PALM COAST 145

**MASTER PLAN DEVELOPMENT AGREEMENT**

**THIS MASTER PLAN DEVELOPMENT AGREEMENT**, (herein referred to as the “Development Agreement”) is made and executed this day of , 2017, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (herein referred to as the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and the owner of the subject property, **Palm Coast 145, LLC**, a Florida limited liability company (herein referred to from time-to-time as the “Owner” regardless of whether singular or plural ownership status) whose address is 7070 NW 84th Ave, Parkland, Florida 33067.

***WITNESSETH:***

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

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

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

**WHEREAS,** the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) and City of Palm Coast City Council finds that this Development Agreement is consistent with the City’s Comprehensive Plan and Land Development Code (“LDC”) and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

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

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

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

**SECTION 1. RECITALS.**

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

**SECTION 2. REPRESENTATIONS OF OWNER.**

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

(b). The Owner 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 Owner 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.

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

(a). The City Council at its business meeting of 2017, approved a Master Plan Development for the Subject Property subject to the terms and conditions of this Development Agreement.

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

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

**SECTION 4. PROJECT DESCRIPTION**

The property shall contain two sections Residential and Commercial.

(a). Residential.

(1) Multi-Family

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

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

If the portion of the Property designated as Multi Family is developed for rental apartments then the following rules and restrictions shall apply:

* The development will incorporate Crime Prevention Through Environmental Design (CPTED) strategies.
* Members of local fire departments and officers of local law enforcement agencies shall receive a 20% discount off the rental rates for the apartments.
* There shall be on-site property management offices, which shall be open no less than six (6) days per week during normal business hours.
* Only entire apartment units shall be rented to tenants. No individual rooms in any apartment unit will be rented separately.

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

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

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

**SECTION 5. DEVELOPMENT PLAN**

(a) The Master Plan depicts the general layout of the entire development. The exact location of structures, lot lines, roadways, internal landscape buffers, wetlands, drainage facilities and other improvements shown on the Master Plan may be modified during review of the site development plans and Subdivision plat and plans.

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

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

**SECTION 6. LAND DEVELOPMENT CODE APPLICABILITY**

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

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

(1) Wetlands and Wetland Buffer. After the issuance of an Environmental Resource Permit by the St. Johns River Water Management District (SJRWMD), a conservation easement in favor of the SJRWMD shall be recorded. Conservation Easements including the upland buffer shall not be included within development lots. A minimum 25′ upland buffer shall be provided around all wetland areas not being impacted by development. Where wetlands are impacted by the development plan, buffering and mitigation, consistent with the SJRWMD permit, shall be provided. Activities within the upland buffer shall be limited to removal of invasive vegetation, installation of essential utilities and permitted trail crossings. Wetlands and wetland buffers shall be regulated by the LDC.

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

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

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

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

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

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

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

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

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

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

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

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

(10) Pedestrian / Bicycle Access. A pedestrian / bicycle system shall provide connection between residential and commercial areas, structures, commercial development and amenities, and for access and passive recreation needs. A multi-use path will be provided along US 1 frontage to connect the project to existing multi-use path system including benches.

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

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

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

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

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

(d) Management of solid waste shall be at the core of the management plan. Bear proof trash receptacles and dumpsters are required for residential and non-residential land uses.

(e) At no cost to the City of Palm Coast, recreation amenities shall be made available for bear outreach events at a minimum of once per year.

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

(14) Neighboring Property Perimeter Buffers. Owner will provide a’ meandering perimeter buffer that varies in width between 100’ and 140’ between proposed development and existing neighboring residential properties in accordance with **Exhibit “B”**. Owner will make all efforts to leave this “buffer” in its current natural condition. If a buffer cannot be preserved in its natural condition, then supplemental landscaping will be provided meeting the requirements of the LDC. Owner will also install a 6 foot tall chain link fence along the northern and eastern property boundary with a privacy landscape hedge to provide visual and noise separation.

