



City of Palm Coast
Agenda
PLANNING AND LAND
DEVELOPMENT
REGULATION BOARD

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoastgov.com

Chair Glenn Davis
Vice Chair Clinton Smith
Board Member Robert J. DeMaria
Board Member Sybil Dodson-Lucas
Board Member Christopher Dolney
Board Member Jake Scully
Alternate Board Member Charles
Lemon
Alternate Board Thomas Oelsner
School Board Rep David Freeman

Wednesday, December 4, 2019

6:30 PM

COMMUNITY WING OF CITY HALL

RULES OF CONDUCT:

>Public comment will be allowed consistent with Senate Bill 50, codified at the laws of Florida, 2013 – 227, creating Section 286.0114, Fla. Stat. (with an effective date of October 1, 2013). The public will be given a reasonable opportunity to be heard on a proposition before the City's Planning & Land Development Regulation Board, subject to the exceptions provided in §286.0114(3), Fla. Stat.

>Public comment on issues on the agenda or public participation shall be limited to 3 minutes.

> All public comments shall be directed through the podium. All parties shall be respectful of other persons' ideas and opinions. Clapping, cheering, jeering, booing, catcalls, and other forms of disruptive behavior from the audience are not permitted.

>If any person decides to appeal a decision made by the Planning and Land Development Regulation Board with respect to any matter considered at such meeting or hearing, he/she may want a record of the proceedings, including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made.

>If you wish to obtain more information regarding Planning and Land Development Regulation's Agenda, please contact the Community Development Department at 386-986-3736.

>In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-986-3713 at least 48 hours prior to the meeting.

>The City of Palm Coast is not responsible for any mechanical failure of recording equipment

>All pagers and cell phones are to remain OFF while the Planning and Land Development Regulation Board is in session.

A Call to Order and Pledge of Allegiance

B Roll Call and Determination of a Quorum

C Approval of Meeting Minutes

**1 MEETING MINUTES OF THE NOVEMBER 20, 2019 PLANNING AND LAND DEVELOPMENT
REGULATION BOARD MEETING**

D Public Hearings

- 2 59 FAWN LANE, A SETBACK VARIANCE, APPLICATION # 4157**
- 3 AN AMENDMENT TO THE PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER TO AMEND THE USES IN BUSINESS/INSTITUTIONAL TRACTS, MEMORIALIZE AND AMEND CONDITIONS, AND REVISE PROCESS FOR ADDING LANDS AND CONVERSION OF ENTITLEMENTS**
- 4 AN AMENDMENT TO THE PALM COAST PARK MPD-DEVELOPMENT AGREEMENT TO ALLOW RESIDENTIAL HIGH DENSITY USE ON TRACTS 15, 17, AND 20; ALLOW RESIDENTIAL MEDIUM DENSITY USE ON TRACT 22, ALLOW COMMERCIAL ON TRACT 17, AND LIMIT INDUSTRIAL USES TO US-1**

E Board Discussion and Staff Issues

F Adjournment

City of Palm Coast, Florida Agenda Item

Agenda Date: DECEMBER 4, 2019

Department	PLANNING	Amount
Item Key	7423	Account
		#
Subject	MEETING MINUTES OF THE NOVEMBER 20, 2019 PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING	
Background :		
Recommended Action :		
Approve the minutes as presented.		



**City of Palm Coast
Minutes
PLANNING AND LAND
DEVELOPMENT
REGULATION BOARD**

City Hall
160 Lake Avenue
Palm Coast, FL 32164
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***Chair Glenn Davis
Vice Chair Clinton Smith
Board Member Robert J. DeMaria
Board Member Sybil Dodson-Lucas
Board Member Christopher Dolney
Board Member Pete Lehnertz
Board Member Jake Scully
Alternate Board Member Charles
Lemon
Alternate Board Thomas Oelsner
School Board Rep David Freeman***

Wednesday, November 20, 2019

5:30 PM

COMMUNITY WING OF CITY HALL

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Call to Order and Pledge of Allegiance

Chair Davis called the November 20, 2019 meeting of the Planning and Land Development Regulation Board (PLDRB) to order at 5:30PM.

Roll Call and Determination of a Quorum

Present and responding to roll call were:

Chair Davis
Vice Chair Smith
Mr. Dolney
Mr. DeMaria
Mr. Scully
Mr. Lemon
Mr. Freeman

Excused:
Mrs. Lucas
Mr. Oelsner

Approval of Meeting Minutes

1 MEETING MINUTES OF THE OCTOBER 16, 2019 PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING

Pass

Motion made to approve as presented by Board Member DeMaria and seconded by Vice Chair Smith

Approved - 6 - Chair Glenn Davis, Board Member Christopher Dolney, Board Member Robert DeMaria, Board Member Jake Scully, Vice Chair Clinton Smith, Alternate Board Member Charles Lemon

Public Hearings

2 ELECTION OF THE CHAIR AND THE VICE CHAIR TO THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD

Pass

Mr. DeMaria made a motion to have Chair Glenn Davis continue as Chair to the PLDRB. This motion was seconded by Mr. Smith. The motion was approved by a vote of 6-0.

Mr. Dolney made a motion to have Vice Chair Clint Smith continue as Vice Chair to the PLDRB. This motion was seconded by Mr. Scully. The motion was approved by a vote of 6-0.

Approved - 6 - Chair Glenn Davis, Board Member Christopher Dolney, Board Member Robert DeMaria, Board Member Jake Scully, Vice Chair Clinton Smith, Alternate Board Member Charles Lemon

3 REQUEST FOR VARIANCE FOR 59 FAWN LANE APPLICATION #4157

Mr. Tyner, Deputy Chief Development Officer, informed the PLDRB members that the applicant requested that this item be continued to a date certain of December 4, 2019 @ 6:30PM.

Pass

Motion made to continue to date certain of December 4, 2019 @ 6:30PM by Board Member DeMaria and seconded by Board Member Dolney

Approved - 6 - Chair Glenn Davis, Board Member Christopher Dolney, Board Member Robert DeMaria, Board Member Jake Scully, Vice Chair Clinton Smith, Alternate Board Member Charles Lemon

4 REQUEST FOR SIGN VARIANCE FOR COASTAL REHAB AND SPORTS MEDICINE - APPLICATION # 4175

Mr. Ray Tyner, introduced this agenda item along with Beth Dawson, Landscape Architect, who gave a presentation which is attached to these minutes. Applicant's representative, Ms. Suzanne Sibille introduced herself to the PLDRB members and gave some personal background on this project, she and her husband run the business.

Chair Davis opened this agenda item to public comment at 5:44PM. Seeing no one approach the podium, Chair Davis closed this agenda item to public comment at 5:45PM.

Pass

Motion made to approve as presented by Vice Chair Smith and seconded by Board Member Scully

Approved - 6 - Chair Glenn Davis, Board Member Christopher Dolney, Board Member Robert DeMaria, Board Member Jake Scully, Vice Chair Clinton Smith, Alternate Board Member Charles Lemon

5 MATANZAS WEST MULTI-FAMILY MASTER SITE PLAN, APPLICATION # 4128

Mr. Ray Tyner introduced this item along with giving some information on the Palm Coast Park development which is a Development of Regional Impact (DRI) along with this DRI's history. He also introduced Mr. Bill Hoover, Senior Planner, who gave a presentation which is attached to these minutes.

Mr. Curt Wimpee, project engineer from Alliant Engineering, introduced himself to the PLDRB members and was available for any questions.

Mr. Hoover clarified the Land Development Code (LDC) parking requirements for 1, 2, and or 3 bedroom apartments.

Chair Davis opened this agenda item to public comment at 5:59PM.

Mr. Rick Lees addressed the PLDRB members and questioned if anyone thought about the lack of employment for these new tenants as well as questioned whether this development would be low income. He also indicated he did not receive a neighborhood meeting notification from the developer/applicant.

Chair Davis closed this agenda item to public comment at 6:00PM.

Mr. Scully asked if any of the entitlements changed with regard to this development regarding density. Mr. Hoover confirmed that this item would appear before both the PLDRB and City Council and that nothing changed.

Mr. Smith asked Mr. Hoover if notification requirements from the LDC were followed for this agenda item (referring to the LDC requirement that neighboring parcel owners, within 300 feet of the subject parcel, are notified in writing 14 days before the neighborhood meeting). Mr. Hoover said yes the LDC requirements were followed.

Mr. DeMaria asked that the developer's representative (Mr. Wimpee) clarify the unit mix. Mr. Wimpee indicated that there is a mix of 1, 2 and 3 bedroom units. Mr. DeMaria also asked that Mr. Wimpee clarify the required number of parking spaces. Mr. Wimpee clarified that 1.5 parking spaces per unit is typical for multi-family. Most units only have 1 car, even though you have a mix of bedroom units, the .5 car compensates for that mix. Mr. DeMaria questioned whether this development is age restricted. Mr. Wimpee indicated he didn't believe so. Mr. DeMaria also questioned whether or not the property would be gated and Mr. Wimpee indicated that it will be gated. Mr. DeMaria questioned whether the sewage department had looked at this plan. Mr. Tyner said yes, and that occurred during the DRI (in 2004) and that the Utility Department works along with Planning Division to review each project. They are part of the process from beginning to the end. Mr. Tyner clarified that the site plan doesn't come back to the PLDRB - City Council would approve and that the Site plan must follow LDC.

Paul Sacks, President, Lyndon Development (Klotz Companies), addressed Mr. Lees' questions during the public comment portion of this agenda item, the units would be market rate and the development would be a gated community. Mr. Sacks, indicated that a market study was done prior to the submittal of their application and that market study indicated that apartment units were needed in the City of Palm Coast. He also agreed to speak with Mr. Lees after the meeting to answer any other questions.

Mr. Freeman questioned the timeline for this project. Mr. Sacks indicated that they hoped to break ground by the end of 1st quarter, beginning of 2nd quarter 2020.

Pass

Motion made to approve as presented by Board Member Dolney and seconded by Board Member DeMaria

Approved - 6 - Chair Glenn Davis, Board Member Christopher Dolney, Board Member Robert DeMaria, Board Member Jake Scully, Vice Chair Clinton Smith, Alternate Board Member Charles Lemon

6 SAWMILL BRANCH AT PALM COAST PARK, A SUBDIVISION MASTER PLAN, APPLICATION # 3930

Mr. Tyner gave the introduction on this agenda item, 2nd phase of the Sawmill Branch, which is part of the Palm Coast Park DRI. Mr. Tyner also introduced Mr. Bill Hoover, Senior Planner, who gave a presentation which is attached to these minutes.

Mr. William Schaefer, project engineer with Dominion Engineering, addressed the PLDRB members regarding this agenda item.

Chair Davis opened this agenda item to public comment at 6:15PM and seeing no one approaching the podium, Chair Davis closed this agenda item to public comment at 6:16PM.

Chair Davis questioned the lot size for this Master Planned Development (MPD), Mr. Hoover clarified that the lot size of 40 sq. foot wide lot is in the Saw Mill Creek Master Planned Development (MPD). Mr. Tyner clarified that the 40 foot is the minimum width allowed per this MPD.

Mr. DeMaria questioned whether or not there would be a property owners' association (HOA) in this development. Mr. Schaefer, clarified that St. Johns River Water Management District stormwater permits requires an HOA to oversee the maintenance of the stormwater system. Mr. DeMaria asked if this would be a gated property and Mr. Schaefer indicated no. Mr. DeMaria asked if this would be an age restricted property and Mr. Schaefer indicated no.

Pass

Motion made to approve as presented by Board Member Dolney and seconded by Vice Chair Smith

Approved - 6 - Chair Glenn Davis, Board Member Christopher Dolney, Board Member Robert DeMaria, Board Member Jake Scully, Vice Chair Clinton Smith, Alternate Board Member Charles Lemon

Board Discussion and Staff Issues

Chair Davis read a letter regarding PLDRB members' attendance and advance notice to the Recording Secretary, Irene Schaefer, for any absences. Chair

Davis requested that this letter be emailed to all members. Letter is attached to these minutes.

Chair Davis brought up the situation about the trees that were damaged due to FP&L trimming. Mr. Tyner will review with the City Arborist, however, he did clarify that FP&L does have an easement to maintain the area around their power lines, in order to maintain health and safety.

Mr. DeMaria asked for clarification purposed that going forward the sewage availability be included in the agenda packet. Mr. Tyner clarified that the City Planning Division would not recommend approval for any application where the project did not meet level of service thresholds.

Chair Davis requested information on the FDOT roundabout being constructed on Route 1, the Recording Secretary, Irene Schaefer, will send information to all the PLDRB members about this project. The FDOT memo is attached to these minutes.

Irene Schaefer reminded the PLDRB members of the December 4th, Citizens' Advisory Task Force Meeting at 5:30PM followed by the PLDRB special meeting at 6:30PM.

Adjournment

*Motion made that the meeting be adjourned by Mr. Dolney and the motion was seconded by Mr. DeMaria.
The meeting was adjourned at 5:28PM.*

*Respectfully Submitted by:
Irene Schaefer, Recording Secretary*

ATTACHMENTS

City of Palm Coast, Florida

Agenda Item

Agenda Date: DECEMBER 4, 2019

Department	PLANNING	Amount
Item Key	7431	Account
		#
Subject 59 FAWN LANE, A SETBACK VARIANCE, APPLICATION # 4157		
<p>Background: Requested Action: The applicant has applied for a 5.4 foot variance from the required 10 foot minimum side setback which would result in a 4.6 foot setback.</p> <p><u>Site History:</u> The subject property is currently a legal nonconforming lot and structure due since it was previously approved via a Special Exception by the Flagler County Planning Board in 1988 that allowed the property to be converted from single-family residential to a professional office. Once the City of Palm Coast established their zoning maps in 2003, the property was designated Limited Office (OFC-1) and subject to those development regulations. The minimum lot size for a property in this zoning district is 15,000 square feet. The property lot size is 8,276 +/- square feet and is nonconforming since the property is under the minimum lot size by 45%.</p> <p>The property also has two legal nonconforming setbacks since the building was constructed under minimum required setbacks of 22 ft. for the front, 20 ft. rear, 20 ft. street side, and interior side of 3 ft. The current zoning Limited Office (OFC-1) Zoning District has minimum building setbacks of 25 ft. front, 20 ft. rear, 20 ft. street side, and 10 ft. interior side. The current building has a front setback of 23.4 feet with 25 feet required (short 1.6 feet) and an interior side setback of 4.6 feet with 10 feet required (short 5.4 feet).</p>		
<p>Recommended Action :</p> <p>Planning staff recommends that the Planning and Land Development Regulation Board approve Application # 4157 requesting a 5.4 foot variance setback from the required 10 foot interior side yard setback which would allow the deck to be constructed with a setback of 4.6 feet, with the following conditions:</p> <ol style="list-style-type: none"> 1. Applicant shall install six 3-gallon evergreen shrubs within 10 feet of the east property line. 2. No outside music to be permitted in the patio or deck area. 3. The patio and deck area shall not be open for dining between the hours of 7:00 PM to 7:00 AM. 4. The large oak tree within the proposed deck area shall be saved until it is no longer healthy or becomes a hazard. The deck area shall be constructed as a cut-out around this oak tree. 		



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR APPLICATION #4157
PLANNING AND LAND DEVELOPMENT REGULATION BOARD
December 4, 2019**

OVERVIEW

Application Number: 4157

Applicant: The Fawn Project, LLC

Property Owners: Fatima Sena, Luiz M. Sena, Adam Bivens, and Norma Bivens

Property Description: Existing commercial building located at northeast corner of Florida Park Drive and Fawn Lane on Lot 1 in Fawn Oaks Village subdivision.

Location: 59 Fawn Lane
Parcel ID: 07-11-31-7032-000A0-0010
Current FLUM designation: Mixed Use
Current Zoning designation: Limited Office (OFC-1)
Current Use: Office
Size of subject property: 8,276 +/- Sq. Ft.

Requested Action: The applicant has applied for a 5.4 foot variance from the required 10 foot minimum side setback which would result in a 4.6 foot setback.

BACKGROUND/SITE HISTORY

The subject property is currently a legal nonconforming lot and structure since it was previously approved via a Special Exception by the Flagler County Planning Board in 1988 that allowed the property to be converted from single-family residential to a professional office. Once the City of Palm Coast established their zoning maps in 2003, the property was designated Limited Office (OFC-1) and subject to those development regulations. The minimum lot size for a property in this zoning district is 15,000 square feet. The property lot size is 8,276 +/- square feet and is nonconforming since the property is under the minimum lot size by 45%.

The property also has two legal nonconforming setbacks since the building was constructed under minimum required setbacks of 22 ft. for the front, 20 ft. rear, 20 ft. street side, and interior side of 3 ft. The current zoning Limited Office (OFC-1) Zoning District has minimum building setbacks of 25 ft. front, 20 ft. rear, 20 ft. street side, and 10 ft. interior side. The current building has a front setback of 23.4 feet with 25 feet required (short 1.6 feet) and an interior side setback of 4.6 feet with 10 feet required (short 5.4 feet).

OFC-1: Description of Criteria	OFC-1: Standards/Provided
Min. Lot Size	15,000 sq. ft. / 8,276 +/- sq. ft.
Min. Lot Width	100 ft. / 63 ft.
Max. Impervious Ratio	0.70 / 0.18
Floor to Area Ratio	0.40 / 0.18

Max. Bldg. Height	75 ft. / about 12 ft.
Min. Front Setback	25 ft. / 23.4 ft.
Min. Rear Setback	10 ft. / 44.9 ft.
Min. Interior Side Setback	10 ft. / 4.6 ft.
Min. Street Side Setback	20 ft. / 20.7 ft.
** Subject of variance	

LAND USE AND ZONING INFORMATION

SURROUNDING LAND USES:

NORTH:	FLUM:	Mixed Use
	Zoning:	Limited Office (OFC-1)
	Use:	Social Club
SOUTH:	FLUM:	Mixed Use
	Zoning:	Limited Office (OFC-1)
	Use:	Medical Offices
EAST:	FLUM:	Residential
	Zoning:	Multi-Family Residential (MFR-1)
	Use:	Residential
WEST:	FLUM:	Institutional
	Zoning:	Parks and Greenways (P&G)
	Use:	City Park

Proposed Standards

The Applicant is requesting a variance for a wooden deck for an outdoor seating area behind the rear of the structure that would intrude no further than the existing building into the interior side yard setback. The existing building has an interior side setback of 4.6 feet which would be a variance request of 5.4 feet for the deck from the OFC-1 District's 10 feet setback.

ANALYSIS OF LAND DEVELOPMENT CODE, SECTION 2.05.05

Prior to approval of a Development Order for a variance, the proposed project must also be evaluated for conformance with the requirements of LDC Section 2.05.05, which provides criteria that must be met to issue approval. The proposed project has been evaluated against the review criteria as described in detail below.

A. The proposed development must not be in conflict with or contrary to the public interest;

Planning Staff Finding: The proposed development is not in conflict with or contrary to the public interest, as the project will meet all applicable development standards within the Unified Land Development Code and will promote the reuse of a property that had been listed "for sale" for 6 years.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Planning Staff Finding: The request is consistent with the Comprehensive Plan which designates the project as within the Mixed Use designation. The following are a selection of goals, policies and objectives that the project supports:

Chapter 1, Future Land Use Element, Objective 1.1.4 Discourage urban Sprawl (*The proposed variance will encourage an existing property to be updated, become a usable facility again, and provide a neighborhood service that is currently missing.*)

Chapter 1, Future Land Use Element, Policy 1.1.4.1 The Mixed Use land use designation is intended to provide opportunities for residents to work, shop, engage in recreational activities, and attend school and religious services in close proximity to residential dwellings. *(The proposed variance will allow the outdoor deck and seating area large enough to be viable while retaining a large oak tree of about 3 feet in diameter so it can provide a recreational amenity that is located directly across the street from Holland Park.)*

C. The proposed development must not impose a significant financial liability or hardship for the City;

Planning Staff Findings: Approval of the variance will not create any financial liability or hardship on the City.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Planning Staff Finding: The proposed development poses no unreasonable hazard, nuisance, nor does it constitute a threat to the general health, welfare, or safety of the City's inhabitants. If the variance was denied staff would not be able to place any conditions on the outdoor operation of the seating area which could cause more of a nuisance than having the deck located 5.4 feet closer to the interior side property line.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;

Planning Staff Finding: The applicant shall submit plans and permit applications as required to the various agencies having jurisdiction, and shall meet all requirements of applicable local, state and federal laws, statutes, ordinances, regulations and codes.

ANALYSIS OF LAND DEVELOPMENT CODE, SECTION 2.12.03

In addition to the findings listed in Subsection 2.05.05 for all development orders, variance applications shall be reviewed based on the following:

A. No application for a variance shall be approved unless the Planning and Land Development Regulation Board finds that the following standards are met, recognizing that the applicant bears the burden of proof.

1. Special conditions and circumstances exist which are peculiar to the land, use, or building involved and which are not applicable to other lands, uses, or buildings in the same zoning district; and

Planning Staff Finding: Yes, this criteria is met since the building was constructed in 1977 at 4.6 feet when the required interior side yard setback was only 3 feet. In 1988, the property was rezoned by Flagler County to O-1 (Office) and when the City initiated their official zoning map the property was designated OFC-1 which had a larger side yard setback of 10 feet.

2. The special conditions and circumstances are not self-imposed and do not result from the actions of the applicant; and

Planning Staff Finding: Yes, this criteria is met since the FLUM for the property has been changed by the City to Mixed Use and the zoning to OFC-1.

3. Literal interpretation of the provision of this LDC would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this LDC and would work unnecessary and undue hardship on the applicant; and

Planning Staff Finding: Yes, this criteria is met since the site and building setbacks are both legal and non-conforming. Constructing a deck in the rear of the structure that meets the side yard setback of the building is a normal condition whether the building is residential or non-residential. The neighboring home to the east was constructed on the property line and has only about a 3.5 foot setback on the east side of the approximate 42 foot wide lot.

4. The variance is the minimum relief necessary that will make possible the reasonable use of the land or building; and

Planning Staff Finding: Yes, this criteria is met since minimum and reasonable use of the land would allow a deck to be placed behind the building and not protrude further into the side yard setback than the existing structure. If the deck would be located a full ten foot from the side yard it would be difficult to have sufficient deck area while retaining the large oak tree that has a diameter of about three feet. Planning staff is proposing a condition that the large oak tree cannot be removed as long as it remains healthy.

5. The granting of the variance will be in harmony with the general intent and purpose of this LDC and that such variance will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare or injurious to other property in the area.

Planning Staff Finding: Yes, this criteria is met since the LDC promotes the redevelopment of existing properties using reasonable development standards. The property owner directly to the east purchased a home that had a 0 foot setback on the west and a 3.5 foot setback on the east but yet wants this property owner to setback this above ground deck 10 feet stating the area is already too crowded. Note that the home to the east has no windows facing the subject property and has a fence located within the back yard along the common property line with the subject property. Planning staff is proposing conditions on the usage of the outdoor deck that would not be required if the applicants had not requested a variance and instead had just applied for a building permit for a deck using the 10 foot setback. Planning staff believes their recommended conditions of approval will mitigate for having the deck 5.4 feet closer to the property's side yard.

PUBLIC PARTICIPATION

A letter dated 11/4/19 from the property owner at 57 Fawn Lane, Ms. Susan Beier, whose property is adjacent to the proposed coffee house/bakery, stating she is opposed to the deck being built and the area is too crowded.

RECOMMENDATION

Recommendation: Planning staff recommends that the Planning and Land Development Regulation Board approve Application # 4157 requesting a 5.4 foot variance setback from the required 10 foot interior side yard setback which would allow the deck to be constructed with a setback of 4.6 feet, with the following conditions:

1. Applicant shall install six 3-gallon evergreen shrubs within 10 feet of the east property line.
2. No outside music to be permitted in the patio or deck area.
3. The patio and deck area shall not be open for dining between the hours of 7:00 PM to 7:00 AM.
4. The large oak tree within the proposed deck area shall be saved until it is no longer healthy or becomes a hazard. The deck area shall be constructed as a cut-out around this oak tree.



November 5, 2019

RE: Variance, application No. 4157

Dear Members of the Planning and Land Development Regulation Board,

I am writing today to request that the board approve our application for the variance to build the proposed outdoor seating area as per the remitted plans. When I was asked to provide a letter to the board as part of the checklist for the application submitted, it was not really clear on what should be included or excluded. The checklist asked to state factual and relevant information. I will begin by including the factual information...59 Fawn Lane prior to our purchase was on the market for 2,108 days. In April 2019, as I drove past it, I began to dream about opening up my very own bakery. My passion for creating art on baked goods has fueled my desire to press forward with this project. What a wonderful location it is (as it directly across Holland Park) to have a bakery & café in this community. I ignored the internal voice for a few of months but over time it intensified. I finally looked up the property and called the listing agent. I asked her several questions regarding the property, but the most important question was regarding its zoning. After a lengthy process and many calls and meetings later, I was told that this property had many offers and interested buyers throughout the years but due to its zoning prospects were being told that it could only be used for an office-type business. I could not shake my love for this little dilapidated but quaint looking home. So, with persistence, prayer and the support of Ray Tyner, SCORE and many other wonderful people along the way, we purchased the building AS-IS. There is so much work to be done, but we are no strangers to hard work.

The location is perfect, and we have already met the neighbors all of which have shared that they can't wait for us to open. Our vision is to provide enough indoor and outdoor seating so that local residents can experience buy local, eat local in a more casual setting than that of a franchise shop. We had one neighbor at 53 Fawn Lane say that her husband is confined to a wheelchair and that they do not get out much. They were exciting to hear about The Fawn Project since it is in such close proximity to her home. She also stated that it would afford her the opportunity to take her wheelchair bound husband out for a stroll. The outdoor patio/deck area would provide him, and many others shade beneath the beautiful existing oak that abuts the rear of the home. We would also be able to provide park goers a place within walking distance to pick up some fresh made cupcakes for birthdays or any celebration under the county park gazebos.

What is perhaps most relevant here, and what I would ask the board to consider is that the owners of the subject property are long-time residents of this county. Two owners are high-ranking firefighters and the other two are already vested and invested in successful and well-respected businesses in Flagler County known as MPower Fitness and Welcome Home Real

Estate, LLC. All the owners love the city we live in and are passionate about creating a relaxed environment where people can come in enjoy a great cup of coffee and stay for a while. By approving the variance for the outdoor deck, it will allow our customers to enjoy our product and make use of the wonderful shade provided by the long-standing oak tree in which the deck would be built around. People of this county long for community, places to congregate and relax and form friendships our hope and prayer is that the city falls in love with the project as much as we did and approves our request.

We truly believe in our hearts that The Fawn Project will be a blessing to all those who walk through our doors.

Sincerely and respectfully submitted,

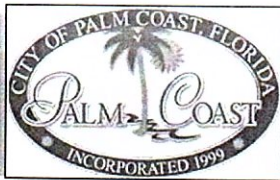
THE TEAM

Fatima Sena "The Visionary"



Norma Bivens "The Hostess with the Mostest"

Adam Bivens & Lou Sena "Our wonderful husbands and business partners"



NOTIFICATION AFFIDAVIT for VARIANCE / SPECIAL EXCEPTION

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 5 day of November, 2019 personally appeared

Fatima Q. Sena who after providing

FL DL S500-240-75-920-0 as identification and

who did, X did not take an oath, and who being duly sworn, deposes and says as follows:

"I have read and fully understand the provisions of this instrument."

1. Each abutting property owner (as defined in the Unified Land Development Code) of the boundary lines of **Application #** 457, has been mailed a letter by certified mail at least fourteen (14) calendar days before the hearing date notifying them of the date, time, and place of the , Planning & Land Development Regulation Board (PLDRB) hearing; and
2. No other documentation was provided in the envelope with the notification letter.

[Signature]
Signature of Responsible Party

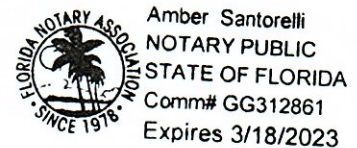
Fatima Q. Sena
Printed Name

26 Fernon Lane Palm Coast, FL 32137
Mailing Address

[Signature]
Signature of Person Taking Acknowledgement

Amber Santorelli
Name of Acknowledger (Typed, Printed or Stamped)

SEAL



This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department at least seven (7) days prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.



Property Owner Letter of Authorization

*****IF APPLICANT IS NOT THE PROPERTY OWNER*****

Dear Planning Manager,

I/(We) Fatima Sena, Luiz Sena, Norma Biven's
Adam Bivens

(All property owners)

being the current property owner(s) of the property legally described as Parcel Number(s)

07-11-31-7002-000A0-0010

and also described as Subdivision Fawn Oaks Village Subdivision

Section _____, Block _____, Lot _____, OR

Street Address or Physical Location:

59 Fawn Lane, Palm Coast, FL 32137

Do hereby designate and authorize

Fatima and Luiz Sena

(name of agent / applicant)

representing The Fawn Project, LLC

(Individual or Corporate Name)

to sign on my/our behalf, as my/our agent to submit an application for a

Variance Application

(type of application)

for the property described above.

Norma Bivens

Signature of property owner

NORMA BIVENS

Print name

Adam Bivens

Signature of property owner

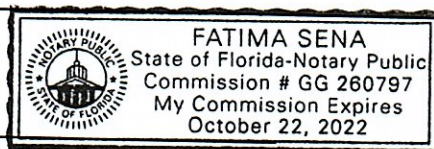
Adam Bivens

Print name

NOTARY: This instrument was acknowledged before me on this 5th day of November,
20 19 by Norma Bivens and Adam Bivens who is/are personally known to me, or
who has/have produced N/A as identification.

[Signature]

Signature of Notary Public, State of Florida



(SEAL)



AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida

COUNTY OF Flagler

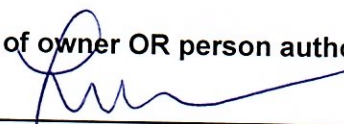
COMES NOW, Luiz M. Sena, being first duly sworn, who deposes and says:

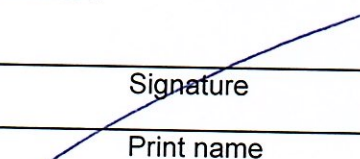
(1) That he/she is the owner, an officer of The Fawn Project, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: The Fawn Project, LLC relating to the following described real property:

(3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application


Signature
Luiz M. Sena
Print name


Signature

Print name

NOTARY: This instrument was acknowledged before me on this 5 day of November, 2019 by Luiz Sena who is/are personally known to me, or who has/have produced FL DL S50053369 0840 as identification.

(SEAL)


Signature of Notary Public, State of Florida



Amber Santorelli
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG312861
Expires 3/18/2023



JOINDER AND CONSENT AFFIDAVIT

JOINDER AND CONSENT BY Ameris Bank
Name of Lending Institution / Mortgage Holder

COME NOW, _____ and Joins and Consents to the
covenants and conditions set forth herein and hereunto sets his hand and seal this 5th day
of November, 2019.

ATTEST:

Ameris Bank
Name of Lending Institution

[Signature]
~~Corporate Secretary~~
COMMERCIAL BANKING ASSISTANT
CAROL ALMOND
Printed Name

[Signature]
~~Corporate President~~ SENIOR VICE PRESIDENT
MICHAEL D. JACKSON
Printed Name

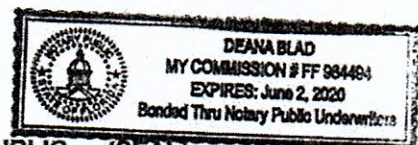
ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 5 day of Nov., 2019, by
Michael D Jackson who is/are personally known to me or who
has produced known as identification and who did execute said
instrument for the purpose therein expressed.

WITNESS my hand and official seal the day month and year aforesaid.

[Signature]
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC (SEAL)





OFFICER'S CERTIFICATE OF AMERIS BANK

Cindi Lewis, in her capacity as Executive Vice President, Chief Administrative Officer & Corporate Secretary of Ameris Bank, does hereby certify that:

The following named individual is a qualified officer of Ameris Bank and holds the office set forth below. Mr. Jackson is authorized to execute documents and conduct business on behalf of Ameris Bank.

Michael (Mike) D. Jackson
Senior Vice President and Commercial Banker – Ormond Beach, FL

IN WITNESS WHEREOF, I have hereunto set my hand as of the 5th day of January, 2018.

Cindi Lewis

Cindi Lewis
EVP, CAO & Corporate Secretary

Kathy Murphy

Unofficial Witness

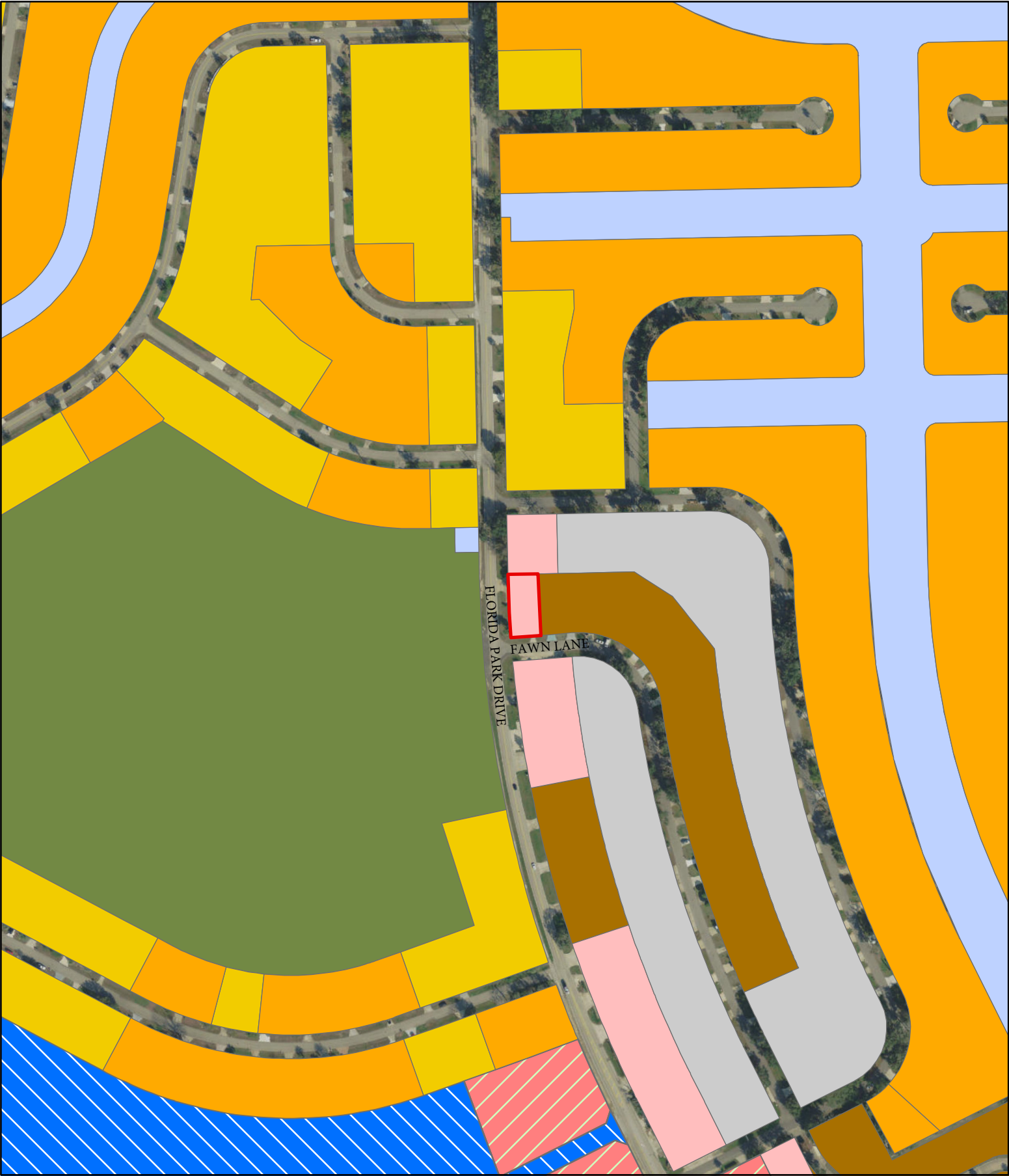
STATE OF GEORGIA
COUNTY OF COLQUITT

I HEREBY CERTIFY that on the 5th day of January, 2018, before me personally appeared CINDI LEWIS, EVP, CAO & Corporate Secretary of AMERIS BANK.




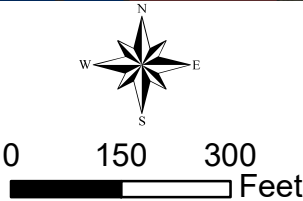
Anna M. Cain
NOTARY PUBLIC

59 Fawn Lane

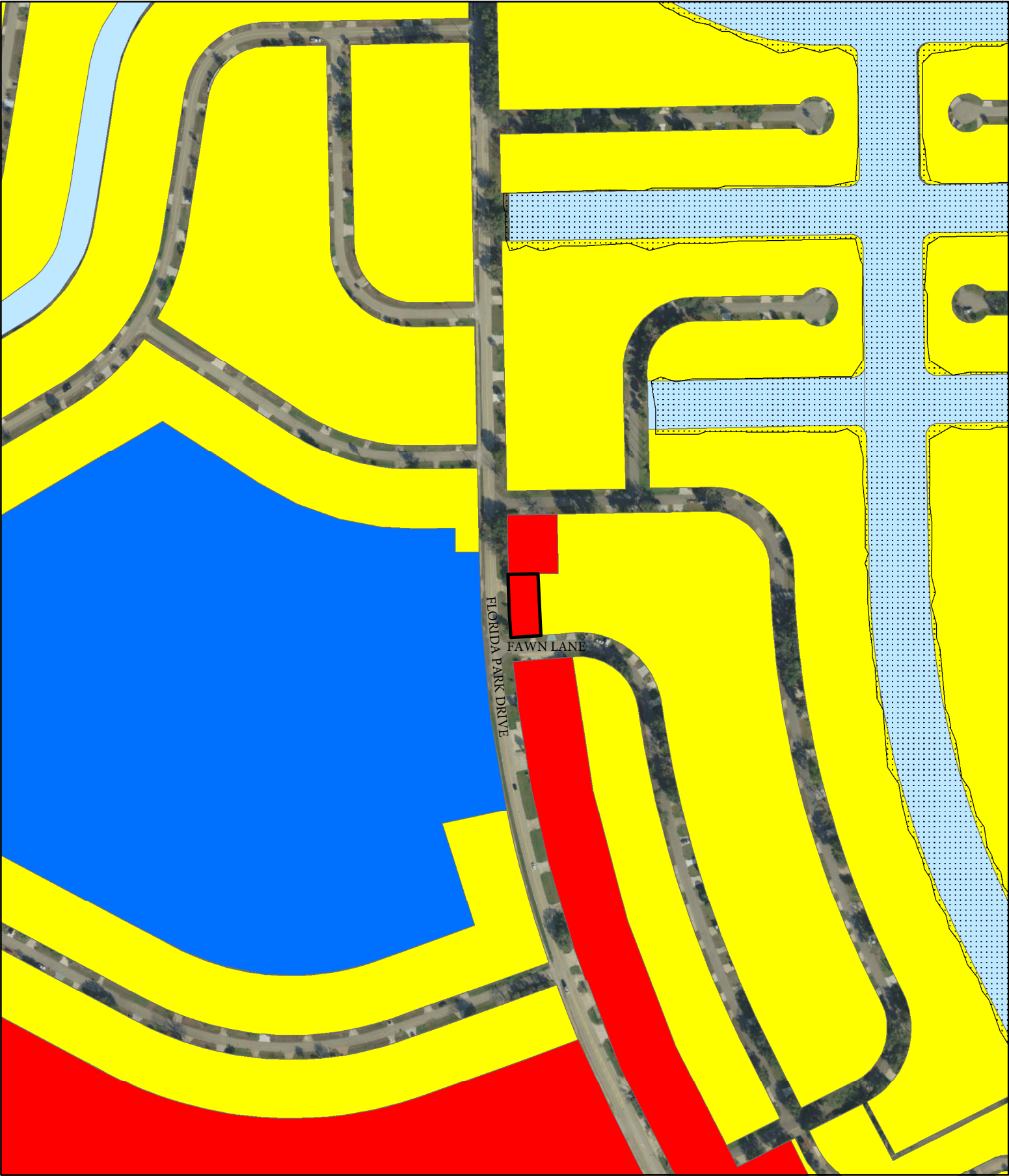


Legend

	Parcel of Interest		MFR-1		P&G
	MPD		PSP		
	DPX		OFC-1		SFR-2
			OFC-2		SFR-3

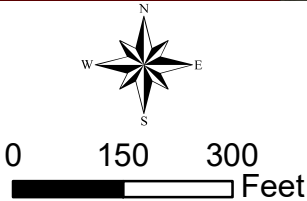


59 Fawn Lane

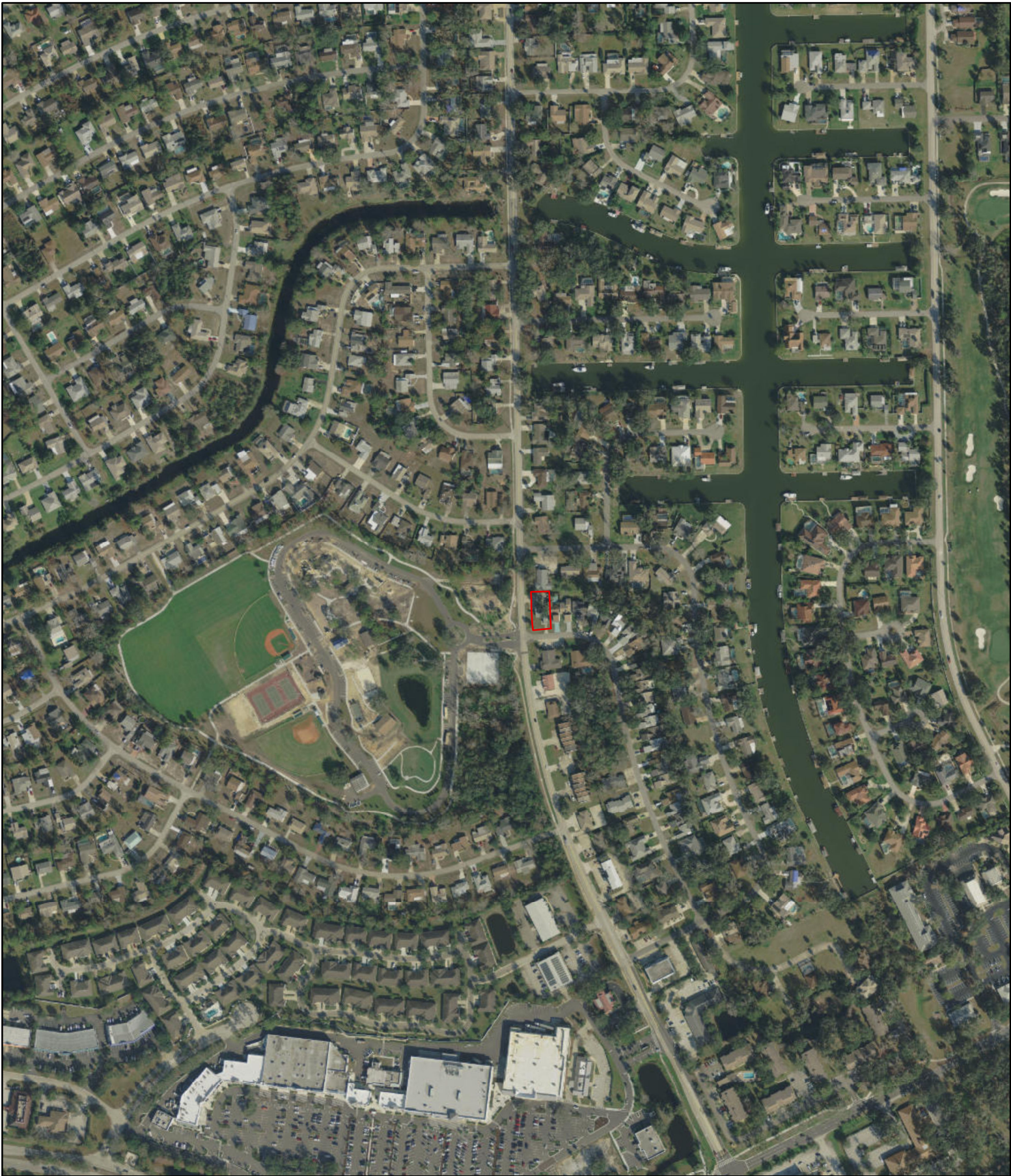


Legend


Parcel of Interest	Coastal High Hazard Area
FLUM	Institutional
CATEGORY	Mixed Use
Canals	Residential




59 Fawn Lane



Legend

 Parcel of Interest

0 250 500
 Feet



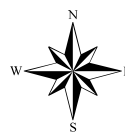
59 Fawn Lane



Legend

 Parcels selection

0 37.5 75
Feet



Map Provided By: Planning Division

Proposed

BOUNDARY SURVEY

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	133.29'	2589.79'	2°56'56"

FLORIDA PARK DRIVE

50' RW (IMPROVED)

UNPLATTED

N88°52'00"E 63.00'

SET 1/2" IRON ROD LB #7893

SET 1/2" IRON ROD LB #7893

CONCRETE DRIVE

5.4' Variance Request

LOT 2

BUILDING #59

LOT 1

FOUND 3/4" IRON PIPE NO I.D.

