



**City of Palm Coast
Amended 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 Pete Lehnertz
Board Member Jake Scully
School Board Rep David Freeman***

Wednesday, July 17, 2019

5:30 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.

Call to Order and Pledge of Allegiance

Roll Call and Determination of a Quorum

Approval of Meeting Minutes

**1 MEETING MINUTES OF THE JUNE 12, 2019 PLANNING AND LAND DEVELOPMENT
REGULATION BOARD MEETING**

Public Hearings

2 ORDINANCE XX-2019 AMENDMENT TO GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD)

Board Discussion and Staff Issues

Adjournment

City of Palm Coast, Florida Agenda Item

Agenda Date: JULY 17, 2019

Department	PLANNING	Amount
Item Key	6788	Account
		#
Subject	MEETING MINUTES OF THE JUNE 12, 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
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 Pete Lehnertz
Board Member Jake Scully
School Board Rep David Freeman**

Wednesday, June 12, 2019

5:30 PM

COMMUNITY WING OF CITY HALL

RULES OF CONDUCT:

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Call to Order and Pledge of Allegiance

Chair Davis called the June 12, 2019 Planning and Land Development Regulation Board (PLDRB) meeting to order at 5:30PM.

Roll Call and Determination of a Quorum

Irene Schaefer, Recording Secretary, called the roll.

Present and responding to roll call were:

*Mr. Smith
Mr. Dolney
Mr. Lehnertz
Mr. Scully
Mr. Davis*

Absent were:

*Mr. DeMaria
Mrs. Lucas*

Approval of Meeting Minutes

1 MEETING MINUTES OF THE MAY 15, 2019 PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING

Pass

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

Approved - 5 - Chair Glenn Davis, Board Member Christopher Dolney, Board Member Pete Lehnertz, Board Member Jake Scully, Vice Chair Clinton Smith

Public Hearings

2 ORDINANCE 2019-XX AMENDMENT TO THE TUSCAN RESERVE MPD DEVELOPMENT AGREEMENT TO ADD 8 ADDITIONAL UNITS, AMEND THE DEVELOPMENT STANDARDS, AND CLARIFY LANGUAGE FOR SIGNS

Mr. Ray Tyner, Planning Manager, introduced this item along with giving some history of this Master Planned Development (MPD) project that was originally approved in 2001. He also introduced Mr. Jose Papa, Senior Planner, who gave a presentation which is attached to these minutes.

Mrs. Lucas arrived at 5:35PM.

Chair Davis opened this item to public comment at 5:38PM and seeing no one approach the podium he closed this item to public comment at 5:39PM.

Pass

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

Approved - 6 - Chair Glenn Davis, Board Member Christopher Dolney, Board Member Pete Lehnertz, Board Member Jake Scully, Vice Chair Clinton Smith, Board Member Sybil Dodson-Lucas

3 ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR 2.8+/- ACRE PARCEL LOCATED 250' NORTHWEST OF OLD KINGS ROAD EXTENSION AND MATANZAS WOODS PARKWAY INTERSECTION FROM CONSERVATION TO GREENBELT

Mr. Ray Tyner introduced this item and Mr. Jose Papa gave a presentation which is attached to these minutes.

Mr. Scully asked for clarification on the wetland designation of moderate vs. high quality wetland. Ms. Denise Bevan, City Administration Coordinator, addressed the PLDRB members to clarify the use of Unified Mitigation Assessment Method (UMAM) which is used within the City's Land Development Code (LDC) which is a tool that the City uses to determine if a wetland is high quality (optimum), moderate, or low quality. She further explained the process used by the consultant and reviewed and agreed to by the City to determine the wetlands located on the property is of moderate quality. Mr. Tyner added more information about the extensive review process when dealing with a Conservation FLUM (Future Land Use Map) area.

Chair Davis opened this item to public comment at 5:50PM and seeing no one approach the podium he closed this item to public comment at 5:51PM.

Pass

Motion made to approve as presented by Vice Chair Smith and seconded by Board Member Dodson-Lucas

Approved - 6 - Chair Glenn Davis, Board Member Christopher Dolney, Board Member Pete Lehnertz, Board Member Jake Scully, Vice Chair Clinton Smith, Board Member Sybil Dodson-Lucas

4 ORDINANCE 2019-XX A FUTURE LAND USE MAP DESIGNATION FOR 49+/- ACRES FROM FLAGLER COUNTY DESIGNATIONS OF COMMERCIAL: HIGH INTENSITY & CONSERVATION TO CITY DESIGNATIONS OF MIXED USE AND RESIDENTIAL

Mr. Ray Tyner introduced this item and explained that there will be one presentation for agenda item numbers 4 and 5 but they will require separate votes. Mr. Jose Papa gave a presentation which is attached to these minutes.

Chair Davis opened this item to public comment at 6:03PM and seeing no one approach the podium he closed this item to public comment at 6:04PM.

Mrs. Lucas asked for clarification on the possible school mitigation required by the increase in students to the local school system. Mr. Freeman, Flagler County School Board, clarified for the PLDRB members the school concurrency for the estimated additional 61 students and how it would impact the proposed concurrency area which includes Old Kings Elementary, Indian Trails Middle School and the Matanzas High School. He explained that at this time Old Kings Elementary is over capacity so at the time of Final Plat (or the site plan) the developer will be required to apply formally to the school board for school concurrency and at that time the school board would either give them a mitigation plan or a concurrency solution (alternative school location to be used by the student residents of this development). Mr. Papa further explained that prior to moving to a mitigation solution we are required via the school concurrency process to use up all the capacity of the entire school system.

Mr. Dolney asked if there are any plans to expand the capacity of Old Kings Elementary School at this time. Mr. Freeman answered no at this time they are looking at the total capacity of the overall school system, including looking at other alternative schools.

Chair Davis inquired about the location of the sewer lines that would connect to this property. Mr. Papa indicated that the nearest lift station is about 1200 feet away and that the developer would be required to pay for any needed equipment (lift station, pumping station) which is needed to support the development's needs.

Pass

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

Approved - 6 - Chair Glenn Davis, Board Member Christopher Dolney, Board Member Robert DeMaria, Board Member Pete Lehnertz, Board Member Jake Scully, Vice Chair Clinton Smith

5 ORDINANCE 2019-XX ZONING MAP AMENDMENT FROM FLAGLER COUNTY DESIGNATIONS GENERAL COMMERCIAL AND AGRICULTURE TO CITY DESIGNATIONS OF MULTI-FAMILY RESIDENTIAL-2 AND GENERAL COMMERCIAL (COM-2)

A presentation for this agenda item was given under agenda item number 4.

Chair Davis opened this item to public comment at 6:10PM and seeing no one approach the podium he closed this item to public comment at 6:11PM.

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 Pete Lehnertz, Board Member Jake Scully, Vice Chair Clinton Smith

Board Discussion and Staff Issues

Adjournment

Motion made that the meeting be adjourned by Mr. Scully and the motion was seconded by Mr. Smith.

The meeting was adjourned at 6:12PM.

Respectfully Submitted by:

