/A
11	Wetland	N/A
12	Conservation	N/A
13	Multi-Family/Townhouse	72 Units
14	Roadway	N/A

(a) Commercial Planning Area 1: The existing 15.6 acre parcel of record (ID#07-11-31-7064-000RP-0040) shall be designated a Commercial Planning Area, identified as Planning Area 1. The Commercial 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 Planning Area shall be consistent with the general uses and development criteria of the 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.

(b) Single Family Planning Area 2: Single Family 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 in Section 5 of this Agreement.

(c) Single Family Planning Area 3: Single Family 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 Planning Areas 5 & 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.

Multi-Family Planning Areas 5 & 6 shall contain a maximum of 287 multi-family residential units as described herein. In addition to the multi-family residential units, Planning Areas 5 & 6 shall contain a portion of the Project's primary (private) roadway (as shown on **Exhibit 3**), 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. The multi-family residential units located in this parcel shall be a member of an association. The owner of Planning Areas 5 & 6 shall provide cross-access easements for pedestrian access at points certain along its western boundary with Planning Area 1 if directed by the City.

(e) Planning Area 7: Planning Area 7 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.

(f) City Park Planning Area 8: City Park Planning Area 8 shall be approximately 12.13 acres in size. The Owners agrees to construct the following improvements within Planning Area 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) miscellaneous facilities as depicted on the City Park Concept Plan, Exhibit 4, subject to review and approval during future Site Plan or plat application. Vehicular access shall be provided to the public by an ingress/egress location that permits the public to

enter the park property from a public right-of-way or publicly accessible access easement, and pedestrian access shall be provided via sidewalk connections to the public sidewalk system. Access to the park for residents of the project shall be through a series of sidewalks. Construction of the Park improvements, including appropriate parking by the owner shall be concurrent with the construction of Planning Area 13 Multi-Family units, or upon issuance of building permits to construct 91 residential units of any type, whichever occurs first. Planning Area 8 shall be conveyed by deed at no cost to the City of Palm Coast when the park improvements have been completed and accepted by the City. The City shall have sole functional maintenance responsibility for the stormwater facilities within the City Park Planning Area when the City is the fee simple owner of the property.

(g) Wetland Planning Areas 9, 10, and 11: Wetland Planning Areas 9, 10, and 11, shall be sized according to the requirements of the regulatory agencies that initially depict 28.82 acres of wetland and 7.12 acres of upland buffers. A perpetual conservation easement shall be granted to the SJRWMD if required. Wetland Planning Area 9 shall be platted simultaneously with the platting of the adjacent residential Planning Area 2, and Planning Areas 10 and 11 shall be platted simultaneously with the platting of Planning Area 6 or 3.

(h) Planning Area 12: Planning Area 12 shall consist of more than two (2) acres of conservation area. A perpetual conservation easement shall be granted to the SJRWMD over a portion of Planning Area 12, as indicated on **Exhibit 3** if required by SJRWMD. Planning Area 12 shall be platted at the time Planning Areas 10 and 11 are platted.

(i) Multi-Family Planning Area 13: Planning Area 13 shall contain a maximum of 72 Multi-Family units. However, if a second ingress/egress is not provided per City Comprehensive Plan and LDC requirements, the maximum number of units shall be 50. Said Multi-Family units shall follow the development guidelines identified in the Table of Site Development Requirements located in Section 5 of this MPD Agreement. The Multi-Family units located in this 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 Planning Area 14: Roadway Planning Area 14 shall consist of a private road generally as depicted in **Exhibit 3**, a portion of which shall be publicly accessible. Planning Area 14 shall be developed prior to or concurrent with the development of any other Planning Area that requires the roadway for primary or secondary access. No roads shall be dedicated to the public but shall be private and maintained by an Association.

#### 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 City regulations.

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 upland buffer around all protected, enhanced or mitigated wetlands.

(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 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 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 as required by the 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 wetlands may be impacted pending City review pursuant to LDC requirements.

(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 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 principles 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 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 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. 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 Project 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 be planted by the Owner or its assigns in the buffer immediately adjacent to residential Planning Area 3, to aid in the stabilization of the canal bank.

(ii) Belle Terre: A landscape buffer shall be provided along Belle Terre Boulevard, which shall be consistent with the LDC. 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 Owner during construction of the initial infrastructure improvements and shall continue to be maintained in accordance with the City LDC. All landscape areas shall be regularly maintained by the Owners or Master Association according to standard landscape practices and in accordance with the LDC.

(v) 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.

(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.

(ii) 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.

(iv) Access from Belle Terre Boulevard and Citation Boulevard to the Commercial Parcel shall be generally as shown on **Exhibit 3**. The Commercial Parcel shall

be accessed by a shared common access point on Belle Terre Boulevard and by one (1) driveway located on Citation Boulevard. The exact location and design of each driveway shall be determined 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.

(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), and 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) 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 Planning Area 5, unless otherwise mutually agreed to by the Owners and City Staff. The complex shall include, at a minimum, a swimming pool, 2000 square foot clubhouse, associated restrooms and walking paths. In addition, Planning Area 8 shall provide for passive recreation for the residents, and the general public shall be authorized to access and use that Planning Area. See **Exhibit “4.”** The City’s recreation level of service requirements as provided in the Comprehensive Plan shall be met.

(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 consistent with the Land Development Code. The trail/sidewalk system shall be constructed connecting each Planning Area to all others and shall provide for a connection to the proposed sidewalk on Belle Terre Boulevard at Planning Area 8 and to Citation Boulevard. Pedestrian and vehicular access for residents to the Commercial Planning Area 1 shall be achieved through internal connections without necessitating the exiting of the development, and pedestrian access to the City Park Planning Area 8 shall be achieved through internal connections without necessitating the exiting of the development.

(j) Lighting. Decorative pole mounted lighting fixtures 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 Planning 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 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 (FFWCC) 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..

(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 telephone service and electricity 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 private security.

(q) Aquifer Protection. Any abandoned wells discovered prior to or during 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 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 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. Any structure constructed by the owner shall conform to the architectural and landscaping theme of either the abutting 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.

## 5.0 Development Plan

5.1 Plan Overview – The MPD Conceptual Master Plan depicts the conceptual layout and

uses of the Project. All development shall conform to the Conceptual Master Plan and this Master Planned Development Agreement.

(a) Phase I Plat. The Owners shall plat each of the Planning 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 roadway shown in Planning Area 14 must be constructed in accordance with Section 3.1(j) of this Development Agreement. The final plat shall be subject to City Council approval.

(i) All Site Plan Applications shall be submitted to the City.

(b) Notwithstanding the foregoing, the Owners may at any time submit applications for Site Plan or Preliminary Plat of Commercial Planning 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 Planning Area of the Project. Minor deviations up to (10%) percent of the site development requirements may be granted administratively by the City. Other deviations shall be processed as variances in accordance with the LDC. A Table of Residential Site Development Requirements which provides the MPD development criteria for the residential Planning Areas is attached hereto as **Table 5.2**.

**Table 5.2 Residential Site Development Requirements**

<u>Regulation</u>	<u>Multi-Family Planning Area 5 &amp; 6</u>	<u>Multi-Family Planning Area 13</u>		<u>Single Family Planning Area</u> <u>2</u>	<u>Single Family Planning Area</u> <u>3</u>
		<b>Condo</b>	<b>Fee Simple</b>		
Minimum Lot Size	N/A	N/A	1,500 SF	6,600 SF	5,000 SF
Minimum Lot Width	N/A	N/A	20 FT <sup>(8)</sup>	70 FT	50 FT
Minimum Living Area	1,275 SF	1,200 SF	1,200 SF	2,200 SF	1,800 SF
Minimum Front Setback	50 FT <sup>(5)</sup>	20 FT <sup>(2)</sup>	20 FT <sup>(2)</sup>	20 FT	20 FT
Minimum Rear Setback	20 FT <sup>(1)</sup>	10 FT <sup>(6)</sup>	10 FT	20 FT <sup>(1)</sup>	10 FT <sup>(1)</sup>

Minimum Rear Street Setback	N/A	20 FT <sup>(1) (2)</sup>	20 FT <sup>(1) (2)</sup>	20 FT <sup>(1)</sup>	20 FT <sup>(1)</sup>
Minimum Side Interior Setback	N/A	N/A	0 FT <sup>(7)</sup>	7.5 FT <sup>(1)</sup>	5 FT <sup>(1)</sup>
Minimum Side Street Setback	50 FT <sup>(1) (5)</sup>	20 FT <sup>(1) (2)</sup>	20 FT <sup>(8)</sup>	20 FT <sup>(1)</sup>	20 FT <sup>(1)</sup>
Maximum Impervious Surface Ratio (ISR)	0.70	0.70	0.70	0.70	0.70
Minimum Distance Between Buildings	30 FT	20 FT	20 FT	N/A	N/A
Maximum Building Height	60 FT	35 FT	35 FT	35 FT	35 FT
Minimum Parking	2 SP/DU <sup>(3)</sup>	2 SP/DU <sup>(4)</sup>	2 SP/DU <sup>(4)</sup>	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 Planning Area 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.
- (4) Each garage space and contiguous exterior space will be counted as separate parking spaces.
- (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.
- (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 minimum open space for the project shall comply with the Land Development Code.

6.0 Maintenance: Except for 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 MPD 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 MPD 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 MPD Conceptual Master Plan and the development standards contained herein are maintained. Any modification to the MPD 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 the size of any perimeter buffer within the MPD 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 single family residential units shall include a garage. One-third (1/3) of Multifamily units in each multifamily development shall include a garage.

11.0 Concurrency: A current traffic study or traffic impact analysis shall be submitted for each phase of development. Concurrency shall be evaluated at the time of preliminary plat and/or Site Plan review.

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

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

### 13.0 Representations of Developer:

(a) The Developer hereby represents and warrants to the City that the Developer is the owner of the Subject Property in accordance with the title opinion provided by the Developer to the City issued by an attorney licensed to provide services in the State of Florida with said title opinion showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

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

(c) The Developer hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement. Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Developer to ensure that said

subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Developer fails to attain the joinder and consent, then the Developer shall lose all rights and benefits deriving hereunder.

14.0 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 MPD 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.

(l) In the event that a dispute arises under this MPD 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.

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

16.0 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).

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

(c) Any such notice will be deemed effective when received (if sent by hand delivery, overnight courier, telecopy 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).



(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-106  
Palm Coast, Florida, 32164

As to the Owner(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the City Council of the  
City of Palm Coast.

**CITY COUNCIL: City of Palm Coast**

By: \_\_\_\_\_  
John Netts, Mayor

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City of Clerk

Date: \_\_\_\_\_, 2015

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 MPD Agreement.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

Signed this \_\_\_ day of \_\_\_\_\_, 2015

STATE OF: \_\_\_\_\_,

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before, me this \_\_\_ day of \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 2015

STATE OF: \_\_\_\_\_,

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before, me this \_\_\_ day of \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 2015

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before, me this \_\_\_ day of \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 2015

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before, me this \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ a Florida \_\_\_\_\_ on behalf of the company. He is known to me and did not make an oath.

\_\_\_\_\_

(SEAL)