N85°21'53"E 63.00'

SET 1/2" IRON ROD LB #7893

FOUND 5/8" IRON ROD NO I.D.

FAWN LANE

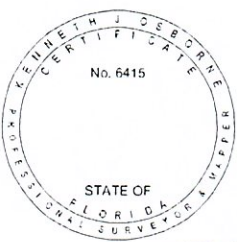
50' RW (IMPROVED)

SURVEY NOTES

CONCRETE DRIVE CROSSING THROUGH 5' U.E. AT SOUTHERLY AND WESTERLY SIDE OF PROPERTY

CONCRETE PAD CROSS INTO 5' U.E. AT NORTHERLY SIDE OF PROPERTY.

B.S.L. - BUILDING SETBACK LINE



SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

KENNETH OSBORNE

Digitally signed by KENNETH OSBORNE
Date: 2019.07.19 11:39:33 -04'00'

(SIGNED)

KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND VAPPER #6415

PAGE 2 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 1)



SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

LEGAL DESCRIPTION AND CERTIFICATION

LOT 1, FAWN OAKS VILLAGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 26, PAGE(S) 20 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

Community Number: 120684 Panel: 0137 Suffix: E Flood Zone: X Field Work: 7/18/2019

Certified To:

DANIKA RENEE DYRESON AND FARIMA QUEIROS SENA; OCEAN BLUE TITLE; CHICAGO TITLE INSURANCE COMPANY; AMERIS BANK, its successors and/or assigns.

Property Address:

59 FAWN LANE














PALM COAST, FL 32137

Survey Number: 378521

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT	F.F. EL.	FINISH FLOOR ELEVATION	O.R.B.	OFFICIAL RECORDS BOOK
A/C	AIR CONDITIONER	F.I.P.	FOUND IRON PIPE	(P)	PLAT
B.M.	BENCH MARK	F.I.R.	FOUND IRON ROD	P.B.	PLAT BOOK
B.R.	BEARING REFERENCE	F.P.K.	FOUND PARKER-KALON NAIL	P.C.	POINT OF CURVATURE
(C)	CALCULATED	(L)	LENGTH	P.C.C.	POINT OF COMPOUND CURVE
Δ	CENTRAL / DELTA ANGLE	L.A.E.	LIMITED ACCESS EASEMENT	P.O.B.	POINT OF BEGINNING
CH	CHORD	L.M.E.	LAKE MAINTENANCE EASEMENT	P.O.C.	POINT OF COMMENCEMENT
(D)	DEED / DESCRIPTION	(M)	MEASURED / FIELD VERIFIED	P.R.C.	POINT OF REVERSE CURVE
D.E.	DRAINAGE EASEMENT	M.H.	MANHOLE	P.T.	POINT OF TANGENCY
D.H.	DRILL HOLE	N&D	NAIL & DISK	R/W	RIGHT-OF-WAY
D/W	DRIVEWAY	N.R.	NOT RADIAL	(R)	RADIAL / RADIUS
E.O.W.	EDGE OF WATER	N.T.S.	NOT TO SCALE	S.I.R.	SET IRON ROD
F.C.M.	FOUND CONCRETE MONUMENT	O.H.L.	OVERHEAD UTILITY LINES	T.O.B.	TOP OF BANK
				U.E.	UTILITY EASEMENT

SYMBOL DESCRIPTIONS:

	= CATCH BASIN		= MISC. FENCE
	= CENTERLINE ROAD		= PROPERTY CORNER
	= COVERED AREA		= UTILITY BOX
+ X.XX	= EXISTING ELEVATION		= UTILITY POLE
	= HYDRANT		= WATER METER
	= MANHOLE		= WELL
	= METAL FENCE		= WOOD FENCE

PAGE 1 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 2)

GENERAL NOTES:

- 1) LEGAL DESCRIPTION PROVIDED BY OTHERS
- 2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
- 3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- 4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- 5) ONLY VISIBLE ENCROACHMENTS LOCATED.
- 6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
- 7) FENCE OWNERSHIP NOT DETERMINED.
- 8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO N.G.V.D. 1929
- 9) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

 **TARGET**
SURVEYING, LLC

LB #7893

SERVING FLORIDA

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>









Community Development Department
Planning Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3736

October 28, 2019

RE: Request for Variance, Application No. 4157

Dear Sir or Madam,

The Community Development Department, in accordance with Section 2.05.03 of the City of Palm Coast Unified Land Development Code, herein advises you that:

A request has been made by THE FAWN PROJECT LLC in Palm Coast Section 07, Block 000A0, Lot 0010 (59 FAWN LN) for a variance for a interior side setback in the OFC-1 zoning district. A minimum 10 foot interior side setback is required, a 4.6 foot setback is proposed, for a variance of 5.4 feet. The purpose of the variance is to locate a wooden deck for outdoor seating.

This request is to be heard before the Planning and Land Development Regulation Board. You are hereby notified that a public hearing, required by law, will be held at the Palm Coast City Hall Community Wing, 160 Lake Avenue, Palm Coast, Florida on Wednesday, November 20, beginning at 5:30 pm or as soon thereafter as possible. You are welcome to attend and express your opinion or place concerns in writing and mail them to the address listed at the above of the letter.

Cordially,

JACQUELINE GONZALEZ
Project Manager
160 Lake Avenue
Palm Coast, FL 32164
386-986-3753

NOTE: Pursuant to Section 286.0105 of Florida Statutes the City of Palm Coast Community Development Department hereby notifies all interested persons that if a person decides to appeal any decision made by the PLDRB with respect to any matter considered at such meeting or hearing, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. TO OBTAIN THE DECISION OF THIS HEARING PLEASE CONTACT THE PLANNING DIVISION AT 386-986-3736 THE DAY AFTER THE DATE OF THE ABOVE PUBLIC HEARING DURING THE AFTERNOON.



11/4/19



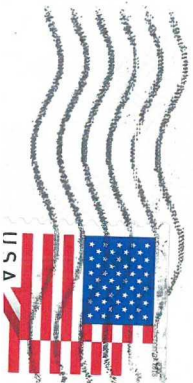
Susan Beier
57 Fawn Ln.
Palm Coast, FL 32137

Dear Ms Gonzalez,
I am Susan R. Beier at 57 Fawn Lane. I'm 84 years old +, and a widow for 11 years.

I strongly oppose having the people right next to me put a deck on their property. They have 5 parking places in back of their property right on Florida Park Drive which has become overcome with traffic. It is often difficult for me to get on to Florida Park Drive because of the extremely heavy traffic. Ten years ago this was a town, but it has become a city. Another issue is Holland Park, right across from my property. At times, a lot of traffic goes in and out of the park. I am sorry that a coffee house is going to be right next to my property, but I can't control that. I can control having the people right next to me put up a deck on the back of their coffee house. It's simply unthinkable; we're all crowded in as it is now.

Please, no decks! Sincerely,
Thank You. Susan R. Beier

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



City of Palm Coast, Florida

Agenda Item

Agenda Date: December 4, 2019

Department	PLANNING	Amount
Item Key	7430	Account
		#
Subject AN AMENDMENT TO THE PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER TO AMEND THE USES IN BUSINESS/INSTITUTIONAL TRACTS, MEMORIALIZE AND AMEND CONDITIONS, AND REVISE PROCESS FOR ADDING LANDS AND CONVERSION OF ENTITLEMENTS		
<p>Background :</p> <p>Palm Coast Park Development of Regional Impact (DRI) is a 4,671+/- acre Development of Regional Impact originally approved in Dec. 2004. The proposed amendment to the Palm Coast Park DRI-DO will accomplish the following:</p> <ul style="list-style-type: none"> • allow residential in business/institutional areas (Tracts 14-18, Tracts 20-22), • adds a process for the addition of lands to the DRI, • adds a condition to dedicate right-of-way for Peavy Grade (Tract 17), • adds a condition to dedicate a general utility easement on Tract A, • revise the process for conversion of entitlements (requires public facilities analysis for any conversion), and • memorialize the status of DRI conditions. <p>There are no proposed changes to the entitlements (# of units or sq. feet of development) as part of this amendment.</p> <p>Analysis:</p> <p>The proposed amendment is consistent with the Comprehensive Plan based on the following policies:</p> <p><i>-Policy 1.1.4.1 – Mixed Use land use designation is intended to provide opportunities for residents to work, shop, engage in recreational activities, and attend school and religious services in reasonably close proximity to residential dwellings.</i></p> <p>The proposed amendment is consistent with the above policy. Palm Coast Park DRI has a comprehensive plan designation of DRI-Mixed Use. The addition of residential uses in business/institutional areas create opportunities for residents to work, shop, engage in recreational activities, and attend school and religious services in reasonably close proximity to residential dwellings consistent with the purpose of the DRI-Mixed Use comprehensive plan designation.</p> <p><i>-Policy 1.1.4.5 – Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.</i></p> <p>The proposed amendment is consistent with the above policy. The addition of residential as a permitted use within approved business/institutional tracts will provide for more efficient</p>		

use of land by allowing residential and service uses within proximity of each other. The opportunity to locate these uses within proximity should provide the potential for alternative modes of transportation that foster energy conservation (walking/bicycling). Additionally, the business/institutional tracts are located along a major arterial with existing water and central sewer service along with a trail network to encourage bicycling/walking.

-Policy 1.3.1.3 – The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

The proposed amendment does not expand into areas which are currently not served by infrastructure. Consistent with this Policy, the adopted Development Order requires analysis to ensure that the facilities to serve any proposed development is adequate.

Additionally, the proposed amendment is consistent with criteria established in the Land Development Code (LDC) based on the following:

- As previously provided, the proposed amendment is consistent with the Comprehensive Plan,
- There are no additional impact to environmental or natural resources since the amendment does not propose to increase the developable area in the DRI,
- No impact on health, safety, and welfare of surrounding residents, and
- Accomplishes a legitimate public purpose.

Recommended Action: Staff is recommending that the Planning and Land Development Regulation Board recommend Approval of the proposed amendment to the Palm Coast Park Development of Regional Impact Development Order.

RESOLUTION NO. 2019-_____
EIGHT AMENDMENT TO THE PALM COAST PARK
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER
APPLICATION #4165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE EIGHT AMENDMENT TO THE PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER TO ALLOW RESIDENTIAL USE IN AREAS DESIGNATED AS BUSINESS/INSTITUTIONAL; ADD A PROCESS FOR THE ADDITION OF LANDS TO THE DRI; ADD A CONDITION TO DEDICATE RIGHT OF WAY FOR PEAVY GRADE; DEDICATE A GENERAL UTILITY EASEMENT ON TRACT A; REVISE PROCESS FOR CONVERSION OF ENTITLEMENTS; AND MEMORIALIZE STATUS OF DRI CONDITIONS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO RECORD THE AMENDMENT TO THE PALM COAST PARK DRI DO IN AN APPROVED FORM; PROVIDING FOR EXECUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 7, 2004 the City Council of the City of Palm Coast approved the Palm Coast Park Development of Regional Impact Development Order (DRI DO) by means of the adoption of Resolution Number 2004-48, which Resolution and DRI DO were recorded at Official Records Book 1177, Page 1796 of the Public Records of Flagler County, Florida; and

WHEREAS, on February 15, 2005 the City Council of the City of Palm Coast approved the Notice of Clarification to provide notice to the effect that City Council was in agreement that the term “Mitigation Pipeline Amount” contained on lines 20 and 21 or Page 39 of the DRI DO means the same thing as, and is synonymous with, the term “Developer’s Proportionate Share Contribution” to ensure that the DRI DO fully conforms with the requirements of State Law said action being taken by means of the adoption of Resolution Number 2005-03 as recorded at Official Records Book 1215, Page 1424 of the Public Records of Flagler County, Florida; and

WHEREAS, On July 17, 2007, the City Council adopted an Amended and Restated DRI DO (Resolution # 2007-05), to clarify that certain public uses are permitted in the DRI (fire

stations, public schools), also clarifying that public schools are allowed anywhere in the DRI, and clarifying conditions for recreational facilities, the Amended and Restated DRI DO being duly recorded on July 23, 2007, in Official Records Book 1600, Page 49, of the Public Records of Flagler County Florida; and

WHEREAS, on October 4, 2011, the City Council adopted the 2nd Amended and Restated DRI DO (Resolution # 2011-93), an amendment incorporating changes to phasing dates, acreage of total development, acreage of common area, updating map exhibits, and certain conditions related to recreation, the 2nd Amended and Restated DRI DO being duly recorded on October 20, 2011, in Official Records Book 1838, Page 834, of the Public Records of Flagler County, Florida; and

WHEREAS, on September 5, 2017, City Council approved Resolution # 2017-100, the 3rd DRI Amendment to allow conversion of 94 acres of land designated for Business/Institutional uses to Residential use, the DRI-DO being duly recorded on January 16, 2018, in Official Records Book 2253, and Page 339; of the Public Records of Flagler County, Florida; and

WHEREAS, on January 16, 2018, City Council approved Resolution # 2018-07, an update to the 3rd DRI amendment (the fourth amendment) to relocate borrow/soil extraction activities to more appropriate locations within the DRI; and

WHEREAS, on October 16, 2018, City Council approved Resolution # 2018-140, the Fifth amendment to the Palm Coast Park DRI-DO to allow 1,000 additional residential units and add conditions related to impacts of the additional units, and amend the permitted land uses on certain tracts, and

WHEREAS, on March 5, 2019 the City Council approved Resolution # 2019-20, the sixth amendment to the Palm Coast Park DRI DO, which deletes an approximately 6 acre parcel from the DRI, and

WHEREAS, on September 17, 2019 the City Council authorized the Mayor to execute the Seventh Amendment to the Palm Coast Park DRI DO, amending the permitted uses on Tract 10B from Public/Semipublic to Residential and Tract 16 from Business/Institutional to Residential, along with housekeeping amendments based on previously approved amendments to the DO.

WHEREAS, on _____, 2019 the City Council authorized the Mayor to execute the Eighth Amendment to the Palm Coast Park DRI-DO, to allow residential in business/institutional areas, adds a process for the addition of lands to the DRI, adds a condition to dedicate right-of-way for Peavy Grade, adds a condition to dedicate a general utility easement on Tract A, revises process for conversion of entitlements, and memorialize the status of DRI conditions, and authorizing the City Manager, or designee, to take other implementing actions relative to the implementation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:

SECTION 1. FINDINGS OF THE CITY COUNCIL.

(a). The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

(b). The City Council of the City of Palm Coast hereby adopts and incorporates into this Resolution the City staff report and City Council agenda memorandum and packet relating to the application relating to the proposed 8th Amendment to the DRI DO. The exhibits to this Resolution are incorporated herein as if fully set forth herein verbatim.

(c). The City of Palm Coast has complied with all requirements and procedures of Florida law in processing and advertising this Resolution and the associated 8th Amendment to the DRI DO.

(d). This Resolution and the approval of the 8th Amendment to the Palm Coast Park DRI DO are consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Palm Coast*.

SECTION 2. APPROVAL OF 8TH AMENDMENT TO THE PALM COAST PARK

DRI DO. The City Council of the City of Palm Coast hereby approves the 8th Amendment to the Palm Coast Park DRI, to allow residential in business/institutional areas, adds a process for the addition of lands to the DRI, adds a condition to dedicate right-of-way for Peavy Grade, adds a condition to dedicate a general utility easement on Tract A, revises process for conversion of entitlements, and memorialize status of DRI conditions and authorizes the City Manager, or designee, to take other implementing actions relative to the implementation of this Resolution as set forth in Exhibit “A” to this Resolution.

SECTION 3. AUTHORIZATION TO EXECUTE. The 8th Amendment to the DRI DO shall be executed by the Mayor and the City Clerk, subsequent to execution by the DRI property owner(s) and subsequent to the document having been finalized and revised into a clear and recordable form. Upon full execution, the City Manager, or designee, shall cause the document to be recorded in the Official Records of Flagler County (Land Records) in accordance with the provisions of State Law at the expense of the DRI property owner(s).

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. SEVERABILITY. If any section, sentence, phrase, word or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence phrase, word or portion of this Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager or designee is hereby authorized to take any actions necessary to implement the action taken in this Resolution including the incorporation of the amendment into the existing Palm Coast Park DRI-DO.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this the ____ day of _____, 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

William E. Reischmann, Jr., Esq.

Exhibit A. – 8th Amendment to the Palm Coast Park DRI-DO

EXHIBIT A
Eight Amendment to the Palm Coast Park DRI-DO

8th AMENDED AND RESTATED
PALM COAST PARK
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER

THIS AMENDED AND RESTATED DEVELOPMENT ORDER("Amended and Restated DO") is effective this _____ day of _____, 2019, by and between **Palm Coast Land, LLC** a Florida limited liability company (the "Declarant") (for itself and as successor by merger to Palm Coast Forest, LLC) and the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (the "City").

WHEREAS, Florida Landmark Communities, LLC, a Florida limited liability company (formerly Florida Landmark Communities, Inc., a Florida corporation which was converted to a Florida limited liability company pursuant to Section 608.439, Florida Statutes, effective December 1, 2010) ("FLC") and Palm Coast Land, LLC, a Florida limited liability company (for itself and as successor by merger to Palm Coast Forest, LLC) ("PCL") filed an Application For Development Approval ("ADA") dated June 10, 2003, as amended by ADA First Sufficiency Response dated October 29, 2003, and ADA Second Sufficiency Response dated February 20, 2004, for West Palm Coast Development of Regional Impact, the name of which was subsequently changed to Palm Coast Park Development of Regional Impact ("Palm Coast Park DRI" or "Project") located on certain real property as more specifically described on **Second Revised Exhibit "A"** hereto (the "DRI Property");

1 WHEREAS, the 2003 ADA was reviewed by the Northeast Florida
2 Regional Council ("NEFRC") as required by Section 380.06,
3 *Florida Statutes*, and the NEFRC recommended that the ADA be
4 approved, with conditions; and

5 WHEREAS, FLC and PCL provided complete copies of the ADA,
6 as amended by ADA First Sufficiency Response and ADA Second
7 Sufficiency Response to the Florida Department of Community
8 Affairs ("DCA"), NEFRC and the City; and

9 WHEREAS, the Palm Coast Park DRI is consistent with the
10 City's Comprehensive Plan; and

11 WHEREAS, pursuant to Section 380.06, *Florida Statutes*, the
12 City Council of the City ("City Council") heard at a public
13 hearing convened on December 7, 2004, the ADA for the Palm
14 Coast Park DRI and afforded the public and all affected parties
15 an opportunity to be heard and to present evidence; and

16 WHEREAS, after such public hearing and in consideration of
17 the recommendations made and submitted to the City Council, the
18 City Council has made certain findings and determinations; as
19 more specifically set forth hereinafter;

20 WHEREAS, Resolution 2004-48 approving the Palm Coast Park
21 ADA and the Palm Coast Park DRI Development Order ("DO") were
22 recorded on December 10, 2004, in Official Records Book 1177,
23 Page 1796, of the Public Records of Flagler County, Florida;

24 WHEREAS, thereafter Resolution 2005-03 providing for
25 clarification of the DO was recorded on March 16, 2005, in

1 Official Records Book 1215, Page 1424, of the Public Records
2 of Flagler County, Florida;

3 WHEREAS, pursuant to Subsection 380.06(19), Florida
4 Statutes, by Resolution 2007-105 effective July 17, 2007,
5 ~~Developer~~Declarant's Notification of a Proposed Change to a
6 Previously Approved Development of Regional Impact was approved
7 and the Amended and Restated Palm Coast Park DRI Development
8 Order (the "Amended and Restated DO") was recorded on July 23,
9 2007, in Official Records Book 1600, Page 49, of the Public
10 Records of Flagler County, Florida;

11 WHEREAS, on October 4, 2011, the City Council adopted the
12 2nd Amended and Restated DRI DO (Resolution # 2011-93), an
13 amendment incorporating changes to phasing dates, acreage of
14 total development, acreage of common area, updating map exhibits,
15 and certain conditions related to recreation, the 2nd Amended and
16 Restated DRI DO being duly recorded on October 20, 2011, in
17 Official Records Book 1838, Page 834, of the Public Records of
18 Flagler County, Florida; and

19 WHEREAS, on September 5, 2017, City Council approved
20 Resolution # 2017-100, the 3rd DRI Amendment to allow conversion
21 of 94 acres of land designated for Business/Institutional uses to
22 Residential use, the DRI-DO being duly recorded on January 16,
23 2018, in Official Records Book 2253, and Page 339; of the Public
24 Records of Flagler County, Florida; and
25

1 WHEREAS, on January 16, 2018, City Council approved
2 Resolution # 2018-07, an update to the 3rd DRI amendment (the
3 fourth amendment) to relocate borrow/soil extraction activities
4 to more appropriate locations within the DRI being duly recorded
5 on November 11, 2018, in Official Records Book 2321, and Page
6 0526 of the Public Records of Flagler County, Florida; and

7 WHEREAS, on October 16, 2018, City Council approved
8 Resolution # 2018-140, the Fifth amendment to the Palm Coast Park
9 DRI-DO to allow 1,000 additional residential units and add
10 conditions related to impacts of the additional units, and amend
11 the permitted land uses on certain tracts, being duly recorded
12 November 28, 2018, in Official Records Book 2321, Page 0528, of
13 the Public Records of Flagler County, Florida; and

14 WHEREAS, on March 5, 2019, the City Council approved
15 Resolution # 2019-20, the Sixth Amendment to the Palm Coast Park
16 DRI DO which deletes a 6.1 acre parcel from the DRI boundaries
17 being duly recorded May 20, 2019, in Official Records Book 2356,
18 Page 317, of the Public Records of Flagler County, Florida; and

19 WHEREAS, on October 1, 2019 the City Council approved
20 Resolution # 2019-88, the Seventh Amendment to the Palm Coast
21 Park DRI DO which relocated the location for the dedication of
22 new lands to Flagler County School Board and other housekeeping
23 matters, being duly recorded November 8, 2019, in Official Records
24
25

1 Book 2397, Page 0935, of the Public Records of Flagler County,
2 Florida; and

3 WHEREAS, whenever an action or approval of the City is
4 referred to herein, except for actions relating to the City
5 Council, the action shall be taken by the City Manager, or
6 designee; and

7 WHEREAS, whenever an action, right or eligibility of the
8 ~~Developer~~Declarant is referred to herein, the action may be
9 taken by, or the right or eligibility may belong to Palm Coast
10 Park Community Development District ("CDD") but all conditions,
11 covenants and agreements set forth in the Amended and Restated
12 DO are the obligation of the ~~Developer~~Declarant; and ~~the Key~~
13 ~~Property Owners.~~

14 WHEREAS, the Palm Coast Park DRI is a proposed mixed-use
15 development on approximately 4,671 acres located in the City
16 along both sides of US-1, generally between Palm Coast Parkway
17 to the south and Old Kings Road to the north; and

18 WHEREAS, all covenants and conditions set forth herein are
19 agreed to by the ~~Developer~~Declarant and represent covenants
20 which touch and concern the subject DRI Property and run with
21 the land and are thereby binding upon the transferees,
22 successors and assigns of the ~~Developer~~Declarant.

23 NOW, THEREFORE, BE IT HEREBY ORDERED AND RESOLVED by the
24 City Council, that based upon the following Findings of Fact
25 and Conclusions of Law, and the consent and agreement of the

1 ~~Developer~~Declarant, and subject to the following terms and
2 conditions, the City Council hereby approves this 7th Amended
3 and Restated DO, pursuant to the provisions of Section 380.06,
4 *Florida Statutes*, and other applicable State laws, and the
5 codes and ordinances of the City:

6 **PART I**

7 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

8 1. The above Recitals/Whereas clauses are hereby adopted
9 and incorporated into this Amended and Restated DO.

10 2. The DRI Property is not in an area designated as an
11 Area of Critical State Concern pursuant to the provisions of
12 Section 380.05, *Florida Statutes*.

13 3. The Palm Coast Park DRI is consistent with the State's
14 Comprehensive Plan as set forth at Chapter 187, *Florida*
15 ~~*Statutes*, and Rule 9J-5, *Florida Administrative Code*, (now~~
16 ~~*repealed*)~~.

17 4. The Palm Coast Park DRI is consistent with the
18 Strategic Regional Policy Plan adopted by the NEFRC.

19 5. The Palm Coast Park DRI is consistent with the City's
20 Comprehensive Plan.

21 6. The public hearing to consider this Amended and
22 Restated DO was properly noticed and held by the City Council
23 pursuant to Section 380.06, *Florida Statutes*.

24 7. Development of the Palm Coast Park DRI pursuant to the
25 ADA was determined to be consistent with the achievement of
the objectives of the adopted State Comprehensive Plan, as

1 codified at Chapter 187, *Florida Statutes*, and will not
2 unreasonably interfere with the achievement of those
3 objectives.

4 **PART II**

5 **GENERAL CONDITIONS**

6 1. **ADA.** The Palm Coast Park DRI shall be developed in
7 accordance with the development plan, information, and
8 commitments contained in the following: (i) ADA dated June 10,
9 2003; (ii) the First ADA Sufficiency Response dated October
10 29, 2003; (iii) the Second ADA Sufficiency Response dated
11 February 20, 2004; and (iv) Palm Coast Park Master Plan, Map
12 H, attached as **Exhibit "B"** hereto (the "Master Plan"), all of
13 which are incorporated herein by reference except to the extent
14 of any conflict with the express terms of this Amended and
15 Restated DO.

16 2. **Notice of this Development Order.** Notice of this
17 Amended and Restated DO and any subsequent amendment hereto
18 shall be recorded by ~~Developer~~Declarant in accordance with the
19 provisions of Sections 28.222 and 380.06~~(15)(f)(2003)~~, *Florida*
20 *Statutes*, with the Clerk of the Circuit Court of Flagler
21 County, Florida. Any subsequent owner/developer or assignee
22 from ~~Developer~~Declarant shall be subject to the provisions
23 contained in this Amended and Restated DO. Any contract or
24 agreement for sale by ~~Developer~~Declarant of all or any portion
25 of the Palm Coast Park DRI shall contain a legend substantially
in the following form clearly printed or stamped thereon.

THE PROPERTY DESCRIBED HEREIN IS PART OF THE
PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT
AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE
OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF
FLAGLER COUNTY, FLORIDA, WHICH IMPOSES
CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON
THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY
WHICH ARE BINDING UPON EACH SUCCESSOR AND
ASSIGN OF PALM COAST LAND, LLC. A COPY OF THE
DEVELOPMENT ORDER MAY BE REVIEWED AT THE
COMMUNITY DEVELOPMENT DEPARTMENT, CITY OF PALM
COAST.

3. **Land Use Totals.**

(a) ~~The Palm Coast Park DRI may be developed up to,~~
~~but not to exceed, the following~~ is presently approved for the
following development criteria (the "Present Entitlements"):

<u>Land Use</u>	<u>Gross Blvd./Units or Area</u>	<u>Ac.*</u>
Residential	4960/DUs (1,000 of these units will be restricted to multi-family use - Declarant will provide binding letter/notice to City to identify Tracts to be limited to multi-family)	1528 Acres
Office	800,000 SF	140 Acres
Commercial	1,317,800 SF (includes reduction from conversion of entitlements in June	475 Acres

	2014 and the current reduction)	
Industrial	800,000 SF	300 Acres
Institutional	100,000 SF	20 Acres
Common Area		2,214 Acres **

*The Palm Coast Park DRI is planned as an integrated mixed-use development. As a result, land uses will be integrated, rather than specifically assigned to a designated area. Consequently, acreage is approximate for each land use category and subject to change as conversion occurs.

** Common Area includes all open space, areas for preservation and greenbelts that shall be available for the common use and enjoyment of all Palm Coast Park DRI ~~P~~Property owners and visitors.

In addition to the above land uses, public schools, fire and rescue stations and other public facilities that are required by this Amended and Restated DO are allowable uses within the Palm Coast Park DRI.

(b) Of the Present Entitlements identified in Section 3(a) above, the following are the currently remaining entitlements that have not been assigned to specific parcels of property within the current DRI Property:

<u>Land Use</u>	<u>Approved</u>	<u>Sold</u>	<u>Remaining*</u>
<u>Residential</u>	<u>4,960</u>	<u>4,960</u>	<u>0</u>
	<u>Units</u>	<u>Units</u>	
<u>Office</u>	<u>800,000</u>	<u>312,000</u>	<u>488,000</u>
	<u>Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>Sq. Ft.</u>
<u>Retail/Commercial</u>	<u>1,317,800</u>	<u>661,000</u>	<u>656,800</u>
	<u>Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>Sq. Ft.</u>

<u>Institutional</u>	<u>100,000</u>	<u>75,000</u>	<u>25,000 Sq.</u>
	<u>Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>Ft.</u>
<u>Industrial</u>	<u>800,000</u>	<u>600,000</u>	<u>200,000</u>
	<u>Sq. Ft.</u>	<u>Sq. Ft.</u>	<u>Sq. Ft.</u>

* All remaining entitlements are owned by Declarant and have not been assigned to any specific property.

(c) The entitlements identified as "Sold" in paragraph 3(b) above have been allotted to certain parcels/tracts within the DRI. A current list of these allocations is contained in Exhibit "K" attached hereto.

4. **Land Use Conversion Table.**

(a) ~~Developer~~ Declarant may increase ~~certain land uses~~ and simultaneously decrease ~~other land uses~~ Remaining Entitlements ("Land Use Conversions") ~~without~~ after filing a Notice ~~to the City of Proposed Change~~ provided that (i) such changes are consistent with the conversion table attached as **Exhibit "C"** hereto (the "Conversion Table"), and (ii) ~~provided that~~ such changes do not have a substantial adverse effect or impact on public infrastructure facilities as determined by the City, ~~and are reported in the Monitoring Reports, as provided for in Section 11 below.~~

Land Use Conversions (simultaneous increases and decreases) of ~~total land uses~~ the Remaining Entitlements, as shown in Section 3 (b) above, shall be permitted, subject to the following conditions and limitations:

1 • ~~Approximate acreage for each land use~~
2 ~~category shall not be altered as a result of any conversion.~~

3 • ~~Conversions of up to 10% of any land use (as~~
4 ~~measured by dwelling units or square feet) shall be an~~
5 ~~entitlement of the Developer but shall require notice to the~~
6 ~~City Manager as a tracking mechanism.~~

7 • Conversions of up to 15% of the originally
8 approved 2004 land uses found in the 2004 DRI DO ("Originally
9 Approved Land Uses") (as measured by dwelling units or total
10 non-residential square feet) shall be an entitlement of the
11 Declarant but shall require notice to the City Manager as a
12 tracking mechanism with said notice demonstrating that there
13 is no adverse impact to the community.

14 ~~Conversions of any non-residential land use in excess of 10%,~~
15 ~~but in no event cumulatively more than 30%, or conversion of~~
16 ~~residential land use in excess of 10%, but in no event~~
17 ~~cumulatively more than 600 dwelling units, may occur, subject~~
18 ~~to City Council approval, to insure that substantial and~~
19 ~~material adverse impacts on public facilities do not occur as~~
20 ~~a result of the conversion.~~

21 • Conversions of the Originally Approved Land
22 Uses in excess of 15%, but in no event cumulatively more than
23 30%, may occur, subject to City Council approval, to solely
24 insure that substantial and material adverse impacts on public
25 facilities do not occur as a result of the conversion.

At the time of election of a land use conversion under the Conversion Table, ~~Developer~~ Declarant shall notify the City, ~~DEO and the NEFRC~~ of the election and shall provide the ~~DEO, the City, and the NEFRC~~ with cumulative land use totals and remaining allowable quantities ~~in the next Monitoring Report.~~

~~(b) So long as the conversion is consistent with the criteria contained in the Conversion Table and no change is made to the Master Plan, no additional approvals shall be required for any land use conversion.~~

5. **Phasing, Buildout and Expiration¹.** The Palm Coast Park DRI shall be developed in three phases as shown on the following schedule:

Land Use	Phase 1		Phase 2		Phase 3		Total	
	Sq. ft.	Units	Sq. ft.	Units	Sq. ft.	Units	Sq. ft.	Units
Residential		2,480		2,480				4,960
Office	200,000		200,000		400,000		800,000	
Retail Commercial	208,900		308,900		800,000		1,317,800	
Industrial	200,000		200,000		400,000		800,000	
Institutional	40,000		40,000		20,000		100,000	

Notes: 1) The non-residential uses are stated in square feet of gross building area.

2) These land uses shall be integrated into the Palm Coast Park Master Plan Development Zoning as shown on the Master Plan.

During Phase 1, ~~Developer~~ Declarant shall construct or cause to be constructed, at a minimum, the major infrastructure

¹ See Exhibit "L" for the current status of this requirement. Exhibit "L" shall control over anything contrary contained herein.

1 improvements for Palm Coast Park DRI, consisting of the
2 following:

3 (a) Master water distribution system.

4 (b) Master sewage collection system.

5 (c) Master effluent transmission system.

6 (d) Master underground electric distribution system.

7 (e) US-1 frontage park, including, but not limited
8 to, a multi-purpose trail system.

9 (f) Hewitt Sawmill Park improvements.

10 (g) As part of the major infrastructure improvements
11 for the Palm Coast Park DRI, ~~Developer~~Declarant shall install,
12 or require other developers to install, conduit for fiber
13 optics, telephone and cable service. Title to all conduit
14 shall be dedicated or otherwise conveyed to the City.

15 Each phase shall last at least 5 years unless extended
16 pursuant to Section 380.06, *Florida Statutes*, or unless
17 ~~Developer~~Declarant elects to accelerate the beginning date of
18 a subsequent phase, provided that all mitigation requirements
19 for the particular phase to be affected are met. The end date
20 of a phase shall not be affected by an acceleration of the
21 beginning date.

22 Unused development rights from a particular phase
23 shall carry over into the next phase until buildout. Physical
24 development shall commence no later than June 30, 2006.

25 Although the Palm Coast Park DRI is phased through
2029, buildout may not occur by that date. As a result, the

1 DRI termination date and the expiration date of this Order are
2 both established as of December 31, 2034.

3 6. **Effective Date.** This Amended and Restated DO shall
4 take effect upon approval by the City Council. .

5 7. **Monitoring Official.** The City Manager or designee
6 shall be the local official responsible for monitoring the Palm
7 Coast Park DRI for compliance.

8 8. **Downzoning Protection.** The Palm Coast Park DRI, as
9 approved in this Amended and Restated DO, shall not be subject
10 to downzoning or reduction of land uses before
11 December 31, 2034, unless ~~Developer~~Declarant consents to such
12 change, or the City demonstrates that substantial changes in
13 the conditions underlying the approval of this Amended and
14 Restated DO have occurred or that this Amended and Restated DO
15 was based on substantially inaccurate information provided by
16 ~~Developer~~Declarant or that the changes are essential to public
17 health, safety and welfare.

18 9. **Election Regarding Environmental Rules.** Pursuant to
19 Section 380.06(5)(c), *Florida Statutes* (2003),
20 ~~Developer~~Declarant has elected to be bound by the rules adopted
21 pursuant to Chapters 373 and 403, *Florida Statutes*, in effect
22 as of the date of the DO, including, but not limited to, the
23 provisions of Section 373.414(13), *Florida Statutes* (2003).
24 Such rules shall be applicable to all applications for permits
25 pursuant to those chapters which are necessary for and
consistent with the development authorized in this Amended and

1 Restated DO, except that a later adopted rule shall be
2 applicable to an application if:

3 (a) the later adopted rule is determined by the
4 adopting agency to be essential to the public health, safety
5 and welfare, or

6 (b) the later adopted rule is being adopted pursuant
7 to Section 403.061(27), *Florida Statutes*; or

8 (c) the later adopted rule is being adopted pursuant
9 to a subsequently enacted statutorily mandated program; or

10 (d) the later adopted rule is mandated in order for
11 the State to maintain delegation of a Federal program; or

12 (e) the later adopted rule is required by State or
13 Federal law.

14 ~~Further, to qualify for the benefits of this provision,~~
15 ~~the application must be filed within 5 years from the issuance~~
16 ~~of the DO and the permit shall not be effective for more than~~
17 ~~8 years from the effective date of the DO.~~ Nothing in this
18 Section shall be construed to alter or change any permitting
19 agency's authority to approve permits or to determine
20 applicable criteria for longer periods of time.

21 **10. Level of Service Standards.**

22 (a) The Palm Coast Park DRI shall be required to meet
23 all level of service standards in the City's Comprehensive Plan
24 and all requirements of the City's concurrency management
25 system. However, pursuant to Section 163.3180(12)(2003),
Florida Statutes, if authorized by the City's Comprehensive

1 Plan, the ~~Developer~~Declarant may satisfy the transportation
2 concurrency requirements by meeting the transportation
3 conditions contained in this Amended and Restated DO and paying
4 all City transportation impact fees.

5 (b) Because Declarant completed the DRI's offsite
6 mitigation obligations (as identified in the attached **Exhibit**
7 "L") the City hereby agrees that all owners within the current
8 DRI Property are vested for water, sewer, traffic, park, and
9 all other public services for the Present Entitlements
10 identified in Section 3 herein. The DRI has been vested with
11 school concurrency for the first 3,960 residential dwellings
12 only. Nothing contained herein shall be construed to waive the
13 City's right to collect all types of impact fees from each
14 property owner at the times delineated in the City's ULDC.
15 Further, while the DRI DO has satisfied all of its parks and
16 open space requirements, all residential developments that
17 occur within the DRI DO shall provide for its resident's
18 standard and customary amenities that usually are associated
19 with the type of residential dwelling built. For example, if a
20 single-family subdivision is built, a typical amenity is a
21 clubhouse. If a multi-family community is built, a typical
22 amenity is a swimming pool and an on-site playground or dog
23 park. These examples are intended to be illustrative, non-
24 comprehensive, and non-binding. Rather, the examples are
25 intended to provide a sampling of standard and customary

1 amenities typically associated with different types of
2 residential communities.

3 (c) Should Declarant choose to convert land use, as
4 outlined more specifically in Section 4 herein, Declarant shall
5 be required to assess the impact of the conversion on the
6 public water, sewer, and other public services which will be
7 impacted by such conversion (but not traffic as the conversion
8 method used is based on equivalent trips). After a review of
9 the impacts on the public services, and a finding that the
10 Level of Service standards will be met after the conversion,
11 the Declarant's conversion shall be vested. A finding of
12 vesting shall be issued, in writing, by the City Manager, or
13 other designee. If the Level of Service standard is not met,
14 such finding shall be issued by the City Manager, or other
15 designee.

16 (d) If the Declarant does not assign or develop all
17 the Permitted Entitlements for which the Palm Coast Park DRI
18 is vested, the Declarant shall retain rights to develop the
19 remaining Approved Entitlements and retain its vested rights
20 for such within the DRI Property. Declarant may, at Declarant's
21 sole discretion, choose to apply the remaining Approved
22 Entitlements to future development on the DRI Property, or to
23 properties that the City approves for annexation into the Palm
24 Coast Park DRI.

1 11. **Biennial Reporting.**² ~~A biennial monitoring report for~~
2 ~~the Palm Coast Park DRI shall be prepared by Developer or its~~
3 ~~successors or assigns and shall be submitted to the City no~~
4 ~~later than June 30, 2006 and then biennially thereafter until~~
5 ~~buildout (individually a "Monitoring Report" and collectively~~
6 ~~the "Monitoring Reports"). Each Monitoring Report shall~~
7 ~~include the following:~~

8 ~~_____ (a) A description of any changes made in the plan of~~
9 ~~development, phasing, or in representations contained in the~~
10 ~~ADA since the effective date of the DO, and any actions taken~~
11 ~~by the City to address those changes. Copies of any approvals~~
12 ~~taken to address changes, including copies of any revised~~
13 ~~master plans not previously submitted, shall be attached to~~
14 ~~each Monitoring Report.~~

15 ~~_____ (b) A summary comparison of development activity~~
16 ~~proposed or conducted since the previous Monitoring Report and~~
17 ~~activity projected for the period until submittal of the next~~
18 ~~Monitoring Report. The summary shall include the following: a~~
19 ~~description of site improvements, gross floor area constructed~~
20 ~~by land use type, location, and phase, with appropriate maps.~~
21 ~~A tabulation of the amount of acreage developed in the~~
22 ~~reporting period shall be provided by land use categories~~
23 ~~listed in Chapter 28-24, Florida Administrative Code.~~

24
25 ² See **Exhibit "L"** for the current status of this requirement. **Exhibit "L"**
shall control over anything contrary contained herein.

1 ~~_____ (c) An identification of the name(s) of the~~
2 ~~purchaser(s) of any undeveloped tract(s) of the DRI Property,~~
3 ~~including the location(s) and size of the tract(s) purchased,~~
4 ~~and the amount of development rights allocated to the~~
5 ~~purchaser(s), with map(s) which show the parcel(s) or sub-~~
6 ~~parcel(s) acquired.~~

7 ~~_____ (d) A cumulative summary of all development that has~~
8 ~~taken place within the Palm Coast Park DRI by the land use~~
9 ~~categories shown on the Master Plan, including gross floor~~
10 ~~areas constructed by land use type and location, together with~~
11 ~~a cumulative summary of location, size (acreage), development~~
12 ~~rights purchased (land use type and square footage or units),~~
13 ~~and the name of the purchaser of all parcels purchased within~~
14 ~~the Palm Coast Park DRI.~~

15 ~~_____ (e) To the extent known to Developer, a description~~
16 ~~of any lands purchased or optioned within 1 mile of the~~
17 ~~boundaries of the Palm Coast Park DRI by a person who has~~
18 ~~acquired a fee simple or lesser interest in the Palm Coast Park~~
19 ~~DRI subsequent to the effective date of the DO (but excluding~~
20 ~~persons who have only acquired a leasehold interest in lands~~
21 ~~or improvements within the Palm Coast Park DRI), identifying~~
22 ~~such land, its size, and its intended use on a site plan and~~
23 ~~map (to the extent feasible).~~

24 ~~_____ (f) A listing of any substantial local, state, and~~
25 ~~federal permits, which were obtained, applied for, or denied,~~
~~during this reporting period, specifying the agency, type of~~

1 ~~permit, permit number, permit expiration date, parcel,~~
2 ~~location, and activity for each permit.~~

3 ~~_____ (g) A description of any moratorium or consent order~~
4 ~~imposed by a regulatory agency on development within the Palm~~
5 ~~Coast Park DRI, specifying the type of moratorium or consent~~
6 ~~order, duration, cause, and remedy as well as additional~~
7 ~~information regarding any "out of compliance" status issued by~~
8 ~~the applicable regulatory authority.~~

9 ~~_____ (h) An analysis, including a letter from the~~
10 ~~appropriate utility service provider, demonstrating that there~~
11 ~~will be sufficient capacity of potable water, wastewater, and~~
12 ~~solid waste facilities serving the Palm Coast Park DRI for the~~
13 ~~anticipated development for the ensuing reporting period.~~

14 ~~_____ (i) An assessment of Developer's or its successor's~~
15 ~~compliance with conditions and commitments contained in this~~
16 ~~Second Amended and Restated DO.~~

17 ~~_____ (j) A description of any change to the previously~~
18 ~~reported stormwater plans and design criteria or planting,~~
19 ~~monitoring, mitigation and maintenance programs.~~

20 ~~_____ (k) A description of any known incremental~~
21 ~~applications for development approval or requests for a~~
22 ~~substantial deviation that were filed in the reporting period~~
23 ~~or to be filed during the next reporting period.~~

~~(l) A description of any change in local governmental jurisdiction for any portion of the Palm Coast Park DRI since the effective date of the DO.~~

~~(m) Traffic reports, which shall be submitted to the Florida Department of Transportation ("FDOT") District Urban Office in Orlando, as well as to the City of Palm Coast Development Services Department, NEFRC, and DEO. The first traffic report shall be due concurrently with the first annual Monitoring Report and then biennially thereafter until project buildout, unless otherwise specified by the NEFRC. The following information shall be included:~~

~~(i) A description of current development by land use, type, location, number of residential units and amount of square footage of non-residential, along with the proposed construction schedule for the ensuing 2 year period, and appropriate maps.~~

~~(ii) Traffic counts, turning movements, and actual levels of service for existing conditions and projected for the ensuing 2 year period, including traffic estimates for the following roads, including intersections. Developer shall distinguish between project-related traffic and total traffic volumes:~~

~~• US-1 from Palm Coast Parkway north to the I-95/US-1 interchange~~

1 ~~_____ • I-95 from Palm Coast Parkway north to the~~
2 ~~I-95/US-1 interchange~~

3 ~~_____ Actual FDOT traffic counts shall be used where~~
4 ~~possible. If actual FDOT counts are not available for a~~
5 ~~particular road or intersection, Developer shall retain, at~~
6 ~~its expense, a traffic engineering firm, acceptable to the City~~
7 ~~using methodology and techniques acceptable to the City, to~~
8 ~~collect the necessary counts. FDOT seasonal adjustment factors~~
9 ~~shall be used when adjusting traffic counts.~~

10 ~~_____ (iii) A description of any new and/or improved~~
11 ~~roadways, traffic control devices or other transportation~~
12 ~~facility improvements to be constructed or provided by~~
13 ~~DeveloperDeclarant or governmental entity to accommodate the~~
14 ~~total existing and anticipated traffic demands.~~

15 ~~_____ (n) A statement certifying that the City, and all affected~~
16 ~~agencies have been sent copies of the Monitoring Report in conformance with~~
17 ~~Subsections 380.06 Florida Statutes. Developer shall ensure that~~
18 ~~appropriate agencies receive a copy of each Monitoring Report. This~~
19 ~~requirement has been deleted as the requirements contained in~~
20 ~~the DRI DO have either been completed or have been specifically~~
21 ~~assigned to the respective property owner to which the~~
22 ~~requirements are applicable, as shown in Exhibit "L". Further,~~
23 ~~the Statutes and rules regulating Developments of Regional~~
24 ~~Impacts no longer require biennial reporting, unless required~~
25 ~~by the City.~~

12. **Application for Proposed Changes.** ~~Developer~~Declarant shall submit to the City any applications for proposed changes to the Palm Coast Park DRI. Declarant shall be the only party, other than that City, that may apply for changes to the Palm Coast Park DRI.

13. **Limitations of Approval.** The approvals provided in this Amended and Restated DO shall not be construed to obviate the duty of ~~Developer~~Declarant to comply with all other applicable local or State permitting procedures.

14. **Notices.** Any and all notices required or allowed to be given in accordance with this Third Amended and Restated DO shall be mailed or delivered as follows:

To ~~Developer~~Declarant: Palm Coast Land, LLC
145 City Place, Suite 300
Palm Coast, Florida 32164
Attn: Manager

To the City: City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164
Attn: City Manager
Telephone: (386) 986-3702

1
2 **15. Severability.** In the event any stipulation, or any
3 portion of any Section of this Amended and Restated DO shall
4 be declared invalid, illegal, or unconstitutional by a court
5 of competent jurisdiction, such adjudication shall in no manner
6 affect the approval granted herein, and other stipulations, or
7 the other provisions of the affected stipulation, which shall
8 remain in full force and effect as if the stipulation or portion
9 or Section thereof so declared invalid, illegal, or
10 unconstitutional, were not originally a part hereof, provided,
11 however, that if the result of the severance of the stipulation
12 or portion or Section results in harm to the public health,
13 safety or welfare; results in a public harm; or substantially
14 negates a public benefit or imposes a public burden; then the
15 provisions of this Amended and Restated DO shall be deemed not
16 severable and this Amended and Restated DO shall be
17 reformulated and reconstituted by the City to address said
18 matters.

19 **16. Rendition of Order to DEO.** Consistent with changes in
20 Florida Statutes regulating DRIs, rendition of this DO to DEO
21 is not required.

22 **17. Annexation of Additional Lands.**

23 (a) The Declarant may annex additional lands into the
24 Palm Coast Park DRI ("Annexed Lands") with the City's approval,
25 if consistent with the City's comprehensive plan and ULDCs,

1 which will cause such Annexed Lands to be subject to the terms,
2 conditions, and restrictions of the DRI DO

3 (b) If Declarant applies to the City to annex
4 additional lands, the Declarant shall make application to the
5 City in a similar form as if applying for an amendment to the
6 DRI and the MPD. If the lands proposed to be annexed are not
7 directly adjacent to the DRI Property, then the Declarant must
8 demonstrate to the City that the annexation does not require
9 additional mitigation to the existing City services (water,
10 sewer, and traffic).

11 **187. Other General Conditions.**

12 (a) Notwithstanding any provision contained in this
13 Amended and Restated DO to the contrary, the City shall have
14 no financial responsibility to contribute to or participate in
15 the funding, design, engineering, permitting, and/or
16 construction of improvements to State roads, County roads, or
17 roads constructed or to be constructed within the DRI Property.

18 (b) Development of the DRI Property based upon this
19 Amended and Restated DO shall comply with all applicable
20 Federal, State and local laws, codes, ordinances, rules and
21 regulations which are hereby incorporated herein by this
22 reference.

23 (c) The ~~Developer~~Declarant acknowledges that the
24 requirements and conditions of this Amended and Restated DO as
25 set forth herein result from the impacts of development of the

1 DRI Property on public facilities and systems, are reasonably
2 attributable to the development of the DRI Property, are based
3 upon comparable requirements and commitments that the City or
4 other agencies of government would reasonably expect to require
5 a developer to expend or provide, and are consistent with sound
6 and generally accepted land use planning and development
7 practices and principles.

8 (d) This Amended and Restated DO and its terms and
9 conditions and all of the promises, commitments, obligations,
10 covenants, liabilities, and responsibilities of the
11 ~~Developer~~Declarant touch and concern the DRI Property and shall
12 continue to run with, follow and burden the DRI Property. To
13 this end, the promises, commitments, obligations, covenants,
14 liabilities, and responsibilities provided for herein shall
15 inure to the benefit of the City and shall operate as a
16 perpetual burden and servitude upon the DRI Property unless
17 released by the City by means of an appropriate recordable
18 instrument approved and executed by the City. The promises,
19 commitments, obligations, covenants, liabilities, and
20 responsibilities provided for herein shall be binding upon the
21 ~~Developer~~Declarant and the ~~Developer~~Declarant's heirs,
22 transferees, assigns and successors in interest (specifically
23 including, but not by way of limitation, building permit
24 applicants and any person or entity developing any part of the
25 DRI Property) and shall inure to the benefit of the City and

1 its assigns and successors in interest as to all parts and each
2 part of the DRI Property. The ~~Developer~~Declarant shall pay
3 any and all costs of recording instruments in the public
4 records of the County.

5 In addition to the foregoing general conditions, the
6 following specific conditions are included in this Amended and
7 Restated DO to mitigate identified regional impacts.

8 **PART III**

9 **SPECIFIC CONDITIONS TO THIS DEVELOPMENT ORDER³**

10 **1. Vegetation and Wildlife.**

11 (a) The ~~Developer~~Declarant shall preserve at least
12 116 acres of gopher tortoise habitat prior to commencing any
13 development activities on the DRI Property. Preservation shall
14 be accomplished as follows: (i) preserving the 44.66-acres
15 shown as Tract C on **Fourth Revised Exhibit "D"** hereto, through
16 granting a perpetual conservation easement to the Florida Fish
17 and Wildlife Conservation Commission ("FFWCC"), in a form
18 acceptable to the FFWCC, within 1 calendar year from the
19 effective date of the DO; and (ii) preserving an additional
20 71.34-acres of gopher tortoise habitat within 2 calendar years
21 from the effective date of the DO by either (1) contributing
22 to the purchase of preservation land by payment of a sum equal
23

24 ³ The requirements contained in this Part III are part of the original 2004
25 DRI DO. The current status of these requirements, as amended, are attached
as **Exhibit "L"** which shall control over anything contrary contained in this
Part III.

1 to \$5,859 per acre, or the prevailing cost per acre in effect
2 at the time of the payment, whichever is greater, to the FFWCC
3 Land Acquisition Trust Fund, (2) preserving an appropriate
4 number of acres of habitat on site, agreeable to the FFWCC, or
5 (3) choosing a combination of items (1) or (2) that equal a
6 total of 71.34 acres of gopher tortoise habitat protection.
7 Any onsite habitat preserve shall encompass at least 25-acres
8 of contiguous gopher tortoise habitat and shall be acceptable
9 to the FFWCC. No construction shall commence on the DRI Property
10 until the ~~Developer~~Declarant has protected at least 116 acres
11 of gopher tortoise habitat, obtained the necessary gopher
12 tortoise permit(s) from the FFWCC, and complied with all permit
13 conditions.

14 (b) Informational signs or posters shall be located
15 on active construction sites in areas that may contain suitable
16 habitat for the Indigo Snake. The ~~Developer~~Declarant shall
17 develop an Eastern Indigo Snake Protection/Education Plan (the
18 "Snake Plan"). The Snake Plan shall meet the requirements and
19 standards set forth in the "Standard Protection Measure For The
20 Eastern Indigo Snake" provided on Page 12-1 of the ADA Second
21 Sufficiency Response, dated February 20, 2004. The Snake Plan
22 shall be provided to all contractors performing work on the DRI
23 Property.

24 (c) Should listed species be determined to reside on,
25 or otherwise be significantly dependent upon the Palm Coast

1 Park DRI property, the ~~Developer~~Declarant shall cease all
2 development activities which might negatively affect that
3 individual or population. The DRI Property shall be developed
4 in full compliance with all applicable laws, rules and
5 regulations. The ~~Developer~~Declarant shall provide proper
6 protection to the satisfaction of all agencies with
7 jurisdiction over the matter.

8 **2. Wetlands.**

9 (a) Development of the Palm Coast Park DRI shall not
10 impact more than 185 acres of wetlands on the DRI Property.

11 (b) Upland buffers adjacent to wetlands shall be
12 established on the DRI Property that are consistent with the
13 City's Land Development Code. At a minimum, the buffers shall
14 include the following:

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

17 (ii) To reduce erosion, all swales and drainage
18 ways constructed by the ~~Developer~~Declarant shall be vegetated
19 or sodded. The inside detention slopes for stormwater ponds
20 shall be sodded. The berm and outside slopes for stormwater
21 ponds shall be hydro-seeded. All slopes steeper than 3:1
22 (horizontal:vertical) shall be sodded. Only those areas needed
23 for development may be cleared. All cleared development areas
24 shall be hydro-seeded or seeded and mulched immediately. All
25 areas which are covered with vegetation or sod or which are

1 seeded and mulched or hydro-seeded shall be maintained after
2 construction.

3 (iii) Sedimentation of wetlands shall be
4 prevented through adherence to the erosion and sediment control
5 plan submitted as part of the stormwater permit.

6 (iv) Wildfire mitigation management practices
7 will be routinely implemented on all vacant property within the
8 DRI boundaries, specifically in the vegetation areas shown as
9 scrub and brushland, pine flatwoods, coniferous plantations and
10 forest regeneration areas. Mitigation shall include, but is
11 not limited to controlled burning, mechanical mowing or
12 chopping, tree thinning and animal grazing. The

13 ~~Developer~~Declarant shall implement these practices on normal
14 cycle for this work which is approximately three to five years

15 (c) The ~~Developer~~Declarant shall record conservation
16 easements in favor of the St. Johns River Water Management
17 District ("SJRWMD") and the City covering the preserved
18 wetlands on-site. The conservation easements shall be recorded
19 upon recordation of a plat containing the wetlands or upland
20 buffer areas.

21 Should silviculture operations continue prior to
22 the commencement of individual site development, silviculture
23 activities shall be prohibited in that portion of the DRI
24 Property that consists of wetland areas to be preserved and
25

1 those areas adjacent to wetlands that will be used as buffers
2 to the wetland areas.

3 (d) The ~~Developer~~Declarant shall perform field
4 verification of wetland boundaries associated with Conservation
5 FLUM areas which shall be provided to the City in electronic
6 format. After field verification, the delineated Conservation
7 FLUM areas shall be preserved, except where they are crossed
8 by road rights-of-way or easements or rights-of-way for other
9 public facilities.

10 (e) The ~~Developer~~Declarant shall promptly provide to the
11 City a copy of all Federal and State environmental permits
12 prior to construction activities being undertaken. The
13 ~~Developer~~Declarant or its assigns shall be required to comply
14 with all terms and conditions of all such permits. No wetland
15 impacts shall occur without acquiring all necessary State and
16 Federal permits and approvals by the City.

17 3. **Floodplains.**

18 (a) All structures shall have a finished floor
19 elevation a minimum of 1-foot above the FEMA 100-year
20 floodplain. All structures shall also have a finished floor
21 elevation a minimum of 1 foot above the center line of the
22 adjacent roadway. The City Land Use Administrator may waive
23 the foregoing requirements provided a site grading plan is
24 submitted demonstrating sufficient treatment storage is
25 provided and adequate conveyance will prevent flooding of

1 structures during the 100-year event. All roadways shall be
2 constructed at or above the FEMA 100-year floodplain. The
3 10-year frequency storm shall be used to calculate the design
4 hydraulic gradient line for local roadways. The maximum
5 hydraulic gradient line for roadways shall be no higher than 6-
6 inches below the edge of pavement.

7 (b) All roads constructed within the Palm Coast Park
8 DRI shall be designed in accordance with criteria of FDOT or
9 the City, as applicable.

10 4. **Water Supply.**

11 (a) A distribution system for reuse (non-potable
12 water) shall be installed concurrent with development of the
13 Palm Coast Park DRI (residential and non-residential). The
14 non-potable distribution system shall be developed parallel to
15 the potable system for all land uses for utilization when reuse
16 water is available. Depending on design requirements and
17 location within the DRI Property, the non-potable distribution
18 system may include or consist of direct pumping from ponds and
19 lakes, as the means for providing non-potable water for
20 irrigation.

21 To the maximum extent feasible, reclaimed water
22 shall be the primary source of water to meet irrigation demand,
23 with surface water from the stormwater management system acting
24 as back up source to meet additional irrigation requirements.

1 (b) The ~~Developer~~Declarant shall undertake 2
2 demonstration projects, 1 residential and 1 non-residential,
3 which implement and exhibit water-wise landscaping principals
4 which incorporate drought-tolerant or native vegetation. The
5 non-residential demonstration project may be undertaken on a
6 1-acre site within the frontage park along US-1.

7 (c) Water conservation strategies, including
8 Xeriscape landscape techniques and low flow plumbing fixtures
9 shall be incorporated into the construction, operation, and
10 maintenance phases of the Palm Coast Park DRI, and shall be
11 included in the covenants and deed restrictions. The
12 conservation strategies shall include the following conditions:

13 (i) Within common areas, commercial areas and
14 multi-family residential complexes, 50% of planted vegetation,
15 by aerial extent, shall consist of native, drought-tolerant or
16 Xeriscape vegetation in all landscaped areas. Landscaped areas
17 are defined as any pervious area that will be altered due to
18 development. Wetlands, wetland buffers, vegetative buffers
19 between land uses, stormwater systems and required preservation
20 areas are not included as landscaped areas. Native or drought-
21 tolerant plants include those in the SJRWMD's *Waterwise Florida*
22 *Landscapes*, the Florida Native Plant Society's list of native
23 landscape plants for Flagler County, *A Gardner's Guide to*
24 *Florida's Native Plants* (Osorio 2001), or comparable guidelines
25

1 prepared by the Florida Department of Agriculture and Consumer
2 Services, SJRWMD, FFWCC, or FDEP.

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

9 (iii) Fertilizer used within the Project shall
10 contain at least 70% organic or slow release ingredients, with
11 the exception of limited special purpose fertilizer
12 applications as appropriate.

13 (iv) A comprehensive water conservation plan
14 shall be developed and implemented which addresses:

- 15 • Specific percentage of water
16 wise/native vegetation required throughout the DRI Property.
- 17 • Limits on turf areas.
- 18 • Use of water-saving fixtures.
- 19 • Sub-metering multi-family units.
- 20 • Use of non-potable water for outside
21 irrigation.
- 22 • Use of rain-sensing sprinklers.
- 23 • Distribution of water conservation
24 literature to residents and tenants.

1 (v) The ~~Developer~~Declarant shall ensure
2 compliance with conditions (c)(i) through (c)(iv) of this
3 Amended and Restated DO; provided, however, that such
4 obligations may be assigned to other parties by the
5 ~~Developer~~Declarant with the consent of the City. The
6 ~~Developer~~Declarant, homeowner's association or CDD, shall
7 implement a customer and employee water conservation education
8 program as specified in Section 12.2.5.1(e) of the SJRWMD
9 Consumptive Use Permitting Applicant's Handbook. The curriculum
10 of the education program shall be supplied with the first
11 Monitoring Report and each subsequent Monitoring Report until
12 build-out. This condition may be satisfied by the City with
13 approval from the SJRWMD.

14 (d) Easements for adequate accessibility to and from
15 existing and proposed wellheads shall be established within 1
16 year for each wellhead on the DRI property in order that
17 construction, maintenance, and other necessary activities to
18 facilitate the production of potable water is achieved. All
19 easements shall be in a form approved by the City.
20 ~~Developer~~Declarant or any successors in interest shall have the
21 right from time to time to relocate any easements that provide
22 accessibility to and from any existing or proposed wellhead to
23 another location, provided, however, that (i) any such
24 relocation of an easement shall not unreasonably interfere with
25 the City's non-exclusive right to utilize the easement, as

1 relocated, for access to and from the wellhead; (ii) such
2 relocation of the easement shall result in the City's right to
3 and enjoyment of a means of an access to and from the wellhead
4 which is substantially similar to the means of access which the
5 City possessed and enjoyed prior to such alteration or
6 relocation of the easement; (iii) the ~~Developer~~Declarant shall
7 bear the cost of relocating any roadways, power lines or other
8 facilities serving the well site which are moved as a result of
9 the relocation of any easement; and (iv) relocation of roadways,
10 power lines and other facilities serving a well site shall be
11 accomplished in a manner that does not cause disruption to the
12 production of any existing well or result in degradation,
13 alteration or loss of production of potable water.

14 (e) Within 1 year from the effective date of the DO,
15 a linear easement shall be established that parallels the
16 boundary of the DRI Property abutting the Florida East Coast
17 railroad right-of-way. The easement shall be 65 feet in width,
18 a portion of which shall also be subject to an easement in favor
19 of Florida Power & Light for an electric transmission line. The
20 easement shall provide ingress/egress to access well sites and
21 provide full eastern access along the rail system for emergency
22 vehicles should a train derailment occur. The easement shall
23 be in a form approved by the City.

24 **5. Groundwater Protection.**
25

1 (a) A buffer zone with a 500-foot radius shall be
2 established around each existing and proposed wellhead where no
3 construction activities involving hazardous materials shall be
4 conducted and no hazardous material and/or waste generation
5 facilities may be constructed. Direct stormwater runoff shall
6 be diverted away from these buffer areas to stormwater treatment
7 ponds which shall be located outside of the protection zone.

8 (b) Use of Floridan Aquifer, intermediate (confined
9 surficial), and surficial aquifer wells, that do not fall within
10 the SJRWMD's specific consumptive use permitting requirements
11 (less than 6 inches in diameter), are prohibited on the Palm
12 Coast Park DRI property, unless approved by the City and
13 applicable regulatory agencies, with the exception of Tract 5C
14 as shown on **Fourth Revised Exhibit "D"** hereto, provided that
15 the wells are approved by the applicable regulatory authorities.
16 This prohibition, as with all other provisions of this Amended
17 and Restated DO, shall act as a deed restriction to the DRI
18 Property.

19 (c) Any abandoned wells discovered prior to or during
20 development shall be properly plugged and abandoned in
21 accordance with SJRWMD's rules.

22 (d) The following best management practices shall
23 apply to geotechnical borings:

24 (i) All borings deeper than 20 feet shall be neat
25 cement grouted to the surface to prevent downward migration of

1 surface and subsurface contaminants along the borehole to the
2 shallow intermediate or Floridan Aquifer.

3 (ii) All borings less than 20 feet deep shall be
4 backfilled with the original drilled soil to the surface to
5 prevent the creation of a sump. Where the boring is advanced
6 through asphalt or concrete it shall be patched at the surface
7 with a similar impervious material.

8 (iii) If contamination is detected in any
9 geotechnical boring, the contaminated soil shall not be used as
10 replacement material and the horizontal and vertical extent of
11 the contamination shall be assessed and reported to the City
12 and the appropriate regulatory authority.

13 (e) Any discharge of a regulated substance at
14 regulatory reporting thresholds shall be reported immediately
15 by the facility owner, operator, or responsible party to the
16 City. Such notification shall in no way alleviate the owner,
17 operator, or responsible party from other City, State, and
18 Federal reporting obligations as required by law. All
19 facilities with discharges of any quantity of a regulated
20 substance shall be remediated so that contamination of soil,
21 surface water, or groundwater is brought into compliance with
22 State, local, and/or Federal standards. Clean-up activities
23 shall begin concurrent with or immediately following emergency
24 response activities. This prohibition shall act as a deed
25 restriction within the Palm Coast Park DRI Property.

1 (f) Whenever it is determined by the City or
2 authorized regulatory agency that a discharge of regulated
3 substances is resulting in imminent threat of contamination of
4 groundwater or danger to life or property from the contamination
5 of groundwater, the ~~Developer~~Declarant shall require immediate
6 corrective action as required by the City. The
7 ~~Developer~~Declarant hereby grants to the City the right of entry
8 into the DRI Property and the right to take clean-up activities
9 necessary to protect the public health, safety and welfare and
10 to pass on the cost of clean up activities to the responsible
11 party. Initiation of any required clean-up activities as
12 directed by the City shall commence within 24 hours and shall
13 be completed within the time specified by the City or other
14 regulatory authority. If immediate corrective measures are not
15 taken and there is immediate threat to the City's potable water
16 resources, danger or hardship to the public, the City may enter
17 upon lands, take corrective actions, and place a lien on the
18 real property of such person(s) to recover the costs of the
19 corrective measures. This prohibition, as with all other
20 provisions of this Amended and Restated DO, shall act as a deed
21 restriction within the DRI Property.

22 **6. Wastewater Management.**

23 (a) Development within Palm Coast Park DRI shall occur
24 concurrent with the provision of adequate central sewer service
25

1 meeting the adopted level of service of the City's Comprehensive
2 Plan.

3 (b) Onsite Wastewater Treatment Systems (septic
4 systems) may be allowed for single family residential areas with
5 lot sizes that contain a minimum of 1-acre of contiguous uplands
6 but only in the area designated as Tract 5C on **Fourth Revised**
7 **Exhibit "D"** hereto; provided, however, that all septic systems
8 must be approved by the appropriate regulatory authority to
9 ensure that ground or surface waters will not be negatively
10 impacted. The City, through coordination with the Flagler
11 County Health Department, may require aerobic treatment units
12 adjacent to lands that the City deems as environmentally
13 sensitive. Temporary above-ground tanks may be used to provide
14 sewage service to construction and marketing trailers until
15 central sewer lines are installed.

16 (c) The ~~Developer~~Declarant shall identify a minimum
17 30-acre site acceptable to the City for the purpose of locating
18 new water and wastewater utility plants. The site shall be
19 dedicated to the City within 60 days of the effective date of
20 the DO in a form acceptable to the City. Simultaneously with
21 the conveyance of title to the site for the water and wastewater
22 utility plants, the City shall release its option to purchase a
23 well site that is known as the SW-108 Well Site and its option
24 to purchase a water plant site along US-1.

25 7. **Stormwater Management.**

1 (a) A stormwater pollution prevention construction
2 operating plan ("SWPPP") shall be attached to and incorporated
3 into the construction and permit documents for all projects
4 constructed within the Palm Coast Park DRI that require a
5 general or individual SJRWMD permit. The SWPPP shall be
6 implemented upon initiation of construction activities. The
7 SWPPP shall be similar to the SWPPP provided in **Exhibit "E"**
8 hereto, but may be modified to accommodate the specific
9 construction project and site. Appropriate maintenance
10 personnel shall be required to attend the Florida Stormwater,
11 Erosion and Sedimentation Control Training and Certification
12 Course for Contractors and Inspectors.

13 (b) A Water Quality Monitoring Plan ("WQ Monitoring
14 Plan") shall be developed by the ~~Developer~~Declarant for review
15 and approval of FDEP. The WQ Monitoring Plan shall include
16 water quality monitoring stations, all of which shall be
17 approved by FDEP. There shall be 2 baseline-sampling events (1
18 wet and 1 dry) completed prior to initiation of development
19 activities on the DRI Property. When approved, the WQ
20 Monitoring Plan shall be automatically incorporated into this
21 Second Amended and Restated DO.

22 (c) If a golf course is developed on the DRI Property,
23 the following shall be required:

24 (i) Implementation of a Pesticide/Nutrient
25 Management Plan, with a City approved entity identified and

appointed to oversee the process. The plan that is adopted and the name of the entity that was appointed to oversee the process shall be provided to the City and the FDEP.

(ii) Development and implementation of golf course best management practices from the following publications:

- Best Management Practices for Golf Course Maintenance Department.

- Florida Green Industries: Best Management Practices for Protection of Water Resources in Florida.

The best management practices that are adopted shall be provided to the City and the FDEP.

8. **Transportation.**

(a) Notwithstanding the phasing schedule that is set forth in Section 5, under Part II above, for the purpose of phasing and transportation recommendations, Palm Coast Park DRI is divided into 3 phases based upon ITE trip generation estimates for approved construction, as shown on the following schedule:

	Estimated Build-Out	Daily ITE Trips	PM ITE Peak Trips	Cumulative ITE Trips	
				Daily	PM Peak
Phase 1	2019	32,834	3,145	32,834	3,145
Phase 2	2024	33,965	3,316	66,799	6,461
Phase 3	2029	38,569	3,772	105,368	10,233

1 (b) The ~~Developer~~Declarant shall provide all rights-
2 of-way and associated easements and facilities necessary to
3 construct the internal roadway network and shall be responsible
4 for constructing the internal roadway network. The creation of
5 the rights-of-way shall be in a form acceptable to the City.

6 (c) The ~~Developer~~Declarant shall be responsible for
7 the construction of all turn lanes and traffic signals (as
8 required) providing direct access to Palm Coast Park DRI as well
9 as the conveyance of additional necessary rights-of-way.

10 (d) ~~Developer~~Declarant's proportionate share
11 contribution to mitigate offsite transportation impacts for Palm
12 Coast Park DRI, equal to 10,233 PM Peak Hour Trips, totals
13 \$14,021,000, as shown on **Exhibit "F"** hereto. Pursuant to Section
14 163.3180(12)(2003), Florida Statutes, the ~~Developer~~Declarant
15 shall mitigate offsite transportation impacts for Palm Coast
16 Park DRI by paying to the City the amount of \$7,271,000 and
17 paying the cost of the IJR in the estimated amount of \$250,000
18 for a total contribution of \$7,521,000 ("Traffic Mitigation
19 Pipeline Amount"), and in addition, ~~Developer~~Declarant hereby
20 waives its right to impact fee credits for impact fees that are
21 paid in connection with development within the Palm Coast Park
22 DRI (the "Palm Coast Park Impact Fees"). Based upon current
23 impact fees, the Palm Coast Park Impact Fees are estimated at
24 \$6,750,034, and consequently the value of ~~Developer~~Declarant's
25 proportionate-share contribution upon execution of this

1 agreement is estimated at \$14,271,034 (\$7,521,000 Traffic
2 Mitigation Pipeline Amount + \$6,750,034 estimated Palm Coast
3 Park Impact Fees = \$14,271,034). Impact fees are not limited to
4 any amount specified in this paragraph; the ~~developer~~Declarant
5 or sub-~~developer~~Declarants will pay the impact fee amounts in
6 effect at the time each building permit is issued.
7 ~~Developer~~Declarant shall pay the Traffic Mitigation Pipeline
8 Amount, with the exception of the cost of the IJR, to the City
9 within 1 year following the date the Palm Coast Park CDD is
10 created, but not later than 18 months following the effective
11 date of the DO unless extended by the City and subject to such
12 conditions as the City may impose. ~~Developer~~Declarant shall pay
13 the cost of the IJR in accordance with Subsection (d) above.

14 Consistent with the requirements of Section
15 163.3180(12)(2003), Florida Statutes, the City shall use the
16 ~~Developer~~Declarant Proportionate Share Contribution to complete
17 the four (4) laning of Matanzas Woods Parkway from US-1 to Belle
18 Terre Parkway and some portion or all of the regionally
19 significant transportation facilities that are shown on the
20 following schedule consistent with the City's budgetary
21 practices and limitations:

22
23 **CITY TRAFFIC MITIGATION**

Improvements	Location	2004 Estimated Cost
Add Traffic Signal Control	Intersection of Belle Terre Parkway at Pine Lakes Parkway (N)	\$250,000

Improvements	Location	2004 Estimated Cost
Add Traffic Signal Control	Intersection of Belle Terre Parkway at Belleaire Drive	\$250,000
Intersection Improvement	Fix Culvert Problem at Pine Lakes Parkway and Palm Coast Parkway	\$850,000
4-Lane Belle Terre Parkway	Bellaire Drive to Matanzas Woods Parkway	\$7,900,000
4-Lane Matanzas Woods Parkway	Belle Terre Parkway to I-95	\$1,400,000

The Traffic Mitigation Pipeline Amount may be funded by the ~~Developer~~Declarant through the Palm Coast Park CDD in a manner acceptable to the City. Payment of the Traffic Mitigation Pipeline Amount and waiver by the ~~Developer~~Declarant of its right to impact fee credits in connection therewith shall mitigate all of Palm Coast Park DRI's non-state roadway impacts in the entirety for 10,233 Peak Hour Trips.

(e) In addition to the Overpass/Interchange Status Report, each Monitoring Report shall include a PM Peak Hour Traffic Analysis of US-1 and I-95 as follows:

Road	From	To	Segments to Monitor by Report Year		
			Phase 1 2004-2018	Phase 2 2019-2023	Phase 3 2024 and beyond
US-1	CR 304	Belle Terre Parkway	No	No	Yes
US-1	Belle Terre Pkwy	Royal Palms Pkwy	No	Yes	Yes
US-1	Royal Palms Parkway	I-95	Yes	Yes	Yes
US-1	I-95	SR-206	No	No	Yes
I-95	Old Dixie Highway	SR-100	No	No	Yes
I-95	SR-100	Palm Coast Pkwy	No	Yes	Yes

Road	From	To	Segments to Monitor by Report Year		
			Phase 1 2004-2018	Phase 2 2019-2023	Phase 3 2024 and beyond
I-95	Palm Coast Pkwy	US-1	No	Yes	Yes
I-95	US-1	SR-206	No	Yes	Yes
I-95	SR-206	SR-207	Yes	Yes	Yes
I-95	SR-207	SR-16	No	Yes	Yes
I-95	SR-16	International Golf Pkwy	No	No	Yes

The traffic study shall include the evaluation of PM peak hour conditions for each roadway segment identified on US-1 and I-95, and include an evaluation of all signalized intersections within the limits of US-1, from Palm Coast Parkway north to I-95, as well as the unsignalized intersections of the I-95 ramps with US-1, subject to the phased segment limits described above. The traffic study shall include a projection of background and Project traffic for the next 2-year period and the resulting projection of the level of service for those roadways at the end of the 2-year period. Project traffic shall include the impacts of all existing Project development, and all Project development likely to receive building permits during the next 2-year period. At a minimum, the traffic study methodology and the study results shall be supplied to the NEFRC and the FDOT (District 5 and District 2) for review, and shall be subject to written approval by the City and DEO. The evaluation of I-95 shall be based on the most recent Annual Average Daily Traffic volume, as identified by the FDOT,

converted to a 2-way peak hour volume using a K^{100} factor, calculated from FDOT data for the closest continuous count station.

The traffic study shall include an assessment of 2-way external PM peak hour trips (defined as total trips minus internal trips minus pass-by trips) for the existing Project and Project traffic for the next 2-year period. The phase of the Project will be defined by the number of Project external PM peak hour 2-way trips (which ever is reached first), as identified below:

Phase	Year	Cumulative Project External PM Peak Hour 2-Way Trips
1	2019	2,596
2	2024	5,083
3	2029	7,304

The Monitoring Report shall be used for the following purposes:

- To determine the operational conditions of US-1 and I-95 given their current rural, free-flow characteristics and changes anticipated over time to an urban, interrupted-flow arterial and interstate.

- To evaluate the impact to US-1 and I-95 in the event construction of the Overpass or Interchange is delayed or not constructed.

1 Based upon accepted peak hour analysis procedures
2 standard to the traffic engineering profession, the Monitoring
3 Report shall identify the following on the relevant segments of
4 US-1 and I-95:

5 • Level of service adopted by the City and FDOT.
6
7 • Applicable area type associated with US-1 and I-95
8 (e.g., rural, transitioning or urban) as from time to time
9 adopted by the appropriate authorities and used by the City and
10 FDOT to adopt and modify level of service requirements.

11 • Service volume as adopted by the City and FDOT.
12 • Spacing of approved and proposed full median
13 openings/traffic signals and a statement of compliance with the
14 FDOT Access Management requirements.

15 • Spacing of approved and proposed directional
16 access locations (including directional left-turn median
17 openings and right-in/right-out access) and a statement of
18 compliance with the FDOT Access Management requirements.

19 • Identification of joint access driveways.
20
21 • Identification of improved roadways parallel to
22 US-1 which reduce direct access from the Palm Coast Park DRI to
23 US-1 or increase corridor capacity.

24 The Monitoring Report shall include daily traffic
25 counts on US-1 indicating hourly directional flows collected at

1 up to 4 locations between full median accesses located at active
2 entrances to the Palm Coast Park DRI. For purposes hereof, an
3 active entrance is any entrance on US-1 that provides access to
4 a development area within the Palm Coast Park DRI that has
5 received a certificate of occupancy. Daily traffic counts shall
6 be averaged from traffic counts conducted over a consecutive
7 72-hour period beginning no earlier than 12:00 p.m. (noon) on
8 a typical Monday and ending no later than 12:00 p.m. (noon) on
9 a typical Friday. The traffic counts shall be factored to peak-
10 season values using FDOT's weekly count factors maintained for
11 Flagler County.
12

13 The Monitoring Report shall indicate the level of
14 service for the relevant segments of US-1 and I-95 according to
15 the procedures set forth in the current version of the Highway
16 Capacity Manual as may be implemented by software approved by
17 FDOT (e.g., the current version of the Highway Capacity
18 Software). The Monitoring Report shall identify the existing
19 peak-hour level of service and the projected peak-hour level of
20 service based upon the traffic impacts from the planned
21 development within the Palm Coast Park DRI over the following
22 2 years. If roadway improvements are required to maintain the
23 adopted level of service on US-1 and I-95, the improvements
24 shall be identified and if they are not funded for construction
25 within 3 years of the projected need, the density/intensity of

1 development within the Palm Coast Park DRI shall be limited to
2 the extent necessary to maintain the Adopted US-1 Service Level.

3 The ~~Developer~~Declarant may elect, at its discretion,
4 to study a longer horizon period to provide advance
5 identification of potential capacity deficiencies on US-1.
6 Advance identification of deficiencies may allow for the
7 planning, programming and funding of improvements in a timely
8 manner thereby avoiding the potential interruption of
9 development within the Palm Coast Park DRI.
10

11 A roadway segment shall be determined to be
12 significantly impacted by the proposed development if, at a
13 minimum, the traffic projected to be generated at the end of
14 any phase of the Project, cumulatively with previous phases,
15 will utilize 5% or more of the adopted peak hour level of
16 service maximum service volume of the roadway.

17 If and when the service level for a roadway listed in
18 the Monitoring Report, which the Project significantly impacts,
19 falls below the adopted level of service in the City's
20 Comprehensive Plan for US-1, prior to buildout of the Project,
21 no further building permits shall be issued until mitigation
22 measures and/or improvements which would achieve the minimum
23 acceptable levels of service are guaranteed and scheduled, as
24 follows:

25 • **SCHEDULE AND GUARANTEE OF IMPROVEMENTS** - If and
when required to allow additional building permits to be issued,

1 a schedule shall be provided by the ~~Developer~~Declarant which
2 specifically provides for the mitigation of impacts from the
3 Project on each significantly impacted relevant segment of US-
4 1 and I-95 which will operate below the adopted level of service
5 standard at the end of buildout of each phase of the Project,
6 or alternatively, a subset stage of that phase. The schedule
7 shall ensure that each and every improvement to relevant
8 segments of US-1 and I-95 which is necessary to achieve the
9 adopted level of service standard for that stage or phase of
10 the Project shall be guaranteed to be under actual construction.
11 This guarantee shall be in the form of (i) a clearly identified,
12 executed and recorded local government development agreement,
13 consistent with Sections 163.3220 through 163.3243, Florida
14 Statutes, that is attached as an exhibit to a development order,
15 and which ensures, at a minimum, that all needed roadway
16 improvements will be available concurrent with the impacts of
17 development, consistent with Section 163.3180(2)(c)(2003),
18 Florida Statutes; (ii) The City's CIE adopted pursuant to Rule
19 9J-5.0055(3)(c), *Florida Administrative Code*, concurrency
20 management system in its Comprehensive Plan; (iii) an FDOT
21 commitment in the current 5 years of the Adopted Work Program
22 for Florida Intrastate Highway System (FIHS) facilities in
23 construction within the first 3 years of the Adopted Work
24 Program for all other facilities to provide all needed roadway
25 improvements; (iv) a binding and enforceable commitment in a

1 development order by the ~~Developer~~Declarant to provide all
2 needed roadway improvements concurrently with the development
3 schedule approved in the development order; or (v) any
4 combination of guarantees (i) thru (iv) above that ensures that
5 all needed roadway improvements will be provided concurrently
6 with the development schedule approved in the development order.

7 In addressing the construction of the needed roadway
8 improvements to the relevant segments of US-1 and I-95, the
9 schedule shall list all roadway improvements needed to be
10 constructed by phase or stage, the anticipated date of
11 completion for the construction of each needed improvement, the
12 party responsible for the construction of each improvement, and
13 the form of the commitment that relates to the construction of
14 each improvement.

15 As part of the Monitoring Report, the status of the
16 road improvements shall be assessed and reported. The City shall
17 evaluate the appropriateness of issuing additional building
18 permits if the Monitoring Report reveals that any needed
19 transportation improvements as set forth herein are no longer
20 scheduled, or have been delayed in schedule, such that the
21 ~~Developer~~Declarant or it assigns no longer ensure that the
22 planned roadway improvements for that stage or phase of the
23 Project will be constructed within the planned time frame.

24 A change to the approved development schedule for the
25 Project, as opposed to a change to the schedule of needed

1 improvements, will need to be addressed through the notification
2 of proposed change provisions of Section 380.06(19), *Florida*
3 *Statutes*.

4 ● **PROPORTIONATE SHARE PAYMENTS** - This option shall
5 only be available to the extent that the FDOT, for facilities
6 on the State Road System, agrees to accept proportionate share
7 payments as adequately mitigating the impacts of the Project on
8 the significantly impacted portions of US-1 and I-95. Such an
9 agreement shall be attached as an exhibit to a development order
10 and shall be in the form of either a clearly identified,
11 executed and recorded local government development agreement,
12 consistent with Sections 163.3220 through 163.3243, Florida
13 Statutes; an interlocal agreement; a FDOT joint participation
14 agreement; or a written acceptance by the affected local
15 government governing board or the FDOT (District 5 and
16 District 2), as appropriate.

17 For purposes hereof, "proportionate share
18 payment" means a contribution from a ~~developer~~Declarant or owner
19 of a DRI to the local government or the governmental agency
20 having maintenance responsibility for those facilities, which
21 makes adequate financial provision for the public
22 transportation facilities needed to accommodate the impacts of
23 the proposed development. The proportionate share payment shall
24 be deemed to make adequate financial provision for such
25 facilities if it is equal to or greater than the sum of the

costs of improvements attributable to the proposed development derived from the application of the following formula. The costs of improvements attributable to the proposed development are based upon the sum of the cost of improving each significantly impacted state and regional roadway which will operate at worse than the level of service standard in the local government's approved comprehensive plan or the FDOT level of service standards for roads on the Florida Intrastate Highway System at each project stage or project phase and at project buildout. The proportionate share of the cost of improvements of each such roadway is calculated according to the following formula:

$$\frac{(\text{DRI trips})}{(\text{SV increase})} = \text{cost}$$

DRI trips = cumulative number of the 2-way trips from the proposed development expected to reach the roadway during the peak hour from the complete buildout of a stage or phase being approved.

SV increase = the change in 2-way peak hour maximum service volume of the roadway resulting from construction of the improvement necessary to maintain the adopted level of service. In determining the SV increase for US-1, the base service volume shall be defined as the service volume for a 4-lane divided uninterrupted flow highway for urban areas as described in the 2002 Quality/Level of Service Handbook, published by the Florida Department of Transportation.

1 Cost = cost of construction, at the time of
2 ~~developer~~Declarant payment, of an improvement necessary to
3 maintain the adopted level of service. Construction cost
4 includes all improvement associated costs, including
5 engineering design, right-of-way acquisition, planning,
6 engineering, inspection, and other associated physical
7 development costs directly required and associated with the
8 construction of the improvement, as determined by the
9 governmental agency having maintenance authority over the
10 roadway.

11 **9. Air Quality.**

12 The following dust control measures shall be undertaken
13 by the ~~Developer~~Declarant during all construction activities
14 throughout build-out of the Palm Coast Park DRI:

15 (a) Contractors shall moisten soil or use resinous
16 adhesives on barren areas, which shall include at a minimum,
17 all roads, parking lots or material stockpiles;

18 (b) Contractors shall use mulch, liquid resinous
19 adhesives with hydro-seeding or sod on all landscaped areas;

20 (c) Contractors shall remove soil and other dust-
21 generating material deposited on paved streets by vehicular
22 traffic, earth-moving equipment or soil erosion; and

23 (d) Contractors shall utilize best operating
24 practices in conjunction with any burning resulting from land
25 clearing, which may include use of air curtain incinerators.

1 **10. Hurricane Evacuation.**

2 (a) All residents of the Palm Coast Park DRI shall be
3 provided by the ~~Developer~~Declarant with information regarding
4 the vulnerability of the development to the impacts of
5 hurricanes. This information shall take the form of educational
6 materials designed to increase evacuation participation.

7 (b) No residential units shall be developed within
8 the category 1, 2 or 3 storm surge inundation zone, based on
9 the final survey and referenced with the storm surge levels
10 indicated in the 1998 Northeast Florida Hurricane Storm Surge
11 Atlas Series.

12 (c) Prior to the construction of the bridge crossing
13 the Hulett Branch, an engineering study shall be completed that
14 includes analysis to ensure the final structure shall remain
15 stable and not be damaged by the surge flow during a hurricane
16 storm event.

17 **11. Affordable Housing.**

18 (a) Prior to the commencement of development of Phase
19 2 and Phase 3, the ~~Developer~~Declarant shall reanalyze the
20 affordable housing impacts of the Palm Coast Park DRI. The
21 methodology to be utilized to complete this reanalysis and the
22 results of the reanalysis shall be reviewed and approved by the
23 DEO (or its successor), the NEFRC and the City. The reanalysis
24 shall also include an assessment of need for moderate-income
25 housing generated by the Palm Coast Park DRI. If the reanalysis

1 indicates that employees within the Palm Coast Park DRI are
2 having a significant problem finding affordable housing in
3 reasonable proximity to their places of work, that impact shall
4 be mitigated as appropriate. This Amended and Restated DO shall
5 be amended to incorporate appropriate mitigation strategies for
6 any identified affordable housing impacts prior to the
7 commencement of Phase 2 development.

8 (b) Any addition to the development of the
9 non-residential portion of the Palm Coast Park DRI in excess of
10 200,000 square feet of office space, 300,000 square feet of
11 retail space, 200,000 square feet of light industrial space and
12 40,000 square feet of institutional space during Phase 1 shall
13 require an assessment of new affordable housing impacts
14 associated with the employees of the additional non-residential
15 development.

16 **12. Police and Fire Protection.**

17 (a) The ~~Developer~~Declarant shall deed to the City ~~two~~
18 one (21) ~~or more~~ Fire Station Sites ~~acceptable to the City,~~
19 containing ~~up to~~ 6 acres (unless a lesser amount is requested
20 by the City) ~~in total~~, which shall be located ~~within a service~~
21 ~~delivery area acceptable to the City for purposes of providing~~
22 ~~fire and rescue services to the Palm Coast Park DRI~~ on Tract 14
23 directly East of the termination of Peavy Grade Road (a/k/a
24 Wellfield Grade Road) on the East side of US Highway 1 (State
25 Road 5). The aforementioned location is generally depicted in

1 Exhibit N attached hereto. The Fire Station Sites shall be
2 deeded to the City free of charge, in a form acceptable to the
3 City, and shall be free and clear of liens or encumbrances. The
4 ~~Developer~~Declarant, or the current owner of Tract 14, shall
5 convey title to the ~~first~~ Fire Station Site to the City within
6 180 days following a request by the City. Declarant, or the
7 current owner of Tract 14, will pay all costs of closing and
8 will provide title insurance to the City. The conveyance will
9 not include any deed restrictions.

10 (b) Environmental Status. Declarant or owner warrants
11 and represents to City that, to its knowledge, the property to
12 be donated: (i) is free of all hazardous waste or substances
13 except as may be permitted by applicable law; (ii) has been
14 operated and maintained in compliance with all applicable
15 environmental laws, statutes, ordinances, rules and regulations;
16 (iii) no other release of any hazardous waste or substances has
17 taken place on the property; (iv) no migration of hazardous
18 waste or substances has taken place from the property which
19 would cause the release of any hazardous waste or substance on
20 any adjoining lands or any other lands in the vicinity of the
21 property to be donated; and (v) there are no bulk or underground
22 tanks on or in the property to be donated, and, no bulk or
23 underground storage tanks have ever been located on or in the
24 property to be donated.

1 (~~b~~c) Prior to the construction of any development
2 exceeding 3 stories in height, one of the following scenarios
3 must occur within the 43-mile service delivery area:

4 (i) The operation of an aerial apparatus
5 available on a 24-hour, 7 days a week basis; or

6 (ii) The ~~Developer~~Declarant has contributed a
7 proportionate share of the cost of an aerial apparatus based
8 upon approved non-residential development square footage and
9 residential units in excess of 3 stories within the service
10 delivery area (fire station within 3.5 miles). An agreement for
11 provision of service reached between the ~~Developer~~Declarant and
12 the City with regard to proportionate share contributions may
13 supercede this condition at the City's election.

14 **13. Recreation and Open Space.**

15 (a) By **December 31, 2012** (subject to any permitting
16 delays), the ~~Developer~~Declarant and the CDD shall design, permit
17 and construct an offsite trail connecting the existing multi-
18 purpose trail system within the Project from its current southern
19 terminus along the eastern side of US-1 to Palm Coast Parkway,
20 and from there, along the northern side of Palm Coast Parkway to
21 the existing sidewalk fronting the Baptist Church site (the "US-
22 1/Palm Coast Parkway Trail Extension"). The location of the US-
23 1/Palm Coast Parkway Trail Extension is shown on **Exhibit "I"**
24 hereto and the design cross-section and specifications for the
25 US-1/Palm Coast Parkway Trail Extension are shown on **Exhibit "J"**

1 hereto. In compensation for the ~~Developer~~Declarant acting as the
2 CDD's project manager for the design of the Matanzas Woods Parkway
3 Trail, the design and construction of the US-1/Palm Coast Parkway
4 Trail Extension, and obtaining easements from third parties, the
5 City shall relieve and release the ~~Developer~~Declarant (Florida
6 Landmark Communities, LLC) from its obligation to install
7 sidewalks at Citation Commerce Park (performance bond #104470866)
8 and Seminole Pointe (performance bond #104470869) and hereby
9 authorizes the ~~Developer~~Declarant to reduce those bond amounts
10 accordingly.

11 (b) The City hereby acknowledges that the
12 ~~Developer~~Declarant has already satisfied a portion of its
13 requirement to provide recreation and open space at Palm Coast
14 Park by constructing Hewitt Sawmill Park, as well as the direct
15 trail connection between the existing school sites on Belle Terre
16 Parkway through the Community Park Site to the trail within the
17 US-1 Frontage Park. Additionally, the ~~Developer~~Declarant has
18 constructed a multi-purpose trail system connecting commercial
19 areas with residential areas and recreational amenities within
20 the Project to adjacent sidewalks and trails as shown on
21 **Exhibit "G"** hereto. The Project's internal sidewalk system may be
22 used as connections between trail segments where appropriate.
23 The trail system shall be identified on site plans submitted to
24 the City and shall be consistent with the City's trail plan as
25 provided for in the City's Comprehensive Plan.

1 (c) The ~~Developer~~Declarant hereby waives any right to
2 park and recreation impact fee credits for park and recreation
3 impact fees that are paid in connection with the development
4 within the Palm Coast Park DRI for donation of the Park Sites,
5 Site Improvements, designing the Matanzas Woods Parkway Trail,
6 constructing the US-1/Palm Coast Parkway Trail Extension and
7 designing and constructing the Access Improvements and the Other
8 Improvements.

9 (d) In order to facilitate the City and Declarant's
10 objective of creating a sports complex while addressing the
11 impacts of 1,000 multi-family units (in the Fifth Amendment to
12 the DRI-DO), the City and the Declarant agree to a Park Site
13 Exchange as follows: (i) The City shall convey Tract A, as
14 identified in the Master Development Plan to the Declarant by
15 special warranty deed, both as described and depicted by Exhibit
16 "1", and (ii) the Declarant shall convey by general warranty deed
17 the Alternate City Park Site to the City, both as described and
18 depicted by Exhibit "2". The conveyances of the parties'
19 respective lands pursuant to the Park Site Exchange shall be free
20 from all encumbrances except easements, reservations, and
21 restrictions acceptable to each other, together with all
22 appurtenances pertaining to the conveyance. Declarant will
23 prepay taxes for the year of closing pursuant to Fla. Stat.
24 196.295, and all special assessments which have been levied or
25 certified prior to closing on the Alternate City Park Site. One

1 hundred and twenty days before Closing, the Declarant will cause
2 the title company of its choice to issue and deliver to City ALTA
3 title commitments to issue a policy in the amount of the assessed
4 value of the Alternate City Park Site, accompanied by one copy of
5 each document supporting any exceptions to the title commitment.
6 The parties will execute a standard form owner's affidavit and
7 such other affidavits as may be reasonably required by the City,
8 the Title Company, or the Closing Agent. The Declarant will also
9 execute an Affidavit of interest in Real Property pursuant to
10 Fla. Stat. 286.23. The Declarant will execute affidavits
11 declaring that Alternate City Park Site does not currently
12 contain any Hazardous Substances in violation of any applicable
13 environmental laws or regulations, including but not limited to
14 Section 103 of the Comprehensive Environmental Response,
15 Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.,
16 any "superlien" laws, any superfund laws, or similar federal or
17 state laws, or any successor statutes ("Environmental Laws"), nor
18 to Declarant's knowledge has any clean-up of their properties
19 occurred pursuant to the Environmental Laws which could give rise
20 to liability to reimburse any governmental authority for the costs
21 of such clean-up or result in a lien or encumbrance. Subsequent
22 to the Park Site Exchange, the City will process changes to the
23 permitted land uses of each as follows:

24 (a) The City Park Site: A land use designation of
25 Mixed Use and a zoning classification of COM-2, High Density

1 Residential and Office which is consistent with the adjacent
2 Tracts.

3 (b) The Alternate City Park Site: A land use
4 designation of Public and a zoning classification of Public/Semi-
5 public. The Declarant shall cause any and all CDD assessment or
6 the CDD's right to assess the property to be released from said
7 encumbrance.

8 (e) The Declarant shall receive park impact fee credits
9 due to the Declarant donating land to the City in excess of the
10 amount of land required based on the number of dwelling units.
11 Declarant is providing an extra 16 acres of land as part of the
12 Park Site Exchange in order to facilitate a City sports complex.
13 The Declarant is providing enough park land for 909 dwelling units
14 above the 4960 maximum allowed in this development. Due to the
15 Declarant's excess contribution, impact fees for 909 dwelling
16 units will be credited against the Declarant's total impact fees
17 due for the development. Declarant will provide notice to City
18 of intent to use impact fee credits; such notice shall include
19 the name of selected project within the Palm Coast Park DRI. The
20 parties will then enter into an agreement prior to the award of
21 the credits for that particular project. The Declarant will not
22 be entitled to any more than 4960 dwelling units, however.

23 (f) Additional access from the southern portion of the
24 Alternate City Park Site to US 1 shall be made through the
25 Declarant's property Tracts 17 & 18 via an access easement in a

1 form acceptable to the City unless Declarant and City agree in
2 writing to waive this requirement.

3 **14. Education.**

4 Residential development within the Palm Coast Park DRI
5 shall cease if adequate school facilities are not in place at a
6 time that impacts occur to handle the school age children
7 generated by the Palm Coast Park DRI. The ~~Developer~~Declarant
8 shall dedicate or cause the project developer to dedicate a 25
9 acre school site, consisting of all or a portion of Tracts 7A
10 and 7B-10B, to the Flagler County School District. ~~The purchaser~~
11 ~~of Tract 10 Palm Coast Florida Holdings LLC and the Flagler~~
12 ~~County School District have signed a Memorandum of Understanding~~
13 ~~to relocate the school site to Tracts 7A&7B.~~

14 Declarant or its successors shall provide Concurrency
15 Agreement (by letter, resolution or form acceptable to school
16 board) prior to approval of final plat/site plan for the 1,000
17 multi-family units approved by the Fifth Amendment to the DRI-
18 DO.

19 **15. Historical and Archaeological Sites.**

20 The Florida Master Site file has indicated that 2
21 archeological sites (8FL14, Hewitt's Mill and 8FL186, and the
22 Old King's Road) exist on the DRI Property.

23 No development shall commence within 1/4 mile of
24 archeological sites 8FL14, Hewitt's Mill and 8FL186, and the Old
25 Kings Road until the Archaeological Investigation Final Report

1 has been reviewed and accepted by the State Historic
2 Preservation Officer ("SHPO"). Any and all conditions set forth
3 or otherwise agreed to in the SHPO letter of acceptance shall
4 become a condition of this Second Amended and Restated DO.

5 In the event any other regionally significant
6 historical and archaeological resources are discovered in the
7 course of development, the ~~Developer~~Declarant shall immediately
8 notify the Division of Historical Resources ("DHR"). No
9 disruption of the findings shall be permitted until the
10 investigation is complete and DHR has rendered a recommendation,
11 which shall be binding to the ~~Developer~~Declarant.

12 **16. Land Uses and Development.**

13 Development within the Palm Coast Park DRI shall be
14 permitted in accordance with the terms and conditions that are
15 set forth on **Revised Exhibit "H"** hereto which are consistent
16 with the City's Comprehensive Land Use Plan.

17 **17. Right of Way Dedication.**

18 The owner of Tract 17 shall convey to the City of Palm
19 Coast, a one-hundred (100) foot wide right of way at the time
20 of platting Tract 17. The owner of Tract 17 shall convey the
21 right of way for the creation of Peavy Grade (a/k/a Wellfield
22 Grade) and the location of the right of way shall be where the
23 current dirt road exists which is generally depicted in **Exhibit**
24 **"O".**

25 **18. General Utility Easement on Tract A.**

1 Declarant previously gave the City a general utility
2 easement over and across Tract A, generally described and
3 depicted in the attached **Exhibit "M"**. Declarant, or its
4 successor in interest, shall cause the written general utility
5 easement, included in **Exhibit "M"**, to be executed within a
6 reasonable period of time, but in any event, prior to any
7 application for preliminary plat or site plan approval of any
8 portion of Tract A.

9
10 **WHEREFORE,** the parties hereto have caused these presents to
11 be signed all as of the date and year first above written.

12
13 ATTEST:

CITY OF PALM COAST

14 Virginia Smith, City Clerk

Milissa Holland, Mayor

~~DEVELOPER~~DECLARANT'S COVENANT AND AGREEMENT

COMES NOW, the undersigned, and covenant and agree to the foregoing.

WITNESS my hand and official seal this ____ day of _____, 202019.

WITNESSES:

PALM COAST LAND, LLC, a Florida
limited liability company

Patrick L. Cutshall, CFO

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me this ____ day of _____, 201920, by **Richard L. Cutshall**, the CFO, for and on behalf of **Palm Coast Land, LLC**, a Florida limited liability company, (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Signature

(Seal)

Printed Name

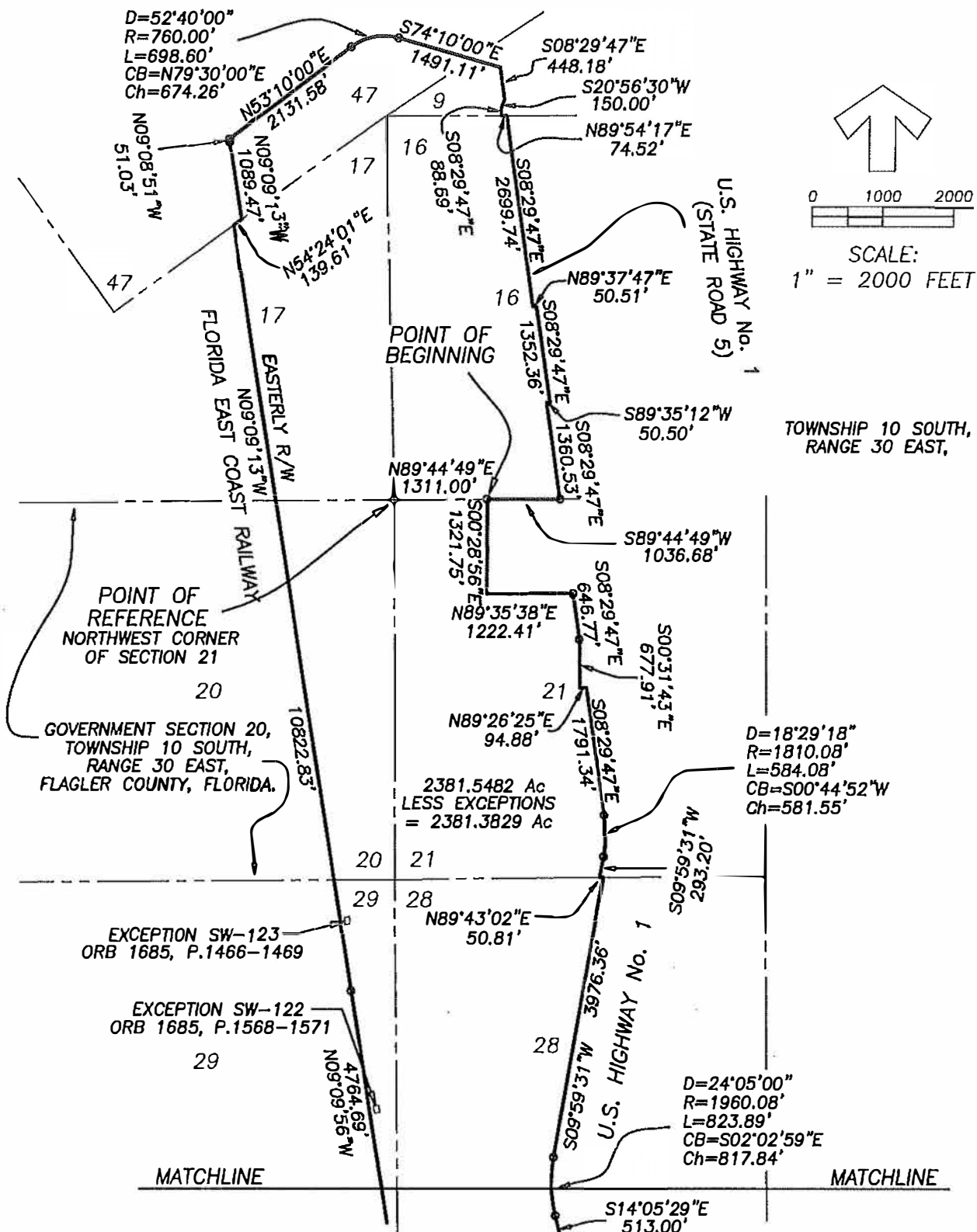
~~DEVELOPER~~DECLARANT'S COVENANT AND AGREEMENT

COMES NOW, the undersigned, and covenant and agree to the foregoing.

WITNESS my hand and official seal this ____ day of _____, 2019~~20~~.

SECOND REVISED EXHIBIT "A"

C:\LAND PROJECTS 2007\T1144FLCI RAYONIER PURCHASE\DWG\ACAD-1144-DRI-BOUND-012507.DWG, FEB 07, 2007



SEE SHEET 3 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.



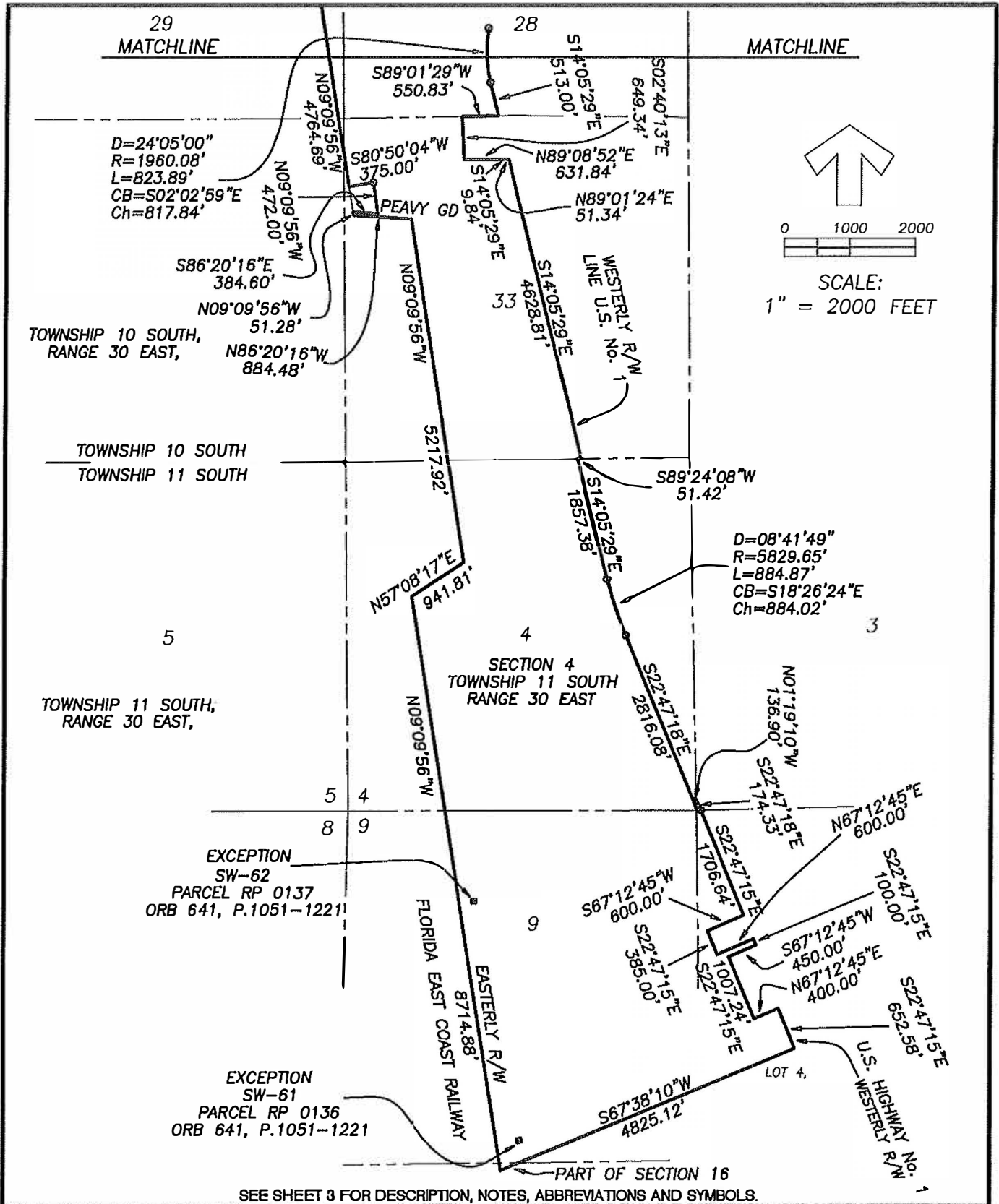
LB #2232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

PROJECT NO. T1144FLCI
DRAWING REF No. 1144-DRI-BOUND-012507
DATE JANUARY 25, 2007
SHEET NO. 1 OF 5



LB #2232

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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	2 OF 5

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION

RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND LYING EAST OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT-OF-WAY AND WEST OF U.S. HIGHWAY No. 1 (STATE ROAD NO. 5) SAID PARCEL LYING WITHIN AND BEING A PORTION OF GOVERNMENT SECTIONS 9, 16, 17, 20, 21, 28, 29, 32, 33, AND 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST, SECTIONS 3, 4, 9 AND 16, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE NORTH 89°44'49" EAST A DISTANCE OF 1311.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTH 00°28'56" EAST A DISTANCE OF 1321.75 FEET, THENCE NORTH 89°35'38" EAST A DISTANCE OF 1222.41 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST A DISTANCE OF 646.77 FEET, THENCE DEPARTING U.S. No. 1 RUN SOUTH 00°31'43" EAST A DISTANCE OF 677.91 FEET, THENCE NORTH 89°26'25" EAST A DISTANCE OF 94.88 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 1791.34 FEET TO A POINT OF CURVATURE, THENCE 584.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 018°29'18", A RADIUS OF 1810.08 FEET, A CHORD BEARING OF SOUTH 00°44'52" WEST AND A CHORD DISTANCE OF 581.55 FEET TO A POINT OF TANGENCY, THENCE SOUTH 09°59'31" WEST A DISTANCE OF 293.20 FEET, THENCE NORTH 89°43'02" EAST A DISTANCE OF 50.81 FEET, THENCE SOUTH 09°59'31" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 3976.36 FEET TO A POINT OF CURVATURE, THENCE 823.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE EASTERLY), HAVING A CENTRAL ANGLE OF 024°05'00", A RADIUS OF 1960.08 FEET, A CHORD BEARING OF SOUTH 02°02'59" EAST AND A CHORD DISTANCE OF 817.84 FEET TO A POINT OF TANGENCY, THENCE SOUTH 14°05'29" EAST A DISTANCE OF 513.00 FEET, THENCE SOUTH 89°01'29" WEST A DISTANCE OF 550.83 FEET, THENCE SOUTH 02°40'13" EAST A DISTANCE OF 649.34 FEET, THENCE NORTH 89°08'52" EAST A DISTANCE OF 631.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 14°05'29" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 9.84 FEET, THENCE NORTH 89°01'24" EAST A DISTANCE OF 51.34 FEET, THENCE SOUTH 14°05'29" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 4628.81 FEET TO A POINT ON THE NORTH LINE OF SECTION 4, THENCE SOUTH 89°24'08" WEST A DISTANCE OF 51.42 FEET, THENCE SOUTH 14°05'29" EAST ALONG THE WEST RIGHT-OF-WAY

CONTINUED ON PAGE 4

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTH LINE OF NW 1/4 OF GOVERNMENT SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING NORTH 89°44'49" EAST
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
CB=CHORD BEARING

MB=MAP BOOK
PG=PAGE
R/W=RIGHT OF WAY
CL=CENTER LINE

PC=POINT OF CURVE
PT=POINT OF TANGENCY
POB=POINT OF BEGINNING

PCP=PERMANENT CONTROL POINT
PRM=PERMANENT REFERENCE MONUMENT
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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	3 OF 5

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 1857.38 FEET TO A POINT OF CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 5829.65 FEET AND A CENTRAL ANGLE OF 08°41'49", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 884.87 FEET, HAVING A CHORD BEARING OF SOUTH 18°26'24" EAST, A CHORD DISTANCE OF 884.02 FEET TO A POINT OF TANGENCY, THENCE SOUTH 22°47'18" EAST A DISTANCE OF 2816.08 FEET, THENCE NORTH 01°19'10" WEST A DISTANCE OF 136.90 FEET, THENCE SOUTH 22°47'18" EAST A DISTANCE OF 174.33 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 1706.64 FEET, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 67°12'42" WEST A DISTANCE OF 600.00 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 385.00 FEET, THENCE NORTH 67°12'45" EAST A DISTANCE OF 600.00 FEET, THENCE SOUTH 22°47'15" EAST ALONG THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 100.00 FEET, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 67°12'45" WEST A DISTANCE OF 450.00 FEET, THENCE SOUTH 22°47'15" EAST A DISTANCE OF 1007.24 FEET, THENCE NORTH 67°12'45" EAST A DISTANCE OF 400.00 FEET, THENCE SOUTH 22°47'15" EAST ALONG THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 652.58 FEET, THENCE SOUTH 67°38'10" WEST A DISTANCE OF 4825.12 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD, THENCE NORTH 09°09'56" WEST ALONG THE EAST LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY A DISTANCE OF 8714.88 FEET TO THE SOUTHWEST CORNER OF PARCEL 800-07, RECORDED IN OFFICIAL RECORDS BOOK 553, PAGES 1539 THROUGH 1840, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE NORTH 57°08'17" EAST A DISTANCE OF 941.81 FEET, THENCE NORTH 09°09'56" WEST A DISTANCE OF 5217.92 FEET TO A POINT IN THE CENTER OF PEAVY GRADE, THENCE NORTH 86°20'16" WEST ALONG THE CENTER OF PEAVY GRADE A DISTANCE OF 884.48 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD, THENCE NORTH 09°09'56" WEST ALONG SAID RAILROAD RIGHT OF WAY A DISTANCE OF 51.28 FEET, THENCE DEPARTING SAID RAILROAD SOUTH 86°20'16" EAST A DISTANCE OF 384.60 FEET, THENCE NORTH 09°09'56" WEST A DISTANCE OF 472.00 FEET, THENCE SOUTH 80°50'04" WEST A DISTANCE OF 375.00 FEET TO SAID RAILROAD RIGHT OF WAY LINE, THENCE NORTH 09°09'56" WEST ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 4764.69 FEET, THENCE NORTH 09°09'13" WEST A DISTANCE OF 10822.83 FEET TO A POINT ON THE SOUTH LINE OF SECTION 47, THENCE NORTH 54°24'01" EAST ALONG SAID SOUTH LINE OF SECTION 47 A DISTANCE OF 139.61 FEET, THENCE DEPARTING SAID SOUTH LINE OF SECTION 47 NORTH 09°09'13" WEST ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 1089.47 FEET, THENCE NORTH 09°08'51" WEST A DISTANCE OF 51.03 FEET, THENCE DEPARTING SAID RAILROAD RIGHT OF WAY NORTH 53°10'00" EAST A DISTANCE OF 2131.58 FEET TO A POINT OF CURVATURE, THENCE 698.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHERLY), HAVING A CENTRAL ANGLE OF 52°40'00", A RADIUS OF 760.00 FEET, A CHORD BEARING OF NORTH 79°30'00" EAST AND A CHORD DISTANCE OF 674.26 FEET TO A POINT OF TANGENCY, THENCE SOUTH 74°10'00" EAST A DISTANCE OF 1491.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST ALONG U.S. HIGHWAY No. 1 A DISTANCE OF 448.18 FEET, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 20°56'30" WEST A DISTANCE OF 150.00 FEET, THENCE SOUTH

CONTINUED ON PAGE 5



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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	4 OF 5

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

08°29'47" EAST A DISTANCE OF 88.69 FEET, THENCE NORTH 89°54'17" EAST A DISTANCE OF 74.52 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE SOUTH 08°29'47" EAST ALONG U.S. HIGHWAY No. 1 A DISTANCE OF 2699.74 FEET, THENCE NORTH 89°37'47" EAST A DISTANCE OF 50.51 FEET, THENCE SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 1352.36 FEET, THENCE SOUTH 89°35'12" WEST A DISTANCE OF 50.50 FEET, THENCE SOUTH 08°29'47" EAST A DISTANCE OF 1360.53 FEET TO A POINT ON THE NORTH LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 89°44'49" WEST A DISTANCE OF 1036.68 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT WELL SITE SW-61, A 60'x60' PARCEL OF LAND WITHIN SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, RECORDED AS PARCEL RP 0136, IN OFFICIAL RECORDS BOOK 641, PAGE 1051, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.08264 ACRES MORE OR LESS;

LESS AND EXCEPT WELL SITE SW-62, A 60'x60' PARCEL OF LAND WITHIN SECTION 9, TOWNSHIP 11 SOUTH, RANGE 30 EAST, RECORDED AS PARCEL RP 0137, IN OFFICIAL RECORDS BOOK 641, PAGE 1051, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.08264 ACRES MORE OR LESS;

LESS AND EXCEPT WELL SITE SW-122, A 70'x100' PARCEL OF LAND WITHIN SECTION 29, TOWNSHIP 10 SOUTH, RANGE 30 EAST, RECORDED IN OFFICIAL RECORDS BOOK 1685, PAGE 1568, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.1606 ACRES MORE OR LESS;

LESS AND EXCEPT WELL SITE SW-123, A 70'x100' PARCEL OF LAND WITHIN SECTION 29, TOWNSHIP 10 SOUTH, RANGE 30 EAST, RECORDED IN OFFICIAL RECORDS BOOK 1685, PAGE 1466, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONTAINING 0.1606 ACRES MORE OR LESS;

PARCEL (LESS EXCEPTIONS) CONTAINING 2381.0629 ACRES, MORE OR LESS.



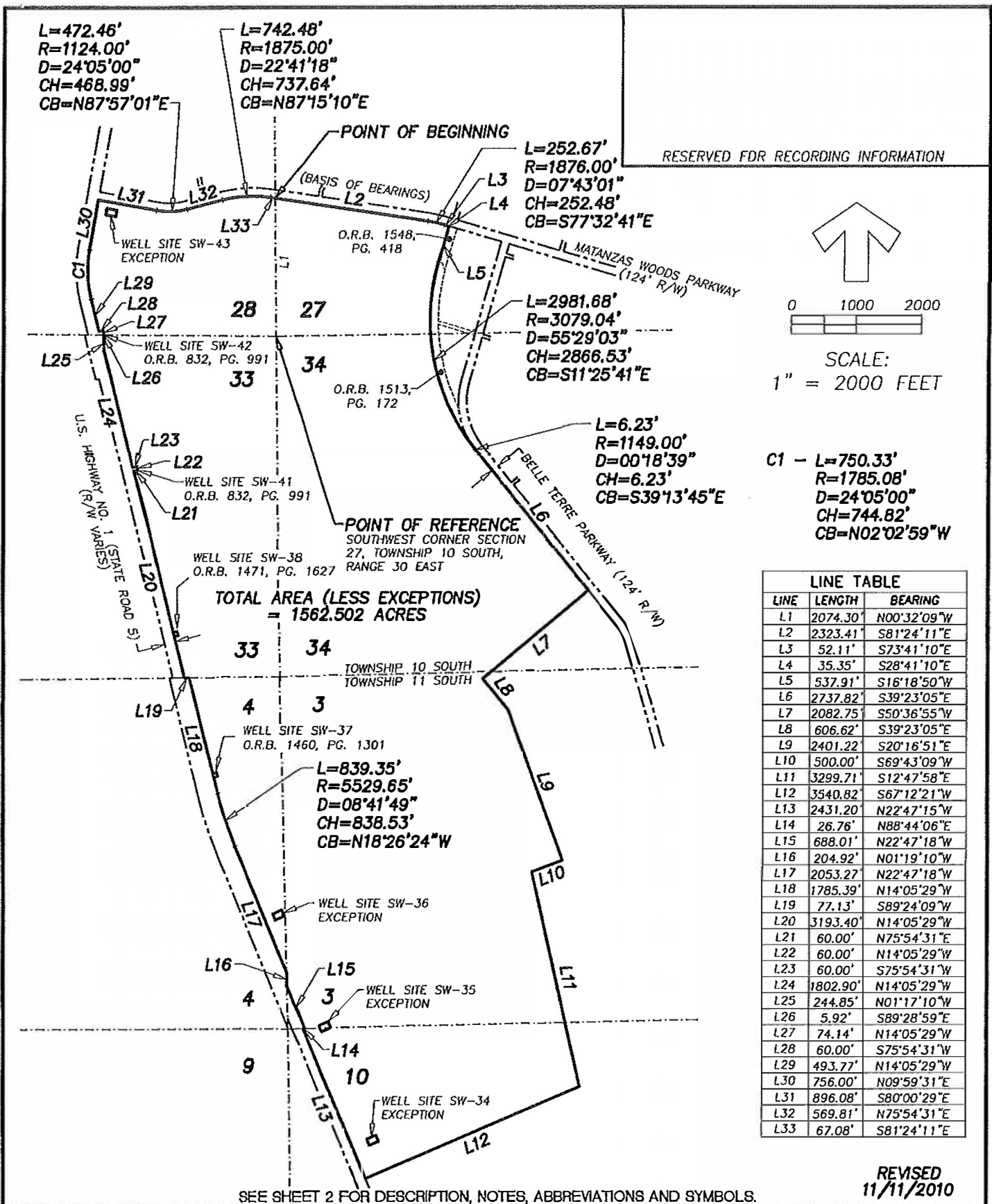
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**SKETCH
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DESCRIPTION**

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	5 OF 5



LB #2232

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SKETCH
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PROJECT NO. T1144FLCI
 DRAWING REF No. 1144-DRI-BOUND-012507
 DATE JANUARY 25, 2007
 SHEET NO. 1 OF 4

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 IN GOVERNMENT SECTIONS 27, 28, 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, SECTIONS 3, 4 AND 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE N00°32'09"W ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2074.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (A 124 FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE OF SECTION 27 S81°24'11"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 2323.41 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 252.67 FEET, A RADIUS OF 1876.00 FEET, A CENTRAL ANGLE OF 07°43'01"; A CHORD BEARING S77°32'41"E AND A CHORD DISTANCE OF 252.48 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S73°41'10"E FOR A DISTANCE OF 52.11 FEET TO A POINT ON THE WESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1548, PAGE 418; THENCE ALONG THE WESTERLY BOUNDARIES OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1548, PAGE 418 AND OFFICIAL RECORDS BOOK 1513, PAGE 172, FLAGLER COUNTY, FLORIDA, FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE DEPARTING SAID RIGHT-OF-WAY LINE S28°41'10"E FOR A DISTANCE OF 35.35 FEET; (2) THENCE S16°18'50"W FOR A DISTANCE OF 537.91 FEET TO A POINT OF CURVATURE; (3) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 2981.68 FEET, A RADIUS OF 3079.04 FEET, A CENTRAL ANGLE OF 55°29'03"; A CHORD BEARING S11°25'41"E AND A CHORD DISTANCE OF 2866.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY, SAID POINT BEING ON A CURVE; THENCE ALONG SAID RIGHT-OF-WAY SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 6.23 FEET, A RADIUS OF 1149.00 FEET, A CENTRAL ANGLE OF 00°18'39", A CHORD BEARING S39°13'45"E AND A CHORD DISTANCE OF 6.23 FEET TO A POINT OF TANGENCY, THENCE S39°23'05"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY A DISTANCE OF 2737.82 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN S50°36'55"W A DISTANCE OF 2082.75 FEET; THENCE S39°23'05"E A DISTANCE OF 606.62 FEET; THENCE S20°16'51"E A DISTANCE OF 2401.22 FEET; THENCE S69°43'09"W A DISTANCE OF 500.00 FEET; THENCE S12°47'58"E A DISTANCE OF 3299.71 FEET; THENCE S67°12'21"W A DISTANCE OF 3540.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) (RIGHT-OF-WAY VARIES); THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 FOR THE FOLLOWING NINE (9) COURSES; (1) THENCE N22°47'15"W A DISTANCE OF 2431.20 FEET TO A POINT ON THE NORTH LINE OF SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST; (2) THENCE N88°44'06"E ALONG SAID NORTH LINE OF SECTION 10 A

LEGAL DESCRIPTION CONTINUED ON SHEET 3 OF 4:

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (A 124 FOOT RIGHT-OF-WAY), BEING S81°24'11"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA

R=RADIUS

L=LENGTH

CH=CHORD

CB=CHORD BEARING

MB=MAP BOOK

PG=PAGE

R/W=RIGHT OF WAY

CL=CENTER LINE

PC=POINT OF CURVE

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DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	2 OF 4

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION CONTINUED:

DISTANCE OF 26.76 FEET; (3) THENCE DEPARTING SAID NORTH LINE N22°47'18"W A DISTANCE OF 688.01 FEET TO A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST; (4) THENCE N01°19'10"W ALONG SAID WEST LINE OF SECTION 3 A DISTANCE OF 204.92 FEET; (5) THENCE DEPARTING SAID WEST LINE N22°47'18"W A DISTANCE OF 2053.27 FEET TO A POINT OF CURVATURE; (6) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 839.35 FEET, A RADIUS OF 5529.65 FEET, A CENTRAL ANGLE OF 08°41'49", A CHORD BEARING N18°26'24"W AND A CHORD DISTANCE OF 838.53 FEET TO A POINT OF TANGENCY; (7) THENCE N14°05'29"W A DISTANCE OF 1785.39 FEET TO A POINT ON THE NORTH LINE OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST; (8) THENCE S89°24'09"W ALONG SAID NORTH LINE OF SECTION 4 A DISTANCE OF 77.13 FEET; (9) THENCE DEPARTING SAID NORTH LINE N14°05'29"W A DISTANCE OF 3193.40 FEET TO A POINT ON THE SOUTHERLY LINE OF WELL SITE SW-41, OFFICIAL RECORDS BOOK 832, PAGE 991; THENCE DEPARTING THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 RUN N75°54'31"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 60.00 FEET; THENCE N14°05'29"W ALONG THE EAST LINE OF SAID WELL SITE SW-41 A DISTANCE OF 60.00 FEET; THENCE S75°54'31"W ALONG THE NORTH LINE OF SAID WELL SITE SW-41 A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING WELL SITE SW-41 ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE N14°05'29"W A DISTANCE OF 1802.90 FEET; (2) THENCE N01°17'10"W A DISTANCE OF 244.85 FEET TO A POINT ON THE NORTH LINE OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST ALSO BEING THE SOUTH LINE OF WELL SITE SW-42, OFFICIAL RECORDS BOOK 832, PAGE 991; THENCE S89°28'59"E ALONG SAID NORTH LINE OF SAID SECTION 33 AND THE SOUTHERLY LINE OF SAID WELL SITE SW-42 A DISTANCE OF 5.92 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 33 RUN N14°05'29"W ALONG THE EASTERLY LINE OF SAID WELL SITE SW-42 A DISTANCE OF 74.14 FEET; THENCE S75°54'31"W ALONG THE NORTHERLY LINE OF SAID WELL SITE SW-42 A DISTANCE OF 60.00 FEET; THENCE DEPARTING WELL SITE SW-42 ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE N14°05'29"W A DISTANCE OF 493.77 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 750.33 FEET, A RADIUS OF 1785.08 FEET, A CENTRAL ANGLE OF 24°05'00", A CHORD BEARING N02°02'59"W AND A CHORD DISTANCE OF 744.82 FEET TO A POINT OF TANGENCY; (3) THENCE N09°59'31"E A DISTANCE OF 756.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY FOR THE FOLLOWING FIVE (5) COURSES; (1) THENCE S80°00'29"E A DISTANCE OF 896.08 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 472.46 FEET, A RADIUS OF 1124.00 FEET, A CENTRAL ANGLE OF 24°05'00", A CHORD BEARING N87°57'01"E AND A CHORD DISTANCE OF 468.99 FEET TO A POINT OF TANGENCY; (3) THENCE N75°54'31"E A DISTANCE OF 569.81 FEET TO A POINT OF CURVATURE; (4) THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 742.48 FEET, A RADIUS OF 1875.00 FEET, A CENTRAL ANGLE OF 22°41'18", A CHORD BEARING N87°15'10"E AND A CHORD DISTANCE OF 737.64 FEET TO A POINT OF TANGENCY; (5) THENCE S81°24'11"E A DISTANCE OF 67.08 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LEGAL DESCRIPTION CONTINUED ON SHEET 4 OF 4:



LB #2232

TOMOKA ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
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Phone: 386-274-1600 Fax: 386-274-1602
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	3 OF 4

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION CONTINUED:

LESS AND EXCEPT THE FOLLOWING:

CITY OF PALM COAST WELL SITE (SW-34). DESCRIPTION RECORDED AS PARCEL PR 0140 IN OFFICIAL RECORDS BOOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-35). DESCRIPTION RECORDED AS PARCEL PR 0141 IN OFFICIAL RECORDS BOOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-36). DESCRIPTION RECORDED AS PARCEL PR 0142 IN OFFICIAL RECORDS BOOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-37). DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 1460, PAGE 1301 THROUGH 1304 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.0826 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-38). DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 1471, PAGE 1627 THROUGH 1630 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.0826 ACRES, MORE OR LESS.

CITY OF PALM COAST WELL SITE (SW-43). DESCRIPTION RECORDED AS PARCEL PR 0032 IN OFFICIAL RECORDS BOOK 641, PAGE 1051 THROUGH 1221 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. WELL PARCEL CONTAINING 0.3444 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND (LESS EXCEPTIONS) CONTAINS 1562.502 ACRES MORE OR LESS.



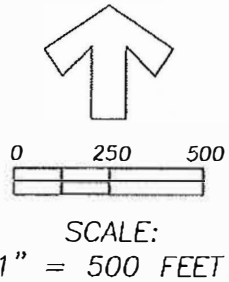
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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	4 OF 4

RESERVED FOR RECORDING INFORMATION



LAKEVIEW, SECTION-37
MAP BOOK 13, PAGES 1-29

CITY OF PALM COAST
O.R.B. 1548, PG. 418

POINT OF REFERENCE

MATANZAS WOODS PARKWAY (124' R/W)

BUD HOLLOW DRIVE

GOVERNMENT SECTION 27
TOWNSHIP 10 SOUTH,
RANGE 30 EAST

SOUTH LINE GOVERNMENT SECTION 27
NORTH LINE GOVERNMENT SECTION 34

CITY OF PALM COAST
O.R.B. 1513, PG. 172

AREA = 8.038
ACRES

$L=1,309.35'$
 $R=2,955.04'$
 $D=25^{\circ}23'14''$
 $CH=1,298.67'$
 $CB=N14^{\circ}03'09''W$

GOVERNMENT SECTION 34
TOWNSHIP 10 SOUTH,
RANGE 30 EAST

(BASIS OF BEARINGS)
 $S16^{\circ}18'50''W$

POINT OF BEGINNING

$S73^{\circ}41'10''E$
 $574.54'$

$S16^{\circ}18'50''W$
 $694.30'$

BUFFALO BILL DRIVE

BELLE-TERRE, SECTION-35
MAP BOOK 11, PAGE 6

$L=436.64'$
 $R=1,149.00'$
 $D=21^{\circ}46'25''$
 $CH=434.02'$
 $CB=S05^{\circ}25'38''W$

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS AND SYMBOLS.

REVISED
11/11/2010



LB #2232

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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	1 OF 2

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTIONS 27 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (A 124 FOOT RIGHT-OF-WAY) WITH THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (A 124 FOOT RIGHT-OF-WAY); THENCE S16°18'50"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY FOR A DISTANCE OF 1,460.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE S16°18'50"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 694.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 436.64 FEET, A RADIUS OF 1,149.00 FEET, A CENTRAL ANGLE OF 21°46'25", A CHORD BEARING S05°25'38"W AND A CHORD DISTANCE OF 434.02 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE EASTERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1513, PAGE 172, FLAGLER COUNTY, FLORIDA, NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 1,309.35 FEET, A RADIUS OF 2,955.04 FEET, A CENTRAL ANGLE OF 25°23'14", A CHORD BEARING N14°03'09"W AND A CHORD DISTANCE OF 1,298.67 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE S73°41'10"E ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK FOR A DISTANCE OF 574.54 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.038 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY (A 124 FOOT RIGHT-OF-WAY), BEING S16°18'50"W.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
CB=CHORD BEARING

MB=MAP BOOK
PG=PAGE
R/W=RIGHT OF WAY
CL=CENTER LINE

PC=POINT OF CURVE
PT=POINT OF TANGENCY
POB=POINT OF BEGINNING

PCP=PERMANENT CONTROL POINT
PRM=PERMANENT REFERENCE MONUMENT
ORB=OFFICIAL RECORD BOOK



LB J22J2

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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	2 OF 2

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION

RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY No.1 AND WEST OF INTERSTATE-95 IN GOVERNMENT SECTIONS 15, 16, 21 AND 22, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, THENCE SOUTH 89°20'34" WEST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 1318.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE CONTINUE SOUTH 89°20'34" WEST A DISTANCE OF 1318.40 FEET, THENCE SOUTH 89°44'48" WEST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 72.24 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, THENCE NORTH 08°29'47" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 5169.40 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OLD KINGS ROAD, THENCE DEPARTING U.S. HIGHWAY No. 1 RUN SOUTH 83°06'27" EAST A DISTANCE OF 1013.64 FEET, THENCE SOUTH 73°25'25" EAST A DISTANCE OF 1342.39 FEET, THENCE SOUTH 84°40'51" EAST A DISTANCE OF 1587.76 FEET, THENCE SOUTH 71°59'32" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF OLD KINGS ROAD A DISTANCE OF 304.58 FEET TO A POINT ON A CURVE, THENCE SOUTHEASTERLY 92.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE NORTHEASTERLY), HAVING A CENTRAL ANGLE OF 63°53'24", A RADIUS OF 83.00 FEET, A CHORD BEARING OF SOUTH 40°38'40" EAST AND A CHORD DISTANCE OF 87.83 FEET TO A POINT OF TANGENCY, THENCE SOUTH 72°35'22" EAST A DISTANCE OF 745.26 FEET, TO A POINT OF CURVATURE, THENCE 220.6 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHWESTERLY), HAVING A CENTRAL ANGLE OF 47°20'20", A RADIUS OF 267.00 FEET, A CHORD BEARING OF SOUTH 48°55'12" EAST AND A CHORD DISTANCE OF 214.38 FEET TO A POINT OF TANGENCY, THENCE SOUTH 25°15'02" EAST ALONG A LINE LYING PARALLEL TO AND 66.00 FEET WEST OF THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE-95 A DISTANCE OF 2356.89 FEET, TO A POINT OF CURVATURE, THENCE DEPARTING SAID PARALLEL LINE RUN 115.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 56°27'55", A RADIUS OF 117.00 FEET, A CHORD BEARING OF SOUTH 02°58'56" WEST AND A CHORD DISTANCE OF 110.69 FEET TO A POINT OF TANGENCY, THENCE SOUTH 31°12'53" WEST A DISTANCE OF 417.94 FEET, THENCE SOUTH 58°47'07" EAST A DISTANCE OF 66.00 FEET, THENCE NORTH 31°12'53" EAST A DISTANCE OF 504.22 FEET, THENCE SOUTH 25°15'02" EAST A DISTANCE OF 1849.69 FEET TO A POINT

CONTINUED ON PAGE 3

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTH LINE OF THE NE 1/4 OF GOVERNMENT SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING SOUTH 89°20'34" WEST
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

D=DELTA

R=RADIUS

L=LENGTH

CH=CHORD

CB=CHORD BEARING

MB=MAP BOOK

PG=PAGE

R/W=RIGHT OF WAY

CL=CENTER LINE

PC=POINT OF CURVE

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POB=POINT OF BEGINNING

PCP=PERMANENT CONTROL POINT

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LB #2232

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SKETCH
AND
DESCRIPTION

PROJECT NO. T1144FLCI
DRAWING REF No. 1144-DRI-BOUND-012507
DATE JANUARY 25, 2007
SHEET NO. 2 OF 3

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

ON THE NORTH LINE OF SECTION 22, THENCE CONTINUE SOUTH 25°15'02" EAST A DISTANCE OF 899.04 FEET, THENCE NORTH 64°44'58" EAST A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF INTERSTATE-95, THENCE SOUTH 25°15'02" EAST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 556.19 FEET, THENCE DEPARTING INTERSTATE-95 RUN SOUTH 64°44'58" WEST A DISTANCE OF 272.00 FEET, THENCE SOUTH 25°15'02" EAST A DISTANCE OF 442.51 FEET, TO A POINT OF CURVATURE, THENCE 357.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE SOUTHERLY), HAVING A CENTRAL ANGLE OF 021°01'27", A RADIUS OF 975.00 FEET, A CHORD BEARING OF NORTH 78°46'07" WEST AND A CHORD DISTANCE OF 355.76 FEET TO A POINT OF TANGENCY, THENCE NORTH 89°16'51" WEST A DISTANCE OF 858.76 FEET, TO A POINT OF CURVATURE, THENCE 319.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE NORTHERLY), HAVING A CENTRAL ANGLE OF 034°53'44", A RADIUS OF 525.00 FEET, A CHORD BEARING OF NORTH 71°49'59" WEST AND A CHORD DISTANCE OF 314.83 FEET TO A POINT OF TANGENCY, THENCE NORTH 54°23'07" WEST A DISTANCE OF 585.58 FEET TO A POINT OF CURVATURE, THENCE 193.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE SOUTHWESTERLY), HAVING A CENTRAL ANGLE OF 11°21'15", A RADIUS OF 975.00 FEET, A CHORD BEARING OF NORTH 60°03'45" WEST AND A CHORD DISTANCE OF 192.90 FEET TO A POINT OF TANGENCY, THENCE NORTH 29°30'56" EAST A DISTANCE OF 197.49 FEET, THENCE NORTH 59°53'04" WEST A DISTANCE OF 811.19 FEET, THENCE SOUTH 85°54'56" WEST A DISTANCE OF 570.00 FEET, THENCE SOUTH 43°24'56" WEST A DISTANCE OF 565.00 FEET, THENCE SOUTH 81°42'56" WEST A DISTANCE OF 343.00 FEET, THENCE SOUTH 61°12'56" WEST A DISTANCE OF 774.99 FEET, THENCE NORTH 00°29'18" WEST A DISTANCE OF 149.94 FEET, THENCE SOUTH 89°23'31" WEST A DISTANCE OF 658.86 FEET, THENCE NORTH 00°29'57" WEST A DISTANCE OF 1319.38 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 725.3553 ACRES, MORE OR LESS.



LB 12232

TOMOKA ENGINEERING

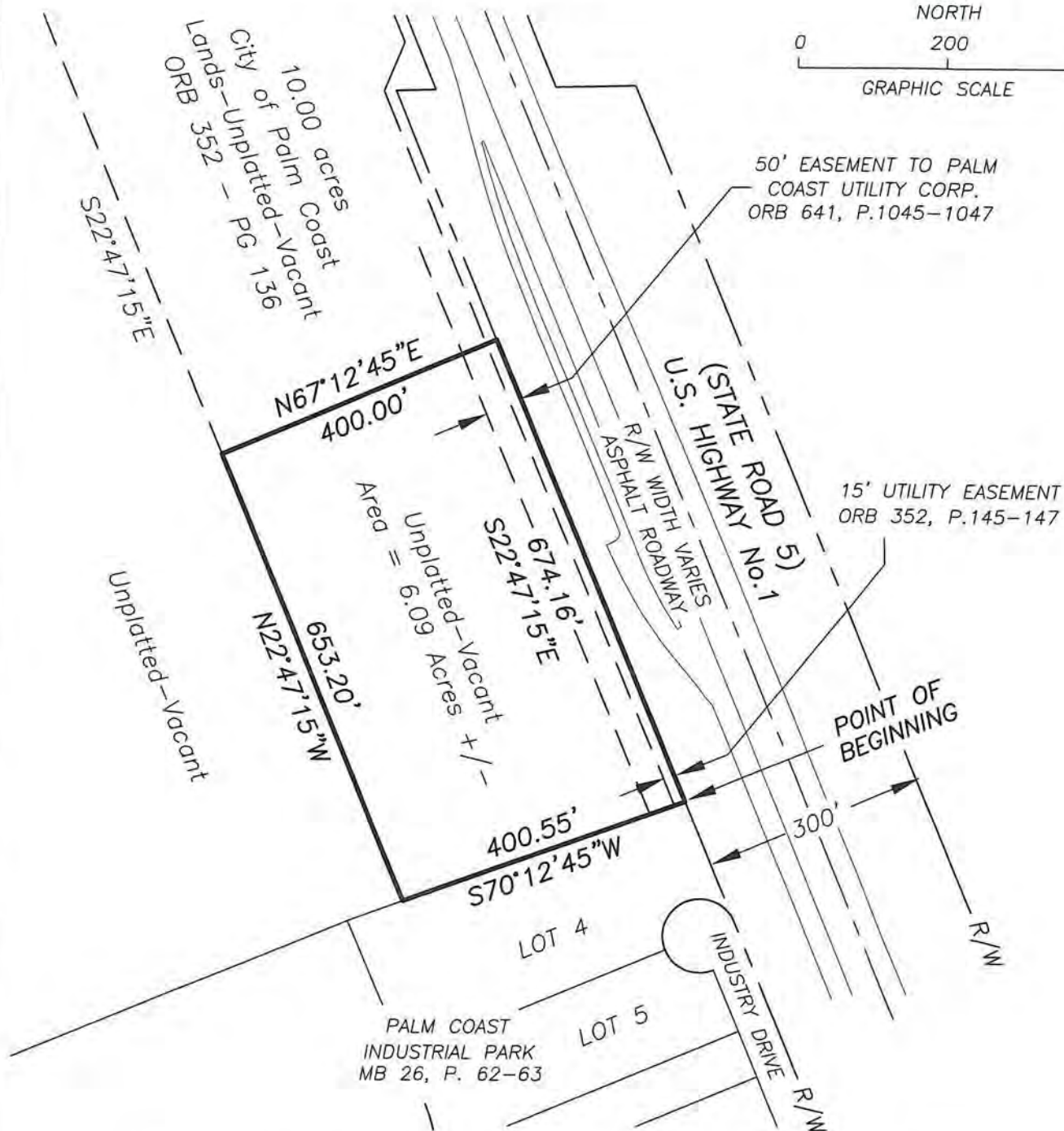
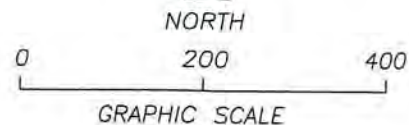
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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SKETCH AND DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	3 OF 3

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, LEGEND, SIGNATURE & SEAL.



LB #7991

CUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051

info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 1 OF 2

1" = 200'

SKETCH & DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) A VARIABLE WIDTH RIGHT-OF-WAY, IN GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY-MOST CORNER OF PALM COAST INDUSTRIAL PARK AS RECORDED IN MAP BOOK 26, PAGES 62-63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PALM COAST INDUSTRIAL PARK $S70^{\circ}12'45''W$ FOR A DISTANCE OF 400.55 FEET; THENCE DEPARTING SAID NORTHERLY LINE $N22^{\circ}47'15''W$ FOR A DISTANCE OF 653.20 FEET TO THE SOUTHERLY LINE OF CITY OF PALM COAST LANDS PER OFFICIAL RECORDS BOOK 352, PAGE 136 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE $N67^{\circ}12'45''E$ FOR A DISTANCE OF 400.00 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID RIGHT-OF-WAY LINE, $S22^{\circ}47'15''E$ FOR A DISTANCE OF 674.16 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6.09 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS; ASSUMED, WITH THE WESTERLY R/W LINE OF U.S. HIGHWAY #1 BEING $S22^{\circ}47'15''E$, AS SHOWN HEREON.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK PROVIDED).
3. NO UNDERGROUND LOCATIONS (UTILITIES, FOUNDATIONS, ETC) SHOWN HEREON.
4. INDIVIDUAL TREES, TOPOGRAPHY AND WETLANDS (IF ANY) NOT LOCATED OR SHOWN HEREON.
5. LEGAL DESCRIPTION WRITTEN BY THE UNDERSIGNED.
6. THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE & RAISED SEAL (OR ELECTRONIC SIGNATURE) OF A PROFESSIONAL SURVEYOR & MAPPER PER FLORIDA ADMINISTRATIVE CODE.
7. THIS IS NOT A BOUNDARY SURVEY. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

LEGEND/ABBREVIATIONS

LB = LICENSED BUSINESS
R/W = RIGHT OF WAY
PG/P = PAGE
ORB = OFFICIAL RECORDS BOOK
P.I.D. = PROPERTY IDENTIFICATION
(COUNTY FOLIO) NUMBER

**Kenneth J
Kuhar**

Digitally signed by
Kenneth J Kuhar
Date: 2017.03.17
14:55:12 -04'00'

KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

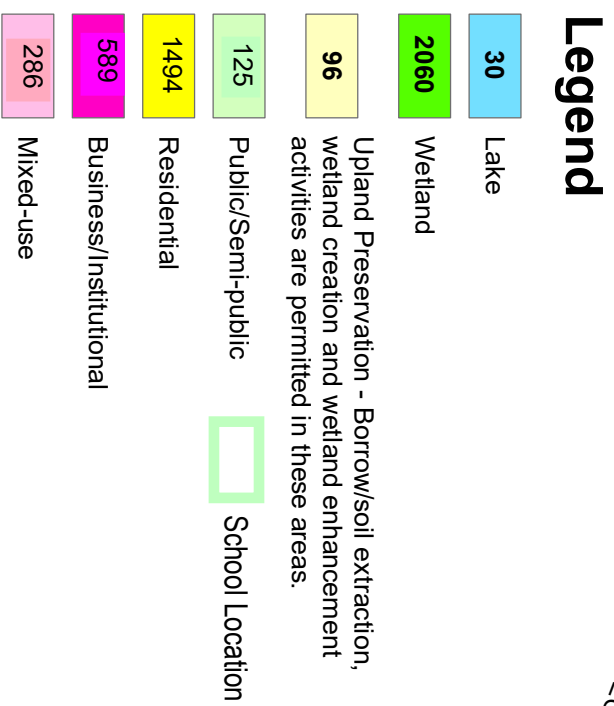
Phone: 386-295-8051 info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 2 OF 2

NO SCALE

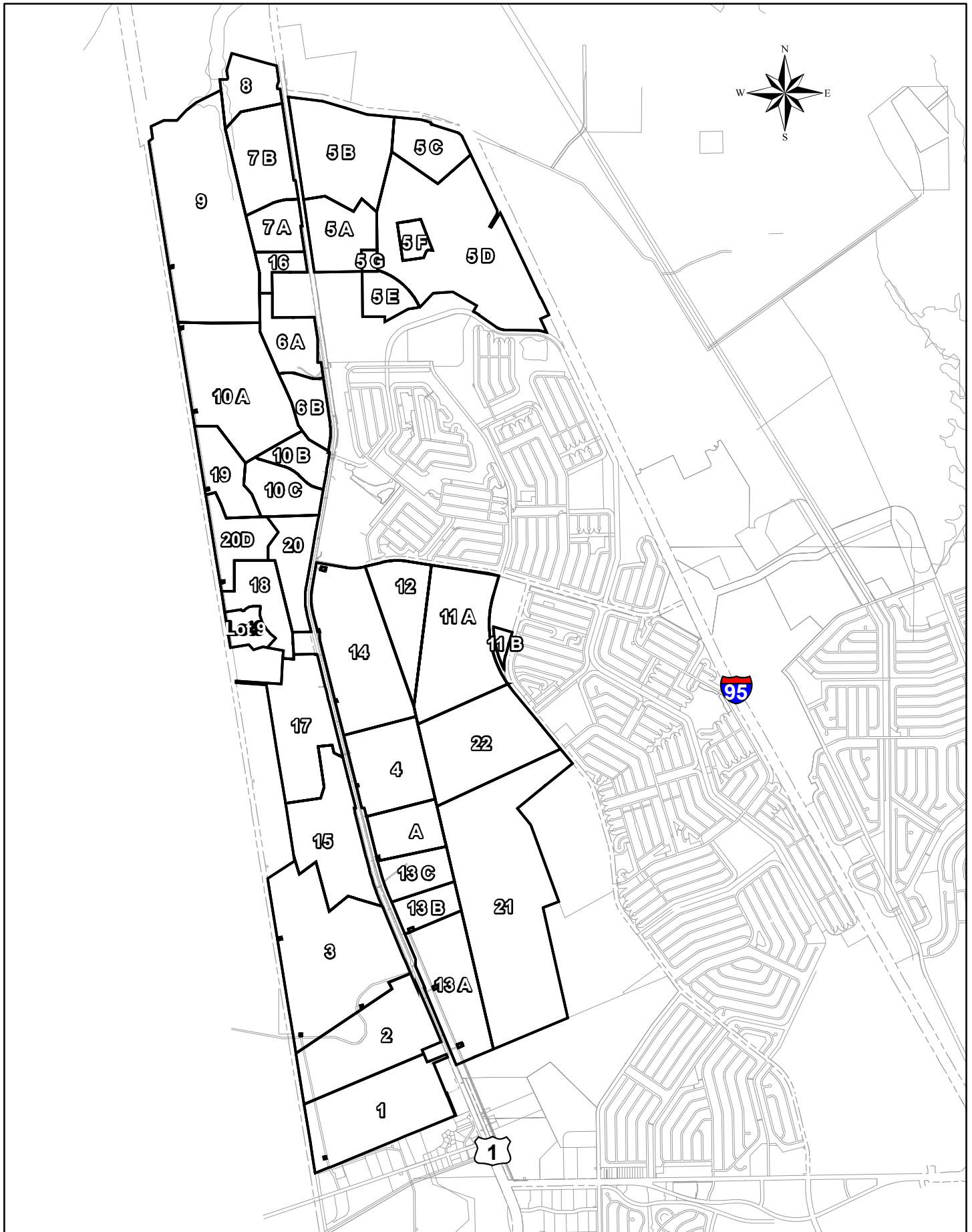


NOTE: Upland buffers to wetlands not shown on this map.
Numbers on the legend indicate acreages for land use designations.
Total acreage is 4671. Numbers on parcels indicate acreage.

Conversion Table Trip Generation Equivalency Matrix Palm Coast Park DRI

Land Use	ITE Code	Size	Units	Peak-Hour		SFDU	Apartments	Condo	Retirement	Office Park	R&D	Office 50K	Office 100K	Office 150K	Ind Park	Warehouse	SC 50K	Sc 200K	SC 250K	SC 600 K	Auto Mall	Spec Ret
				Trips per Unit	Two-Way																	
Residential	SFDU	n/a	DU's	0.95	1.000	1.484	1.863	1.863	3.654	0.579	0.833	0.352	0.497	0.576	1.033	1.863	0.120	0.192	0.207	0.278	0.339	0.367
	Apartments	n/a	DU's	0.64	0.674	1.000	1.255	2.462	0.390	0.561	0.237	0.335	0.388	0.696	1.255	0.081	0.129	0.139	0.187	0.229	0.247	
	Condo	n/a	DU's	0.51	0.537	0.797	1.000	1.962	0.311	0.447	0.189	0.267	0.309	0.554	1.000	0.064	0.103	0.111	0.149	0.182	0.197	
	Retirement	n/a	DU's	0.26	0.274	0.406	0.510	1.000	0.159	0.228	0.096	0.136	0.158	0.283	0.510	0.033	0.052	0.057	0.076	0.093	0.100	
Office	Office Park	250,000	KSF	1.64	1.726	2.563	3.216	6.308	1.000	1.439	0.607	0.859	0.994	1.783	3.216	0.207	0.331	0.357	0.480	0.586	0.633	
	Research & Dev	760	250,000	KSF	1.14	1.200	1.781	2.235	4.385	0.695	1.000	0.422	0.597	0.691	1.239	2.235	0.144	0.230	0.248	0.333	0.407	0.440
	Office (General)	710	50,000	KSF	2.70	2.842	4.219	5.294	10.385	1.646	2.368	1.000	1.414	1.636	2.935	5.294	0.340	0.544	0.587	0.789	0.964	1.042
	Office (General)	710	100,000	KSF	1.91	2.011	2.984	3.745	7.346	1.165	1.675	0.707	1.000	1.158	2.076	3.745	0.241	0.385	0.415	0.558	0.682	0.737
Industrial Park	Office (General)	710	150,000	KSF	1.65	1.737	2.578	3.235	6.346	1.006	1.447	0.611	0.864	1.000	1.793	3.235	0.208	0.333	0.359	0.482	0.589	0.637
	Industrial Park	130	600,000	KSF	0.92	0.968	1.438	1.804	3.538	0.561	0.807	0.341	0.482	0.558	1.000	1.804	0.116	0.185	0.200	0.269	0.329	0.355
	Warehouse	150	200,000	KSF	0.51	0.537	0.797	1.000	1.962	0.311	0.447	0.189	0.267	0.309	0.554	1.000	0.064	0.103	0.111	0.149	0.182	0.197
	Retail	Shopping Center	820	50,000	KSF	7.94	8.358	12.406	15.569	30.538	4.841	6.965	2.941	4.157	4.812	8.630	15.569	1.000	1.601	1.726	2.322	2.836
Shopping Center	Shopping Center	820	200,000	KSF	4.96	5.221	7.750	9.725	19.077	3.024	4.351	1.837	2.597	3.006	5.391	9.725	0.625	1.000	1.078	1.450	1.771	1.915
	Shopping Center	820	250,000	KSF	4.60	4.842	7.188	9.020	17.692	2.805	4.035	1.704	2.408	2.788	5.000	9.020	0.579	0.927	1.000	1.345	1.643	1.776
	Shopping Center	820	600,000	KSF	3.42	3.600	5.344	6.706	13.154	2.085	3.000	1.267	1.791	2.073	3.717	6.706	0.431	0.690	0.743	1.000	1.221	1.320
	Auto Mall	841	200,000	KSF	2.80	2.947	4.375	5.490	10.769	1.707	2.456	1.037	1.466	1.697	3.043	5.490	0.353	0.565	0.609	0.819	1.000	1.081
Specialty Retail	Specialty Retail	814	100,000	KSF	2.59	2.726	4.047	5.078	9.962	1.579	2.272	0.959	1.356	1.570	2.815	5.078	0.326	0.522	0.563	0.757	0.925	1.000

Example: Determine how many square feet of shopping center is equivalent to 200 single family dwelling units relative to gross p.m. peak-hour two-way trips.
 go to the SFDU row, follow it across to the shopping center columns, multiply 200 by 120 to get 24 KSF or 24,000 sq. ft. of the 50,000 sq. ft. shopping center range
 or multiply 200 by .182 to get 36 KSF or 36,000 sq. ft. of the 200,000 sq. ft. shopping center range
 or multiply 200 by .207 to get 41 KSF or 41,000 sq. ft. of the 250,000 sq. ft. shopping center range



PALM COAST PARK

**FOURTH REVISED EXHIBIT "D"
TRACT MAP**

EXHIBIT "E"

STORMWATER POLLUTION PREVENTION PLAN

In order to ensure water quality is maintained and encroachment into environmentally sensitive areas are prohibited, the property Owner and Contractor shall make an effort to adhere to the following Operation Plan prior to and during construction.

STORMWATER POLLUTION PREVENTION PLAN APPROVAL

A Stormwater Pollution Prevention Plan (SWPPP) will be developed by the Engineer and included in the construction plans for each area of development. The Contractor is responsible to review the plan and make modifications that address construction activities. All modifications must be approved by the Owner and Engineer. The plan will correspond with the construction sequence and generally include the following:

1. The locations and types of control features shall be shown to prevent erosion or the transportation of eroded material off-site during each phase of construction. Supplementary sediment and erosion control devices may be required to accommodate the Contractor's phasing of construction activities. The Contractor will modify the SWPP to address the installation and maintenance of all sediment control devices during each phase of construction.
2. The Contractor will be solely responsible for the prevention, control, and abatement of erosion and water pollution and the transportation of eroded materials off site. The Contractor will also be responsible for maintaining any and all sediment control devices throughout the duration of construction as required by the Community Development District (CDD), Engineer, and the Florida Department of Environmental Protection.
3. All erosion control devices will be placed prior to beginning work of each construction phase. It is understood that "select clearing" is required for the placement of silt fence as detailed on the SWPPP. All erosion control devices will be maintained during construction and will be inspected weekly or after rainfall events of greater than 0.5 inches. Repairs will be performed as necessary and prior to suspension of work activities each weekend.
4. Sediment and erosion control barriers will be placed around all stormwater inlets and manholes during construction. Rock bags are to be placed at the downstream side of each curb inlet after the roadway base course is constructed to divert stormwater to the inlets.
5. Supplemental sediment and erosion control devices may be necessary during construction as determined by the Contractor or as directed by the Engineer or Community Development District (CDD).
6. Staging areas will be enclosed with silt fence, and drainage directed to stormwater ponds.

PRE-CONSTRUCTION ACTIVITIES

At least ten calendar days prior to the Pre-construction Conference, the Contractor will submit for approval by the Engineer a SWPPP prepared in accordance with the Florida Erosion and Sediment Control Inspector's Manual. The SWPPP will address the installation and maintenance of all temporary and permanent sediment and erosion control devices to be used during each phase of construction, including tree removal, clearing and grubbing, hauling of excavated materials, and placement of backfill. The plan also will detail the erosion control measures to be employed at all stockpile and construction staging areas and will define the maximum limits of all active construction zones and the maximum amount of time each segment of the project will be unprotected against erosion.

Also, at least ten calendar days prior to the Pre-construction Conference, the Contractor will submit for approval by the Engineer an Excavation and Dewatering Plan (EDP) . The plan will address excavation of the stormwater ponds and identify phasing of the excavation, including for each excavation phase, the limits of excavation, hauling of excavated materials, dewatering, control of on-site and off-site stormwater runoff, and measures to be employed for controlling erosion and for controlling the transportation of eroded materials off-site.

A Pre-construction Conference will be conducted prior to the start of any site construction. Attendees shall include the Contractor, CDD, Engineer and regulatory agency representatives. The purpose of this conference is to review the site specific details of the SWPPP and EDP, agree upon any modifications to these plans, and identify the individuals responsible for its implementation. In addition, specific conditions of regulatory permits will be reviewed and persons assigned to the monitoring for compliance with these conditions will be identified.

CONSTRUCTION ACTIVITIES

The Contractor shall at a minimum implement the requirements outlined below and those measures shown on the SWPPP. In addition, the Contractor shall implement additional measures required to maintain compliance with applicable permit conditions and state water quality standards. Depending on the nature of materials and methods of construction the contractor may be required to add flocculants to the detention system prior to discharge to Waters of the State.

Sequence of Major Erosion Control Activities:

The order of activities will be as follows:

1. Install stabilized construction entrance.
2. Select clear and install silt fences and hay bales as required.
3. Clear and grub for diversion swales/dikes and sediment basin.
4. Construct sedimentation basin.
5. Stock pile top soil if required.

6. Stabilize denuded areas and stockpiles as soon as practicable.
7. Complete grading and install/permanent seeding/sod and planting.
8. Remove accumulated sediment from basins.
9. Flocculate lake system, if required, to meet water quality standards.
10. When all construction activity is complete and the site is stabilized, remove any temporary diversion swales/dikes, silt fences, hay bales and reseed/sod as required.

Additional Controls

It is the Contractor's responsibility to implement the erosion and turbidity controls as shown on the SWPPP. It is also the Contractor's responsibility to ensure these controls are properly installed, maintained and functioning properly to prevent turbid or polluted water from leaving the project site. The Contractor will adjust the erosion and turbidity controls shown on the SWPPP and add additional control measures, as required, to ensure the site meets all federal, state and local erosion and turbidity control requirements. The following best management practices will be implemented by the Contractor as required by the SWPPP and as required to meet the sediment and turbidity requirements imposed on the project site by the regulatory agencies.

Erosion and sediment controls stabilization practices (See the site specific SWPPP for applicability.):

1. Straw bale barrier: Straw bale barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 3:1 (horizontal:vertical).
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
 - c. Where effectiveness is required for less than 3 months.
 - d. Every effort should be made to limit the use of straw bale barriers constructed in live streams or in swales where there is the possibility of a washout. If necessary, measures shall be taken to properly anchor bales to insure against washout.
2. Filter Fabric Barrier: Filter fabric barriers shall be installed landward of upland buffers. Filter fabric barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 3:1.
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
3. Sod with Filter Fabric: In areas with slopes steeper than 3:1, the slope shall be full sodded. Filter fabric barriers (silt fence) shall be installed at the toe of the slope.
4. Brush Barrier with Filter Fabric: Brush barrier will be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.

5. Spreader Swale: A spreader swale will be used where sediment-free storm runoff is intercepted and diverted away from graded areas onto undisturbed stabilized areas. The water should not be allowed to reconcentrate after release.
6. Stockpiling Material: No excavated material shall be stockpiled in such a manner as to direct stormwater runoff off site into any adjacent water body.
7. Limitation of Exposure of Erodible Earth: The surface area of open, raw erodible soil exposed by clearing and grubbing operations or excavation and filling operations shall not exceed 17 acres without specific prior approval by the Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations. The Engineer may increase or decrease the amount of surface areas the Contractor may expose at any one time.
8. Inlet Protection: Inlets and catch basins which discharge directly off-site shall be protected from sediment-laden storm runoff.
9. Temporary Seeding: Cleared areas that are not designated for construction activity for more than 45 days shall be seeded or hydroseeded.
10. Temporary Seeding and Mulching: Slopes steeper than 6:1 shall receive approximately 2 inches loose measure of mulch material cut into the soil of the seeded area adequate to prevent movement of seed and mulch. Hydroseeding or hydromulching may be used in place of Seeding and Mulching.
11. Temporary Grassing: The Engineer may designate certain areas of grassing as temporary erosion control features. The Engineer may direct the Contractor to omit permanent type grass seed from grassing.
12. Regrassing: If, after 28 days from seeding, the temporary grassed areas have not attained a minimum of 75 percent good grass cover, the area will be reworked and additional seed applied sufficient to establish the desired vegetative cover.
13. Maintenance: All features of the project designed and constructed to prevent erosion and sediment shall be maintained during the life of the construction so as to function as they were originally designed and constructed.
14. Permanent Seeding: All areas which have been disturbed by construction will, as a minimum, be seeded. Slopes steeper than 4:1 shall be seeded and mulched or sodded. Hydroseeding may be used in place of Seeding and Mulching.
15. Temporary Diversion Dike: Temporary diversion dikes will be used to divert runoff through a sediment-trapping facility.
16. Temporary Sediment Trap: A sediment trap is usually installed in a drainage way at a storm drain inlet or at other points of discharge from a disturbed area.

17. Sediment Basin: Sediment Basin(s) will be constructed at the common drainage locations that serve an area with 10 or more disturbed acres at one time. Construct sedimentation basins in accordance with FDOT Roadway and Traffic Design Standards. All sediment collected in permanent or temporary sediment traps must be removed upon final stabilization.

Site Maintenance Activities

Waste Disposal

Waste Materials

All waste material shall be collected and stored in a securely lidded metal dumpster. The dumpster will meet all local and state solid waste management regulations. The dumpster will be emptied as needed and the trash will be hauled to a state approved landfill. All personnel will be instructed regarding the correct procedure for waste disposal. The site superintendent or the individual who manages the day-to-day site operations will be responsible for posting notices stating these practices at the construction site and for seeing that these procedures are followed.

All waste materials that are too large for the dumpster shall be stockpiled and hauled to a state approved landfill.

Hazard Waste

All hazardous waste materials will be disposed of in a manner specified by local or state regulation or by the manufacturer. Site personnel will be instructed in these practices and the site superintendent, the individual who manages the day-to-day site operations, will be responsible for seeing that these procedures are followed.

Sanitary Waste

All sanitary waste will be collected from the portable units as needed to prevent possible spillage. The waste will be collected and disposed of in accordance with state and local waste disposal regulations for sanitary sewer or septic systems.

Offsite Vehicle Tracking

A stabilized construction entrance will be provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept as needed or as directed by the Engineer to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

Spill Prevention Plan

Material Management Practices

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project:

- * An effort will be made to store only enough product required to do the job.
- * All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- * Products will be kept in their original containers with the original manufacturer's label.
- * Substances will not be mixed with one another unless recommended by the manufacturer.
- * Whenever possible, all of a product will be used up before disposing of the container.
- * Manufacturer's recommendations for proper use and disposal will be followed.
- * The site superintendent will inspect daily to ensure materials onsite receive proper use and disposal.

Hazardous Products

These practices are used to reduce the risks associated with hazardous materials:

- * Products will be kept in original containers unless they are not resealable.
- * Original labels and material safety data will be retained; they contain important product information.
- * If surplus product must be disposed of, manufacturer's or local and state recommended methods for proper disposal will be followed.

Product Specific Practices

The following product specific practices will be followed onsite:

Petroleum Products

All onsite vehicles and chemical storage tanks will be monitored daily during construction activities for leaks and receive regular preventative maintenance to reduce the chance of leakage. Portable petroleum storage tanks shall not be placed within 200 feet of a wetland or water body including stormwater management ponds, unless secondary containment is provided. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations. Emergency spill kits shall be placed adjacent to chemical storage tank locations. At a minimum, earthen berms shall be constructed around temporary chemical storage tanks.

Fertilizers

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to Stormwater. Storage will be in a covered area. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

Paints

All containers will be tightly sealed and properly stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and local regulations.

The site superintendent responsible for the day-to-day site operations, will be the spill prevention and cleanup coordinator. He/she will designate at least one other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and if applicable, in the office trailer onsite.

MAINTENANCE / INSPECTION PROCEDURES

Erosion and Sediment Control Inspection and Maintenance Practices

The following are inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- * All control measures will be inspected by the site superintendent, the person responsible for the day to day site operation or someone appointed by the site superintendent, at least once a week and following any storm event of 0.5 inches or greater.
- * All turbidity control measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- * Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.
- * Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- * The sediment basins will be inspected for the depth of sediment. Sediment will be removed when it reaches 20 percent of the design capacity or at the end of the job.
- * Diversion dikes/swales show on the plans will be inspected and any breaches promptly repaired.
- * Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.

- * A maintenance inspection report will be completed weekly. A completed copy will be submitted to the Engineer and a completed copy will be kept on site during construction and available upon request by the Owner, Engineer or any federal, state or local agency approving sediment and erosion plans, or stormwater management plans. The reports shall be made and retained as part of the SWPPP for at least three years (by the Owner) from the date that the site is finally stabilized and the notice of termination is submitted.
- * The site superintendent will select up to three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- * Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

NON-STORMWATER DISCHARGES

It is expected that the following non-stormwater discharges will occur from the site during the construction period:

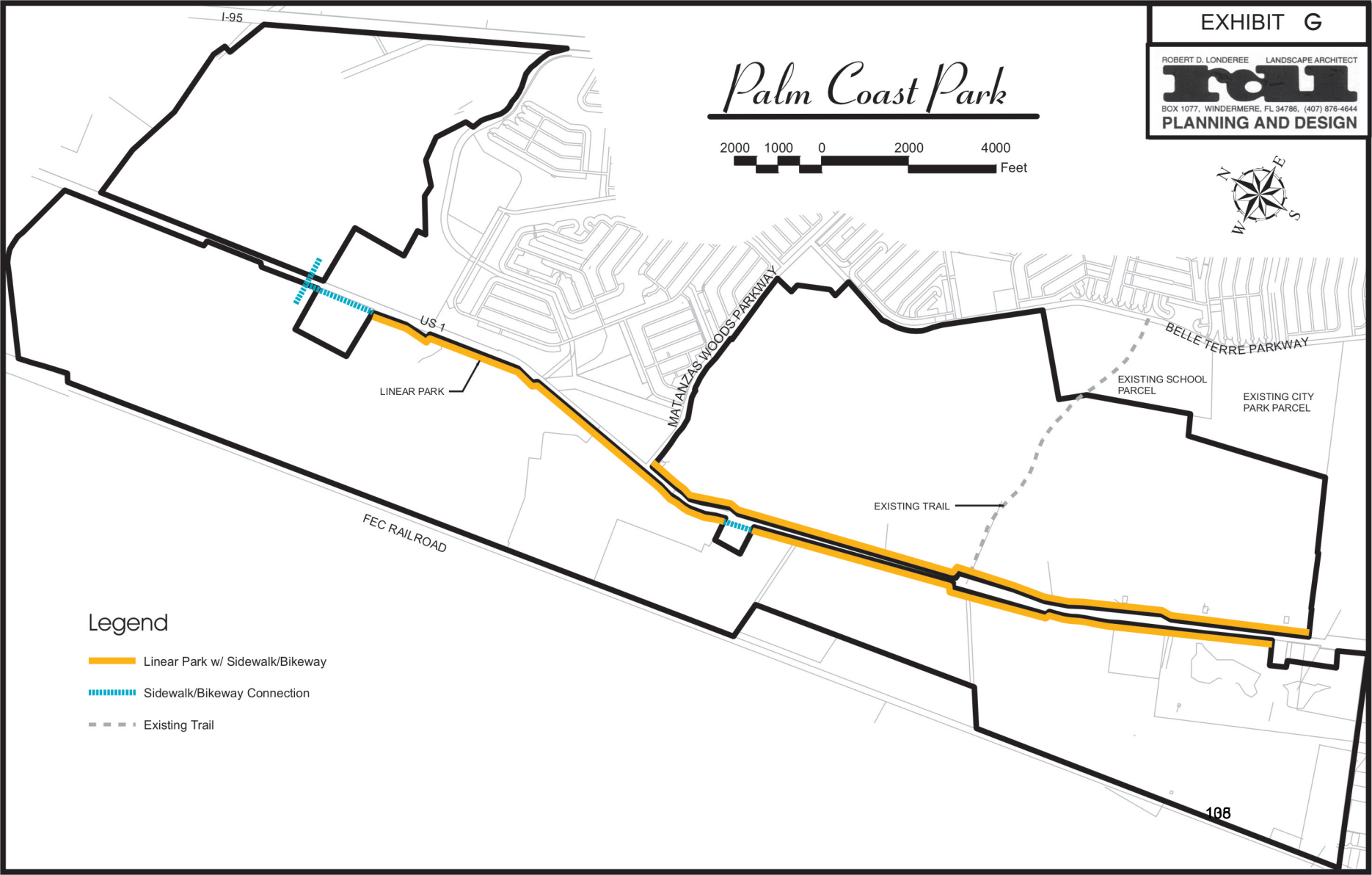
- * Water from water line flushing.
- * Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- * Uncontaminated groundwater (from dewatering excavation).

All non-stormwater discharges will be directed to the sediment basin prior to discharge. If applicable, all necessary regulatory permits shall be obtained prior to non-stormwater discharges.

**2004 NEW GROWTH RATE
Fairshare Roadway Improvement Cost Estimates
West Palm Coast DRI**

Road	Segment			Phase I				Phase II				Phase III				Total Cost (\$1,000)	Total Fair Share (\$1,000)
	From	To	Length (Miles)	Needs	Cost/Mi (\$1,000)	Cost (\$1,000)	Fair Share (\$1,000)	Needs	Cost/Mi (\$1,000)	Cost (\$1,000)	Fair Share (\$1,000)	Needs		Cost (\$1,000)	Fair Share (\$1,000)		
Matanzas Woods Pkwy	US 1	Belle Terre Pkwy	1.20					4L	\$ 2,160	\$ 2,592	\$ 2,395	6L	\$ 2,160	\$ 2,592	\$ 2,466	\$ 5,184	\$ 4,861
	Belle Terre Pkwy	I-95	0.80					4L	\$ 2,160	\$ 1,728	\$ 1,414					\$ 1,728	\$ 1,414
	I-95 Ramps ¹		1.00					Add Ramps	n/a	\$ 2,000	1,000					\$ 2,000	\$ 1,000
Old Kings Rd	Frontier Dr	Farragut Dr	1.10									4L	\$ 2,160	\$ 2,376	\$ 313	\$ 2,376	\$ 313
Belle Terre Pkwy	SR 100	Royal Palms Pkwy	1.50					6L	\$ 2,160	\$ 3,240	\$ 369					\$ 3,240	\$ 369
	Royal Palms Pkwy	White View Pkwy	1.50					6L	\$ 2,160	\$ 3,240	\$ 550	8L	\$ 2,160	\$ 3,240	\$ 1,037	\$ 6,480	\$ 1,587
	White View Pkwy	Pine Lakes Pkwy	1.90					6L	\$ 2,160	\$ 4,104	\$ 931					\$ 4,104	\$ 931
	Pine Lakes Pkwy S	Cypress Point Pkwy	0.40	6L	\$ 2,160	\$ 864	\$ 124	8L	\$ 2,160	\$ 864	\$ 304	10L	\$ 2,160	\$ 864	\$ 691	\$ 2,592	\$ 1,119
	Palm Coast Pkwy (EB)	Palm Coast Pkwy (WB)	0.20					6L	\$ 2,160	\$ 432	\$ 98					\$ 432	\$ 98
	Palm Coast Pkwy (WB)	Bellaire Drive	0.30									6L	\$ 2,160	\$ 648	\$ 306	\$ 648	\$ 306
	Bellaire Drive	Pine Lakes Pkwy N	1.00									4L	\$ 2,160	\$ 2,160	\$ 416	\$ 2,160	\$ 416
Palm Coast Pkwy	Belle Terre Pkwy	Cypress Point Pkwy	0.85	3LO-W	\$ 2,160	\$ 1,836	\$ 544									\$ 1,836	\$ 544
	Cypress Point Pkwy	I-95 - West Ramps	0.10	6L	\$ 2,160	\$ 216	\$ 62	8L	\$ 2,160	\$ 216	\$ 69					\$ 432	\$ 130
	I-95 - West Ramps	I-95 - East Ramps	0.40					8L	\$ 4,320	\$ 1,728	\$ 163					\$ 1,728	\$ 163
	I-95 - East Ramps	Old Kings Rd	0.20					8L	\$ 4,320	\$ 864	\$ 81					\$ 864	\$ 81
Royal Palms Pkwy	US 1	Belle Terre Pkwy	2.7	4L	\$ 2,160	\$ 5,832	\$ 448									\$ 5,832	\$ 448
Seminole Woods Blvd	US 1	Citation	2.4									4L	\$ 2,160	\$ 5,184	\$ 241	\$ 5,184	\$ 241
Totals						\$ 8,748	\$ 1,177			\$ 21,008	\$ 7,374			\$ 17,064	\$ 5,470	\$ 46,820	\$ 14,021

¹Addition of ramps to the proposed Matanzas Woods Parkway overpass assumed to be equal to the approximate cost of four, 1/4-mile two-lane roadways; Project's share assumed to be 50%



Legend

- Linear Park w/ Sidewalk/Bikeway
- Sidewalk/Bikeway Connection
- Existing Trail

REVISED EXHIBIT "H"
LAND USES AND DEVELOPMENT

1. General -

Fourth **Revised Exhibit "D"** to this Amended and Restated Development Order (the "Tract Map") depicts the Palm Coast Park DRI Tracts and the existing roadway system.

2. Land Use by Tract -

The Palm Coast Park DRI shall be made up of the following land uses by tract, the locations of which are shown on the Tract Map:

(a) Residential Areas -

The "Residential Areas" consist of sites for various housing types including the following: single-family residential homes; town homes; condominium units and apartment units. All housing types may include elderly housing, such as independent living, assisted living, congregate care and retirement village. The Residential Areas consist of Tracts 1, 2, 3, 5A, 5B, 5C, 5D, 5E, 6A, 6B, 7A, 7B, 8, 9, 10A, 10B, 10C, 19, and 20 (Tract D only) as shown on the Tract Map.

(b) Business/Institutional Areas -

The "Business/Institutional Areas" consist of sites for various non-residential uses including one or more of the following: commercial; office; financial institutions; food service; lodging and other tourist related facilities; light industrial; warehouse/distribution; public uses, including but not limited to parks, schools, utility facilities, fire, rescue and police stations; and institutional facilities, including but not limited to houses of worship, private clubs and community clubs. These areas may include residential uses. The Business/Institutional Areas consist of Tracts 14, 15, 16, 17, 18, 20 (except Tract D), 21 and 22, as shown on the Tract Map.

(c) Mixed-Uses Areas -

The "Mixed-Uses Areas" consist of sites for one or any combination of uses listed under subsections (a) and (b) above. The Mixed-Uses Areas consist of Tracts A, 4, 11A, 11B, 12, 13A, 13B and 13C.

(d) Public/Semi-Public Areas -

The "Public/Semi-Public Areas" consist of sites for various types of public and semi-public uses which may include parks, schools, utility facilities, fire, rescue and police stations. The Public/Semi-Public Areas consist of Tracts B, C, 5F, and 5G, as shown on the Tract Map.

Although specific tracts are identified for public/semi-public areas, public facilities, including but not limited to schools, parks and fire stations, may be located anywhere on any of the tracts in the DRI.

(e) Common Areas -

The "Common Areas" consist of over 2,000 acres of existing wetlands, plus greenways, lakes, bikeways, walkways and other passive parks and recreational areas, including a frontage park along US-1 (the "US-1 Frontage Park"). The Common Areas shall make up approximately one-half of the DRI Property. Where possible, pedestrian access shall be provided through the Common Areas to connect adjacent development areas and to connect with parks, commercial areas and residential neighborhoods adjacent to the Project. Development activities within permanent conservation easements shall comply with applicable rules and regulations set forth in the Florida Administrative Code, Florida Statutes and the City's Unified Land Development Code.

3. Unified Land Development Code Applicability -

(a) The Unified Land Development Code of the City ("LDC") applies to the DRI Property and development within it, unless expressly otherwise provided herein or as negotiated in an approved Planned Unit Development Agreement or Master Planned Development Agreement ("MPD") covering development within one or more tracts. The requirements set forth herein supersede any inconsistent provisions of the LDC or other ordinances of the City.

(b) Title to any tract, as shown on the Tract Map, may be transferred in its entirety without platting so long as the tract has access to a public roadway directly or via an easement or is transferred to a person or entity that already holds title to adjacent property that has access to a public roadway. In addition, title to part of any tract may be transferred to a public entity without platting and if part of any tract was previously transferred to a public entity, the remainder of the tract may be conveyed in its entirety without platting so long as that portion of the tract has access to a public roadway directly or via an easement or is conveyed to a person or entity that already holds title to adjacent property that has access to a public roadway. However, no infrastructure improvements, with the exception of stormwater and utility improvements and site fill may be made on any tract until preliminary plat or site plan approval is received for the area to be improved. A final plat or Declaration of Condominium shall be recorded prior to issuance of a building permit or conveyance of any portion of the property that is included in the plat or condominium.

(c) As tracts are fully developed and built out, the method of conveying stormwater to stormwater retention areas may be altered from time to time. In the meantime, stormwater may be conveyed to stormwater retention areas on a temporary basis through a variety of methods, including open swales. Temporary easements shall be granted to the entity that is responsible for maintaining the stormwater management system over all areas that contain temporary drainage facilities, and when the stormwater facilities are permanently located, and that entity shall release any temporary easements in exchange for a grant of permanent easements over the location of the permanent drainage facilities.

(d) To avoid damage to roads, disruption of activities at the Palm Coast Park DRI and because of the location of fill sources, it may be necessary to fill certain development areas within the DRI Property before specific site development plans are available for the areas. Therefore, clearing of trees, filling, excavation and dredging may be performed within DRI Property consistent with permits issued from time to time by the St. Johns River Water Management District ("SJRWMD") and the City. All cleared and filled areas shall be seeded or sodded and an average of 1 tree, with a minimum height of 8 feet and 2 inches caliper measured 6 inches above grade, shall be planted per acre. The trees may be planted in groupings to meet this requirement

(e) The US-1 Frontage Park, its landscaping, bike paths and other amenities, was completed on or before **June 30, 2008**. Other roadways, sidewalks/bikeways and trails shall be constructed concurrently with development of adjoining properties to insure that contiguous walkable sidewalks are available at all times. This means that sidewalk construction may be required to precede development of properties. Any temporary sidewalks fronting vacant building sites may consist of a path constructed with stabilized shell or other material approved by the City's Development Services Director. Temporary paths shall be replaced by permanent sidewalks before a certificate of occupancy is issued for a building that is constructed on the adjacent building site.

(f) The DRI Property contains over 2,000 acres of wetlands, much of which are substantially degraded as a result of years of agricultural use. A minimum of 1,850 acres of wetlands on the DRI Property shall be conserved and/or enhanced. Because of the size and complexity of the Palm Coast Park DRI, and the wetland protection provisions that are provided for in this Amended and Restated Development Order, including the commitment to conserve and/or enhance the vast majority of the wetlands within the DRI Property in order to provide an increase in the overall wetland functional values, the wetlands provisions of the LDC shall not apply in the case of development on the DRI Property. Instead, Developer shall be obligated to comply with all provisions with respect to wetlands that are set forth in the City's Comprehensive Plan, including obtaining approvals, as appropriate, from the SJRWMD and the United States Army Corp of Engineers prior to commencing any development which impacts wetlands.

4. Platting and Plan Overview -

The Master Plan depicts the general layout of the Palm Coast Park DRI, including the location of existing roads. The location of lot lines, structures, internal landscape buffers, drainage facilities and the internal street system shall be shown on plats, site development plans or condominium documents as portions of the Palm Coast Park DRI are designed for development.

The Palm Coast Park DRI shall be developed in phases consistent with this Amended and Restated Development Order. The Developer may sell tracts, parcels or platted lots. Title to tracts may be conveyed without platting, provided they have access to a public roadway directly or via an easement or title is conveyed to a person or entity that already holds title to adjacent property that has access to a public roadway, as provided for herein.

The Developer submitted an overall development plan for Palm Coast Park Phase 1 in early 2006, and received overall development plan approval on August 25, 2006. All infrastructure necessary to support each phase of the Palm Coast Park DRI shall be constructed with that phase. A final preliminary plat or site development plan for the Palm Coast Park DRI shall be submitted

within thirty-nine (39) years from the effective date of the original Development Order (December 7, 2004).

5. Future Land Use Map ("FLUM") Category and Zoning -

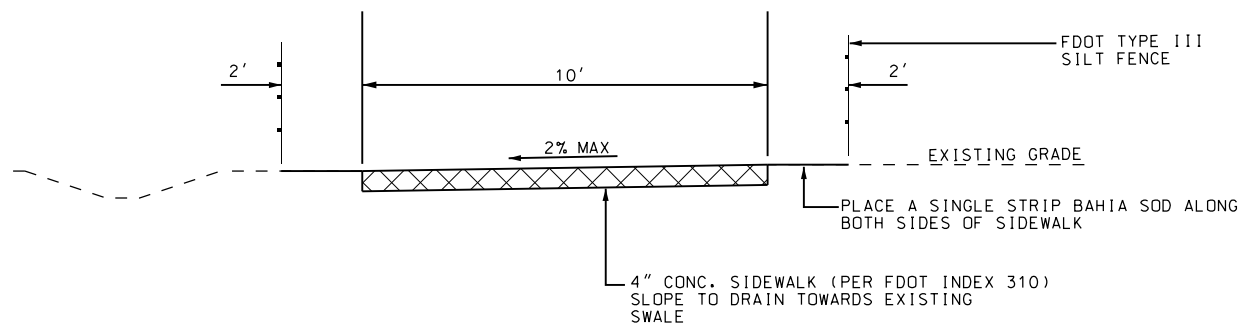
(a) The City's Comprehensive Plan shows the DRI Property designated as a DRI-Mixed-Use on its FLUM. As such, the zoning adopted for the DRI Property must be consistent with the DRI-Mixed-Use designation. The City shall regulate development within the Palm Coast Park DRI consistent with its zoning classifications and the requirements in the LDC that are effective at the time of preliminary plat approval.

(b) Agricultural uses that include grazing of animals, raising of crops, sod farming, nursery and silviculture activities shall be permitted on any tract prior to commencement of vertical development on the tract. If any part of a tract is approved for vertical development, agricultural uses may continue on the remainder of the tract.



<p>SINGHOFFEN & ASSOCIATES, INC. STORMWATER MANAGEMENT AND CIVIL ENGINEERING</p>	<p>PALM COAST PARKWAY & US HIGHWAY 1 OFFSITE TRAIL EXTENSIONS</p>	<p>SITE MAP</p>	<p>EXHIBIT I</p>
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10' OFFSITE TRAIL

SCALE: 1" = 5'



OFFSITE TRAIL EXTENSIONS

TYPICAL OFFSITE TRAIL SECTIONS

EXHIBIT
J

144 Project No.
2010-003.10

Exhibit "K"

DEVELOPMENT RIGHTS TABLE							
Owner	Parcel ID	Tract(s)	Res.	Office	Retail	Inst.	Ind.
City of Palm Coast	17-10-30-0000-01020-0030	3, 4, 9, 11A, 12, 14, 18, 19, 20, A, B					
	20-10-30-0000-01010-0020						
	20-10-30-0000-01010-0030						
	27-10-30-0000-01010-0060						
	27-10-30-0000-01010-0070						
	27-10-30-0000-01010-0080						
	28-10-30-0000-01010-0020						
	28-10-30-0000-01010-0030						
	28-10-30-4290-00000-00A0						
	28-10-30-4290-00000-00A1						
	28-10-30-4290-00000-0050						
	28-10-30-4290-00000-0060						
	28-10-30-4290-00000-0070						
	28-10-30-4290-00000-0080						
	28-10-30-4290-00000-0090						
	28-10-30-4290-00000-0100						
	28-10-30-4290-00000-0110						
	28-10-30-4290-00000-0120						
	28-10-30-4290-00000-0130						
	29-10-30-0000-01010-0010						
	29-10-30-0000-01030-0010						
	33-10-30-0000-01030-00A2						
	33-10-30-0000-01030-00A4						
	33-10-30-0000-01030-00B4						
	04-11-30-0000-01010-00A3						
	04-11-30-0000-01010-00B4						
Flagler County	16-10-30-0000-01010-0010	5B, 5C					
Florida Agricultural Museum	17-10-30-0000-01020-0020	C					
	47-10-30-0000-01010-0022						
	47-10-30-0000-01010-0023						
Florida Land Investments I, LLC	03-11-30-0000-01010-0030	2	400				
	04-11-30-0000-01010-00B0						
	04-11-30-0000-01010-00B5						
	09-11-30-0000-0102A-0031						
	09-11-30-0000-0102A-0040						
	10-11-30-0000-01010-0080						
Lifecoast Church, Inc.	34-10-30-0000-01010-0060	21				75,000	
Matanzas West Acquisition, LLC	27-10-30-0000-01010-0090	11A	285		26,000		
	34-10-30-0000-01010-0050						
Optimum Global Properties, LLC	15-10-30-0000-01010-0000	5A, 5B, 5C, 5D, 5E	644				
	15-10-30-0000-01010-0020						
	16-10-30-0000-01010-00B0						
	16-10-30-0000-01010-00B1						
	16-10-30-0000-01010-00B2						
	21-10-30-0000-01010-0010						
	22-10-30-0000-01010-0000						
	22-10-30-0000-01030-0000						
	22-10-30-0000-01030-0020						
	28-10-30-0000-01040-0000						
	28-10-30-0000-01010-0040						
	33-10-30-0000-01030-00A3						
	33-10-30-0000-01030-00A5						
	33-10-30-0000-01030-00A6						
	34-10-30-0000-01010-0040						
	34-10-30-0000-01010-0070						
	34-10-30-0000-01010-0080						

Oprium Property Developments	03-11-30-0000-01010-0020	4, 13A, 13B, 13C, 14, A	980	292,000	615,000		600,000							
	03-11-30-0000-01010-0022													
	03-11-30-0000-01010-0023													
	03-11-30-0000-01010-0024													
	03-11-30-0000-01010-0061													
	04-11-30-0000-01010-00A1													
	04-11-30-0000-01010-00A2													
	04-11-30-0000-01010-00A4													
	04-11-30-0000-01010-00A5													
	04-11-30-0000-01010-00A6													
	04-11-30-0000-01010-00A7													
	10-11-30-0000-01030-00A0													
Palm Coast Florida Holdings	09-10-30-0000-01020-0000	6A, 6B, 7A, 7B, 8, 9, 10A, 10B, 10C, 18, 19, D	2,271	20,000	20,000									
	16-10-30-0000-01010-00A0													
	16-10-30-0000-01010-00A1													
	17-10-30-0000-01020-0000													
	17-10-30-0000-01020-0010													
	20-10-30-0000-01020-0000													
	20-10-30-0000-01020-0030													
	21-10-30-0000-01010-0000													
	21-10-30-0000-01010-0050													
	28-10-30-0000-01020-0000													
	28-10-30-0000-01020-0010													
	28-10-30-0000-01030-0000													
	28-10-30-0000-01030-0020													
	28-10-30-4290-00000-00D0													
	29-10-30-0000-01010-0000													
	29-10-30-0000-01030-0000													
	47-10-30-0000-01010-0020													
	Palm Coast Land, LLC							27-10-30-0000-01010-0000	11B, 12, 15, 17, 18, 20, 22		50,000			
28-10-30-0000-01010-0000														
28-10-30-4290-00000-00B0														
28-10-30-4290-00000-00C0														
28-10-30-4290-00000-00E0														
28-10-30-4290-00000-0010														
28-10-30-4290-00000-0020														
28-10-30-4290-00000-0030														
28-10-30-4290-00000-0140														
33-10-30-0000-01030-00A0														
33-10-30-0000-01030-00B2														
34-10-30-0000-01010-0000														
04-11-30-0000-01010-00B3														
Palm Coast REH, LLC		28-10-30-4290-00000-0040	20			160,000								
		28-10-30-4290-00000-0150												
Sunbelt Palm Coast I, LLC	09-11-30-0000-0102A-0000	1	380											
	09-11-30-0000-0102A-0030													
	10-11-30-0000-01010-0000													
	16-11-30-0000-01010-0070													
TOTALS			4,960	362,000	821,000	75,000	600,000							

Exhibit "L"

<u>Section of DRI</u>	<u>Name of Section</u>	<u>Obligation</u>	<u>Status</u>
Part II, ¶ 5 (g)	Phasing, Buildout, and Expiration	Install conduit for fiber optic, telephone, and cable service and shall convey to City of Palm Coast.	Completed as to roadside US-1. The owner of each parcel of Subject Property has been required install their own Phone, Cable, TV, etc. at the time of construction and dedicate the same as required.
Part II, ¶ 11	Biennial Reporting	A biennial monitoring report shall be submitted to NEFRC, DCA, and the City Starting 06/30/06 and biennially thereafter until build out.	This requirement has been removed and is considered satisfied.
Part III, ¶ 1(a)	Vegetation and Wildlife	Preserve at least 116 acres of gopher tortoise habitat prior to commencing any development activities. (i) Grant 44.66 acres in perpetual conservation easement to Florida Fish and Wildlife Conservation (FFWCC) and an additional 71.34 acres of gopher habitat by either (1) paying \$5,859/acre or prevailing cost/acre, whichever is greater to the FFWCC or (2) preserving an appropriate number of acres of habitat on site or (3) choosing a combination of 1 and 2.	Tract "C" (Gopher Preserve) has been placed under conservation easement. Payment to FFWCC completed for offsite habitat preservation.

Part III, ¶ 1 (b)	Vegetation and Wildlife	Develop an Eastern Indigo Snake Protection/Education Plan and install informational signs at active construction sites.	Signs are posted at all active construction sites and will be posted as construction of new projects begin. This responsibility is also the responsibility of each property owner.
Part III, ¶ 2 (b)(iv)	Wetlands	Develop and implement wildfire mitigation practices.	Forestry consultant is employed by the CDD and makes yearly recommendations. This requirement has been dedicated to the CDD.
Part III, ¶ 2 (c)	Wetlands	Conveyance of conservation easement in favor of SJRWMD and City for the preserved wetlands.	To be completed on a project by project basis. This is the responsibility of each parcel owner.
Part III, ¶ 2 (d)	Wetlands	Perform field verification of wetland boundaries.	To be completed on a project by project basis and is the responsibility of each parcel owner.
Part III, ¶ 2 (e)	Wetlands	Provide City with all Federal and State environmental permits prior to start of construction.	To be completed on a project by project basis and is the responsibility of each parcel owner.
Part III, ¶ 4 (a)	Water Supply	Install distribution system for reclaimed (non-potable) water during development of DRI.	Main lines along US-1 have been installed. Service lines will be extended with the construction of each project by the parcel owner constructing said project.
Part III, ¶ 4 (b)	Water Supply	Under take 1 residential and 1 non-residential example of drought- tolerant or native vegetation.	This Obligation is amended to ensure that all projects and developments in the DRI comply with the City's Unified Land Development Code
Part III, ¶ 4 (c)	Water Supply	Develop and implement water conservation plan addressing the	Completed. The continual implementation is the responsibility of each Subject Property owner.

		specified items in this section.	
Part III, ¶ 4 (d)	Water Supply	Within 1 year from the effective date, provide easements with adequate accessibility to proposed wellheads.	Easement dedicated to the City of Palm Coast on July 19, 2005.
Part III, ¶ 4 (e)	Water Supply	Within 1 year from the effective date, establish a linear easement that parallels the boundary of the DRI property abutting the Florida East Coast railroad ROW.	Easement dedicated to FPL on August 19, 2005.
Part III, ¶ 5 (a)	Groundwater Protection	Create a 500 Foot buffer zone around all wellheads.	This requirement has been completed.
Part III, ¶ 5 (c)	Groundwater Protection	Plug any abandoned wells found during construction.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 5 (d)	Groundwater Protection	Apply best practices in connection with all geotechnical borings.	This requirement is ongoing and has been assigned to the individual property owners.
Part III, ¶ 5 (e)	Groundwater Protection	Report any discharged regulated substances when the discharge meets the minimum reporting standards. Further remediate the soil of any discharged regulated products, regardless of the quantity discharged.	This requirement is ongoing and has been assigned to the individual property owners.

Part III, ¶ 6 (c)	Wastewater Management	Dedicate a minimum 30 acre site to the City for the purpose of locating a new water and wastewater utility plant.	Tract "B" was deeded to the City of Palm Coast in July, 2005.
Part III, ¶ 7 (a)	Stormwater Management	Create and attach a stormwater pollution prevention plan that is attached to all construction and permit documents. Further, appropriate maintenance personnel are required to attend the Florida Stormwater Erosion and Sedimentation Control Training & Certification.	A stormwater pollution prevention plan is provided with each project. As of the date of this Amended and Restated DO, it is the responsibility of the individual property owner to submit such plan with all plans and permit requests. Further, Staff personnel are currently certified as Stormwater Inspectors.
Part III, ¶ 7 (b)	Stormwater Management	A water quality monitoring plan shall be developed for review and approval by FDEP.	Completed.
Part III, ¶ 8 (b)	Transportation	Developer shall provide all internal rights-of-way and appropriate easements and facilities to construct internal roadway. Developer shall also construct internal roadway network.	ROW and easements are being dedicated on a project by project basis and is the responsibility of each Property owner do dedicate such roads as required by their community.
Part III, ¶ 8 (c)	Transportation	Developer shall construct all turn lanes and traffic signals necessary to	Being completed on a project by project basis and is the responsibility of each Property owner do dedicate such turn lanes and signals as required by their community.

		provide access to PCP	
Part III, ¶ 8 (d)	Transportation	Prior to the end of Phase 1 or 2019, an IJR shall be completed in cooperation with FDOT for the proposed I-95/Matanzas Woods Parkway interchange. If the IJR determines the interchange is necessary, the interchange must be funded in the City's Capital Improvement Plan or in the first 3 years of FDPT's 5 year plan upon PCP generating 3,145 PM Peak Hour Trips.	The IJR has been constructed, completed, and dedicated to FDOT. All other requirements contained in this section have been satisfied via an interlocal agreement.
Part III, ¶ 8 (e)	Transportation	If 8(d) (above) is not completed, the project must be reevaluated for traffic impacts.	Not required as the IJR was completed.
Part III, ¶ 9	Air Quality	Dust control measures shall be taken, as outlined, during construction.	Being undertaken on a project by project basis and is the responsibility of each property owner for the construction on their property.
Part III, ¶ 10 (a)	Hurricane Evacuation	All residents of PCP must be provided, by Developer, with information regarding Hurricane vulnerability of the development.	Not yet due as there are no residents of the development. However, as owners develop their property, they are responsible for distribution of such information.

Part III, ¶ 10 (c)	Hurricane Evacuation	Prior to construction of Hulett Branch Bridge Crossing, Engineering Study will be performed to ensure soundness of Bridge during surge flow events.	Infrastructure not yet built. As such, no bridge is currently being prepared to be built. This bridge building has been assumed by the owner of the property on which the bridge is to be built. As such, this obligation belongs to the property owner.
Part III, ¶ 11 (a)	Affordable Housing	Prior to commencement of Phase II and III, Developer shall reanalyze impact of PCP on affordable housing.	Given the amount of proposed apartment complexes and high-density residential development, this requirement is terminated.
Part III, ¶ 11 (b)	Affordable Housing	Any addition to the DRI shall require a new analysis of the impact on affordable housing.	Given the amount of proposed apartment complexes and high-density residential development, this requirement is terminated.
Part III, ¶ 12 (a)	Police and Fire Protection	Developer shall deed a fire station which is up to 6 acres in total.	This requirement has not yet been required as the City has not requested title to the proposed fire station.
Part III, ¶ 13 (a)	Recreation and Open Space	Developer shall design, permit and construct offsite trial systems as identified therein.	The Developer has completed this requirement and subsequently reduced the performance bonds identified herein accordingly.
Part III, ¶ 13 (d)	Recreation and Open Space	City shall convey back to Developer Tract A and Developer shall convey to City Tract 20 as the alternate Park Site.	This item has been completed.
Part III, ¶ 13(f)	Recreation and Open Space	Developer shall provide access to the Tract 20 from US 1 through Tracts 17 and 18 to access the City Park. This	At this time, no access has been requested and no waiver of this requirement has occurred.

		requirement is waivable by both parties.	
Part III, ¶ 14	Education	Developer shall dedicate to the Flagler County School Board a 25-acre parcel for school construction.	This dedication has occurred and has been satisfied.
Part III, ¶ 17	Right of Way Dedication	The Owner of Tract 17 shall convey to the City of Palm Coast, at the time of Platting Tract 17, a 100' wide right of way for the creation of Peavy Grade (a/k/a Wellfield Grade). The dedicated roadway shall be approximately where the current dirt road exists.	No platting has occurred yet. As such, this requirement has not yet been triggered.
Part III, ¶ 18	Wastewater Easement	The Owner of Tract A shall convey, to the City of Palm Coast, a twenty (20) foot wide easement identified as Exhibit "M" to the DRI.	This requirement is currently being coordinated with the owner of the appropriate Tract A.

Sketch and Description:

THIS IS NOT A SURVEY

Exhibit "M"

Legal Description:

A STRIP OF LAND 20 FEET IN WIDTH, LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) (RIGHT-OF-WAY VARIES) LOCATED WITHIN GOVERNMENT SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA BEING 10 FEET (AS MEASURED PERPENDICULARLY) ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 WITH THE NORTHERLY LINE OF SAID GOVERNMENT SECTION 4, SAID EASTERLY RIGHT-OF-WAY LINE ALSO BEING THE WESTERLY LINE OF A 100 FOOT MULTI-USE EASEMENT KNOWN AS LINEAR PARK, AS RECORDED IN OFFICIAL RECORDS BOOK 1570, PAGE 942, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY SECTION LINE SOUTH 14°05'29" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND WESTERLY EASEMENT LINE FOR A DISTANCE OF 284.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY AND EASEMENT LINE NORTH 75°54'31" EAST, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID LINEAR PARK AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY EASEMENT LINE FOR THE FOLLOWING ELEVEN (11) COURSES; (1) THENCE RUN NORTH 81°58'40" EAST, A DISTANCE OF 161.01 FEET; (2) THENCE RUN NORTH 84°49'40" EAST, A DISTANCE OF 133.75 FEET; (3) THENCE RUN NORTH 82°56'10" EAST, A DISTANCE OF 217.48 FEET; (4) THENCE RUN NORTH 85°06'01" EAST, A DISTANCE OF 95.16 FEET; (5) THENCE RUN NORTH 83°55'43" EAST, A DISTANCE OF 376.01 FEET; (6) THENCE RUN NORTH 85°13'57" EAST, A DISTANCE OF 99.55 FEET; (7) THENCE RUN NORTH 82°58'58" EAST, A DISTANCE OF 364.21 FEET; (8) THENCE RUN NORTH 81°47'47" EAST, A DISTANCE OF 199.27 FEET; (9) THENCE RUN NORTH 85°00'12" EAST, A DISTANCE OF 100.42 FEET; (10) THENCE RUN SOUTH 80°52'11" EAST, A DISTANCE OF 100.15 FEET; (11) THENCE RUN SOUTH 75°43'23" EAST, A DISTANCE OF 159.41 FEET TO A POINT OF TERMINUS, SAID POINT BEING LOCATED ON EASTERLY LINE OF A PARCEL OF LAND LOCALLY KNOWN AS TRACT A, ALSO BEING THE WESTERLY LINE OF A PARCEL OF LAND LOCALLY KNOWN AS TRACT 21 PER PALM COAST PARK DRI. SAID SIDE LINES TO EXTEND OR SHORTEN TO INTERSECT WITH THE EASTERLY LINE OF SAID LINEAR PARK AND THE EASTERLY LINE OF SAID TRACT A.

ENCOMPASSING 40,128 SQUARE FEET OR 0.92 ACRE MORE OR LESS.

Abbreviation Legend:

(A) - ACTUAL	Δ - DELTA	GOV'T - GOVERNMENT	PC - POINT OF CURVATURE	R30E - RANGE 30 EAST
APPROX - APPROXIMATE	(D) - DEED	IP - IRON PIPE	PCC - POINT OF COMPOUND CURVATURE	R - RADIUS
AVG - AVERAGE	(DE) - DEED EXCEPTION	IR - IRON ROD	PCP - PERMANENT CONTROL POINT	RAD - RADIAL
(BB) - BEARING BASIS	DEPT - DEPARTMENT	IR&C - IRON REBAR & CAP	PG - PAGE	REC - RECOVERED
BLDG - BUILDING	D/U - DRAINAGE AND UTILITY EASEMENT	L - ARC LENGTH	PGS - PAGES	REV - REVISION
BM - BENCH MARK	ELEV - ELEVATION	LB# - LICENSED BUSINESS NUMBER	PI - POINT OF INTERSECTION	RP - RADIUS POINT
(C) - CALCULATED	EOP - EDGE OF PAVEMENT	(M) - MEASURED	POB - POINT OF BEGINNING	R/W - RIGHT-OF-WAY
C - CHORD	ESMT - EASEMENT	N & D - NAIL AND DISK	POC - POINT OF COMMENCEMENT	SEC 4 - SECTION 4
CB - CHORD BEARING	ESMT - EASEMENT	NR - NON-RADIAL	POL - POINT ON LINE	SQ - SQUARE
CCR # - CERTIFIED CORNER RECORD NUMBER	FF - FINISH FLOOR	NSI - NO SURVEYOR IDENTIFICATION	PRC - POINT OF REVERSE CURVATURE	SQ FT - SQUARE FEET
C/L - CENTERLINE	FND - FOUND	NT - NON-TANGENT	PRM - PERMANENT REFERENCE MONUMENT	TB - TANGENT BEARING
CM - CONCRETE MONUMENT	FP&L - FLORIDA POWER AND LIGHT	ORB - OFFICIAL RECORDS BOOK	PT - POINT OF TANGENCY	T11S - TOWNSHIP 11 SOUTH
CONC - CONCRETE	(G) - GRID (STATE PLANE)	OR - OFFICIAL RECORDS BOOK	W/ - WITH	(TYP) - TYPICAL
COR - CORNER		PB - PLAT BOOK		UE - UTILITY EASEMENT
		FS - FLORIDA STATUTE		

Surveyor's Notes:

- COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5), BEING S 14°05'29" E.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR. NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Surveyor's Certification:

Certified to: City of Palm Coast

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on September 20, 2019. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By:

STATE OF FLORIDA
Jeffrey W. Petterson
Professional Surveyor and Mapper
Florida Registration No. 6384

TITLE BLOCK ABBREVIATIONS
Eng. = ENGINEERING L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL
Landscape = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED
No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT

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SHEETS 1 THRU 3 OF 3.

Date: 09/20/19 Job No. O6276.02
Drawn by: B.J.B. Scale: N/A File: US-1_REC_ESMT

cph
www.cphcorp.com

Prepared By:
CPH, Inc.

Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

20' UTILITY EASEMENT
SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
FLAGLER COUNTY, FLORIDA

SKETCH AND DESCRIPTION

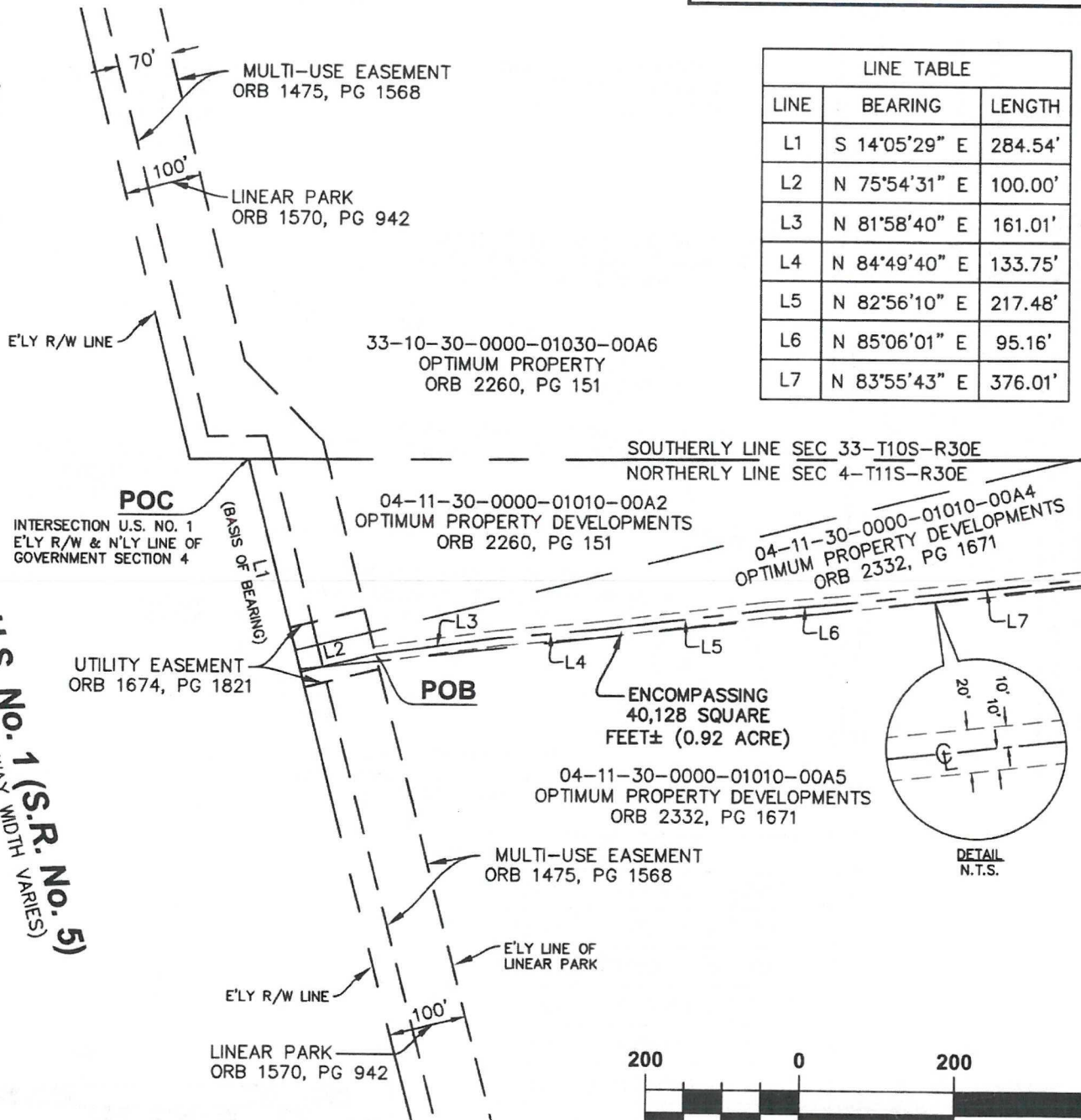
Sheet
1
1 of 3

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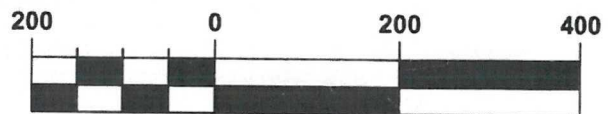
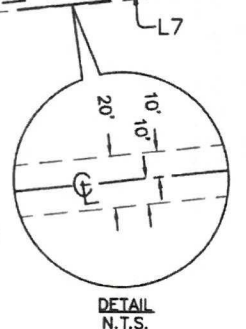
520 Palm Coast Pkwy SW ~ Palm Coast, FL 32137 ~ Ph: 386.445.6569

Sketch and Description:

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MATCH LINE SEE SHEET 3 OF 3



Graphic Scale in Feet

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Date: 09/20/19 Job No. 06276.02
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Licenses:
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 Survey L.B. No. 7143
 Arch. Lic. No. AA2600926
 Landsc. Lic. No. LC0000298

20' UTILITY EASEMENT
 SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
 FLAGLER COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet
2
2 of 3

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33-10-30-0000-01030-00A6
OPTIMUM PROPERTY
ORB 2260, PG 151

EASTERLY LINE SEC 33-T11S-R30E
WESTERLY LINE SEC 34-T11S-R30E

34-10-30-0000-01010-0080
OPTIMUM PROPERTY
ORB 2332, PG 1671

34-10-30-0000-01010-0000
PALM COAST LAND LLC
ORB 788, PG 22

33-10-30-0000-01030-00A3
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

34-10-30-0000-01010-0040
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

SOUTHERLY LINE SEC 34-T10S-R30E
NORTHERLY LINE SEC 3-T11S-R30E

34-10-30-0000-01010-0060
LIFE CHURCH INC
ORB 2178, PG 317

MATCH LINE SEE SHEET 2 OF 2

L8

L9

L10

L11

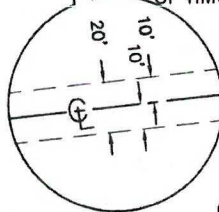
L12

L13

03-11-30-0000-01010-0061
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

W'LY LINE
TRACT 21

E'LY LINE
TRACT A



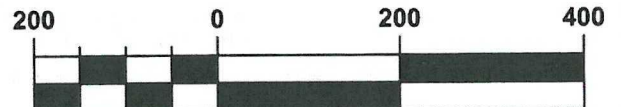
DETAIL
N.T.S.

03-11-30-0000-01010-0022
OPTIMUM PROPERTY DEVELOPMENTS
ORB 2332, PG 1671

EASTERLY LINE SEC 4-T11S-R30E
WESTERLY LINE SEC 3-T11S-R30E

LINE TABLE

LINE	BEARING	LENGTH
L8	N 85°13'57" E	99.55'
L9	N 82°58'58" E	364.21'
L10	N 81°47'47" E	199.27'
L11	N 85°00'12" E	100.42'
L12	S 80°52'11" E	100.15'
L13	S 75°43'23" E	159.41'



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Date: 09/20/19

Job No. 06276.02

Drawn by: B.J.B.

Scale: 1"=200'

File: US-1_REC_ESMT



Prepared By:
CPH, Inc.

Licenses:

Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Landscape Lic. No. LC0000298

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20' UTILITY EASEMENT

SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
FLAGLER COUNTY, FLORIDA

SKETCH AND DESCRIPTION

Sheet

3

3 of 3

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Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

Return to:
City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Parcel Id: 03-11-30-0000-01010-0022
03-11-30-0000-01010-0061
04-11-30-0000-01010-00A5
04-11-30-0000-01010-00A4

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2019, by and between **OPTIMUM PROPERTY DEVELOPMENTS LLC**, a Florida limited liability company, whose address is 6996 Piazza Grande Ave., Suite 202, Orlando, FL 32835 ("Grantor") and the **CITY OF PALM COAST**, ("Grantee") whose address is 160 Lake Avenue, Palm Coast, FL 32164.

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Palm Coast, Flagler County, Florida, more particularly described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive public utility easement to, over, under, upon, across and through that certain portion of the Property which is described on Exhibit "B" attached hereto (hereinafter referred to as the "Easement Area"), for the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees, of public utility lines, mains, pipes, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances (hereinafter referred to as the "Utilities"); and

WHEREAS, Grantor warrants that he has full authority to grant this easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Utilities, provided that all such Utilities shall be installed underground.

3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Utilities located within the Easement Area.

4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.

5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.

6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.

7. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.

8. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

9. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Recordation. The original of this agreement shall be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.

11. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the lands described in Exhibit "A" and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Utility Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

(print)

(print)

GRANTOR

OPTIMUM PROPERTY DEVELOPMENTS
LLC, a Florida limited liability company

By: _____
Yeh-Shan Chiang, Manager

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Yeh-Shan Chiang, Manager of OPTIMUM PROPERTY DEVELOPMENTS LLC, a Florida limited liability company (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Notary Public
Print Name: _____
My Commission expires: _____

WITNESSES:

(print)

(print)

GRANTEE

CITY OF PALM COAST

By:

Matthew Morton, City Manager

ATTEST:

Virginia A. Smith, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Matthew Morton, City Manager of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

EXHIBIT "A"
PROPERTY

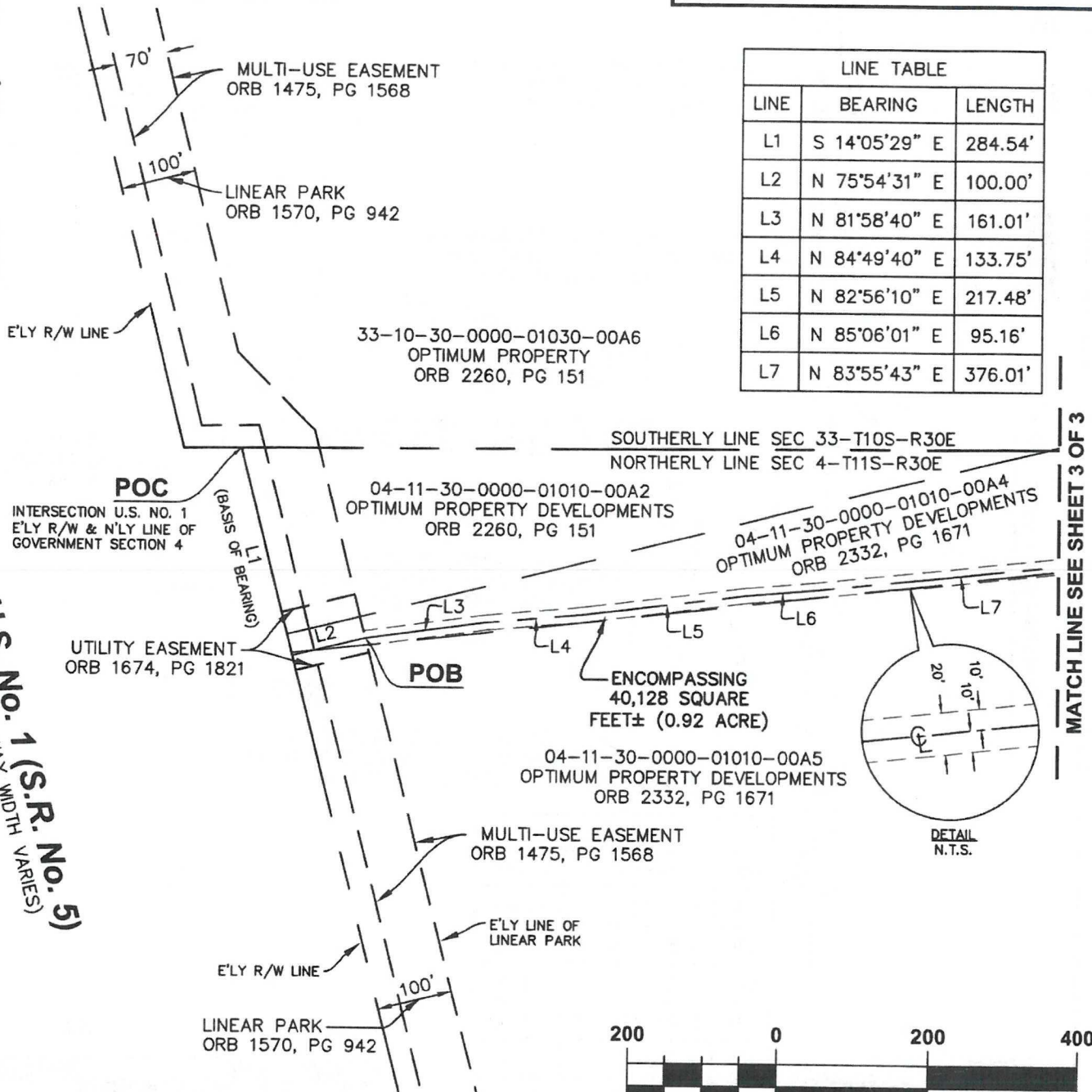
A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 IN GOVERNMENT SECTIONS 33 AND 34, TOWNSHIP 10 SOUTH, RANGE 30 EAST, AND IN SECTIONS 3 AND 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, BEING A PORTION OF PARCEL 1003, RECORDED IN OFFICIAL RECORDS BOOK 788, PAGES 2 THROUGH 21, AND A PORTION OF PARCEL 902, RECORDED IN OFFICIAL RECORDS BOOK 792, PAGES 1902 THROUGH 1917, OF THE PUBLIC RECORDS OF AND LYING WITHIN FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A POINT OF REFERENCE BEING THE NORTHWEST CORNER OF GOVERNMENT SECTION 3, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE N00°44'40"W ALONG THE EAST LINE OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST, A DISTANCE OF 71.98 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EAST LINE OF SECTION 33 N75°54'31"E FOR A DISTANCE OF 699.17 FEET; THENCE S13°03'04"E FOR A DISTANCE OF 1420.96 FEET; THENCE S78°07'43"W FOR A DISTANCE OF 2046.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE N14°05'29"W ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 61.50 FEET; THENCE N75°54'31"E DEPARTING SAID RIGHT-OF-WAY FOR A DISTANCE OF 60.00 FEET; THENCE N14°05'29"W FOR A DISTANCE OF 60.00 FEET; THENCE S75°54'31"W FOR A DISTANCE OF 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE N14°05'29"W ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 1219.96 FEET; THENCE N75°54'31"E FOR A DISTANCE OF 1371.30 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT "B"
EASEMENT AREA

Sketch and Description:

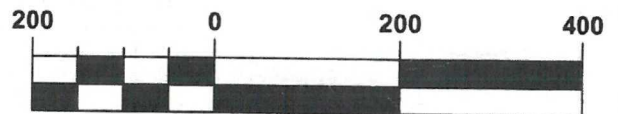
THIS IS NOT A SURVEY



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 14°05'29" E	284.54'
L2	N 75°54'31" E	100.00'
L3	N 81°58'40" E	161.01'
L4	N 84°49'40" E	133.75'
L5	N 82°56'10" E	217.48'
L6	N 85°06'01" E	95.16'
L7	N 83°55'43" E	376.01'

MATCH LINE SEE SHEET 3 OF 3

U.S. No. 1 (S.R. No. 5)
(RIGHT-OF-WAY WIDTH VARIES)



Graphic Scale in Feet

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Prepared By:
CPH, Inc.
 Licenses:
 Eng. C.O.A. No. 3215
 Survey L.B. No. 7143
 Arch. Lic. No. AA2600926
 Landsc. Lic. No. LC0000298

20' UTILITY EASEMENT
 SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
 FLAGLER COUNTY, FLORIDA

SKETCH AND DESCRIPTION

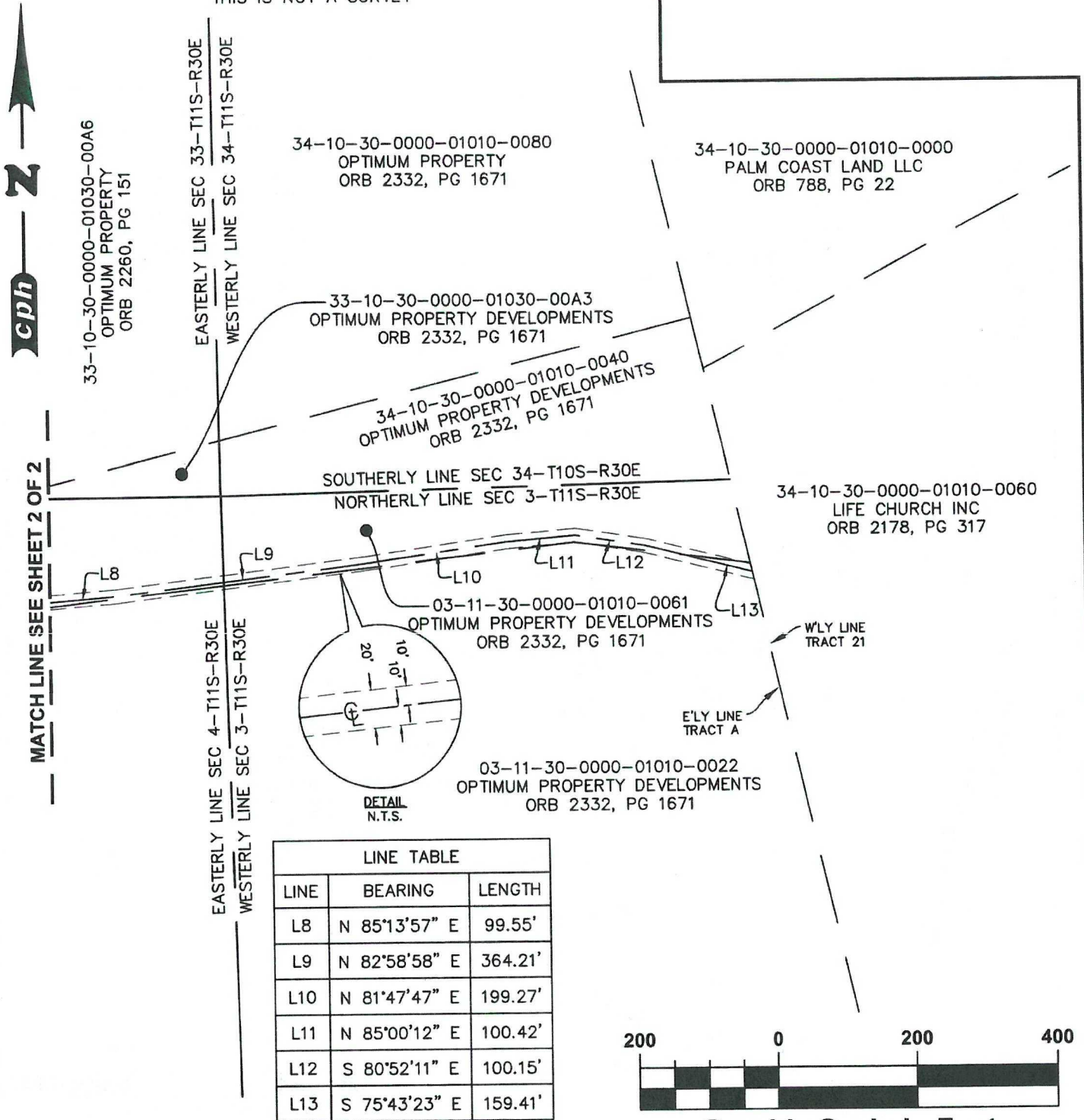
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Sketch and Description:

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20' UTILITY EASEMENT
 SECTIONS 3 & 4-TOWNSHIP 11 SOUTH-RANGE 30 EAST
 FLAGLER COUNTY, FLORIDA

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 3 of 3
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PALM COAST PARK

Exhibit "N"

Google Maps



Imagery ©2019 Google, Imagery ©2019 Maxar Technologies, U.S. Geological Survey, Map data ©2019 500 ft



PALM COAST PARK

Exhibit "O"

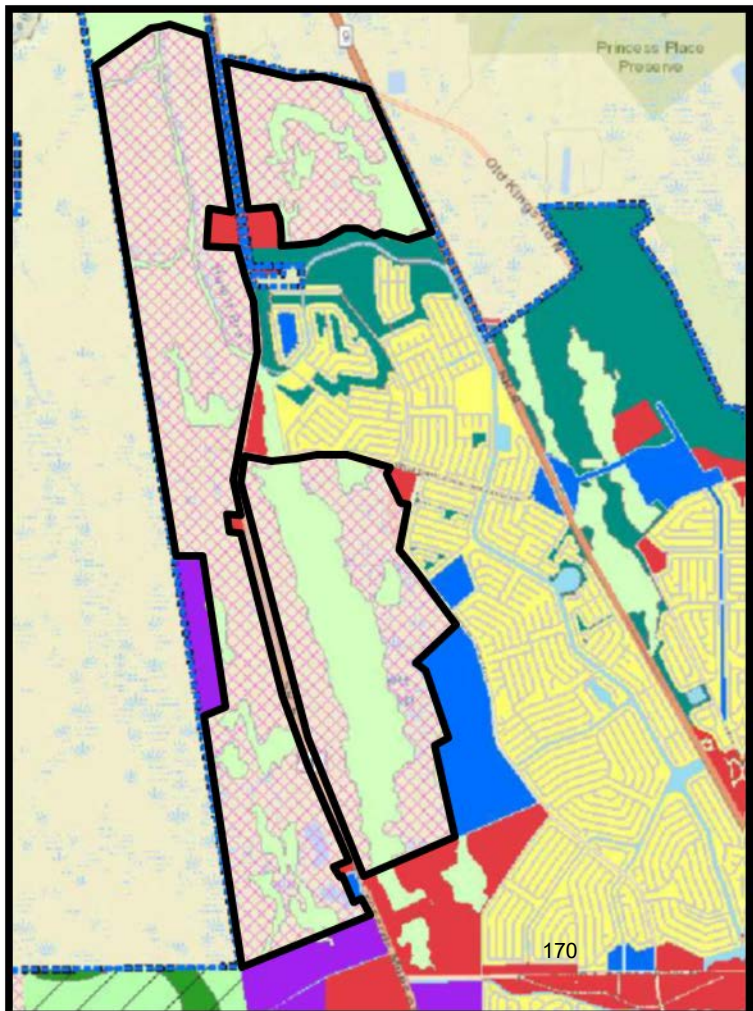
Google Maps



Imagery ©2019 Google, Imagery ©2019 Maxar Technologies, U.S. Geological Survey, Map data ©2019 200 ft

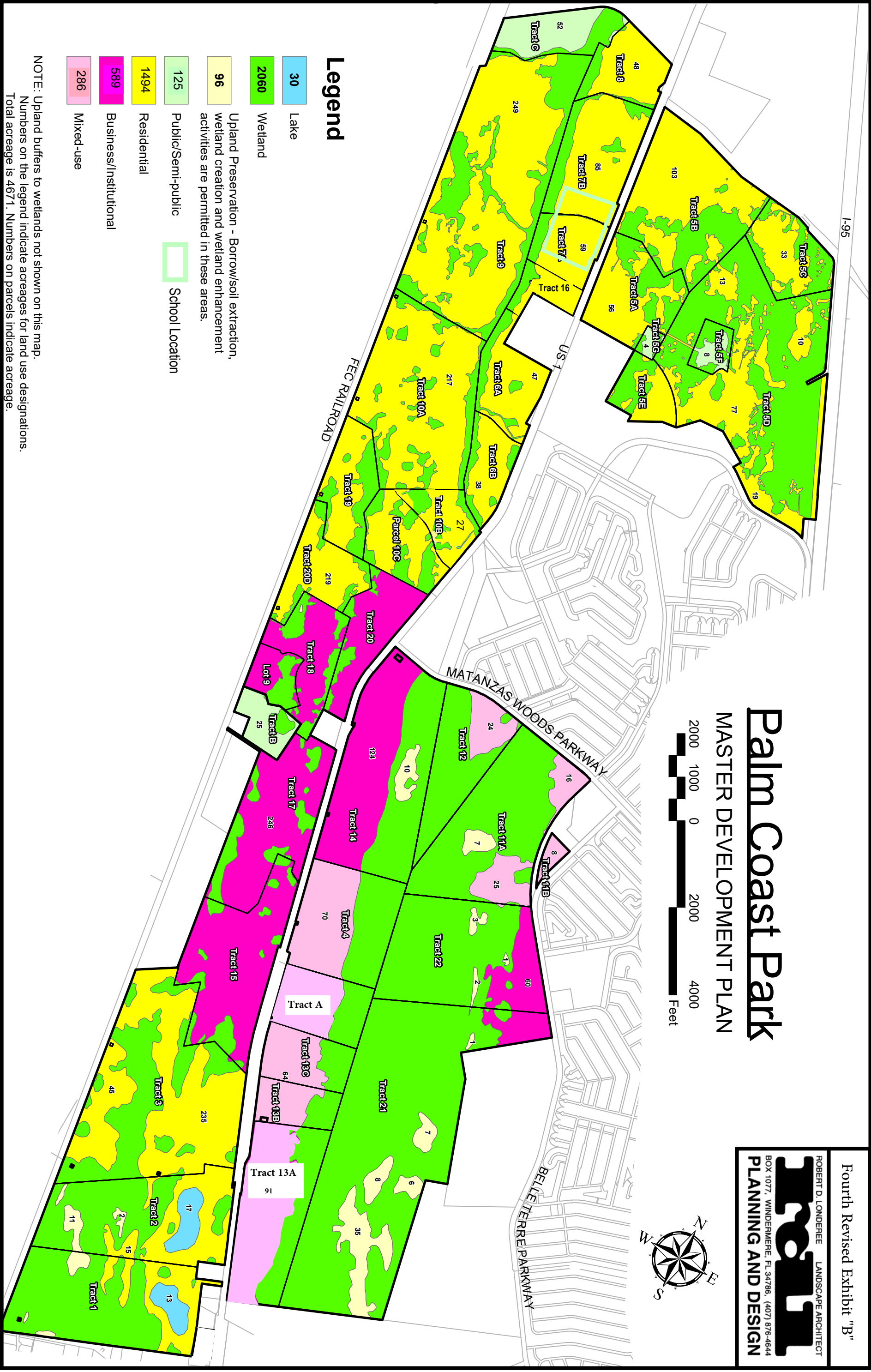
Princess Place
Preserve

Oto Kungwa Rd



Palm Coast Park

MASTER DEVELOPMENT PLAN



City of Palm Coast, Florida

Agenda Item

Agenda Date: December 4, 2019

Department	PLANNING	Amount
Item Key	7432	Account
		#
<p>Subject AN AMENDMENT TO THE PALM COAST PARK MASTER PLANNED DEVELOPMENT-DEVELOPMENT AGREEMENT TO ALLOW RESIDENTIAL HIGH DENSITY USE ON TRACTS 15, 17, AND 20; ALLOW RESIDENTIAL MEDIUM DENSITY USE ON TRACT 22, ALLOW COMMERCIAL ON TRACT 17, AND LIMIT INDUSTRIAL USES</p>		
<p>Background: Palm Coast Park Master Planned Development is a 4,579+/- acre Master Planned Development. The proposed amendment is a repurposing of certain tracts in the MPD at the request of the Declarant/Master Developer for Palm Coast Park DRI.</p> <p>The DA amendment will accomplish the following:</p> <ul style="list-style-type: none"> • Permit Residential Medium Density use on Tract 22, • Permit Residential High Density use on Tracts 15, 17, and 20, • Permit Commercial on Tract 17, and • Limit Industrial uses to Tracts along US-1 <p>Analysis:</p> <p>The proposed amendment is consistent with criteria established in the Land Development Code (LDC) based on the following:</p> <ul style="list-style-type: none"> • Consistency with the Comprehensive Plan – promote opportunities to provide housing opportunities near services; proposed uses are along areas served by infrastructure (no expansion of development area) • Consistency with surrounding land uses – the addition of residential uses on the proposed Tracts is consistent with the other land uses in the surrounding area, (Palm Coast Park DRI along US-1 permits residential uses, the Tract 22 along Belle Terre Pkwy. is across the street from a mix of institutional uses (church, fire station, future park site, and single-family residential) • The amendment furthers the vision within the MPD to create a mixed use community with a variety of housing types along with a mix of non-residential uses, and • The amendment will not result in additional impacts to environmental or natural resources since the amendment does not propose to increase the developable area of the project. 		
<p>Recommended Action: Staff is recommending that the Planning and Land Development Regulation Board recommend Approval of the proposed amendment to the Palm Coast Park Master Planned Development – Development Agreement.</p>		

**ORDINANCE 2019-XX
FOURTH AMENDMENT TO THE PALM COAST PARK MASTER
PLANNED DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT
APPLICATION #4087**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PALM COAST, FLORIDA, PROVIDING FOR THE FOURTH
AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
PALM COAST PARK MASTER PLANNED DEVELOPMENT
(MPD); ALLOWING RESIDENTIAL HIGH USE ON TRACTS 15,
17, 20; ALLOWING RESIDENTIAL MEDIUM USE ON TRACT 22;
ALLOWING COMMERCIAL ON TRACT 17; AND LIMITING
INDUSTRIAL USE TO TRACTS ALONG ON US-1; PROVIDING
FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City wishes to initiate this application applicable to real property consisting of approximately 4,579+/- acres (“Property”) with property generally located along both sides of U.S. Hwy. 1, extending from Palm Coast Parkway to Old Kings Road, more particularly described within the Palm Coast Park Master Planned Development Agreement (MPD DA) in Exhibit “A”; and

WHEREAS, in October of 2011, the City approved the MPD DA on the Property, as recorded in O.R. Book 1840, page 1416, of the Public Records of Flagler County; and

WHEREAS, the master developer of the Palm Coast Park Development of Regional Impact (DRI) initiates this amendment to the MPD DA to provide flexibility in permitted uses along major arterials; and

WHEREAS, this amendment to permitted uses provides an opportunity to add greater variety of residential types in Palm Coast as it continues to grow; and

WHEREAS, the City of Palm Coast City Council (“City Council”) finds that this Amendment has been properly conditioned with terms and restrictions to be consistent with the City’s Comprehensive Plan (2035) (“Comp Plan”) and Unified Land Development Code (“LDC”) and that the conditions, terms, restrictions, and requirements set forth herein are necessary to ensure compliance with the Comprehensive Plan and LDC and the protection of the public health, safety, and welfare of the citizens of the City; and

WHEREAS, the City Council further finds that this Amendment 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, additional conditions of approval may also be included within the minutes of relevant meetings of the Planning & Land Development Regulation Board and City Council. Furthermore, any representations or promises made by the Applicant during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

WHEREAS, as required by code, this Amendment is part of a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes; and

WHEREAS, the Applicant intends to maintain the classification of MPD with this Amendment, and to develop the Property as an MPD as set forth in the MPD DA and this Amendment; and

WHEREAS, the Applicant's application for a Master Plan Development is approved subject to the MPD DA's and the Amendment's terms and conditions; and

WHEREAS, the Planning and Land Development Regulation Board and City Staff of the City of Palm Coast, have found this requested change and recommended conditions of approval to be consistent with the City of Palm Coast Comp Plan and have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Palm Coast held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and the recommendation of the Planning and Land Development Regulation Board and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder, and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. Master Planned Development - Development Agreement (MPD DA) Amendment.

The MPD DA Amendment and its exhibits attached hereto as Exhibit "A", with all appropriate signatures and joinders, is hereby adopted and approved by the City Council

of the City of Palm Coast and shall constitute the regulations for the specific MPD District. The Amendment shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.

SECTION 3. Conflicts. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared 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 Code.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this ____ day of _____ 2019.

Adopted on the second reading after due public notice and hearing this ____ day of _____ 2020.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments:

Exhibit "A" – Fourth Amendment to Palm Coast Park MPD-DA

EXHIBIT “A”
FOURTH AMENDMENT TO PALM COAST PARK MPD-DA

Prepared by and Return to:
City of Palm Coast
160 Lake Ave.
Palm Coast, Florida, 32164

----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

PALM COAST PARK
MASTER PLAN DEVELOPMENT AGREEMENT
(34rd Amended, Restated, & Reformatted)

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (this "Development Agreement") is made and executed this ____ day of _____, 20__ by and between the **City of Palm Coast**, a Florida municipal corporation (the "City"), with an address at 160 Lake Avenue, Palm Coast, Florida, 32164, and the master developer of the subject property, **Palm Coast Land, LLC**, a Florida limited liability company with an address at 145 City Place, Suite 300, Palm Coast, Florida, 32164; and

WHEREAS, the Palm Coast Park Master Planned Development (MPD) consists of approximately 4,579 acres located in the City of Palm Coast, Flagler County, Florida, as more particularly described on **Exhibit "A"** hereto (the "Subject Property"); and

WHEREAS, the City's Comprehensive Plan shows the Subject Property designated as a Mixed Use DRI with portions denoted Village Center on its Future Land Use Map; and

WHEREAS, the Subject Property is known as Palm Coast Park which is a Development of Regional Impact (the "Palm Coast Park DRI") and is divided into tracts which are shown on **Exhibit "B"** hereto (the "Tract Map"); and

WHEREAS, the Palm Coast Park Development of Regional Impact Development Order (the "DO") was approved by the City on December 7, 2004, and recorded

December 10, 2004, in Official Records Book 1177, Page 1796, of the Public Records of Flagler County, Florida; and

WHEREAS, thereafter Resolution 2005-03 providing for clarification of the DO was recorded on March 16, 2005, in Official Records Book 1215, page 1424, of the Public Records of Flagler County, Florida; and

WHEREAS, and the Palm Coast Park Development of Regional Impact Amended and Restated Development Order (the "Amended and Restated DO") was approved by the City effective July 17, 2007 (Resolution # 2007-105), the DRI-DO being duly recorded on July 23, 2007, in Official Records Book 1600, and Page 49, of the Public Records of Flagler County, Florida; and

WHEREAS, on October 4, 2011, the City Council approved Resolution #2011-93, the 2nd Amended and Restated DRI DO to incorporate changes to phasing dates, acreage of total development, acreage of common area, updating map exhibits, and certain conditions related to recreation, the DRI-DO being duly recorded on October 20, 2011, in Official Records Book 1838, and Page 834, of the Public Records of Flagler County, Florida; and

WHEREAS, on September 5, 2017, City Council approved Resolution # 2017-100, the 3rd DRI Amendment to allow conversion of 94 acres of land designated for Business/Institutional uses to Residential use, the DRI-DO being duly recorded on January 16, 2018, in Official Records Book 2253, and Page 339; of the Public Records of Flagler County, Florida; and

WHEREAS, on January 16, 2018, City Council approved Resolution # 2018-07, an update to the 3rd DRI amendment (the fourth amendment) to relocate borrow/soil

extraction activities to more appropriate locations within the DRI, the DRI-DO being duly recorded on November 11, 2018, in Official Records Book 2321, and Page 526, of the Public Records of Flagler County, Florida; and

WHEREAS, on October 16, 2018 the City Council approved Resolution # 2018-140, the 5th Amendment to the Palm Coast Park DRI DO which allows an additional 1,000 residential units and creates conditions to mitigate the impact of the additional units and amend the permitted uses on certain tracts, the DRI-DO being duly recorded on November 11, 2018, in Official Records Book 2321, and Page 528, of the Public Records of Flagler County, Florida; and

WHEREAS, on March 5, 2019, the City Council approved Resolution # 2019-20, the ~~6th~~Sixth Amendment to the Palm Coast Park DRI DO which deleted ~~a~~ a 6.1 acre parcel from the DRI boundaries being duly recorded on May 20, 2019, in Official Records Book 2356, Page 317, of the Public Records of Flagler County, Florida; and

WHEREAS, on _____, October 1, 2019, the City Council approved Resolution # 2019-88, the ~~7th~~Seventh Amendment to the Palm Coast Park DRI DO which amended the permitted uses on Tract 10B from Public/Semipublic to Residential and Tract 16 from Business/Institutional to Residential, along with housekeeping amendments based on previously approved amendments to the DO being duly recorded in Official Records Book 2397, Page 0935, of the Public Records of Flagler County, Florida; and

WHEREAS, on _____, the City Council approved Resolution # _____, the Eight Amendment to the Palm Coast Park DRI DO which amended the DRI DO; and

WHEREAS, the Amended and Restated DRI DO allows the following uses to be developed and located on the Subject Property: 4,960 residential units; 1,317,800 square

feet of commercial space; 800,000 square feet of industrial space; 800,000 square feet of office space; 100,000 square feet of institutional space; and one public school, fire and rescue stations and other public facilities that are required by the Amended and Restated DRI DO (the "Approved Uses"), provided that the Approved Uses shall remain subject to conversion as provided for in Part II, Section 4 of the Amended and Restated DRI DO; and

WHEREAS, a portion of the Subject Property, now known as Palm Coast Park DRI Tracts 6a, 6b, 7a, 7b, 8, 9, 10a, 10b, 10c and 16, was rezoned Planned Unit Development pursuant to Ordinance 2007-06 RZ-PUD-07-02 Sawmill Creek Planned Unit Development (the "Sawmill Creek PUD") that was approved by the City in April 2007 and recorded in the Flagler County Public Records, Book 1566, Page 1709; and

WHEREAS, a portion of the Subject Property, now known as Palm Coast Park DRI Tracts 4, 5a, 5b, 5c, 5d, 5e, 5f, 5g, 6a, 6b, 7a, 7b, 8, 9, 10a, 10b, 10c, 16 and 20, was rezoned to Master Planned Development ("MPD") pursuant to Ordinance 2008-23 titled "Official Zoning Map Amendment to implement Unified Land Development Code" that was approved by the City in October 2008; and

WHEREAS, remaining portions of the Subject Property, known as Palm Coast Park DRI Tracts 1, 2, 3, 11A, 11B, 12, 13A, 13B, 13C, 14, 15, 17, 18, 19, 21, 22 and A was rezoned to Master Planned Development ("MPD") pursuant to Ordinance 2011-19 titled "Palm Coast Park Master Plan Development Agreement" that was approved by the City on October 18, 2011 and recorded in the Flagler County Public Records, Book 1840, Page 1416; and

WHEREAS, an amendment to the Palm Coast Park MPD – Development Agreement was approved by the City Council on September 19, 2017 through Ordinance 2017-12 and recorded in the Flagler County Public Records, Book 2253, Page 327; and

WHEREAS, an amendment to the Palm Coast Park MPD – Development Agreement was approved by the City Council on November 6, 2018 through Ordinance 2018-26 and recorded in the Flagler County Public Records, Book 2321, Page 539; and

WHEREAS, the City Council finds that this Development Agreement is consistent with the ~~Seventh-Eighth~~ Amended and Restated DRI-DO (Resolution# 2019-____), the City's Comprehensive Plan and Unified Land Development Code (the "LDC"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

WHEREAS, the 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 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 Owners that the Owners' Application for a MPD 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 Owners have relied.

SECTION 2. REPRESENTATIONS OF OWNERS.¹

(a) The Owners hereby represent and warrant to the City that they are the Owners of the Subject Property in accordance with the title opinion provided by the Owners to the City issued by an attorney or title insurance company licensed to provide services in the State of Florida, with the title opinion showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

(b) The Owners represent and warrant to the City that they have 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 Owners 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) 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, with the exception of the following, all of which are related to the Palm Coast Community Development District Special Assessment Bonds, Series 2006: Notice of Establishment of the Palm Coast Park Community Development District,

¹ As of 2019, much of the Subject Property has been sold to other owners.

as recorded in Official Records Book 1389, Page 1214; Declarations of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments, as recorded in Official Records Book 1439, Page 10 and Official Records Book 1439, Page 20; True Up Fee Agreement recorded in Official Records Book 1439, Page 28 and Notice of Collection Agreement for Special Assessments recorded in Official Records Book 1439, Page 1860, all of the Public Records of Flagler County, Florida. It is the responsibility of the Owners to ensure that said subordinations occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement.

SECTION 3. APPROVAL OF MASTER PLANNED DEVELOPMENT.

(a) MPD zoning for the Subject Property, as approved by the City, is subject to the terms and conditions of this Development Agreement.

(b) The Owners acknowledge that, if this Development Agreement is ever terminated, the approval shall be deemed null and void and the uses approved for the Subject Property shall no longer be permitted, and all properties affected by this Development Agreement shall be subject to rezoning.

(c) The provisions of the LDC shall be applicable to the Subject Property unless otherwise specifically stated herein.

SECTION 4. PERMITTED USES.

(a) The term "Subject Property" includes Palm Coast Park DRI Tracts 1, 2, 3, 4, 5A, 5B, 5C, 5D, 5E, 5F, 5G, 6A, 6B, 7A, 7B, 8, 9, 10A, 10B, 10C, 11A, 11B, 12, 13A, 13B, 13C, 14, 15, 16, 17, 18, 19, 20, 21, 22 and A, as shown on **Exhibit "B"** hereto. Palm Coast Park DRI Tract B which is Public/Semipublic (PSP) and Tract C which is

Preservation (PRS) are not included in or subject to this Development Agreement. The permitted land uses on the Subject Property shall consist of the following categories: Commercial; Office; Industrial; Institutional; Public; Residential.

(b) Subdivision Master Plan. On certain MPD tracts within the Subject Property a mixture of Non-Residential and Residential land uses are permitted. In the case of those tracts, at the commencement of the platting process, a subdivision master plan shall be submitted designating the location of each LDC zoning category as depicted in Table 4-2. The assigned LDC zoning category shall be consistent with the land use category. For example, if the Subdivision Master Plan is to include Commercial and Residential land use, the specific zoning category (i.e. COM-1, OFC-1, MFR-2) shall be designated on the respective area of the Subdivision Master Plan and shall comply with the applicable, dimensional and other standards specified within this Development Agreement and/or LDC. Commercial, Office, any combination of Residential, with Institutional and Public uses, shall be permitted in the Flex-Uses areas in accordance with Table 4-1.

(i) Table 4-1 indicates that the MPD tract uses that are permitted by this Development Agreement are consistent with the Amended and Restated DRI DO and further defines the uses that are shown on Exhibit "B" (Master Development Plan) of the Amended and Restated DRI DO.

TABLE 4-1

Tract No.	MPD Uses	Amended and Retitled DRI DO Land Uses	LDC Zoning Category
Tract 1	Residential High Density	Residential	MFR-2
Tract 2	Residential Low Density	Residential	SFR-1
Tract 3	Residential Low Density	Residential	SFR-1

TABLE 4-1

Tract No.	MPD Uses	Amended and Retitled DRI DO Land Uses	LDC Zoning Category
Tract 4	Flex Uses - Residential Medium Density and Commercial ⁽¹⁾	Mixed-Uses	MFR-2, COM-1
Tract 5A	Residential High Density	Residential	MFR-2
Tract 5B	Residential Low Density	Residential	SFR-1
Tract 5C	Residential Low Density	Residential	EST-1
Tract 5D	Residential Low Density	Residential	SFR-1
Tract 5E	Residential Medium Density	Residential	MFR-2
Tract 5F	Public ⁽²⁾	Public/Semi-public	PSP
Tract 5G	Public ⁽²⁾	Public/Semi-public	PSP
Tract 6A	Residential Low Density	Residential	SFR-1
Tract 6B	Residential Low Density	Residential	SFR-1
Tract 7A	Residential Medium Density, Public	Residential	SFR-1, MFR-1, PSP, and P&G
Tract 7B	Residential Low & Medium Density, Public	Residential	SFR-1, MFR-1, PSP, and P&G
Tract 8	Residential Low Density	Residential	SFR-1
Tract 9	Residential Low Density	Residential	SFR-1, MFR-2
Tract 10A	Residential Low Density	Residential	SFR-1
Tract 10B	Residential Low Density	Residential	SFR-1
Tract 10C	Residential Low Density	Residential	SFR-1
Tract 11A	Flex Uses - Residential High Density and Commercial ⁽¹⁾	Mixed-Uses	MFR-2, COM-2
Tract 11B	Flex Uses - Residential High Density, and Commercial ⁽¹⁾	Mixed-Uses	MFR-2, COM-1
Tract 12	Flex Uses - Residential High Density and Commercial ⁽¹⁾	Mixed-Uses	MFR-2, COM-1
Tract 13A	Flex Uses - Commercial, Office, and Residential High Density	Business/Institutional	COM-3, OFC-2, MFR-2
Tract 13B	Flex Uses - Residential High Density and Commercial ⁽¹⁾	Mixed-Uses	MFR-2, COM-1
Tract 13C	Flex Uses - Residential High Density and Commercial ⁽¹⁾	Mixed-Uses	MFR-2, COM-1
Tract 14	Flex Uses - Commercial and Office	Business/Institutional	COM-3, OFC-2
Tract 15	Flex Uses - Commercial, Office, and Industrial , <u>and Residential Medium Density</u>	Business/Institutional	<u>COM-2</u> , COM-3, OFC-2, IND-1, <u>SFR-1</u> , <u>MFR-1</u>
Tract 16	Residential Medium Density	Residential	MFR-1
Tract 17	Flex Uses -- Commercial, Office, and Industrial , <u>and Residential High Density</u> ⁽²⁾⁽³⁾	Business/Institutional	OFC-2, IND-1, <u>COM-2</u> , <u>SFR-1</u> , and <u>MFR-2</u>
Tract 18	Flex Uses - Office and Industrial and Public ⁽²⁾	Business/Institutional	OFC-2, IND-1, PSP and P&G
Tract 19	Residential Low Density	Residential	SFR-1, PSP
Tract 20 (except Tract D)	Flex Uses -- Commercial, Office, <u>Residential High Density</u> , and Industrial ⁽²⁾	Business/Institutional/ <u>Residential</u>	COM-3, <u>COM-2</u> , <u>COM-1</u> , OFC-2, <u>OFC-1</u> , IND-1, PSP, <u>SFR-3</u>

TABLE 4-1

Tract No.	MPD Uses	Amended and Retitled DRI DO Land Uses	LDC Zoning Category
			SFR-2, SFR-1, MFR-2, MFR-1
Tract 20 (only Tract D)	Residential Low Density ⁽²⁾	Residential	SFR-1, PSP
Tract 21	Flex Uses – Commercial, Office and Institutional	Business/Institutional	COM-1, OFC-1, PSP
Tract 22	Flex Uses – Commercial, Office, and Institutional , and Residential Medium Density ⁽³⁾	Business/Institutional/ Residential	COM-1, OFC-1, PSP, SFR-1, and MFR-2
Tract "A"	Flex Uses – Residential High Density, Commercial, Office and Public ⁽²⁾	Mixed Uses	MFR-2, OFC-2, COM-2, PSP

⁽¹⁾Any one or combination of uses is permitted. Residential is permitted over non-residential uses. (See Section-11 - Neo-Traditional: Residential Over Commercial/Office Design Guidelines)

⁽²⁾Public includes schools, fire and rescue stations, parks and other public facilities. Public uses may be permitted in all Tracts.

⁽³⁾Also allows one convenience store with up to 12 vehicle fueling positions and an accessory restaurant with up to 1,500 square feet of building area and one drive-through service lane.

NOTE: ~~————(a)———~~ Residential uses for each zoning category shall be those listed in Table 3-2 of the LDC. Nonresidential and Mixed-Use Zoning districts shall be those listed in Table 3-4 of the LDC. Specific uses for each zoning category shall be those as listed in Table 3-2. Residential Zoning Districts-Use Table and Table 3-4. Non-Residential and Mixed-Use Zoning Districts-Use Table of the LDC as amended from time to time. In the future, should owners choose a use designated as a special exception in the Tables, owners must apply for approval of said special exception under the LDC in effect at the time of application.

(b) Dimensional Standards are included in Section 9 of this Development Agreement and supersede the LDC Dimensional Standards for each zoning category.

(c) Community RV/Boat Storage Facility Requirements

- RV/Boat storage facilities shall only be permitted when approved as an element of a master site development plan for residential development and can only be utilized for storage of RV/Boats for residents within the designated development. The facility shall not be used as a business and cannot be used to store business or fleet vehicles.
- The RV/Boat storage facility shall include a perimeter solid fence/ wall and gate(s). The height of such structure(s) shall be a minimum six-feet, not to exceed a maximum eight-feet in height. Decorative columns may extend six (6) inches above the height of the fence/wall. Walls shall be designed and constructed similar to the architectural theme, materials and colors of the associated development. Fences shall be installed with the finished side facing the exterior to the property.
- The exterior perimeter of the storage area shall provide a minimum 25 foot wide landscape buffer that shall include a combination of street trees, understory trees, shrubs, plants, turf and/or ground cover.
- The interior perimeter of the storage area shall provide a minimum 10 ft. wide landscape buffer that shall include continuous turf and/or ground cover.
- All perimeter landscape areas shall be irrigated.
- Site lighting shall be designed to prevent direct glare and light spillage on adjacent streets and on all adjacent properties.
- Storage areas shall be paved.

(d) A project entrance sign is permitted at the southeast corner of Tract 10B.

(e) Notwithstanding anything to the contrary contained herein, the Industrial use designation shall only be permissible on Tracts that have frontage on US-1.

SECTION 5. PROHIBITED USES.

The following uses are not permitted anywhere within the Subject Property:

Adult Oriented Businesses
Manufacturing, Heavy
Bail Bonding
Truck Stops
Landfills (construction debris, etc.)
Asphalt Manufacturing Plants
Animal Feed Lots
Deep Well Injection of Waste Products
Dog Farms
Hog & Poultry Farms
Junkyards, Salvage Yards
Motor Vehicle Race Tracks
Paper and Pulp Mills

SECTION 6. CONCEPTUAL DEVELOPMENT PLAN AND MODIFICATIONS THERETO.

(a) Residential density and commercial, office, industrial and institutional intensity will be allocated among the tracts on which those uses are allowed, generally as depicted on the Conceptual Development Plan that is attached as **Exhibit "C"** hereto, which depicts the "Project". Approval of subdivision master plans, site plans, or other applicable applications for each tract will be obtained from the City prior to development and may vary from the Conceptual Development Plan, provided that each is in compliance with the provisions of this Development Agreement.

(b) The conceptual locations of access points, internal roadways, lakes and other improvements, as shown on the Conceptual Development Plan (Exhibit "C"), are subject to change during the development review process and such modifications do not require amendment of this Development Agreement. Modifications to the conceptual

location of access points, internal roadways, lakes and other improvements may be requested by the owner and may be approved by the City Land Use Administrator, or his or her designee, during review of construction documents, site plans, preliminary plats and/or final plats for the Subject Property or portions thereof; provided, however, that the MPD development standards contained in this Development Agreement shall be maintained. Moreover, the City Land Use Administrator is authorized to approve modifications to the Conceptual Development Plan, construction documents, and final site plans for the Subject Property or portions thereof (collectively, "Plans" and individually, a "Plan"), so long as the applicable Plan(s) complies with the MPD development standards in this Development Agreement. This Development Agreement does not constitute a preliminary plat or final plat approval for the Subject Property and as such, the owners shall be required to obtain all necessary land use approvals, including preliminary and final plat approval.

SECTION 7. DENSITY AND INTENSITY.

Density and intensity for the project will be determined as follows:

(a) Wetlands: Development of the Palm Coast Park DRI shall not impact more than 185 acres of wetlands on the Subject Property.

(b) Residential:

Based upon the permitted uses Project-wide, average residential density on tracts which allow Residential uses, including Flex-Uses tracts, will be approximately 1.25 dwelling units per acre. The maximum density within each permitted Residential use category shall be restricted to the following:

(i) Residential Low Density up to six units per acre;

(ii) Residential Medium Density up to ten units per acre

(iii) Residential High Density up to twenty units per acre.

(c) Non-residential:

(i) Based upon the permitted uses Project-wide, average non-residential intensity, on tracts which allow Non-residential uses, including Flex-Uses tracts, will be less than 0.1 FAR.

(ii) Based upon the permitted uses project-wide, average non-residential impervious surface percentage, on tracts which allow Non-residential uses, including Flex-Uses tracts, will be less than 35 percent.

SECTION 8. PHASING OF DEVELOPMENT.

(a) ~~In accordance with the Amended and Restated DRI DO Part II General Conditions; Section 5 Phasing, Buildout and Expiration, t~~The Subject Property may be developed in multiple phases. All infrastructure necessary to support each project that is constructed on the Subject Property shall be constructed concurrently with or prior to construction of the project as approved by the City. Adequate emergency vehicle access and turnarounds shall be provided at all times. ~~Clearing of land shall be in accordance with each site plan approval, subject, however, to the provisions of Section 5(a). Groundwater Protection, of the Amended and Restated DRI DO. The phasing of the Palm Coast Park DRI ensures that development under this Development Agreement will proceed in good faith and development of the Palm Coast Park DRI will not be abandoned or suspended in a manner which is adverse to the public interest.~~

SECTION 9. MPD DEVELOPMENT STANDARDS.

(a) Non-Residential Dimensional Standards are specified below:

Non-Residential Dimensional Standards

Design Standards	Commercial	Office	Industrial	Institutional
Minimum Lot Size	20,000 s.f.	20,000 s.f.	20,000 s.f.	20,000 s.f.
Minimum Lot Width	100 ft.	100 ft.	100 ft.	100 ft.
Minimum Front Yard Bldg. Setback	20 ft. ⁽¹⁾⁽²⁾	20 ft. ⁽¹⁾⁽²⁾	20 ft.	20 ft.
Minimum Street Side Yard_Bldg. Setback	20 ft. ⁽¹⁾⁽²⁾	20 ft. ⁽¹⁾⁽²⁾	20 ft.	20 ft.
Minimum Side Yard Bldg. Setback ⁽³⁾	10 ft.	10 ft.	10 ft.	10 ft.
Minimum Rear Yard Bldg. Setback	20 ft. ⁽¹⁾	20 ft. ⁽¹⁾	20 ft.	20 ft.
Maximum Building Height	⁽⁴⁾	⁽⁴⁾	⁽⁴⁾	⁽⁴⁾
Maximum Impervious Surface Percentage	85%	85%	85%	85%
Maximum Floor Area Ratio (FAR)	0.75	0.75	0.50	0.50

⁽¹⁾ 10 ft. for Neo-traditional development.

⁽²⁾ Neo-traditional second thru seventh story cantilevered balconies and awnings may encroach to within 5 ft. of the property line.

⁽³⁾ A zero foot side yard building setback is permitted for sites with Controlling Master Site Plan.

⁽⁴⁾ Maximum height permitted by the LDC, measured in accordance with the LDC. For Tracts 11A, 11B, 12, 21 and 22, the maximum building height is 50 ft.

(b) Residential Dimensional Standards are specified below:

Residential Dimensional Standards

Design Standards	Residential Low Density ⁽¹⁾	Residential Medium Density	Residential High Density
Minimum Lot Size	4,000 s.f.	2,000 s.f. ⁽²⁾	2,000 s.f. ⁽²⁾
Minimum Development Site Size	N/A ⁽³⁾	3 acres ⁽⁴⁾	3 acres ⁽⁴⁾
Minimum Lot Width	40'	18' ⁽⁵⁾	18' ⁽⁵⁾
Maximum Density (units per acre) ⁽¹⁴⁾	6	10	20
Minimum Living Area	1,000 s.f.	650 s.f.	650 s.f.
Minimum Front Setback ⁽⁶⁾	10 ft.	10 ft.	10 ft. ⁽⁷⁾
Minimum Rear Setback ⁽⁶⁾⁽⁸⁾	10 ft.	10 ft.	10 ft.
Minimum Rear Street Setback ⁽⁸⁾	10 ft.	10 ft.	10 ft.
Minimum Interior Side Setback	5 ft.	10 ft. ⁽⁹⁾⁽¹⁰⁾	10 ft. ⁽³⁾⁽¹⁰⁾
Minimum Street Side Setback ⁽⁶⁾	10 ft.	10 ft.	10 ft. ⁽⁷⁾
Maximum Impervious Surface Percentage	75 %	80 % ⁽⁴⁾	80% ⁽⁴⁾

Design Standards	Residential Low Density ⁽¹⁾	Residential Medium Density	Residential High Density
Maximum Building Height ⁽¹¹⁾	35 ft.	45 ft.	80 ft. ⁽¹²⁾

⁽¹⁾ Townhouse and multifamily development shall follow Residential Dimensional Standards for Residential Medium Density.

⁽²⁾ Minimum lot size is shown for townhouse lots

⁽³⁾ Neo-traditional minimum development site size is 5 acres.

⁽⁴⁾ Dimensional Standard for entire Multi-family project site

⁽⁵⁾ Lot width shown is for townhouse lots. Minimum lot width for multi-family development is 100 ft.

⁽⁶⁾ Minimum 20 ft. to garage vehicle entrance

⁽⁷⁾ Neo-traditional residential over commercial/office second thru seventh story cantilevered balconies and awnings may encroach to within 5 ft. of the property line.

⁽⁸⁾ 5 ft. for Neo-traditional development

⁽⁹⁾ Minimum 10 ft. between the sides of multiple buildings within same site.

⁽¹⁰⁾ Interior side setback shown is for Multi-family developments. Minimum interior side setback for townhouses shall be 0 ft.

⁽¹¹⁾ Measured in accordance with the LDC.

⁽¹²⁾ For Tracts 11A, 11B and 12, the maximum building height is 50 ft.

⁽¹³⁾ Single-family development shall follow Residential Dimensional Standards for Residential Low Density.

(c) Offstreet parking requirements for Residential and Non-Residential uses:

Development Type	Offstreet Minimum Parking Requirements ⁽²⁾
Residential Low Density ⁽³⁾	2 spaces/unit (garage) - 20 ft. x 8 ft. driveway equals 1 space
Residential Medium Density	2 spaces / unit (garage not required) -20 ft. x 8 ft. driveway equals 1 space
Residential High Density	1 ½ spaces / unit (garage not required)
Commercial and Office	1 space / 300 sq. ft. of building - 18 ft. x 9 ft. space ⁽¹⁾
Industrial	1 space / 600 sq. ft. of building - 18 ft. x 9 ft. space ⁽¹⁾
Golf Course and Clubhouse	1 space / 200 sq. ft. of building and 6 spaces/ hole - 18 ft. x 9 ft. space ⁽¹⁾

⁽¹⁾ Requires a 2 ft. overhang using curb or wheel stops, or if no curb or wheel stops, the minimum space shall be 20 ft. x 9 ft.

⁽²⁾ Offstreet parking requirements are eligible for reduction pursuant to the LDC, Off Street Vehicle Parking, Flexibility.

⁽³⁾ Any MFR developments in Tract 9 under the Low Density Residential MPD Use do not require garages.

(d) **Mixed Use.** On certain tracts within the Subject Property, a mix of uses is permitted, including both Residential and Non-Residential uses. In the case of those tracts, the dimensional standards pertaining to the use on the first floor shall apply. The offstreet parking requirements shall apply separately for each use category.

(e) Roadways, sidewalks/bikeways and trails shall be constructed concurrently with development of adjacent properties to insure that contiguous walkable sidewalks are available at all times.

SECTION 10. NEO-TRADITIONAL DEVELOPMENT GUIDELINES

For purposes of this Development Agreement, Neo-traditional Development, Residential and Non-Residential, shall be defined as follows:

(a) Residential - Characterized by houses on smaller lots oriented towards relatively narrow streets; landscaped parkways between curbs and sidewalks; large canopy trees; the use of alleys or detached garages located at the rear of the lot (See Figure 10-1 below); an emphasis on pedestrian, bicycle and alternative modes of transportation options; the integration of several activities in close proximity, including jobs, schools, shopping and recreational facilities. (NOTE: See City LDC, Neo-traditional Development, for applicable general and specific provisions and development guidelines, unless otherwise stated herein.

(1) Street Width. Subject to review and approval by the City with regards to traffic safety concerns, street paving width and based upon the minimum size requirement as provided for in the LDC, shall be designed pursuant to the following standard:

On street parking	Minimum width curb-to-curb
One side	26 feet
Two sides	36 feet

(NOTE: the minimum public street standard with parking on two sides is thirty-six (36) feet, curb to curb. (See Figure 10-2 below).

Figure 10-1- NEO-TRADITIONAL RESIDENTIAL EXAMPLE

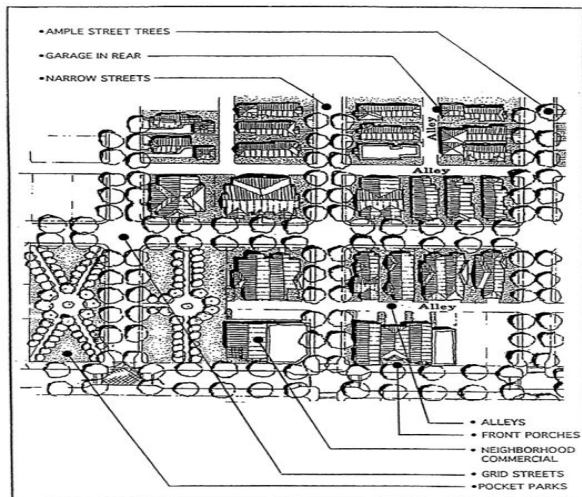
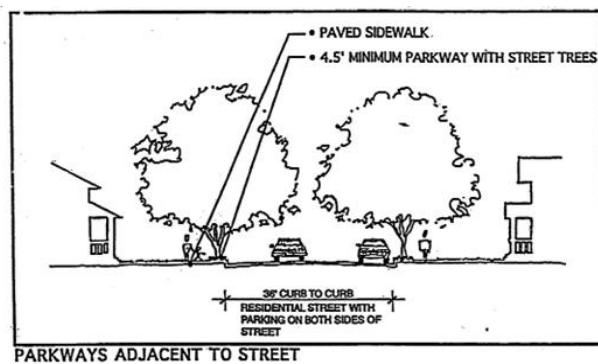


Figure 10-2- NEO-TRADITIONAL PUBLIC STREET STANDARD EXAMPLE



(b) Non-residential - An urban form characterized by buildings that are built with zero setback from any property line abutting a street right-of-way (See Figure 10-3 below); small recessed entryways and/or provisions for outdoor restaurant seating may be permitted; buildings with more than a single story may use the upper stories for additional

Commercial, Office or Residential uses; buildings that have public entries opening directly onto the public sidewalk and that have windows facing the sidewalk at the pedestrian level; off-street parking in rear of buildings (See Figure 10-4 below).

Figure 10-3 - NEO-TRADITIONAL NON-RESIDENTIAL EXAMPLE

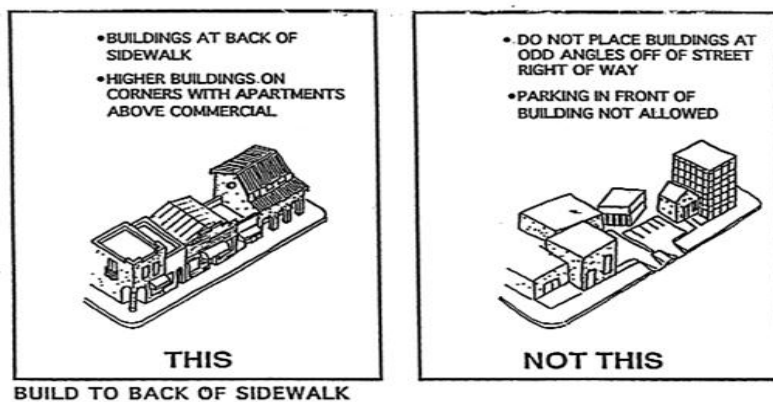
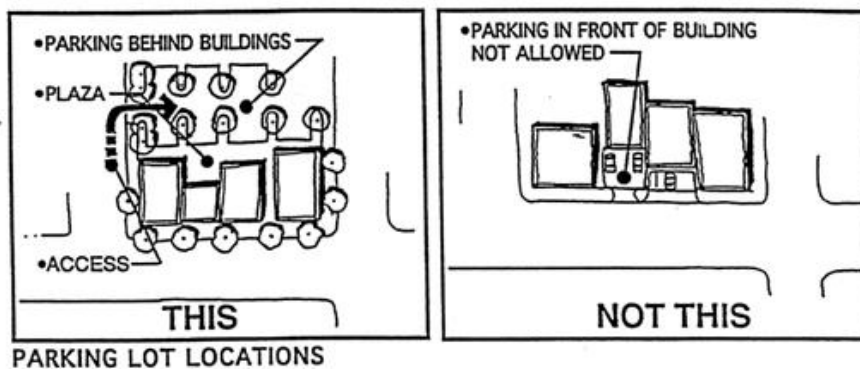


Figure 10-4 – NEO-TRADITIONAL NON-RESIDENTIAL OFF-STREET PARKING EXAMPLE



SECTION 11. NEO-TRADITIONAL RESIDENTIAL OVER COMMERCIAL /OFFICE DESIGN GUIDELINES.

(a) Purpose - Notwithstanding the requirements of LDC, Chapter 13, **Architectural Design Regulations**, and other Chapters of the LDC as applicable, the

guidelines included herein are intended to provide clear and useful direction for the design, development, and construction of Residential over Commercial/Office development as provided for in the Amended and Restated DRI DO and this Development Agreement. The primary design objectives seek to successfully balance the requirements of Residential uses, such as the need for privacy and security, with the needs of Commercial uses for access, visibility, parking, loading, and possibly extended hours of operation for certain type Commercial/Office uses.

(b) Design Objectives - The following objectives form the basis for the design guidelines that will:

(i) Provide the resident living above Commercial/Office uses with a high quality environment;

(ii) Protect the pedestrian and enhance the pedestrian environment and scale;

(iii) Design parking that not only provides secure resident parking, but also promotes safe interaction between vehicles and pedestrians;

(iv) Protect bicyclists and their environment ensuring the needs of non-motorized travelers are incorporated into the circulation plan;

(v) Ensure that Commercial/Office space on the ground floor is appropriately designed to promote uses that serve the community living in a mixed-use development;

(vi) Ensure compatibility between adjacent uses, especially Residential.

(vii) Ensure firefighting equipment accessibility and firefighting facilities

(c) Building Placement

(i) Buildings shall be constructed near the front property line as illustrated in Figure 11-1.

(ii) The setback areas shall accommodate opportunities for enhanced pedestrian circulation, sidewalk dining areas, enhanced entries, landscaping and improves the pedestrian realm (Figure 11-2).

(iii) A majority of the setback shall be hardscaped with limited landscaping to accommodate uses and adequate shading that keep the public realm active, such as outdoor dining and seating.

(iv) Create a dynamic, uninterrupted pedestrian zone by avoiding excessive side yard setbacks between buildings. A zero setback from the side property line(s) is encouraged wherever possible (e.g. Controlling Master Site Plan, LDC Chapter 4).



Figure 11-1 Minimum Building Setback



Figure 11-2 Dining/Walkable Setting

(d) Frontage Guidelines

(i) The main pedestrian access point to the building shall be located along the facade that is oriented to the primary street.

(ii) Buildings on corner lots shall have the primary entry facing the intersection to facilitate creating an active public realm and reinforce significant street and sidewalk intersections (Figure 11-3).

(iii) Entries that face the primary street shall be directly connected to the street's sidewalks. Secondary and residential entrances can be connected to interior courtyards and parking areas.

(iv) The most active ground floor uses such as storefronts, lobbies, and restaurant dining areas shall front the public sidewalk.

(v) The ground floor shall not be less than ten (10) feet from the finished floor to finished ceiling.

(vi) The design shall clearly delineate between public space and private space (Figure 11-4).



Figure 11-3 Corner Building



Figure 11-4 Public/Private delineation

(e) Parking Orientation

(i) On-site surface parking between the front property line and the building is prohibited. Instead, parking shall be located to the rear or side of the building structure(s). If necessary, parking areas may be situated on the side of a building structure, appropriately screened from view by walls, opaque materials, berms or landscaping a minimum of four (4) feet in height.

(ii) Vehicular access shall be provided from side streets, adjacent alleys, and parallel streets whenever possible.

(iii) The number of curb cuts for vehicular entry into the site shall be minimized so that pedestrian and bicycle areas are safe, secure, and passable.

(iv) Where possible, rear parking lots shall be designed and located contiguously so vehicles can travel from one private parking lot to another without having to enter the street via reciprocal access agreements.

(f) Parking and Circulation

(i) Required parking for residents, visitors, and/or employees shall be accommodated onsite. Additional parking may be permitted on adjacent public streets when complementary to neo-traditional development not serving single-family residences (Figure 11-5).

(ii) Private resident and residential guest parking shall be clearly marked or separated from the general public parking areas (visitors to Commercial or Office uses).



Figure 11-5 On-street Parking

(g) Compatibility with Adjacent Single Family Properties

(i) To ensure and protect the privacy of residents in single-family homes located adjacent to commercial/office development, windows facing single family residences within fifteen (15) feet of the property line, shall be carefully arranged. Examples of privacy options include translucent or louvered windows, offset window patterns, and locating windows five (5) feet above the floor level.

(ii) The upper floor(s) of Residential over Commercial uses shall be stepped back when adjacent to single family residences.

(iii) Minimize vehicular circulation on streets through local single family residential neighborhoods.

(iv) Guest parking areas shall be located and designed to be convenient to minimize spill over to adjacent residential neighborhoods.

(h) Loading/Unloading, Trash, Storage, and Equipment Areas

(i) Loading and service areas shall be concealed from view within the building footprint or shall be located to the rear of the site and designed for minimal visual impact and circulation conflicts.

(ii) When trash enclosures, loading docks, utility equipment, and similar uses are visible from a public street or a neighboring property, they shall be screened using materials, colors, and landscaping that are harmonious with the site design and building architecture.

(iii) Trash enclosures shall provide an area for recycling.

(I) Construction Details between Floors

(i) Flooring between Residential and Non-Residential uses shall be constructed to minimize the transmission of noise and vibration.

(ii) Where practical, mechanical equipment and other sources of noise shall be located away from building areas and exterior spaces designed for use by residents.

(iii) Non-Residential spaces (e.g., dining establishments) shall be adequately ventilated to prevent odors from spreading to Residential uses.

(j) Multi-use Buildings

(i) Non-residential uses shall be located on the first floor of the buildings at a minimum. Residential units shall be located above the non-residential use.

SECTION 12. LAND DEVELOPMENT CODE NON-APPLICABILITY; WHAT GOVERNS IN THE EVENT OF CONFLICTS; APPLICABILITY OF FUTURE AMENDMENTS.

Revised Exhibit “H”, captioned Land Uses and Development, of the ~~Second~~ Eighth Amended and Restated DRI DO is incorporated herein by reference and shall govern the

applicability of the LDC to the Subject Property. In the event of a conflict between or among this Development Agreement, the Eighth Amended and Restated DRI DO, the LDC or other City ordinances, this Development Agreement and the ~~Second-Eighth~~ Amended and Restated DRI DO shall govern. In the event of a conflict between this Development Agreement and the Eighth Amended and Restated DRI DO, the Amended and Restated DRI DO shall govern. For purposes hereof and throughout this Development Agreement, references to the LDC, other City ordinances, this Development Agreement and the Eighth Amended and Restated DRI DO shall mean and include any amendments thereto.

SECTION 13. DONATION OF SITES FOR FIRE STATIONS AND PARKS

The Owners agree to donation of sites for fire stations and parks as described in Section 12 and Section 13 of the Palm Coast Park DRI-DO as amended from time to time.

Title to all sites shall be deeded free of charge, using a deed form acceptable to the City, as applicable, and shall be free and clear of liens and encumbrances. Each site shall be deeded within one hundred eighty (180) days following request by the City.

Environmental Status: Owners warrant and represent to City that, to Owners' knowledge, the property to be donated: (i) is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the property; (iv) no migration of hazardous waste or substances has taken place from

the property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the property to be donated; and (v) there are no bulk or underground tanks on or in the property to be donated, and, no bulk or underground storage tanks have ever been located on or in the property to be donated.

SECTION 14. FACILITY COMMITMENTS.

(a) 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 Subject Property.

(b) The Owners agree to accomplish and complete, at a minimum, the facility/infrastructure and to grant the rights, as provided for in the Eighth Amended and Restated DRI DO, at the Owners' sole and exclusive expense, as a condition of this Development Agreement and in addition to the payment of all impact fees relating to the development of the Subject Property:

(c) The Owners agree to grant any and all utility easements to the City which the City deems necessary to serve the Subject Property with City utilities.

(d) The Owners agree that the City has shown an essential nexus between a legitimate City interest and the conditions imposed herein. Further, the Owners agree that the City has established that all proposed conditions are roughly proportional to the impact the development will have upon the public problems addressed herein based upon an individualized determination that the required dedication/commitment is related in both nature and extent to the impacts of the proposed development.

SECTION 15. 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. In the event that the City seeks enforcement of the terms or conditions of this Development Agreement, the Owner 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, but not be limited to, attorney fees, paralegal fees, and all assessable costs of litigation.

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

SECTION 16. 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 Owners at its address set forth below (or such other address as may 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 Palm Coast Land: President/Manager
 145 City Place, Suite 300
 Palm Coast, Florida 32164

SECTION 17. SEVERABILITY.

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

SECTION 18. 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 Owners have expressly covenanted and agreed to this provision and all other terms and provisions of this Development Agreement.

SECTION 19. 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 City's Code of Ordinances.

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

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

(d) 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) 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.

SECTION 20. TERM; EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon adoption by the City Council and execution of this Development Agreement by all parties.

(b) This Development Agreement shall expire upon rezoning of the Subject Property to other than MPD.

SECTION 21. RECORDATION.

Upon adoption by the City Council 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 fourteen (14) days after its execution by the City and the Development Agreement shall run with the land. The Owners shall pay the costs to record this Development Agreement.

SECTION 22. 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 Owners or the City of the requirement of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

(b) The terms and conditions of this Development Agreement do not determine concurrency for the Project or the Subject Property.

SECTION 23. 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 24. SPECIFIC PERFORMANCE; TIME IS OF THE ESSENCE.

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

(b) The parties agree that failure to perform the obligations established in this Development Agreement shall result in irreparable damage, and that specific performance of these obligations may be obtained by suit in equity.

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

SECTION 25. 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 26. FORCE MAJEURE.

The parties agree that the failure by either party to accomplish any action required hereunder within a specific time period ("Time Period") constitutes a default under the 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 governmental 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 27. INDEMNIFICATION.

The Owners shall indemnify and save the City harmless from and against any and all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the development of the Subject Property as provided for in this Development Agreement, or in any other way and for any and all acts or omissions in any manner

related to the development of the Subject Property. This agreement by the Owners to indemnify and hold the City harmless shall include, but not be limited to, all charges, expenses and costs, including reasonable attorneys' fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits, or losses and all damages arising there from.

SECTION 28. CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

The failure by the Owners to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for specific performance and/or injunctive relief or alternatively, the termination of this Development Agreement. 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 Owners written notice of said default. Upon receipt of said notice, the Owners shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to filing said action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owners shall immediately be divested of all rights and privileges granted hereunder.

SECTION 29. 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 30. EXHIBITS.

(a) Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Development Agreement.

SECTION 31. INTERPRETATION.

(a) The Owners 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.

SECTION 32. 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 and the same document.

SECTION 33. 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, unless otherwise provided for in this Development Agreement, except by written agreement executed by all parties hereto and upon approval of the City Council.

(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.

(c) Amendments to this Development Agreement, other than those which are considered to be a "minor modification" by the City Manager, or designee, will require the approval of the City Council following the recommendation of the Planning and Land Development Regulation Board. Public notification procedures required for rezoning will not be required for modification of this Development Agreement. Minor modifications may be approved by the City Manager, or designee.

SECTION 34. FURTHER ASSURANCES.

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

SECTION 35.

Nothing herein shall be deemed a prohibited exaction under section 70.45, F.S. and Owner agrees it has not suffered any damages related to the City's demand for _____ as a condition of development.

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IN WITNESS WHEREOF, the City, and Palm Coast Land, LLC have caused this Development Agreement to be duly executed each by its duly authorized representative as of the date first above written.

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~~IN WITNESS WHEREOF~~, the City, and Palm Coast Land, LLC have caused this Development Agreement to be duly executed each by its duly authorized representative as of the date first above written.

OWNER'S / APPLICANT'S CONSENT AND COVENANT:

COMES NOW, the Owners 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.

PALM COAST LAND, LLC

By: _____
Patrick L. Cutshall, CFO

STATE OF ~~FLORIDA~~MINNESOTA
COUNTY OF ~~FLAGLER~~DULUTH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Patrick L. Cutshall, CFO, Palm Coast Land, LLC, on behalf of the company. He is known to me and did not take an oath.

Notary Public, State of ~~Florida~~Minnesota
My Commission Expires:

ATTEST:

CITY OF PALM COAST, FLORIDA

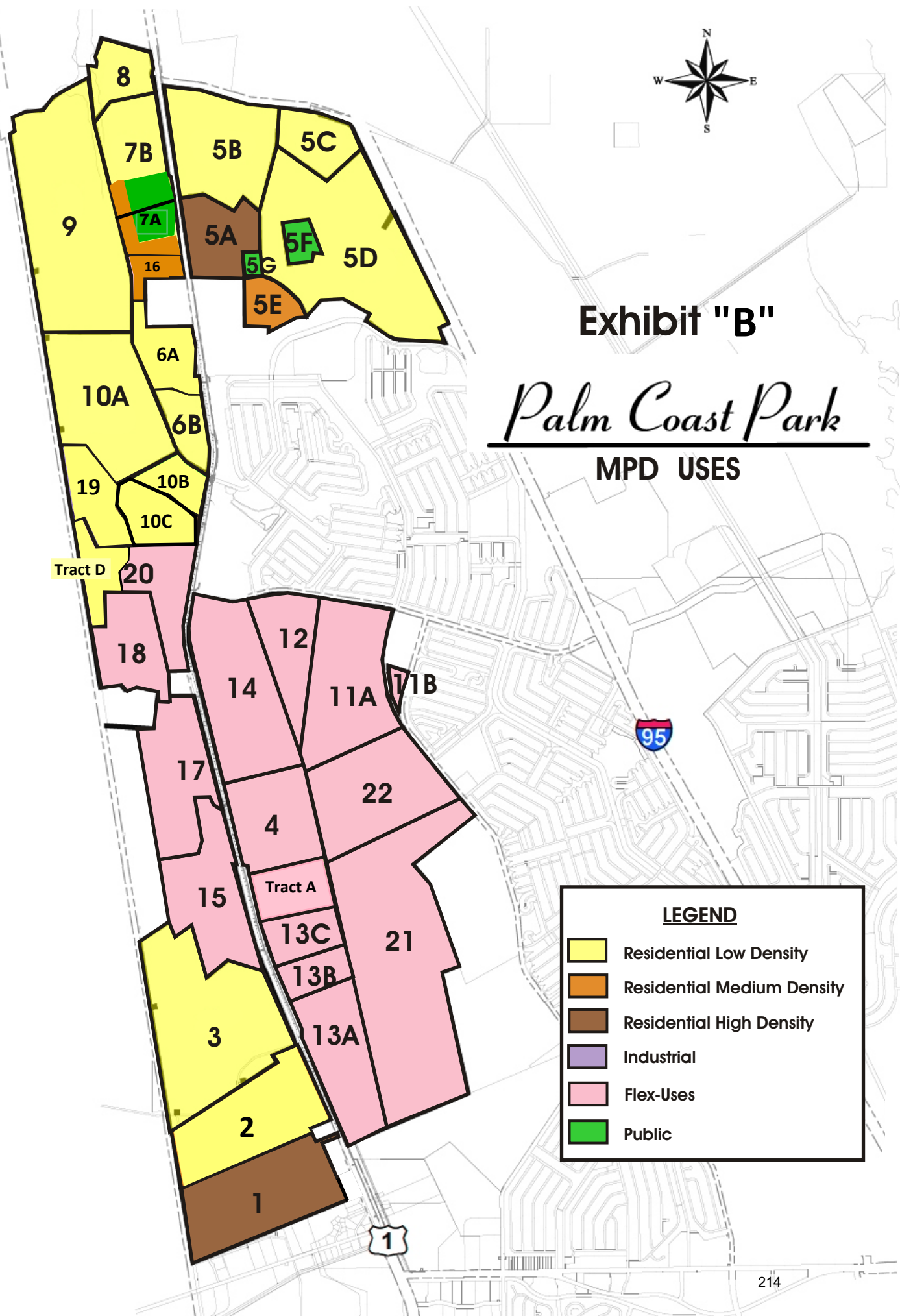
By: _____
Virginia Smith, City Clerk

By: _____
Milissa Holland, Mayor

Dated: _____

For use and reliance of the
Palm Coast City Council only.
Approved as to form and legality.

/s/ _____
William Reischmann, City Attorney



Palm Coast Park

Tract D

Tract A

LEGEND

	Residential Low Density
	Residential Medium Density
	Residential High Density
	Industrial
	Flex-Uses
	Public

- | | |
|---|----------------------------|
|  | Residential Low Density |
|  | Residential Medium Density |
|  | Residential High Density |
|  | Industrial |
|  | Flex-Uses |
|  | Public |

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