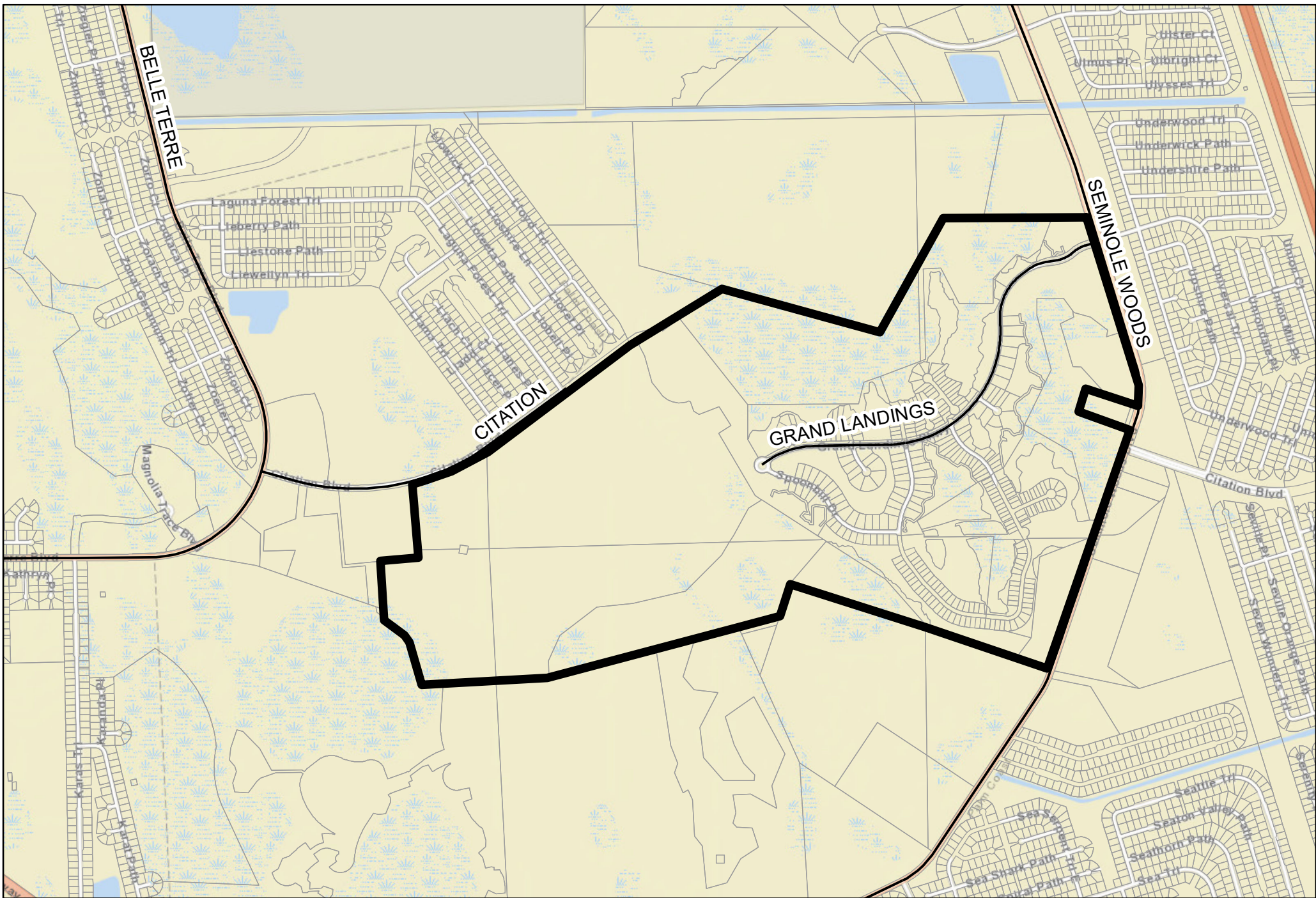
Irene Schaefer, Recording Secretary

ATTACHMENTS

City of Palm Coast, Florida Agenda Item

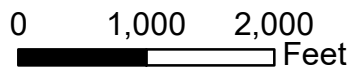
Agenda Date: JULY 17, 2019

Department	PLANNING	Amount	
Item Key	6826	Account	
		#	
Subject	ORDINANCE XX-2019 AMENDMENT TO GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD)		
Background :	<p><u>Request:</u> JTL Grand Landings Development, LLC as the owner and developer has requested an amendment to the 774.4 +/- acre Grand Landings MPD in order to increase the allowed single-family homes (both attached and detached single-family homes) by 141 homes from 749 homes to 890 homes and allow the developer the option of developing all or a portion of the approximate 26 +/- acre commercial area as multi-family residential (MFR-2).</p> <p><u>Background:</u> The Grand Landings MPD was adopted May 6, 2014. The original project was approved by the Flagler County Commission in 2005 and annexed into the City of Palm Coast in 2007. The 2014 Ordinance amended and replaced the Flagler County PUD and incorporated the requirements of the City's Unified Land Development Code. The first amended and restated Grand Landings MPD Agreement was adopted by the City Council on April 3, 2018 (Ordinance #2018-7) with the key provision reducing the minimum lot width from 50 feet to 45 feet and the minimum lot size from 6,250 square feet to 5,000 square feet.</p> <p>The Planning and Land Development Board (PLDRB) initially reviewed and conditionally approved a more extensive amendment to this MPD on May 15, 2019 that proposed enlarging the MPD by 119 +/- acres and increasing the units from 749 to 1,150. The PLDRB will review this updated MPD Amendment on July 17, 2019, which is no longer requesting to expand the MPD's acreage and is now proposing a more moderate increase in units from 749 to 890.</p>		
Recommended Action :	<p>Planning staff recommends the Planning and Land Development Regulation Board find this MPD amendment in compliance with the Comprehensive Plan and recommend that City Council approve this amendment to the Grand Landings MPD Agreement, Application No. 3951 as presented.</p>		



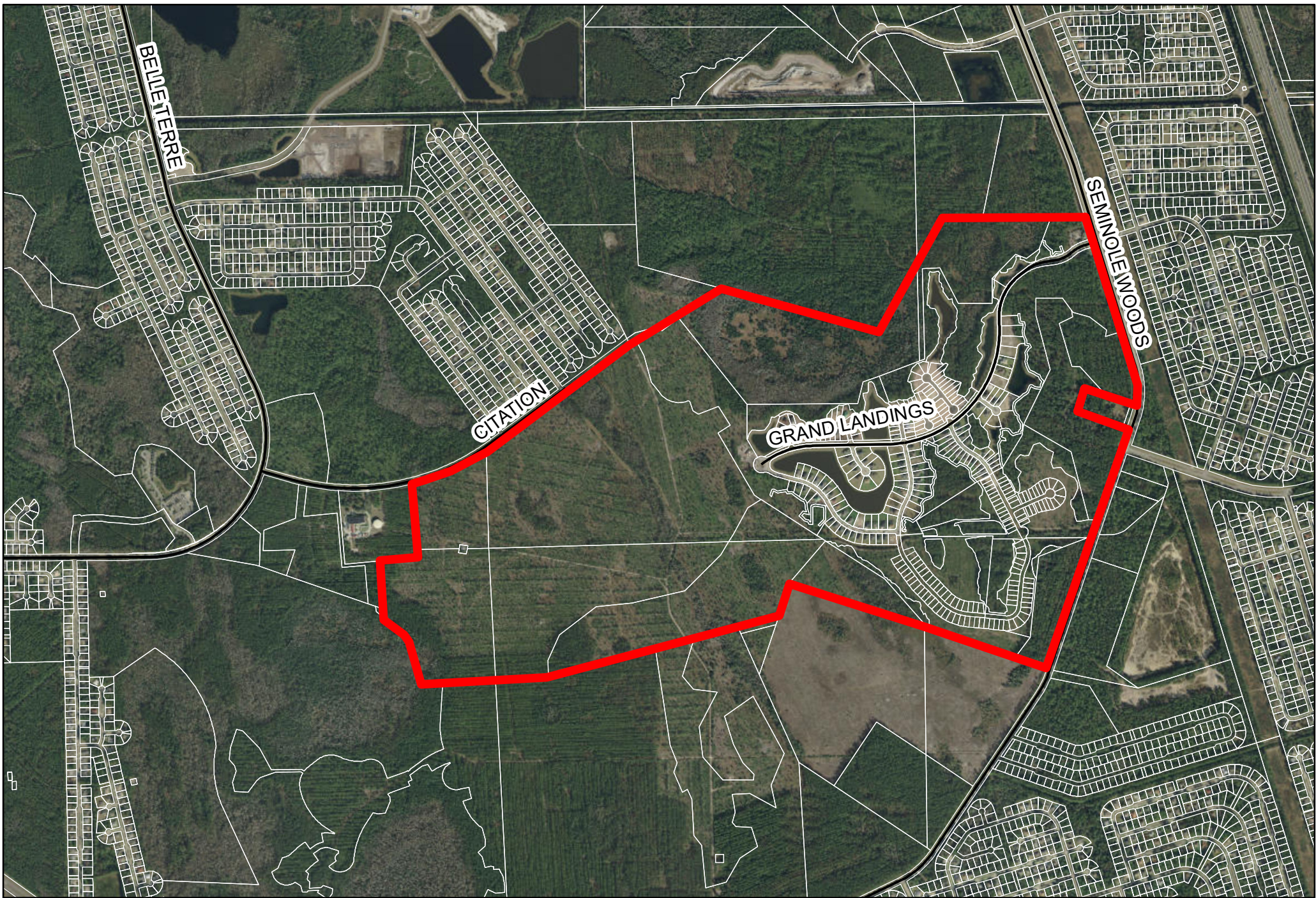
Location Map

 Grand Landings MPD




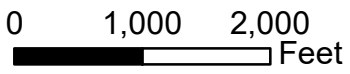
Map Provided By: Planning Division





Location Map

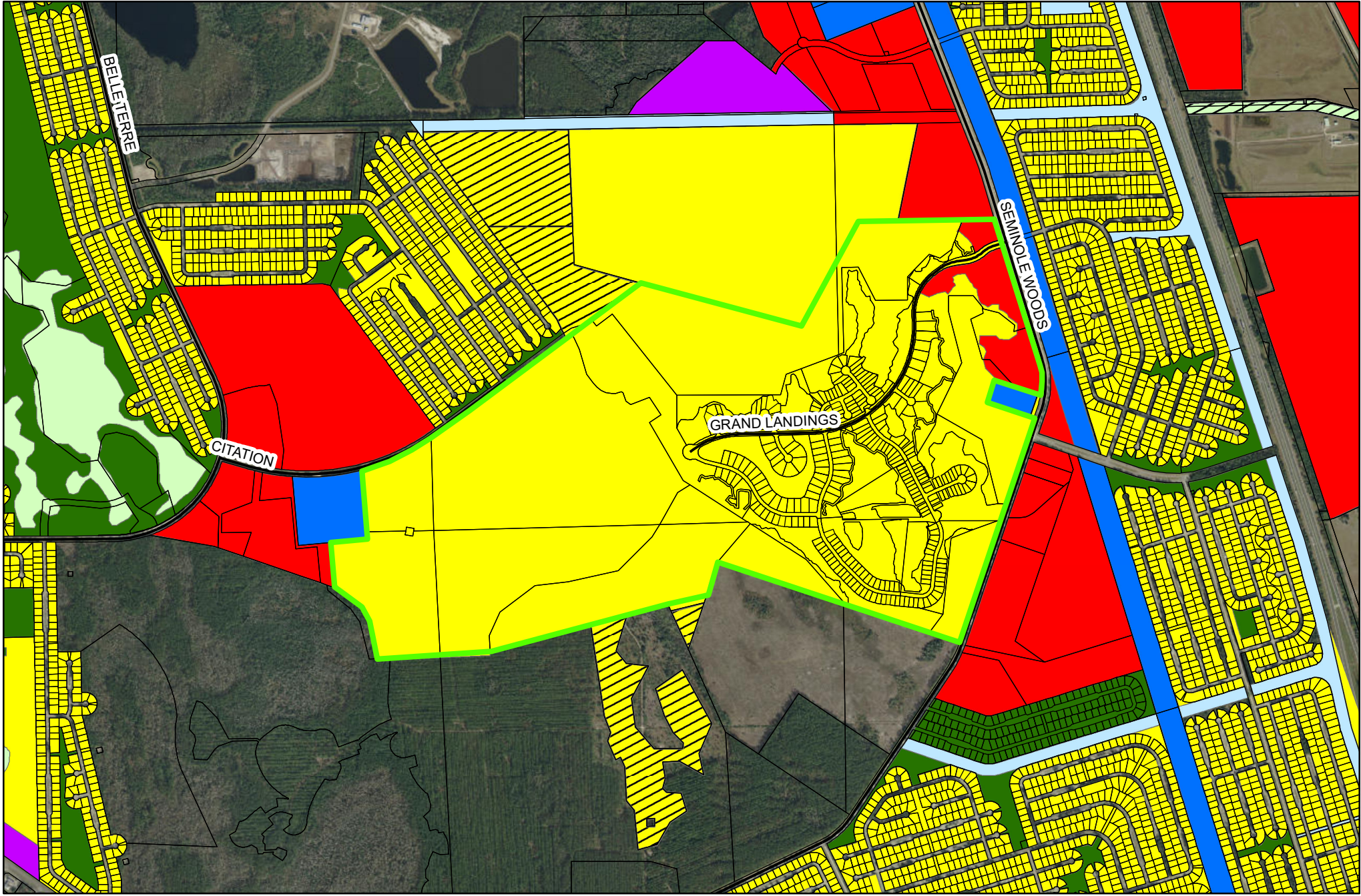
 Grand Landings MPD



Map Provided By: Planning Division

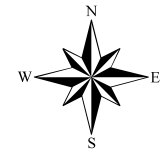
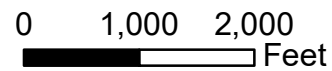


Grand Landings FLUM



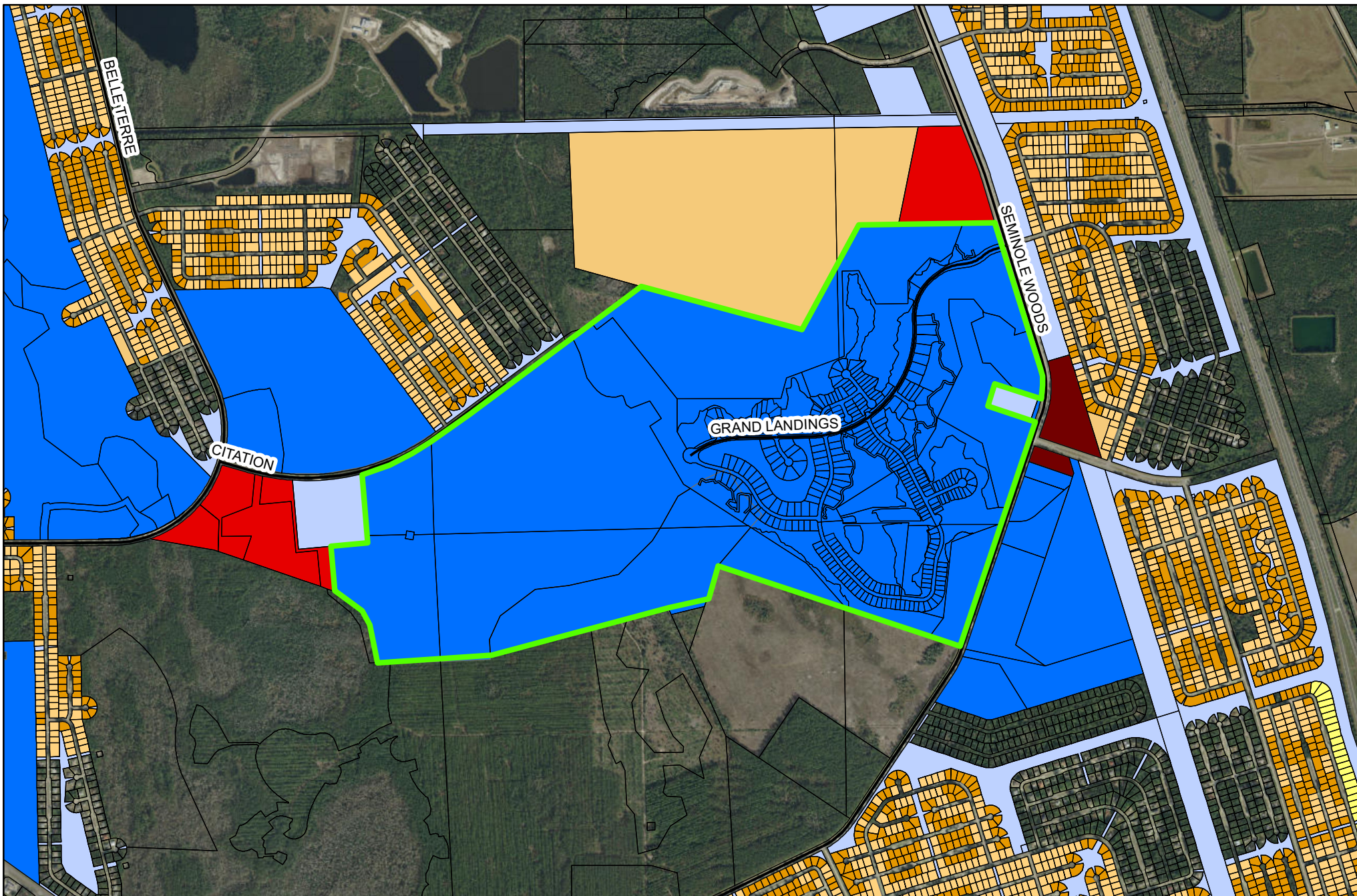
Legend

Streets	SDE_Data.GDO.PC_FLUM	CONSERVATION	DRI-Residential Area	Institutional
Parcels	FLUCATEGOR	Canals	DRI-Urban Core	MIXED USE: HIGH INTENSITY
AGRICULTURE & TIMBERLANDS	Coastal High Hazard Area	Conservation	Greenbelt	Mixed Use
COMMERCIAL: HIGH INTENSITY	Conservation	DRI-Mixed Use	INDUSTRIAL	RECREATION & OPEN SPACE
COMMERCIAL: LOW INTENSITY	Conservation	Industrial	RESIDENTIAL: LOW DENSITY / RURAL ESTATE	Residential



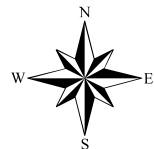
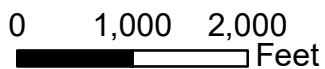
Map Provided By: Planning Division

Grand Landings Zoning



Legend

Streets	Zoning	MFR-1	PRS	SFR-3
Parcels	NewZone	MFR-2	PSP	SFR-4
		COM-2	SFR-1	SFR-5
		COM-3	P&G	SFR-2



Map Provided By: Planning Division





NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 28 day of June, 2019 personally appeared
Walker Douglas who after providing (Personally Known) as
identification and who did, 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".

Two (2) signs have been posted on the subject property subject to a rezoning as described with
Application #

At least fourteen (14) calendar days before the hearing date advertising the date, time, and
location of the Planning & Land Development Regulation Board (PLDRB)

OR

At least fourteen (14) calendar days before the hearing date advertising the date, time, and
location of the City Council hearing.

Walker Douglas
Signature of Responsible Party

Walker Douglas
Printed Name

221 Cordet Dr, New Smyrna Beach
Mailing Address

Caroline McNeil
Signature of Person Taking Acknowledgement

Caroline McNeil
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 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.

Prepared by:
Catherine D. Reischmann, Esq.
Asst. City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

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

**SECOND AMENDED AND RESTATED
MASTER PLAN AGREEMENT FOR
GRAND LANDINGS**

This Second Amended and Restated Master Plan Development Agreement, (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2019, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue Palm Coast, Florida, 32164, and **JTL GRAND LANDINGS HOLDINGS LLC**, a Texas limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status), the principal owner and developer of the subject property, whose address is 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248.

WITNESSETH:

WHEREAS, JTL Grand Landings Holdings LLC, is the principal owner and developer of a 774.4 (+/-) acre site more commonly known as the Grand Landings, as more particularly described on **Exhibit "A"** ("Property" or "Subject Property") attached hereto; and

WHEREAS, the MPD is being amended to add 141 homes to the existing MPD (the "Additional Homes"), and the Additional Homes are consistent with the common scheme for development in the existing MPD, and the Additional Homes will become part of the Master Homeowners Association; and

WHEREAS, the current Planned Unit Development (PUD) for Grand Landings (the "Project") was approved by the Flagler County Commission in 2005 and is recorded at OR Book 1254, Pages 605-622 (the "2005 PUD"), as amended by the Amended and Restated Grand Landings Master Planned Development Agreement recorded in O.R. Book 2004, Page 1275; and further amended by First Amended and Restated Master Planned Development for Grand Landings MPD recorded in O.R. Book 2282, Page 377, all of the Public Records of Flagler County, Florida (collectively the "Existing MPD"), which incorporated the City's

Unified Land Development Code; and

WHEREAS, as a condition of the 2005 PUD, Flagler County was conveyed an approximately 14.79 acre park site within the Subject Property; and

WHEREAS, the Subject Property was annexed by the City of Palm Coast in 2007; and

WHEREAS, the Subject Property has a Future Land Use Map designation of Residential and Mixed Use; and

WHEREAS, this proposed Development Agreement is a Master Planned Development (MPD) Agreement and will amend and replace in its entirety the Existing MPD; and

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

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

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

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

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

(a) The Owner hereby represents and warrants to the City that it is the principal Owner and Developer of the Subject Property in accordance with the title opinion or title certification provided by the Owner to the City issued by an attorney or title insurance company licensed to

provide services in the State of Florida with said title opinion or certification showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

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

SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT

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

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

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

SECTION 4. PROJECT DESCRIPTION

(a) **Residential.** The portion of the Property designated as Residential will consist of a maximum 890 single family (detached) or single family attached dwelling units. Common improvements will be maintained and managed under one or more property owners associations and possibly a Community Development District, if approved by the City. If more than one property owner's association is created on the Property, the Owner shall ensure that all common elements and roadways are managed and maintained by either (i) a Master Association or (ii) enforceable covenant or agreement with an HOA. The development plan for Grand Landings is generally outlined below and depicted on the MPD Conceptual Master Plan which is attached as **Exhibit "B"** hereto (the "Master Plan"). The Owner warrants that all conditions listed in Section 10.1 of the Declaration of Covenants and Restrictions for Grand Landings shall be satisfied.

Single family attached units shall be arranged with party walls in blocks of two to four units. Supplemental performance standards for these units are set forth in Section 7. The single family attached homes may be developed for either condominium or fee simple form of ownership. Single

family attached and detached homes shall have a garage in accordance with the City of Palm Coast LDC. The Conceptual Master Plan contains a level of detail satisfactory to permit the Subject Property to proceed directly to preliminary plat. Site Plans may be submitted simultaneously with preliminary plat(s) subject to review approval as provided for in the LDC.

(b) Commercial. The portion of the Property designated as Commercial on the Conceptual Master Plan shall include up to 150,000 square feet of commercial uses as allowed for in the General Commercial (COM-2) Zoning District as depicted in Table 3-4 of the LDC. This would include uses shown as permitted (P) or by special exception (S) in Table 3-4 for the COM-2 District. A request for a Special Exception shall not be deemed an amendment to this Development Agreement or change in zoning. Uses noted with (L) may have additional limitations from the Land Development Code specific to that use but not all limited uses are so indicated. The commercial area may be subject to its own property owners association and may not necessarily be subject to the Grand Landings Master Association. Access to the single family portion of the Subject Property shall be provided via a collector roadway traversing through the Commercial area and shall be platted in connection with development of the residential area. Notwithstanding the requirements of Section 4(a) above, the Owner shall have the option of converting all or a portion of the Commercial intensity provided for in this section to multifamily uses that are: (a) consistent with the MFR-2 zoning classification (LDC) and (b) does not exceed the same P.M peak trip generation volume from the commercial uses presently permitted.

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

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

(e) Park Areas. That "Park" identified on the Master Plan fronting Seminole Woods Parkway has been conveyed by warranty deed to the Board of County Commissioners pursuant to the 2005 PUD. Therefore, parks and recreation concurrency for the initial 749 dwelling units on this Project is vested pursuant to the City Comprehensive Plan and LDC. The City will coordinate with the Flagler County Board of County Commissioners to develop this park land for the benefit of Grand Landings and the neighboring area. For the new 141 units, the Developer shall continue to pay park impact fees as outlined in the Land Development Code, as amended from time to time.

SECTION 5. DEVELOPMENT PLAN

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

(b) Adjustments to the Site Plan are anticipated to occur during the site development plan and subdivision plat review processes. Revisions which meet the intent and purpose of the City's Comprehensive Plan and LDC shall be approved by the Land Use Administrator (LUA), as

long as the substantial integrity of the original Master Plan and the development standards contained herein are maintained. Any modification to the Master Plan that increases the intensity or types of development uses, or reduces the total amount of open space, or decreases the size of any perimeter buffer within the Property shall require the approval of the City Council following the review and recommendation of the Planning and Land Development Regulation Board (PLDRB).

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

SECTION 6. LAND DEVELOPMENT CODE APPLICABILITY

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

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

- (1) Wetlands and Wetland Buffer. Subsequent to the issuance of an Environmental Resource Permit by the St. Johns River Water Management District (SJRWMD), a conservation easement including the upland buffer shall not be included within development lots except those lots approved by preliminary plat prior to the date of this MPD agreement. SJRWMD and/or the Army Corps of Engineers (as appropriate) shall make all determinations as it pertains to wetland permitting, upland buffers, and acceptable mitigation practices as it pertains to impacting regulated areas subject to this MPD.
- (2) Stormwater. The Property is being developed with privately maintained roads and a privately maintained drainage system. Stormwater runoff from the Project will be conveyed to on-site stormwater retention systems by means of grassed swales, curb gutters, and an underground drainage pipe system. The stormwater retention systems onsite may be interconnected with such systems on adjacent sites, subject to approval of the St. Johns River Water Management District and the City.
- (3) Roadways/Rights-of-Way. Internal access to all residential structures and the amenities shall be provided by rights-of-way to be maintained by the Associations or a Community Development District, if approved by the City. Cul-de-sacs shall have a 120' right-of-way diameter and a 100' pavement diameter. A 110' right-of-way diameter may be used where no sidewalk is constructed. Islands may be constructed in the cul-de-sacs so long as a minimum asphalt roadway width of twenty-four (24) feet is maintained. All roadways, turn lanes and signalization that are internal to the Project will be constructed in accordance with applicable City standards and the City of Palm Coast LDC. Upon development of the lands shown as Phase 4 on the

Conceptual Master Plan, emergency vehicle access shall be permitted through the Property at all times to provide convenient access between Citation Boulevard and Seminole Woods Parkway.

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

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

- (5) Signage. Directional signage for recreation and other amenities may be provided throughout the development, providing that none of these signs exceed six (6) square feet in size. Directional signs shall be uniform and consistent in design throughout the residential community and shall be located in a tract or easement designated for signage and maintained by common property association or CDD (if approved by the City). Directional signage may include the identity of the facility or amenity.

The residential entrance sign on Seminole Woods Parkway may be located within the area designated as commercial within an easement or tract adjacent to Seminole Woods Parkway.

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

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

- (6) Entry Features. Entrance/exit roadways to the project shall be constructed from Seminole Woods Parkway and Citation Parkway in the approximate location as shown on the Conceptual Master Plan. The Owner reserves the right to construct secured entry gates. Vehicular Access shall be designed to accommodate emergency vehicle access at all times at both access locations, pursuant to dimensional requirements defined by the City of Palm Coast Codes and Section

6(b)(3) of this Agreement.

- (7) Roads, Streets and Alleys. The Property is being developed with privately maintained roads except for the extension of Citation Boulevard which is a public roadway.

Further, Owner, its successors and assigns, shall in good faith, without obligation, work with surrounding property owners and appropriate governmental authorities to cause to be constructed a road that connects Citation Boulevard and Seminole Woods Parkway.

- (8) Recreation. A recreation amenity complex to include active and passive recreation has been constructed on the Property. Parks and recreation concurrency for 749 dwelling units on this Project is vested pursuant to the City Comprehensive Plan and LDC. Recreation and amenity space for up to an additional 141 units will need to be provided by Developer.

- (9) Pedestrian Access. Five foot wide concrete sidewalks will be constructed on one side of all major internal roads and cul-de-sacs exceeding 250 feet in length (measured from the centerline of the intersection to the center of the cul-de-sac circle) to provide reasonable access between residential structures, commercial development and amenities, and for access and passive recreation needs.

A continuous pedestrian/bicycle path of ten feet (10') in width shall be constructed by the Owner within public rights-of-way along all the Property fronting Seminole Woods Parkway. Such path shall be constructed at the time of development of the lands fronting on Seminole Woods Parkway.

- (10) Lighting. Decorative pole mounted lighting fixtures no more than 18' high shall be provided throughout the MPD. Additional landscape lighting may include low level lighting and occasional accent lighting. The locations of such fixtures shall be further described at the time of site development plan approval.

- (11) Silvicultural Activities. The City recognizes that the development of the property will occur over time and in phases, and that various portions of the property, which are not required by Owner for active development in accordance with this Development Agreement may continue to be used for silvicultural activities.

Silvicultural activities shall be prohibited in that portion of the property which consists of wetland and upland areas to be preserved, and those areas immediately adjacent to wetlands which will be used as buffers to the wetland areas, except for wetland and upland enhancement purposes and mitigation approved by the SJRWMD.

- (12) Florida Black Bear Protection. The Owner shall cooperatively work with the City to minimize the potential of Florida Black Bear nuisance occurrences within the

Project area. At no cost to the City, the Owner will allow Grand Landings recreational facilities to be utilized to conduct public-outreach events to the benefit of the project residents and for Florida Black Bear protection.

- (13) Wildfire Mitigation. The Project will incorporate principals of Firewise communities, which may include, but not be limited to: (i) the use of select building materials which are fire resistant, (ii) community design principles, such as lot vegetation management, use of landscaping materials, and suggesting fire breaks at perimeters, and (iii) the provision of Firewise educational material. Moreover, the Owner, at its election, may cut or remove understory growth consistent with the principles of Firewise communities to minimize the threat of wild fires.
- (14) Donation of Right-of-Way for the extension of Citation Boulevard. In exchange for the cost of providing a multi-use path along Citation Blvd., the Owner commits to reserve and donate lands to the City by warranty deed, free and clear of title defects and environmental issues, a 100' right-of-way for the intended extension of Citation Boulevard from the current terminus of the available right-of-way (approximately 950' from Laguna Forest Trail) to a point adjacent to the extent of the Owner's property (approximately 1,200 feet), as generally depicted on **Exhibit "B"**. The actual location shall not interfere with the Owner's development of the Subject Property nor shall the Owner have any obligation to fund or contribute any improvement necessary for the City to construct the potential extension of Citation Boulevard.
- (15) Soil Extraction. Developer may, at Developer's own expense, remove fill dirt from its Property. This fill dirt may be used either onsite or offsite at Developer's sole discretion. Any location that the Developer pulls dirt from shall be reclaimed and shall resemble a natural system to the greatest extent feasible. The standards and conditions provided in the Land Development Code Section 4.03.03 shall apply to this section.
- (16) Developer shall coordinate school bus stop locations with the School District and City prior to approval of the next preliminary plat within this Project and prior to approval of the first preliminary plat providing access onto Citation Boulevard.

SECTION 7. SITE DEVELOPMENT PLAN

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

Table of Site Development Requirements

TYPE	SINGLE FAMILY ATTACHED	SINGLE FAMILY DETACHED	COMMERCIAL AND AMENITY CENTER
Lot Width Minimum ¹	20' Lots/100' Project	45'	100'
Lot Size Minimum	2000 Sq. Ft / 3 Acres Project	5,000 Sq. Ft.	
Living Area Minimum	800 Sq. Ft.	1,200 Sq. Ft.	N/A

Height Maximum ²	35'	35'	35'
Setbacks from Street Minimums	³ Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer Whichever is greater	N/A	Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater
Front Setback Minimum	20'	20'	N/A
Interior Side Yard Setback Minimum	40'	5'	10'
Rear Setback Minimum	5'	15'	10' Interior boundary
Side Street Setback Minimum	15'	15'	N/A
Max Impervious Coverage	⁵ 70.00%	55.00%	70.00%
Maximum in PUD	⁶ Combined 50%		

¹ Single Family lots on cul-de-sacs and curves shall have a minimum 35' width on the road frontage so long as the lot width meets the minimum lot width at setback.

² Roof heights shall be measured in accordance with LDC.

³ Setback applies to project, not to individual Single Family Attached Lots.

⁴ 20' between buildings.

⁵ Impervious is calculated on the whole project rather than individual lots.

⁶ Townhomes shall never total greater than 25% of the lots

Additional Dimensional Requirements

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

2. Single Family Accessory Structures

- a. All accessor structures, other than the garages, shall be located behind the adjacent front or side street building footprint at the principal structures. Fences located on the side street may meet the minimum setback but must be located behind the building footprint of the principal structure in the front street side.
- b. 5' minimum side or rear yard setback for accessory structures, to include sheds, screen enclosures without roofs, patios without roofs, gazebos, or pool decks.
- c. Sideways or walkways are allowed within the setback areas.
- d. 5' minimum side yard setback for single family driveways. Cul-de-sacs lots may have a portion of the driveway encroach into the side yard setback but only to the minimum extent feasible to allow for ingress or egress to the garage.

(b) Airport Operations. The Project is proximate to a public airport, and is subject to various FAA regulations. Any construction within 20,000 feet of a runway is subject to FAA Form 7460-1 Air Space Study Checklist. Owner shall also provide disclosure to all potential purchasers of the prior existence of the airport at closing, as well as including such notice within Covenants, Conditions and Restrictions applicable to the Property.

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

(d) Parking. Parking shall comply with the LDC.

(e) Maintenance. The Common Areas and other land that are owned or controlled by a property owner's association will be maintained by the property owner's association or Community Development District, if approved.

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

SECTION 8. BREACH; ENFORCEMENT; ALTERNATIVE DISPUTE RESOLUTION.

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

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

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

SECTION 9. NOTICES.

(a) All notices required or permitted to be given under this Agreement must be in

writing and must be delivered to the City or the Owner at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

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

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

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

As to the City: City Manager
 160 Lake Avenue
 Palm Coast, FL 32164

As to the Owner: JTL Grand Landings Holdings LLC
 16660 Dallas Parkway, Suite 1600
 Dallas, TX 75248

SECTION 10. SEVERABILITY.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this 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 Agreement.

SECTION 11. SUCCESSORS AND ASSIGNS.

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

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

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

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

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

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for

Flagler County, Florida.

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

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

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

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

SECTION 13. TERM / EFFECTIVE DATE.

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

SECTION 14. RECORDATION.

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

SECTION 15. PERMITS.

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

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

(c) All development and impact fees charged by the City for construction or

development of subdivisions or site plans shall be paid by the Owner at the time the City issues a building permit or a certificate of occupancy.

SECTION 16. THIRD PARTY RIGHTS.

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

SECTION 17. TIME IS OF THE ESSENCE.

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

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

SECTION 18. ATTORNEY'S FEES.

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

SECTION 19. FORCE MAJEURE.

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

SECTION 20. CAPTIONS.

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

SECTION 21. INTERPRETATION.

(a) The Developer and the City agree that all words, terms and conditions contained

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

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

SECTION 22. FURTHER ASSURANCES.

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

SECTION 23. COUNTERPARTS.

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

SECTION 24. MODIFICATIONS / AMENDMENTS/NON-WAIVER.

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

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

SECTION 25. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE)

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

OWNER'S/APPLICANT'S CONSENT AND COVENANT:

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

WITNESSES:

JTL GRAND LANDINGS HOLDINGS LLC, a
Texas limited liability company

(print)

By: _____

Print: _____

(print)

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ the _____ of JTL GRAND LANDINGS HOLDINGS LLC, a Texas limited liability company, (check one) who is personally known to me or who produced _____ as identification.

Notary Public – State of _____

Print Name: _____

My Commission expires:

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William E. Reischmann, Jr., City Attorney

STATE OF FLORIDA
COUNTY OF FLAGLER

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

Notary Public – State of Florida
Print Name: _____
My Commission expires:

EXHIBIT "A"
[Subject Property]

Parcel "B"

A parcel of land lying in Sections 19, 20, 21, 28, 29, and 30, all in Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 20 and run South 01°30'02" East, along the Westerly line of said Section 20, a distance of 150.01 feet to the Northwesterly corner of lands described as tract 2 in Official Records Book 1329, Page 1277 of the Public Records of said county and the **POINT OF BEGINNING** of Parcel "B" herein described;

Thence run North 89°02'13" East, along the Northerly line of said Tract 2, a distance of 1887.28 feet to the Northeast corner of said Tract 2 and the Northwest corner of lands described as parcel C-1 in Official Records Book 1773, Page 1266; thence South 02°32'58" East, along the Westerly line of said Parcel C-1, a distance of 1766.27 feet to the Southwest corner of said parcel C-1; thence South 74°35'44" East, along the Southerly line of said parcel C-1. A distance of 3054.88 feet to the Southeast corner of said parcel C-1; thence North 28°40'19" East, along the Easterly line of said parcel C-1, 1573.31 feet to the Southerly line of lands described as parcel C-2 in said Official Records Book 1773, Page 1266; thence North 89°04'21" East, along last said Southerly line and the Southerly line of lands described as parcel 3 in said Official Records Book 1773, Page 1266, a distance of 1764.10 feet to the Westerly right-of-way line of Seminole Woods Parkway (a 124 foot right-of-way); thence South 17°03'15" East, along said Westerly right-of-way line, 1929.85 feet to the beginning of a curve, concave Westerly and having a radius of 1000.00 feet; thence Southerly, along said Westerly right-of-way line and the arc of said curve, 624.13 feet, said curve being subtended by a chord having a distance of 614.05 feet and bearing South 04°49'45" West; thence South 18°41'37" West, continuing along said Westerly right-of-way line, 415.16 feet to a jog in said Westerly right -of-way line; thence South 71°18'23" East, along said jog in Westerly right-of-way line, 22.00 feet to the Westerly right-of-way line of Seminole Woods Boulevard (an 80 foot right-of-way) and the end of said jog; thence South 18°42'27" West, along last said westerly right-of-way line, 897.66 feet; thence South 18°29'33" West, continuing along last said Westerly right-of-way line, 210.73 feet to the Northeasterly corner of lands described in Official Records Book 1623, Page 1955 of said county; thence South 69°25'15" West, along the Northerly line of said Official Records Book 1623, Page 1955, a distance of 696.65 feet, to the Northwest corner of said Official Records Book 1623, Page 1955; thence South 05°56'15" West, along the Westerly line of said Official Records Book 1623, Page 1955, a distance of 997.69 feet; thence S37°14'31" West, continuing along said Westerly line of Official Records Book 1623, Page 1955, a distance of 308.26 feet to the Northerly line of lands described in Official Records Book 1723, Page 0845; thence North 71°20'17" West along the Northerly line of said Official Records Book 1723, Page 845, a distance of 2899.90 feet to the Northwest corner of said Official records book 1723, page 845; thence South 18°31'43" West, along the Westerly line of said Official Records Book 1723, Page 845, a distance of 1202.42 feet to the Easterly line of lands described in Official Records Book 1375, Page 1329 of said county; thence North 24°13'06" West, along last said easterly line, 648.60 feet to the Northeast corner of said Official Records Book 1375, Page 1329; thence South 75°07'44" West, along last said Northerly line, 547.25 feet; thence South 16°56'05" West, 492.36

feet; thence South 39°33'00" East, 205.29 feet; thence South 83°09'02" East; 296.11 feet; thence South 27°35'02" West, 477.92 feet; thence South 07°01'37" East, 373.59 feet; thence South 40°54'31" East, .373.09 feet; thence North 89°33'00" East, 376.08 feet; thence North 03°24'22" East, 68.13 feet; thence North 43°50'42" West, 194.13 feet; thence North 27°42'03" West, 252.43 feet; thence North 17°21'11" West, 363.39 feet; thence North 54°59'59" East, 426.05 feet; thence South 28°35'48" East, 795.82 feet; thence South 22°28'43" West, 424.41 feet; thence South 12°27'20" East, 282.17 feet; thence North 61°08'13" West, 365.39 feet; thence South 87°20'40" West, 215.08 feet; thence South 08°57'10" East, 221.74 feet; thence South 15°25'25" West, 131.43 feet; thence South 43°23'44" East, 70.31 feet; thence South 87°58'47" East, 188.15'; thence South 17°18'02" East, 245.64 feet; thence South 56°02'13" West, 256.60 feet; thence South 30°18'30" West, 338.21 feet; thence South 73°59'21" West, 259.08 feet; thence North 05°31'05" West, 521.33 feet; thence North 38°46'38" West, 155.36 feet; thence North 02°50'42" West, 443.43 feet; thence North 24°44'50" West, 109.86 feet; thence North 21°31'33" West, 25.00 feet; thence South 61°27'01" West, 72.25 feet; thence North 23°03'10" West, 266.90 feet; North 19°36'50" East, 119.80 feet; thence North 21°31'33" West, 231.71 feet; thence North 08°33'17" West, 1204.63 feet to aforesaid Northerly line of Official Records Book 1375, Page 1329; thence South 74°58'14" West, along last said Northerly line, 1393.40 feet; thence South 86°33'58" West, along last said Northerly line and the Northerly line of Official Records Book 1544, Page 0810 of the Public Records of said county, 1535.86 feet; thence North 14°23'09" West, along last said Northerly line of Official Records Book 1544, Page 0810, a distance of 498.13 feet; thence North 34°43'35" West, along last said Northerly line, 200.98 feet; thence North 50°24'38" West, along last said Northerly line, 390.44 feet; thence North 06°40'33" West, along last said Northerly line, 66.40 feet to the Southerly line of lot 4 of Citation Commerce Park as per plat recorded in Map Book 0035, Pages 0061-0062 of the Public Records of said county; thence South 70°56'53" East, along last said Southerly line, 103.85 feet to the Southeast corner of said Lot 4; thence North 05°09'12" West, along the Easterly line of said Lot 4, a distance of 592.44 feet to the Southerly line of lands described in Official Records Book 0641, Page 1051 of said county; thence North 84°55'07" East, along last said Southerly line, 479.57 feet; thence North 05°11'08" West, along the Easterly line of said Official Records book 0641, page 1051, a distance of 899.94 feet to the Southerly right-of-way line of Citation Boulevard, said Southerly right-of-way line being in a curve, concave Northwesterly and having a radius of 2860.00 feet; thence Northeasterly, along said Southerly right-of-way line and along the arc of said curve, 1113.87 feet, said curve being subtended by a chord having a distance of 1106.84 feet and bearing North 64°41'02" East; thence North 53°27'45" East, continuing along said Southerly right-of-way line, 2073.88 feet to the end of said Citation Boulevard; thence North 24°40'17" West, 81.46 feet to the Southeasterly corner of Laguna Forest-Section 64 as per Plat recorded in Map Book 0018, Pages 0036-0043 of said county; thence North 25°19'21" West, along the easterly line of said Laguna Forest Section 64, a distance of 205.09 feet; thence North 36°30'37" West, continuing along last said Easterly line, 2915.74 feet to an intersection with aforesaid Westerly line of Section 20; thence North 01°30'02" West, along last said Westerly line, 97.86 feet to the **POINT OF BEGINNING** of Parcel "B" herein described.

Above described lands contain the entire plat of Grand Landings-phase 1 as recorded in Map Book 0036, Pages 0037-0047 of the Public Records of said county.

Less and except lots 5, 6, 11, 17, 18, 19, 23, 32, 33, 34, 35, 36, 37, 39, 40, 47, 48, 50, 51, 58, 63, 80, 85, 86, 88, 89, and tract "O" of the plat of Grand Landings-phase 1 as recorded in Map Book 0036, Pages 0037-0047 of the Public Records of said county.

Less and except those lands known as well site #8 and recorded in Official Records Book 0253, Page 0025 of the Public Records of said county.

Less and except those lands known as well site #9 and recorded in Official Records Book 0253, Page 0029 of the Public Records of said county.

Less and except those lands conveyed to Palm Coast Utility Corporation by Quit Claim Deed recorded in Official Records Book 0094, Page 0217 and as described in Special Warranty Deed to Florida Water Services Corporation as parcel RP 0020 and recorded in Official Records Book 0641, Pages 1051-1221 (at Page 1059) of the Public Records of said county.

Subject to a utility easement described in Official Records Book 0632, Page 1800 and shown as parcel E-0020B in Special Warranty Deed recorded in Official Records Book 0641, Pages 1051-1221 (at Pages 1217-1218) of the Public Records of said county.

Subject to a 40-foot drainage easement as recorded in Official Records Book 0549, pages 0991-1047 (at Page 1008) of the Public Records of said county. Said easement lying 40 feet westerly of and adjacent to the westerly right-of-way line of Seminole Woods Parkway and Seminole Woods Boulevard.

Subject to a 40-foot drainage easement as recorded in Official Records Book 0549, Pages 0991-1047 (at Page 1027) of the Public Records of said county. Said easement lying 40 feet easterly of and adjacent to a portion of the easterly boundary of said plat of Laguna Forest - Section 64 as per plat recorded in Map Book 0018, Pages 0036-0043.

Subject to easement recorded in Official Records Book 0010, Pages 0432-0441 (at Pages 0434-0436) of the Public Records of said county.

Subject to a non-exclusive road easement as recorded in Official Records Book 0253, Page 0027 of the public Records of said county.

Subject to a non-exclusive utility easement as recorded in Official Records Book 0600, Page 0679 of the Public Records of said county.

Subject to a temporary 50' fire access easement as recorded in Official Records Book 1622, Pages 0685-0709 (at Pages 0706-0707) of the Public Records of said county.

Subject to easement sites as recorded in Official Records Book 1654, Pages 0465-0483 of the Public Records of said county.

Subject to a non-exclusive easement for road purposes as recorded in Official Records Book 0253, Page 0027 of the Public Records of said county.

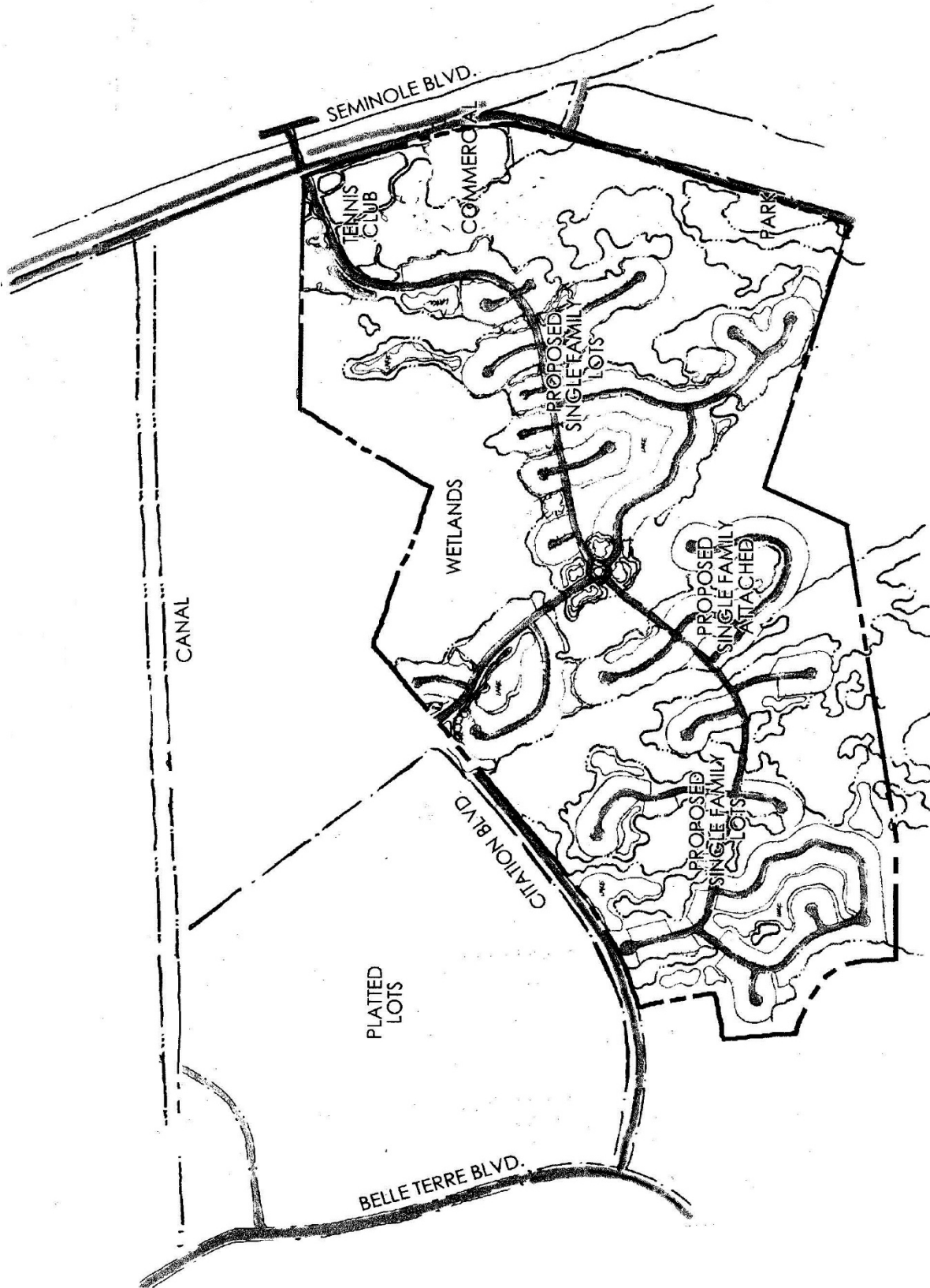
Subject to that certain glide angle easement as recorded in Official Records Book 0028, Page 0694 and Official Records Book 0030, Page 0454.

Including a parcel of land lying in Government Section 28, Township 12 South, Range 31 East, being a part of parcels 409, 413, and 414, recorded in Official Records Book 553, Pages, 1539 through 1840, of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the point of intersection of the Westerly Right-of-Way of Seminole Woods Parkway (80' R/W) and the extension of the Southerly Right-of-Way of Citation Parkway (80' R/W); thence run along the Westerly Right-of-Way of Seminole Woods Parkway South $18^{\circ}41'34''$ West a distance of 1108.73 feet to the **POINT OF BEGINNING**; thence continue on said Right-of-Way South $18^{\circ}41'34''$ West a distance of 1705.74 feet; thence leaving said Right-of-Way run North $37^{\circ}18'23''$ West a distance of 417.51 feet; thence run North $37^{\circ}16'01''$ East a distance of 307.35 feet; thence run North $05^{\circ}58'36''$ East a distance of 997.74 feet; thence run North $69^{\circ}24'41''$ East a distance of 696.75 feet to the **POINT OF BEGINNING**.

Said lands situated, lying and being in Flagler County, Florida.

EXHIBIT "B"
[Master Plan]



ORDINANCE 2019 - XX
**SECOND AMENDED AND RESTATED GRAND LANDINGS MASTER PLANNED
DEVELOPMENT (MPD) AGREEMENT**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF THE FLAGLER COUNTY AIRPORT, WEST OF SEMINOLE WOODS PARKWAY, AND EAST OF BELLE TERRE BOULEVARD AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT “A”; TO AMEND THE GRAND LANDINGS MASTER PLANNED DEVELOPMENT (MPD) AGREEMENT; BY INCREASING THE ALLOWED NUMBER OF SINGLE-FAMILY DETACHED OR ATTACHED HOMES WITHIN THE MPD FROM 749 TO 890 AND ALLOW THE DEVELOPER THE OPTION OF DEVELOPING ALL OR A PORTION OF THE COMMERCIAL ACREAGE AS MULTI-FAMILY RESIDENTIAL (MFR-2); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, two public hearings on the question of amending and restating the Master Planned Development (“MPD”) Agreement between JTL Grand Landings Development, LLC and the City of Palm Coast have been duly held in the City of Palm Coast, Florida and at such hearings, interested parties and citizens for and/or against the proposed establishment of this zoning district were heard; and

WHEREAS, JTL Grand Landings Development, LLC, (“Owner”) is the fee simple title owner of certain real property located in Palm Coast, Florida, more particularly described

in the legal description attached hereto as **Exhibit A**, and incorporated herein (the “Owner’s Property”); and

WHEREAS, the Owner has requested to amend and restate the Grand Landings MPD Agreement in order to provide for additional residential units and to allow the developer the option of developing some or all of the commercial portion of the MPD as multi-family uses under the MFR-2 Zoning District standards; and

WHEREAS, the Owner has fully complied with the requirements of the MPD Agreement outlining the procedure for amending the MPD Agreement.

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. Enactment. The City of Palm Coast City Council, pursuant to the Land Development code of the city of Palm Coast, hereby enacts an Ordinance amending and restating the Grand Landings Master Planned Development Agreement as provided for in the attached **Exhibit B**. The Palm Coast City Council specifically finds as follows:

(a) The proposed Development Agreement amendments do not adversely affect the orderly development of Palm Coast and is consistent with the Palm Coast Comprehensive Plan adopted by the City Council of the City of Palm Coast.

(b) The proposed Development Agreement amendments promote the health, welfare and safety of residents in the community and will have a positive impact for the use of the adjacent properties or the general neighborhood.

SECTION 3. Procedures. Upon enactment of this Ordinance amending the Development Agreement, the following procedures shall be observed:

(a) All maps, plans, exhibits, documents, covenants, agreements, stipulations, conditions and safeguards constituting the development plan as finally approved shall be placed on file, within thirty-(30) days of approval, in the offices of both the City of Palm Coast City Clerk and the Flagler County Clerk of Circuit Court, which shall constitute the regulations for the specific PUD District that have been approved.

(b) Development within the boundaries of the MPD District as approved shall take place in accord with the Land Development Code of the City of Palm Coast as may be modified or amended and the Grand Landings MPD Agreement, as amended pursuant to this Ordinance. A copy of said Development Agreement amendment shall be attached hereto.

(c) The Owner must execute and deliver this Development Agreement amendment to the City within thirty (30) days of this date. The City Manager is hereby delegated the authority to execute an amended and restated MPD Development Agreement to accomplish the amendments provided for herein.

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. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2019-_____ as adopted by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter. If Ordinance No. 2019-_____

does not become effective, then this ordinance shall become null and void.

APPROVED on first reading the _____ day of _____, 2019.

ADOPTED on the second reading after due public notice and hearing this _____ day of _____, 2019.

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

Approved as to form and legality

William E. Reischmann, Jr.

City Attorney

EXHIBIT "A"
[Subject Property]

Parcel "B"

A parcel of land lying in Sections 19, 20, 21, 28, 29, and 30, all in Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 20 and run South 01°30'02" East, along the Westerly line of said Section 20, a distance of 150.01 feet to the Northwesterly corner of lands described as tract 2 in Official Records Book 1329, Page 1277 of the Public Records of said county and the **POINT OF BEGINNING** of Parcel "B" herein described;

Thence run North 89°02'13" East, along the Northerly line of said Tract 2, a distance of 1887.28 feet to the Northeast corner of said Tract 2 and the Northwest corner of lands described as parcel C-1 in Official Records Book 1773, Page 1266; thence South 02°32'58" East, along the Westerly line of said Parcel C-1, a distance of 1766.27 feet to the Southwest corner of said parcel C-1; thence South 74°35'44" East, along the Southerly line of said parcel C-1. A distance of 3054.88 feet to the Southeast corner of said parcel C-1; thence North 28°40'19" East, along the Easterly line of said parcel C-1, 1573.31 feet to the Southerly line of lands described as parcel C-2 in said Official Records Book 1773, Page 1266; thence North 89°04'21" East, along last said Southerly line and the Southerly line of lands described as parcel 3 in said Official Records Book 1773, Page 1266, a distance of 1764.10 feet to the Westerly right-of-way line of Seminole Woods Parkway (a 124 foot right-of-way); thence South 17°03'15" East, along said Westerly right-of-way line, 1929.85 feet to the beginning of a curve, concave Westerly and having a radius of 1000.00 feet; thence Southerly, along said Westerly right-of-way line and the arc of said curve, 624.13 feet, said curve being subtended by a chord having a distance of 614.05 feet and bearing South 04°49'45" West; thence South 18°41'37" West, continuing along said Westerly right-of-way line, 415.16 feet to a jog in said Westerly right-of-way line; thence South 71°18'23" East, along said jog in Westerly right-of-way line, 22.00 feet to the Westerly right-of-way line of Seminole Woods Boulevard (an 80 foot right-of-way) and the end of said jog; thence South 18°42'27" West, along last said westerly right-of-way line, 897.66 feet; thence South 18°29'33" West, continuing along last said Westerly right-of-way line, 210.73 feet to the Northeasterly corner of lands described in Official Records Book 1623, Page 1955 of said county; thence South 69°25'15" West, along the Northerly line of said Official Records Book 1623, Page 1955, a distance of 696.65 feet, to the Northwest corner of said Official Records Book 1623, Page 1955; thence South 05°56'15" West, along the Westerly line of said Official Records Book 1623, Page 1955, a distance of 997.69 feet; thence S37°14'31" West, continuing along said Westerly line of Official Records Book 1623, Page 1955, a distance of 308.26 feet to the Northerly line of lands described in Official Records Book 1723, Page 0845; thence North 71°20'17" West along the Northerly line of said Official Records Book 1723, Page 845, a distance of 2899.90 feet to the Northwest corner of said Official records book 1723, page 845; thence South 18°31'43" West, along the Westerly line of said Official Records Book 1723, Page 845, a distance of 1202.42 feet to the Easterly line of lands described in Official Records Book 1375, Page 1329 of said county; thence North 24°13'06" West, along last said easterly line, 648.60 feet to the Northeast corner of said Official Records

Book 1375, Page 1329; thence South 75°07'44" West, along last said Northerly line, 547.25 feet; thence South 16°56'05" West, 492.36 feet; thence South 39°33'00" East, 205.29 feet; thence South 83°09'02" East; 296.11 feet; thence South 27°35'02" West, 477.92 feet; thence South 07°01'37" East, 373.59 feet; thence South 40°54'31" East, .373.09 feet; thence North 89°33'00" East, 376.08 feet; thence North 03°24'22" East, 68.13 feet; thence North 43°50'42" West, 194.13 feet; thence North 27°42'03" West, 252.43 feet; thence North 17°21'11" West, 363.39 feet; thence North 54°59'59" East, 426.05 feet; thence South 28°35'48" East, 795.82 feet; thence South 22°28'43" West, 424.41 feet; thence South 12°27'20" East, 282.17 feet; thence North 61°08'13" West, 365.39 feet; thence South 87°20'40" West, 215.08 feet; thence South 08°57'10" East, 221.74 feet; thence South 15°25'25" West, 131.43 feet; thence South 43°23'44" East, 70.31 feet; thence South 87°58'47" East, 188.15'; thence South 17°18'02" East, 245.64 feet; thence South 56°02'13" West, 256.60 feet; thence South 30°18'30" West, 338.21 feet; thence South 73°59'21" West, 259.08 feet; thence North 05°31'05" West, 521.33 feet; thence North 38°46'38" West, 155.36 feet; thence North 02°50'42" West, 443.43 feet; thence North 24°44'50" West, 109.86 feet; thence North 21°31'33" West, 25.00 feet; thence South 61°27'01" West, 72.25 feet; thence North 23°03'10" West, 266.90 feet; North 19°36'50" East, 119.80 feet; thence North 21°31'33" West, 231.71 feet; thence North 08°33'17" West, 1204.63 feet to aforesaid Northerly line of Official Records Book 1375, Page 1329; thence South 74°58'14" West, along last said Northerly line, 1393.40 feet; thence South 86°33'58" West, along last said Northerly line and the Northerly line of Official Records Book 1544, Page 0810 of the Public Records of said county, 1535.86 feet; thence North 14°23'09" West, along last said Northerly line of Official Records Book 1544, Page 0810, a distance of 498.13 feet; thence North 34°43'35" West, along last said Northerly line, 200.98 feet; thence North 50°24'38" West, along last said Northerly line, 390.44 feet; thence North 06°40'33" West, along last said Northerly line, 66.40 feet to the Southerly line of lot 4 of Citation Commerce Park as per plat recorded in Map Book 0035, Pages 0061-0062 of the Public Records of said county; thence South 70°56'53" East, along last said Southerly line, 103.85 feet to the Southeast corner of said Lot 4; thence North 05°09'12" West, along the Easterly line of said Lot 4, a distance of 592.44 feet to the Southerly line of lands described in Official Records Book 0641, Page 1051 of said county; thence North 84°55'07" East, along last said Southerly line, 479.57 feet; thence North 05°11'08" West, along the Easterly line of said Official Records book 0641, page 1051, a distance of 899.94 feet to the Southerly right-of-way line of Citation Boulevard, said Southerly right-of-way line being in a curve, concave Northwesterly and having a radius of 2860.00 feet; thence Northeasterly, along said Southerly right-of-way line and along the arc of said curve, 1113.87 feet, said curve being subtended by a chord having a distance of 1106.84 feet and bearing North 64°41'02" East; thence North 53°27'45" East, continuing along said Southerly right-of-way line, 2073.88 feet to the end of said Citation Boulevard; thence North 24°40'17" West, 81.46 feet to the Southeasterly corner of Laguna Forest-Section 64 as per Plat recorded in Map Book 0018, Pages 0036-0043 of said county; thence North 25°19'21" West, along the easterly line of said Laguna Forest Section 64, a distance of 205.09 feet; thence North 36°30'37" West, continuing along last said Easterly line, 2915.74 feet to an intersection with aforesaid Westerly line of Section 20; thence North 01°30'02" West, along last said Westerly line, 97.86 feet to the **POINT OF BEGINNING** of Parcel "B" herein described.

Above described lands contain the entire plat of Grand Landings-phase 1 as recorded in Map Book 0036, Pages 0037-0047 of the Public Records of said county.

Less and except lots 5, 6, 11, 17, 18, 19, 23, 32, 33, 34, 35, 36, 37, 39, 40, 47, 48, 50, 51, 58, 63, 80, 85, 86, 88, 89, and tract "O" of the plat of Grand Landings-phase 1 as recorded in Map Book 0036, Pages 0037-0047 of the Public Records of said county.

Less and except those lands known as well site #8 and recorded in Official Records Book 0253, Page 0025 of the Public Records of said county.

Less and except those lands known as well site #9 and recorded in Official Records Book 0253, Page 0029 of the Public Records of said county.

Less and except those lands conveyed to Palm Coast Utility Corporation by Quit Claim Deed recorded in Official Records Book 0094, Page 0217 and as described in Special Warranty Deed to Florida Water Services Corporation as parcel RP 0020 and recorded in Official Records Book 0641, Pages 1051-1221 (at Page 1059) of the Public Records of said county.

Subject to a utility easement described in Official Records Book 0632, Page 1800 and shown as parcel E-0020B in Special Warranty Deed recorded in Official Records Book 0641, Pages 1051-1221 (at Pages 1217-1218) of the Public Records of said county.

Subject to a 40-foot drainage easement as recorded in Official Records Book 0549, pages 0991-1047 (at Page 1008) of the Public Records of said county. Said easement lying 40 feet westerly of and adjacent to the westerly right-of-way line of Seminole Woods Parkway and Seminole Woods Boulevard.

Subject to a 40-foot drainage easement as recorded in Official Records Book 0549, Pages 0991-1047 (at Page 1027) of the Public Records of said county. Said easement lying 40 feet easterly of and adjacent to a portion of the easterly boundary of said plat of Laguna Forest - Section 64 as per plat recorded in Map Book 0018, Pages 0036-0043.

Subject to easement recorded in Official Records Book 0010, Pages 0432-0441 (at Pages 0434-0436) of the Public Records of said county.

Subject to a non-exclusive road easement as recorded in Official Records Book 0253, Page 0027 of the public Records of said county.

Subject to a non-exclusive utility easement as recorded in Official Records Book 0600, Page 0679 of the Public Records of said county.

Subject to a temporary 50' fire access easement as recorded in Official Records Book 1622, Pages 0685-0709 (at Pages 0706-0707) of the Public Records of said county.

Subject to easement sites as recorded in Official Records Book 1654, Pages 0465-0483 of the Public Records of said county.

Subject to a non-exclusive easement for road purposes as recorded in Official Records Book 0253, Page 0027 of the Public Records of said county.

Subject to that certain glide angle easement as recorded in Official Records Book 0028, Page 0694 and Official Records Book 0030, Page 0454.

Including a parcel of land lying in Government Section 28, Township 12 South, Range 31 East, being a part of parcels 409, 413, and 414, recorded in Official Records Book 553, Pages, 1539 through 1840, of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference being the point of intersection of the Westerly Right-of-Way of Seminole Woods Parkway (80' R/W) and the extension of the Southerly Right-of-Way of Citation Parkway (80' R/W); thence run along the Westerly Right-of-Way of Seminole Woods Parkway South $18^{\circ}41'34''$ West a distance of 1108.73 feet to the **POINT OF BEGINNING**; thence continue on said Right-of-Way South $18^{\circ}41'34''$ West a distance of 1705.74 feet; thence leaving said Right-of-Way run North $37^{\circ}18'23''$ West a distance of 417.51 feet; thence run North $37^{\circ}16'01''$ East a distance of 307.35 feet; thence run North $05^{\circ}58'36''$ East a distance of 997.74 feet; thence run North $69^{\circ}24'41''$ East a distance of 696.75 feet to the **POINT OF BEGINNING**.

Said lands situated, lying and being in Flagler County, Florida.