(15) Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

**SECTION 7. SITE DEVELOPMENT PLAN**

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

## Table of Site Development Requirements

|  |  |  |
| --- | --- | --- |
| **TYPE** | **MULTI-FAMILY (MFR-1)** | **COMMERCIAL (COM-2)**2 **& AMENITY CENTER** |
| Lot Width Minimum | 100’ | 100’ |
| Lot Size Minimum | 2,500 Sq.Ft. | N/A |
| Living Area Minimum | 750 Sq.Ft. | N/A |
| Height Maximum1 | 36’ | 75’ |
| Setbacks from Street Minimums | N/A | Arterial/Collector Road 25’  Local Road 20’  Or Landscape Buffer whichever is greater |
| Front Setback Minimum | 20’ | N/A |
| Interior Side Yard Setback Minimum | 0’ | 10’ |
| Rear Setback Minimum | 15’ | 10’ Interior boundary |
| Side Street Setback Minimum | 15’ | N/A |
| Max Impervious Surface Ratio (ISR) | .70 | .70 |
| Maximum Floor Area Ratio (FAR) | N/A | .40 |

1 Roof heights shall be measured in accordance with LDC

2 Commercial development standards not identified in MPD shall follow LDC.

3 Impervious is calculated on the whole project rather than individual lots.

**Additional Dimensional Requirements**

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

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

(c) Parking. Parking shall comply with the LDC

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

(e) Services All services for the Property, including utilities, fire protection, solid waste, telephone, electricity, cable television, fiber optics, and stormwater management shall be provided by the responsible parties. All new utilities serving the project shall be installed underground except wells and pump stations. Existing wells and pump stations and overhead power lines shall not be required to be placed underground. Water and wastewater services are to be provided by the City of Palm Coast.

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

(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.

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

(c). Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of the said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing said action or terminating this Development Agreement. If thirty (30) days is not a reasonable period of time in which to cure the default, the length of the cure period shall be extended for a time period acceptable to the City, but in no case shall the cure period exceed ninety (90) days from the initial notification of default. Upon proper termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

**SECTION 9. NOTICES.**

(a). All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Owner at its address set forth below (or such other address as may be hereafter be 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 that 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 parties’ addresses for the delivery of all such notices are as follows:

As to the City: City Manager

160 Lake Avenue

Palm Coast, Florida, 32164

As to the Owner: Palm Coast 145, LLC

7070 NW 84th Ave

Parkland, FL 33067

**SECTION 10. SEVERABILITY.**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Development Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Development Agreement shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Development Agreement.

**SECTION 11. SUCCESSORS AND ASSIGNS.**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 14. RECORDATION.**

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

**SECTION 15. PERMITS.**

(a). The failure of this Development Agreement to address any specific City, County, State, or Federal permit, condition, term, or restriction shall not relieve the Owner or the City of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

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

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

**SECTION 16. THIRD PARTY RIGHTS.**

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

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

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

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

**SECTION 18. ATTORNEY’S FEES.**

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

**SECTION 19. *FORCE MAJEURE*.**

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

**SECTION 20. CAPTIONS.**

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

**SECTION 21. INTERPRETATION.**

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

(b). This Development Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Development Agreement subject, however, to the provisions of Section 19.

**SECTION 22. FURTHER ASSURANCES.**

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

**SECTION 23. COUNTERPARTS.**

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

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

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

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

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

This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature as between the parties relating to the subject matter of this Development Agreement.

**(SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE)**

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

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

**COMES NOW,** the Owner on behalf of itself and its 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 Development Agreement.

|  |  |
| --- | --- |
| WITNESSES:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (print)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (print) | Palm Coast 145, LLC  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2017, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Palm Coast 145, LLC, a Florida limited liability company, (check one) □ who is personally known to me or □ who produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification.

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

Notary Public – State of Florida

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

My Commission expires:

CITY OF PALM COAST, FLORIDA

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

Milissa Holland, Mayor

ATTEST:

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

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

William E. Reischmann, Jr., City Attorney

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2017, by Milissa Holland, Mayor of the City of Palm Coast, Florida, who is personally known to me.

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

Notary Public – State of Florida

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

My Commission expires: