



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 Pete Lehnertz
Board Member Jake Scully
School Board Rep David Freeman

Wednesday, August 21, 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 MINUTES OF THE JULY 17, 2019 PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING

Public Hearings

- 2 AN AMENDMENT TO THE PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER TO AMEND THE USES ON TRACT 10B FROM PUBLIC/SEMIPUBLIC TO RESIDENTIAL AND TRACT 16 FROM BUSINESS/INSTITUTIONAL TO RESIDENTIAL ALONG WITH HOUSEKEEPING AMENDMENTS**

- 3 AN AMENDMENT TO THE PALM COAST PARK MASTER PLANNED DEVELOPMENT- DEVELOPMENT AGREEMENT AMENDING THE DESIGNATED USES ON TRACTS 10B, 10C, 19, 7A, 7B, 16, ALLOWING PUBLIC USES ON ALL TRACTS AND "HOUSEKEEPING" AMENDMENTS**

Board Discussion and Staff Issues

Adjournment

ATTACHMENTS

City of Palm Coast, Florida Agenda Item

Agenda Date: AUGUST 21, 2019

Department	PLANNING	Amount
Item Key	7004	Account
		#
Subject	MINUTES OF THE JULY 17, 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
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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
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School Board Rep David Freeman**

Wednesday, July 17, 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 July 17, 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 answering the roll call were:

Chair Davis
Vice Chair Smith
Mrs. Lucas
Mr. Scully
Mr. Dolney
Mr. DeMaria

Absent:
Mr. Freeman
Mr. Lehnertz

Approval of Meeting Minutes

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

Pass

Motion made to approve as amended with regard to agenda item #4 and #5 on the listing of approving members to remove Mr. DeMaria and add Mrs. Lucas as an approver 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, Board Member Sybil Dodson-Lucas

Public Hearings

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

Mr. Ray Tyner, Deputy Chief Development Officer, gave some background on this item including that this item was first heard during the May 15, 2019 PLDRB meeting and after two neighborhood meetings, the developer has made some changes to the Master Planned Development (MPD). The applicant removed some of the recently annexed properties which were part of the May 15, 2019 agenda item. Mr. Tyner introduced Mr. Bill Hoover, Senior Planner, who gave a presentation which is attached to these minutes.

Mr. Jeff Douglas, representing JTL Grand Landings Development, LLC and Mr. Michael Chimento, attorney, who is the official agent for the applicant were identified as being present to address any questions from the PLDRB members.

Chair Davis asked for clarification on the number of units that are being added. Mr. Tyner indicated that yes, the applicant is asking for an increase in the total

number of units for the project. Mr. Hoover explained that a portion of the commercial units would be allocated for multifamily units (MFR-2 zoning).

Mr. Smith questioned that the site development criteria in the table in the agenda packet was lacking a mention of the standard used. Mr. Tyner agreed to amend the table to show that the project meets the the Land Development Code (LDC) standards for the MFR-2 zoning district.

Mr. DeMaria questioned if the Police and Fire Departments had reviewed the proposed changes for impact. Mr. Hoover, clarified for the PLDRB members that those concurrency items would be addressed at the time of plat submittal. And for the commercial portion they would be addressed at the time of technical site plan (submittal). Mr. Tyner further added that the zoning review is like a 35,000 foot review and when they get to the plat review, qualified and licensed city staff looks at things like fire safety from the ground level.

Mr. DeMaria asked to clarify at the May 12, 2019 meeting that the PLDRB members added a condition that a separate school bus stop was added as well as an additional construction gate. It was explained that the school bus stop is still included in the proposed MPD agreement. However, since the additional lands are not included in the proposed MPD agreement there is not a requirement for an additional construction gate.

Mr. Dolney asked staff to clarify what the allocation for units will be for commercial density. Mr. Hoover clarified that the density will be based on the acreage used for residential.

Mr. Scully asked for clarification on where the additional multi-family units are coming from with this application. Mr. Hoover explained that the developers are using the same acreage just the lot sizes will be smaller.

Mr. Hoover clarified for Mrs. Lucas that the Flagler School Board representative has already reviewed the proposed changes and weighed in on them.

Mr. Hoover reviewed for Chair Davis the changes between tonight's proposal with those of the May 12, 2019 PLDRB meeting.

Mr. Chiumento, attorney for the applicant, addressed the PLDRB members to clarify the differences between the May 12, 2019 PLDRB meeting and the current proposed MPD. Ms. Reischmann (attorney for the City) clarified that the additional two parcels that were requested to be added to the MPD at the May 12th meeting have been removed from this agenda item tonight. Mr. Tyner further clarified the differences between the May 12th PLDRB agenda item that was approved by the PLDRB members and the agenda item tonight.

Mr. Chiumento clarified that the other change in tonight's agenda item is to include the 26 acre commercial tracts in the MPD agreement.

Chair Davis asked Mr. Chiumento to clarify the construction entry was also addressed in the new agreement. Mr. Chiumento said that they have an obligation to use the construction entrance.

Chair Davis opened this agenda item to the public at 6:10PM.

Mr. John Johnson, 121 S. Hummingbird Pl., he addressed the PLDRB members and is not in favor of this agenda item until the flooding issues are addressed in the existing development. Also he questioned the use of french drains without community approval.

Mr. Myers, (no address provided) addressed the PLDRB members and is not in favor of this agenda item as the MPD proposal will change the character of the community. Additional reasons include the lack of a commitment to expand the capacity at the amenity center and the lack of a commitment from the developer that there will not be any 5 story buildings added to the community.

Mr. George Schattel, 111 S, Coopershawk Way; addressed the PLDRB members and is not in favor of this agenda item due to character change for the development and is requesting that any apartment units be limited (below 5 stories high). In addition, he wishes that the existing construction entrance be enforced by the developer.

Mr. Jeff Baker, 109 Spoonville Dr., addressed the PLDRB members and is not in favor of this agenda item due to the impact to the roads from the additional construction vehicles (new phase) and lack of enforcement of the construction gate. He is requested a separate construction gate closer to the proposed location of the new phase and if this is not possible he is requested a bond be issued to be used once construction is completed to repair the existing roads.

Mr. Jack Howell, City Council Member, addressed the members and the public and informed them he was on a fact finding mission to learn about both sides of the issues. He is aware that this item will come before him eventually.

Ms. Sharon Bignotti, 107 Spoonville Dr., addressed the PLDRB members and is not opposed to taking some of the commercial property and replacing it with multi-family homes. However, she would like the new properties that are proposed to be based on the Master Planned Development Agreement, i.e. tree lined streets and color coordination. She does want commercial traffic kept off her street during construction.

Ms. Carolyn Sierra, 131 S. Coopershawk Way, addressed the PLDRB members and is not in favor of multi-family apts. being added to the community.

Mr. Dave Robinson, 119 Crype Myrtle, addressed the PLDRB members and is asking for an assurance that the previously discussed construction entrance requirement be enforced off Citation Blvd.

Ms. Katheen Allen, 106 North Starling Dr., addressed the PLDRB members and is asking for the location of the new apartments. That information was provided to her and she sat down.

Mr. John Johnson, 121 S. Hummingbird, addressed the PLDRB again and added to his prior comments regarding the flooding on his street was due to the elimination of the cul-de-sac on his street.

Mr. Chris McKee, 135 North Starling Dr., addressed the PLDRB members and is not in favor of multi-family units being added to the development.

Chair Davis closed this item to public comment at 6:29PM.

Chair Davis asked Mr. Douglas if these additional units will be part of the existing Home Owners' Association (HOA). Mr. Jeff Douglas clarified the history of the property and that these new units will be part of the Master HOA. Mr. Douglas clarified the declarant rights that apply to adding these homes to the existing HOA. Mr. Douglas clarified for Chair Davis the developer's relationship with the HOA and informed him that as issues are reported to him, he responds. However, in regard to the flooding, he stated that he hadn't heard of this issue previously. In regard to the road conditions when they are made aware of patches in the road system which are troublesome they address it.

Mr. Jeff Douglas clarified that the developer will agree to the height restrictions on the multi-family housing (4 feet height restrictions-12 UA). Again Mr. Douglas stated that he is looking to the HOA to approve the language that was provided to them by the developer to enforce the construction gate use.

Mr. Jeff Douglas commented on phases 4, 5 and 6 will be built off of Citation Blvd. and use this gated entrance.

Ms. Reischmann asked that Mr. Douglas clarify for the MPD what the agreed to height limitation will be. Mr. Douglas stated 3 stories - 35 feet limitation will be added to the MPD. In addition, he clarified that the front entrance apartments will not be part of the HOA, they will not be part of the existing amenities nor part of the gated community (they will be outside of the gate).

Mr. Tyner commented that a number of the issues brought up tonight are not zoning related issues and he already mentioned to the neighbors that on behalf of the City he would assist them to identify and work through those that are HOA related and those that are City related.

Pass

Motion made to approve as amended with regard to a 35' height limitation and a separate construction gate off Citation Blvd. once construction of phase 4 commences by Board Member Dolney and seconded by Board Member Dodson-Lucas

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

Board Discussion and Staff Issues

Irene Schaefer, Recording Secretary, reminded the PLDRB members that the September 2019 meeting will be held on Tuesday, September 17th @ 5:30PM at City Hall not Wednesday, September 18th due to a City Council Special Budget Meeting.

Adjournment

Motion made that the meeting be adjourned by Mr. DeMaria and the motion was seconded by Mr. Dolney. The meeting was adjourned at 6:47PM.

*Respectfully Submitted by:
Irene Schaefer, Recording Secretary*

ATTACHMENT

City of Palm Coast, Florida Agenda Item

Agenda Date: August 21, 2019

Department	PLANNING	Amount	
Item Key	6961	Account	
		#	
Subject	AN AMENDMENT TO THE PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER TO AMEND THE USES ON TRACT 10B FROM PUBLIC/SEMIPUBLIC TO RESIDENTIAL AND TRACT 16 FROM BUSINESS/INSTITUTIONAL TO RESIDENTIAL ALONG WITH HOUSEKEEPING AMENDMENTS		
Background:	<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 accommodate a land swap between Palm Coast Florida Holdings, LLC and the Flagler County School District. The land swap will result in a larger school site (30+/- acres) on Tracts 7A and 7B, and the need to permit residential uses on the previous school site (Tract 10B). Additionally, Tract 16 previously identified for Business/Institutional uses is proposed to allow Residential uses to accommodate additional units displaced in the land swap. Additional changes will include “housekeeping” or clean-up items to eliminate unnecessary language or conditions which have been completed.</p> <p>There are no proposed changes to the entitlements (# of units or sq. feet of development) as part of this amendment.</p> <p>Analysis: The proposed amendment is consistent with the Comprehensive Plan based on the following policies:</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 location of the new school site will continue to be along a major arterial with existing water and central sewer service.</p> <p><i>-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.</i></p> <p>The proposed amendment does not propose new development that may impact the availability of infrastructure</p> <p>Additionally, the proposed amendment is consistent with criteria established in the Land Development Code (LDC) based on the following:</p>		

- 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,
- There is a positive impact on public facilities due to larger school site,
- 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.



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR APPLICATION # 4086**

OVERVIEW

Application #: 4086

Applicant: City of Palm Coast

Property Description: 4,671 +/- acres generally located along both sides of US Highway 1, between Palm Coast Parkway and Old Kings Road

Property Owners: Palm Coast Land, LLC (as Master Developer)

Parcel ID #: Numerous

Current FLUM designation: DRI-Mixed Use, Conservation

Current Zoning designation: Master Planned Development (Mixed Uses)

Current Use: Vacant land with some infrastructure constructed

Size of subject property: 4,671 +/- acres

Requested Action: Amend the Palm Coast Park Development of Regional Impact (DRI) Development Order to amend the permitted uses on Tract 10B from Public/Semipublic to Residential and Tract 16 from Business/Institutional to Residential, and housekeeping amendments based on previously approved amendments to the DO.

Recommendation: Approval

ANALYSIS

REQUESTED ACTION

The City of Palm Coast initiated this proposed amendment to the Palm Coast Park Development of Regional - Development Order (DO). The proposed amendment is a repurposing of certain tracts in the DRI which comes as a result of a Memorandum of Understanding (MOU) between Palm Coast Florida Holdings, LLC and the Flagler County School District to swap parcels in order to provide a larger school site (30+/- acres). Additionally, the new site will allow the parties to potentially coordinate on stormwater facilities. The amendment will also convert tract previously identified for Business/Institutional uses (Tract 16) to Residential Use. The other amendments are "housekeeping" in nature and is intended to eliminate unnecessary language or conditions which have been completed.

BACKGROUND/SITE HISTORY

The following bullet points highlight the previous amendments to the Palm Coast Park Development of Regional Impact Development Order:

- On December 7, 2004 (by Resolution # 2004-48), the Palm Coast City Council approved the Palm Coast Park Development of Regional Impact Development Order (DRI DO) encompassing 4677 +/- acres. The original entitlements approved 3,600 dwelling units and 3.2 million sq. ft. of non-residential.
- 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.
- On October 4, 2011, the City Council adopted the 2nd Amended and Restated DRI DO (Resolution # 2011-93). This was a clean-up amendment incorporating changes to phasing dates, acreage of total development, update acreage of common area, update of map exhibits, and update of certain conditions related to recreation.
- Conversion of 43,200 sq. ft. of commercial/retail to 360 dwelling units by letter as permitted by original DO.
- 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.
- 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.
- 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. The additional residential units comes from the conversion of 139,000 sq. ft. of retail uses.
- On March 5, 2019, the City Council approved Resolution # 2019-20, the Sixth Amendment to the Palm Coast Park DRI DO which deletes a 6.1 acre parcel from the DRI boundaries;

The table below summarizes the current entitlements for the DRI.

Land Use	Gross Bldg./Units or Area	Acreage (in acres)
Residential	4,960 DUs	1,494
Office	800,000 SF	140
Commercial	1,317,800 SF	475
Industrial	800,000 SF	300
Institutional	100,000 SF	20
Common Area	----	2,214

To mitigate the impacts from the approved entitlements, the approved DRI-DO included the following conditions:

Specific Condition #	Description
8. Transportation	Prepay- \$7,521,000 in prop share (COMPLETE) plus impact fees
11. Affordable Housing	Reanalysis of affordable housing need prior to development Phase 2.
12. Police and Fire Protection	Donate 2 site(s) up to 6 acres in total. Pending.
13. Recreation and Open Space	Donate total of 74 acres for parks consisting of Tracts A, 5F and 10C or a site in Tracts 9 or 10A (COMPLETE with changes)
14. Education	Donate 25 acre site, all or portion of Tract 10B to Flagler County School District. (COMPLETE with changes)

DENSITY/INTENSITY AND POPULATION

The proposed amendment will not affect the available entitlements for the Palm Coast Park DRI. The amendment will reflect an agreement between a developer and the school district to relocate the school site to accommodate an additional 5-acres for a school site (new total 30+/- acres) on Tracts 7A and 7B. As a result of this exchange, the tract initially identified as a school site (Tract 10B) is proposed to be developed for residential uses.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

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

Staff Finding: This amendment to the Palm Coast Park DRI Development Order is not in conflict with, or contrary to, the public interest. The proposed new school site will provide additional acreage for school construction and the ability for the developer to accommodate stormwater for the school site.

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

Staff Finding: The request is consistent with the following objectives and policies of the Comprehensive Plan:

Chapter 1 Future Land Use Element:

-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.

The proposed amendment is consistent with the above policy. The location of the new school site will continue to be along a major arterial with existing water and central sewer service.

-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 propose new development that may impact the availability of infrastructure

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

Staff Finding: The proposed amendment will not impact the demand on infrastructure.

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;

Staff Finding: The proposed DRI amendment will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. The amendment will accommodate the objective of providing a larger site for the development of a school to serve the northern section of Palm Coast.

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

Staff Finding: The amendment does not impact the need for the Palm Coast Park DRI to comply with the development standards of the City's Land Development Code, the Palm Coast Park DRI Development Order, the Comprehensive Plan, the latest version of the Palm Coast Park MPD Development Agreement, and the requirements of all other applicable agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.06.03

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*":

A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;

Staff Finding: As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the proposed DRI amendment is in conformance with the Comprehensive Plan elements (including portions related to DRIs) and their goals, objectives and policies.

B. Its impact upon the environment and natural resources;

Staff Finding: The DRI review process identified the appropriate areas for development and includes conditions to address impacts on the environment and natural resources. The proposed amendment will not impact any area or condition previously identified for environmental protection.

C. Its impact on the economy of any affected area;

Staff Finding: Impacts to the Palm Coast economy are anticipated to be positive since the construction of a school in this section of Palm Coast will increase the area's appeal to families.

The attraction of residential development into the area will then lead to development of service activities for the new residents.

D. *Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;*

Staff Finding: The proposed amendment will have a positive impact on government agencies ability to provide services since the proposed amendment will provide a larger school site (30+/- acres). Additionally the proposed new location of the school will provide the opportunity for the school district and the adjacent landowner to share a stormwater pond.

E. *Any changes in circumstances or conditions affecting the area;*

Staff Finding: Since the original approval of the DRI in 2004, recommended standards for school sites have changed. The proposed amendment provides the school district with an opportunity to meet the recommended standards for an elementary school site (30 acres).

F. *Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;*

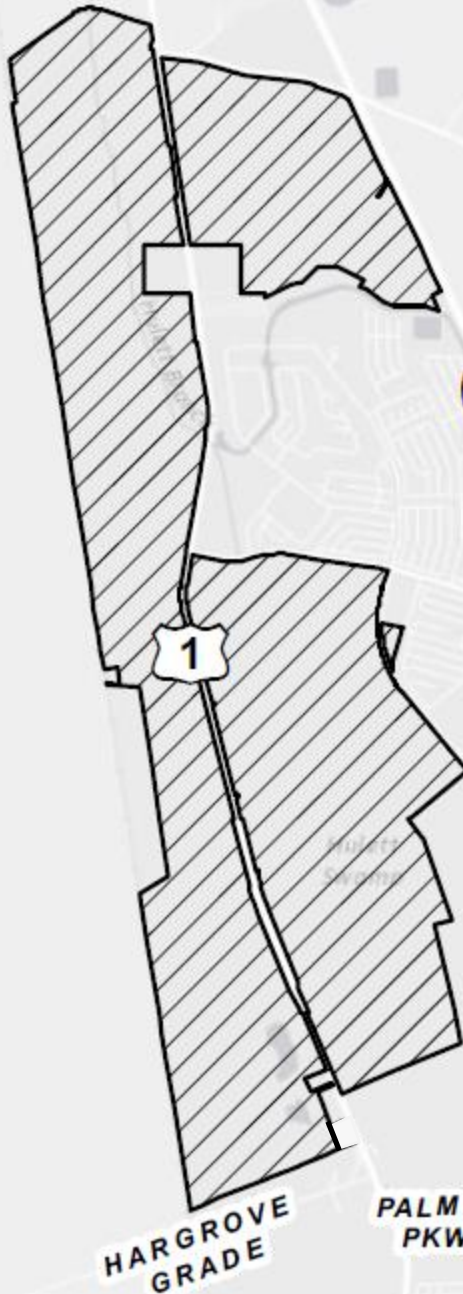
Staff Finding: The proposed amendment will not affect land use compatibility or create negative impacts to surrounding properties.

G. *Whether it accomplishes a legitimate public purpose:*

Staff Finding: The proposed amendment accomplishes a legitimate public purpose by providing a larger school site.

RECOMMENDATION

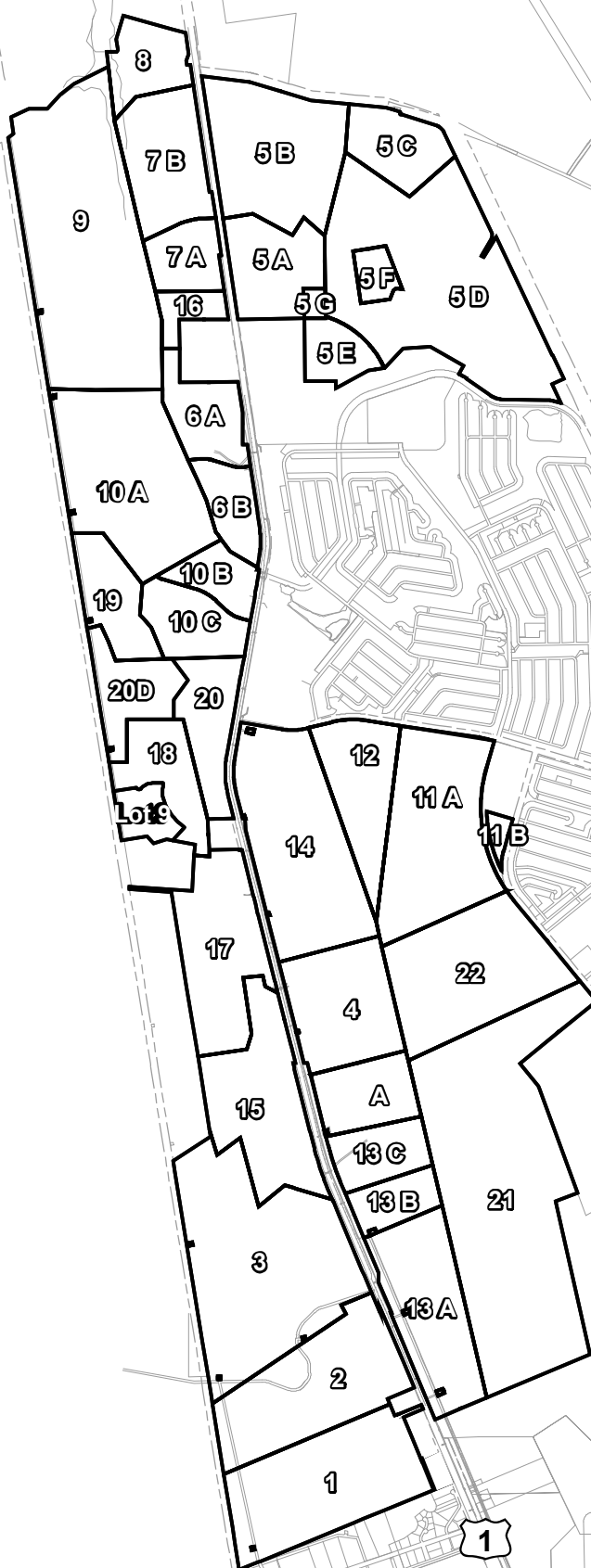
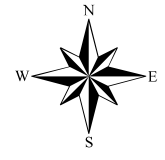
Planning staff recommends that the Planning and Land Development Regulation Board (PLDRB) recommend that City Council APPROVE the proposed amendment to the Palm Coast Park DRI Development Order.



**Palm Coast Park
DRI / MPD**

**PALM COAST
PKWY NW**

**HARGROVE
GRADE**



PALM COAST PARK

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

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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 (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's Notification of a Proposed Change to a Previously
6 Approved Development of Regional Impact was approved and the
7 Amended and Restated Palm Coast Park DRI Development Order (the
8 "Amended and Restated DO") was recorded on July 23, 2007, in
9 Official Records Book 1600, Page 49, of the Public Records of
10 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; and

5 WHEREAS, on October 16, 2018, City Council approved
6 Resolution # 2018-140, the Fifth amendment to the Palm Coast Park
7 DRI-DO to allow 1,000 additional residential units and add
8 conditions related to impacts of the additional units, and amend
9 the permitted land uses on certain tracts, and
10

11 WHEREAS, on March 5, 2019, the City Council approved
12 Resolution # 2019-20, the Sixth Amendment to the Palm Coast Park
13 DRI DO which deletes a 6.1 acre parcel from the DRI boundaries;
14 and

15 WHEREAS, whenever an action or approval of the City is
16 referred to herein, except for actions relating to the City
17 Council, the action shall be taken by the City Manager, or
18 designee; and

19 WHEREAS, whenever an action, right or eligibility of the
20 Developer is referred to herein, the action may be taken by,
21 or the right or eligibility may belong to Palm Coast Park
22 Community Development District ("CDD") but all conditions,
23 covenants and agreements set forth in the Amended and Restated
24 DO are the obligation of the Developer and the Key Property
25 Owners.

1 Statutes, and Rule 9J-5, Florida Administrative Code, (now
2 repealed).

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

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

7 ~~6. The Palm Coast Park DRI is consistent with the 2011~~
8 ~~Assessment Report and Recommendations of the NEFRC issued~~
9 ~~pursuant to Section 380.06, Florida Statutes.~~

10 76. The public hearing to consider this Amended and
11 Restated DO was properly noticed and held by the City Council
12 pursuant to Section 380.06, Florida Statutes.

13 87. Development of the Palm Coast Park DRI pursuant to the
14 ADA was determined to be consistent with the achievement of
15 the objectives of the adopted State Comprehensive Plan, as
16 codified at Chapter 187, Florida Statutes, and will not
17 unreasonably interfere with the achievement of those
18 objectives.

19 **PART II**

20 **GENERAL CONDITIONS**

21 1. **ADA.** The Palm Coast Park DRI shall be developed in
22 accordance with the development plan, information, and
23 commitments contained in the following: (i) ADA dated June 10,
24 2003; (ii) the First ADA Sufficiency Response dated October
25 29, 2003; (iii) the Second ADA Sufficiency Response dated
February 20, 2004; and (iv) Palm Coast Park Master Plan, Map

1 H, attached as **Exhibit "B"** hereto (the "Master Plan"), all of
2 which are incorporated herein by reference except to the extent
3 of any conflict with the express terms of this Amended and
4 Restated DO.

5 2. **Notice of this Development Order.** Notice of this
6 Amended and Restated DO and any subsequent amendment hereto
7 shall be recorded by Developer in accordance with the
8 provisions of Sections 28.222 and 380.06(15)(f)(2003), *Florida*
9 *Statutes*, with the Clerk of the Circuit Court of Flagler
10 County, Florida. Any subsequent owner/developer or assignee
11 from Developer shall be subject to the provisions contained in
12 this Amended and Restated DO. Any contract or agreement for
13 sale by Developer of all or any portion of the Palm Coast Park
14 DRI shall contain a legend substantially in the following form
15 clearly printed or stamped thereon.

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

~~COAST. OR AT THE OFFICES OF THE DEPARTMENT OF
ECONOMIC OPPORTUNITY, STATE OF FLORIDA,
TALLAHASSEE, FLORIDA.~~

3. **Land Use Totals.** The Palm Coast Park DRI may be developed up to, but not to exceed, the following:

<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 2014 and the current reduction)	475 Acres
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.

** 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 property owners and visitors.

In addition to the above land uses, public schools, fire and rescue stations and other public facilities that are

1 required by this Amended and Restated DO are allowable uses
2 within the Palm Coast Park DRI.

3 **4. Land Use Conversion Table.**

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

13 Conversions (simultaneous increases and
14 decreases) of total land uses, as shown in Section 3 above,
15 shall be permitted, subject to the following conditions and
16 limitations:

17 • Approximate acreage for each land use
18 category shall not be altered as a result of any conversion.

19 • Conversions of up to 10% of any land use (as
20 measured by dwelling units or square feet) shall be an
21 entitlement of the Developer but shall require notice to the
22 City Manager as a tracking mechanism.

23 • Conversions of any non-residential land use
24 in excess of 10%, but in no event cumulatively more than 30%,
25 or conversion of residential land use in excess of 10%, but in
no event cumulatively more than 600 dwelling units, may occur,

subject to City Council approval, to insure that substantial and material adverse impacts on public 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 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 Expiration. 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 shall construct or cause to be constructed, at a minimum, the major infrastructure

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 shall install, or
12 require other developers to install, conduit for fiber optics,
13 telephone and cable service. Title to all conduit shall be
14 dedicated or otherwise conveyed to the City.

15 Each phase shall last at least 5 years unless extended
16 pursuant to Section 380.06~~(19)~~, *Florida Statutes*, or unless
17 Developer elects to accelerate the beginning date of a
18 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. ~~transmittal to~~
5 ~~the DEO in accordance with Rule 73C-40.025, Florida~~
6 ~~Administrative Code and Subsection 380.07(2), Florida Statutes~~
7 ~~(2003).~~

8 7. **Monitoring Official.** The City Manager or designee
9 shall be the local official responsible for monitoring the Palm
10 Coast Park DRI for compliance ~~by Developer and Key Property~~
11 ~~Owners with this Third Amended and Restated DO.~~

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

22 9. **Election Regarding Environmental Rules.** Pursuant to
23 Section 380.06(5)(c), *Florida Statutes*, Developer has elected
24 to be bound by the rules adopted pursuant to Chapters 373 and
25 403, *Florida Statutes*, in effect as of the date of the DO,
including, but not limited to, the provisions of Section

1 373.414(13), *Florida Statutes*. Such rules shall be applicable
2 to all applications for permits pursuant to those chapters
3 which are necessary for and consistent with the development
4 authorized in this Amended and Restated DO, except that a later
5 adopted rule shall be applicable to an application if:

6 (a) the later adopted rule is determined by the
7 adopting agency to be essential to the public health, safety
8 and welfare, or

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

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

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

15 (e) the later adopted rule is required by State or
16 Federal law.

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

24 10. **Level of Service Standards.** The Palm Coast Park DRI
25 shall be required to meet all level of service standards in
the City's Comprehensive Plan and all requirements of the

1 City's concurrency management system. However, pursuant to
2 Section 163.3180(12)(2003), *Florida Statutes*, if authorized by
3 the City's Comprehensive Plan, the Developer may satisfy the
4 transportation concurrency requirements by meeting the
5 transportation conditions contained in this Amended and
6 Restated DO and paying all City transportation impact fees.

7 11. **Biennial Reporting.** A biennial monitoring report for
8 the Palm Coast Park DRI shall be prepared by Developer or its
9 successors or assigns and shall be submitted to ~~NEFRC, DEO and~~
10 the City no later than June 30, 2006 and then biennially
11 thereafter until buildout (individually a "Monitoring Report"
12 and collectively the "Monitoring Reports"). ~~The Monitoring~~
13 ~~Reports shall be submitted consistent with the reporting~~
14 ~~requirements adopted in Section 380.06(18)(2003), Florida~~
15 ~~Statutes, as amended from time to time.~~ Each Monitoring Report
16 shall include the following:

17 (a) A description of any changes made in the plan of
18 development, phasing, or in representations contained in the
19 ADA since the effective date of the DO, and any actions taken
20 by the City to address those changes. Copies of any approvals
21 taken to address changes, including copies of any revised
22 master plans not previously submitted, shall be attached to
23 each Monitoring Report.

24 (b) A summary comparison of development activity
25 proposed or conducted since the previous Monitoring Report and
activity projected for the period until submittal of the next

1 Monitoring Report. The summary shall include the following: a
2 description of site improvements, gross floor area constructed
3 by land use type, location, and phase, with appropriate maps.
4 A tabulation of the amount of acreage developed in the
5 reporting period shall be provided by land use categories
6 listed in Chapter 28-24, *Florida Administrative Code*.

7 (c) An identification of the name(s) of the
8 purchaser(s) of any undeveloped tract(s) of the DRI Property,
9 including the location(s) and size of the tract(s) purchased,
10 and the amount of development rights allocated to the
11 purchaser(s), with map(s) which show the parcel(s) or sub-
12 parcel(s) acquired.

13 (d) A cumulative summary of all development that has
14 taken place within the Palm Coast Park DRI by the land use
15 categories shown on the Master Plan, including gross floor
16 areas constructed by land use type and location, together with
17 a cumulative summary of location, size (acreage), development
18 rights purchased (land use type and square footage or units),
19 and the name of the purchaser of all parcels purchased within
20 the Palm Coast Park DRI.

21 (e) To the extent known to Developer, a description
22 of any lands purchased or optioned within 1 mile of the
23 boundaries of the Palm Coast Park DRI by a person who has
24 acquired a fee simple or lesser interest in the Palm Coast Park
25 DRI subsequent to the effective date of the DO (but excluding
persons who have only acquired a leasehold interest in lands

1 or improvements within the Palm Coast Park DRI), identifying
2 such land, its size, and its intended use on a site plan and
3 map (to the extent feasible).

4 (f) A listing of any substantial local, state, and
5 federal permits, which were obtained, applied for, or denied,
6 during this reporting period, specifying the agency, type of
7 permit, permit number, permit expiration date, parcel,
8 location, and activity for each permit.

9 (g) A description of any moratorium or consent order
10 imposed by a regulatory agency on development within the Palm
11 Coast Park DRI, specifying the type of moratorium or consent
12 order, duration, cause, and remedy as well as additional
13 information regarding any "out of compliance" status issued by
14 the applicable regulatory authority.

15 (h) An analysis, including a letter from the
16 appropriate utility service provider, demonstrating that there
17 will be sufficient capacity of potable water, wastewater, and
18 solid waste facilities serving the Palm Coast Park DRI for the
19 anticipated development for the ensuing reporting period.

20 (i) An assessment of Developer's or its successor's
21 compliance with conditions and commitments contained in this
22 Second Amended and Restated DO.

23 (j) A description of any change to the previously
24 reported stormwater plans and design criteria or planting,
25 monitoring, mitigation and maintenance programs.

1 (k) A description of any known incremental
2 applications for development approval or requests for a
3 substantial deviation that were filed in the reporting period
4 or to be filed during the next reporting period.

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

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

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

21 (ii) Traffic counts, turning movements, and
22 actual levels of service for existing conditions and projected
23 for the ensuing 2 year period, including traffic estimates for
24 the following roads, including intersections. Developer shall
25

1 distinguish between project-related traffic and total traffic
2 volumes:

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

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

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

14 (iii) A description of any new and/or improved
15 roadways, traffic control devices or other transportation
16 facility improvements to be constructed or provided by
17 Developer or governmental entity to accommodate the total
18 existing and anticipated traffic demands.

19 (n) A statement certifying that ~~the NEFRC, DEO,~~ the
20 City, and all affected agencies have been sent copies of the
21 Monitoring Report in conformance with Subsections 380.06~~(15)~~
22 ~~and (18)~~, Florida Statutes. Developer shall ensure that
23 appropriate agencies receive a copy of each Monitoring Report.

24 **12. Application for Proposed Changes.** Developer shall
25 submit ~~simultaneously~~ to the City, ~~the NEFRC, and the DEO,~~ any

1 applications for proposed changes to the Palm Coast Park DRI.
2 ~~and shall comply with the provisions of Section 380.06(19),~~
3 ~~Florida Statutes, concerning non-substantial deviations.~~

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

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

11
12 **To Developer:** Palm Coast Land, LLC
13 145 City Place, Suite 300
14 Palm Coast, Florida 32164
15 Attn: Manager
16

17 ~~With a copy to: Carter Sawmill Creek, LLLP~~
18 ~~3333 S. Orange Avenue, Suite 200~~
19 ~~Attn: General Partner~~
20 ~~Orlando, FL 32806~~

21
22
23 ~~Optimum Global Properties, LLC~~
24 ~~6996 Piazza Grande Avenue, Suite 202~~
25 ~~Attn: Manager~~

1 ~~Orlando, FL 32835~~

2
3 **To the City:** City of Palm Coast
4 160 Lake Avenue
5 Palm Coast, Florida 32164
6 Attn: City Manager
7 Telephone: (386) 986-3702
8

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

1 16. **Rendition of Order to DEO.** ~~Within 20 days of the~~
2 ~~approval and execution of this Amended and Restated DO, the~~
3 ~~City shall render a copy of this Amended and Restated DO, with~~
4 ~~all attachments certified as complete and accurate by certified~~
5 ~~mail, return receipt requested, to the DEO, Bureau of Local~~
6 ~~Planning, the NEFRC, and the Developer~~Consistent with changes
7 in Florida Statutes regulating DRIs, rendition of this DO to
8 DEO is not required.

9 17. **Other General Conditions.**

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

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

21 (c) The Developer acknowledges that the requirements
22 and conditions of this Amended and Restated DO as set forth
23 herein result from the impacts of development of the DRI
24 Property on public facilities and systems, are reasonably
25 attributable to the development of the DRI Property, are based

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

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

1 and all costs of recording instruments in the public records
2 of the County.

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

6 **PART III**

7 **SPECIFIC CONDITIONS TO THIS DEVELOPMENT ORDER**

8 **1. Vegetation and Wildlife.**

9 (a) The Developer shall preserve at least 116 acres
10 of gopher tortoise habitat prior to commencing any development
11 activities on the DRI Property. Preservation shall be
12 accomplished as follows: (i) preserving the 44.66-acres shown
13 as Tract C on ~~Third-Fourth~~ **Revised Exhibit "D"** hereto, through
14 granting a perpetual conservation easement to the Florida Fish
15 and Wildlife Conservation Commission ("FFWCC"), in a form
16 acceptable to the FFWCC, within 1 calendar year from the
17 effective date of the DO; and (ii) preserving an additional
18 71.34-acres of gopher tortoise habitat within 2 calendar years
19 from the effective date of the DO by either (1) contributing
20 to the purchase of preservation land by payment of a sum equal
21 to \$5,859 per acre, or the prevailing cost per acre in effect
22 at the time of the payment, whichever is greater, to the FFWCC
23 Land Acquisition Trust Fund, (2) preserving an appropriate
24 number of acres of habitat on site, agreeable to the FFWCC, or
25 (3) choosing a combination of items (1) or (2) that equal a

1 total of 71.34 acres of gopher tortoise habitat protection.
2 Any onsite habitat preserve shall encompass at least 25-acres
3 of contiguous gopher tortoise habitat and shall be acceptable
4 to the FFWCC. No construction shall commence on the DRI Property
5 until the Developer has protected at least 116 acres of gopher
6 tortoise habitat, obtained the necessary gopher tortoise
7 permit(s) from the FFWCC, and complied with all permit
8 conditions.

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

19 (c) Should listed species be determined to reside on,
20 or otherwise be significantly dependent upon the Palm Coast
21 Park DRI property, the Developer shall cease all development
22 activities which might negatively affect that individual or
23 population. The DRI Property shall be developed in full
24 compliance with all applicable laws, rules and regulations.
25

1 The Developer shall provide proper protection to the
2 satisfaction of all agencies with jurisdiction over the matter.

3 **2. Wetlands.**

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

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

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

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

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

1 (iv) Wildfire mitigation management practices
2 will be routinely implemented on all vacant property within the
3 DRI boundaries, specifically in the vegetation areas shown as
4 scrub and brushland, pine flatwoods, coniferous plantations and
5 forest regeneration areas. Mitigation shall include, but is
6 not limited to controlled burning, mechanical mowing or
7 chopping, tree thinning and animal grazing. The Developer
8 shall implement these practices on normal cycle for this work
9 which is approximately three to five years

10 (c) The Developer shall record conservation easements
11 in favor of the St. Johns River Water Management District
12 ("SJRWMD") and the City covering the preserved wetlands on-
13 site. The conservation easements shall be recorded upon
14 recordation of a plat containing the wetlands or upland buffer
15 areas.

16 Should silviculture operations continue prior to
17 the commencement of individual site development, silviculture
18 activities shall be prohibited in that portion of the DRI
19 Property that consists of wetland areas to be preserved and
20 those areas adjacent to wetlands that will be used as buffers
21 to the wetland areas.

22 (d) The Developer shall perform field verification of
23 wetland boundaries associated with Conservation FLUM areas
24 which shall be provided to the City in electronic format. After
25 field verification, the delineated Conservation FLUM areas

1 shall be preserved, except where they are crossed by road
2 rights-of-way or easements or rights-of-way for other public
3 facilities.

4 (e) The Developer shall promptly provide to the City a copy
5 of all Federal and State environmental permits prior to
6 construction activities being undertaken. The Developer or its
7 assigns shall be required to comply with all terms and
8 conditions of all such permits. No wetland impacts shall occur
9 without acquiring all necessary State and Federal permits and
10 approvals by the City.

11 **3. Floodplains.**

12 (a) All structures shall have a finished floor
13 elevation a minimum of 1-foot above the FEMA 100-year
14 floodplain. All structures shall also have a finished floor
15 elevation a minimum of 1 foot above the center line of the
16 adjacent roadway. The City Land Use Administrator may waive
17 the foregoing requirements provided a site grading plan is
18 submitted demonstrating sufficient treatment storage is
19 provided and adequate conveyance will prevent flooding of
20 structures during the 100-year event. All roadways shall be
21 constructed at or above the FEMA 100-year floodplain. The
22 10-year frequency storm shall be used to calculate the design
23 hydraulic gradient line for local roadways. The maximum
24 hydraulic gradient line for roadways shall be no higher than 6-
25 inches below the edge of pavement.

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

4 **4. Water Supply.**

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

15 To the maximum extent feasible, reclaimed water
16 shall be the primary source of water to meet irrigation demand,
17 with surface water from the stormwater management system acting
18 as back up source to meet additional irrigation requirements.

19 (b) The Developer shall undertake 2 demonstration
20 projects, 1 residential and 1 non-residential, which implement
21 and exhibit water-wise landscaping principals which incorporate
22 drought-tolerant or native vegetation. The non-residential
23 demonstration project may be undertaken on a 1-acre site within
24 the frontage park along US-1.

1 (c) Water conservation strategies, including
2 Xeriscape landscape techniques and low flow plumbing fixtures
3 shall be incorporated into the construction, operation, and
4 maintenance phases of the Palm Coast Park DRI, and shall be
5 included in the covenants and deed restrictions. The
6 conservation strategies shall include the following conditions:

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

21 (ii) The Developer shall include information on
22 Xeriscape and/or native vegetation and/or drought-tolerant
23 vegetation (SJRWMD Xeriscape Plant Guide), water conservation
24 guides & IFAS's Xeriscape plant guides and IFAS Cooperative
25

1 Extension Services' "Florida Yards and Neighborhoods" materials
2 in design guidelines.

3 (iii) Fertilizer used within the Project shall
4 contain at least 70% organic or slow release ingredients, with
5 the exception of limited special purpose fertilizer
6 applications as appropriate.

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

- 9 • Specific percentage of water
10 wise/native vegetation required throughout the DRI Property.
- 11 • Limits on turf areas.
- 12 • Use of water-saving fixtures.
- 13 • Sub-metering multi-family units.
- 14 • Use of non-potable water for outside
15 irrigation.
- 16 • Use of rain-sensing sprinklers.
- 17 • Distribution of water conservation
18 literature to residents and tenants.

19 (v) The Developer shall ensure compliance with
20 conditions (c) (i) through (c) (iv) of this ~~Third~~ Amended and
21 Restated DO; provided, however, that such obligations may be
22 assigned to other parties by the Developer with the consent of
23 the City. The Developer, homeowner's association or CDD, shall
24 implement a customer and employee water conservation education
25 program as specified in Section 12.2.5.1(e) of the SJRWMD

1 Consumptive Use Permitting Applicant's Handbook. The curriculum
2 of the education program shall be supplied with the first
3 Monitoring Report and each subsequent Monitoring Report until
4 build-out. This condition may be satisfied by the City with
5 approval from the SJRWMD.

6 (d) Easements for adequate accessibility to and from
7 existing and proposed wellheads shall be established within 1
8 year for each wellhead on the DRI property in order that
9 construction, maintenance, and other necessary activities to
10 facilitate the production of potable water is achieved. All
11 easements shall be in a form approved by the City. Developer
12 or any successors in interest shall have the right from time to
13 time to relocate any easements that provide accessibility to
14 and from any existing or proposed wellhead to another location,
15 provided, however, that (i) any such relocation of an easement
16 shall not unreasonably interfere with the City's non-exclusive
17 right to utilize the easement, as relocated, for access to and
18 from the wellhead; (ii) such relocation of the easement shall
19 result in the City's right to and enjoyment of a means of an
20 access to and from the wellhead which is substantially similar
21 to the means of access which the City possessed and enjoyed
22 prior to such alteration or relocation of the easement; (iii)
23 the Developer shall bear the cost of relocating any roadways,
24 power lines or other facilities serving the well site which are
25 moved as a result of the relocation of any easement; and (iv)

1 relocation of roadways, power lines and other facilities serving
2 a well site shall be accomplished in a manner that does not
3 cause disruption to the production of any existing well or
4 result in degradation, alteration or loss of production of
5 potable water.

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

16 **5. Groundwater Protection.**

17 (a) A buffer zone with a 500-foot radius shall be
18 established around each existing and proposed wellhead where no
19 construction activities involving hazardous materials shall be
20 conducted and no hazardous material and/or waste generation
21 facilities may be constructed. Direct stormwater runoff shall
22 be diverted away from these buffer areas to stormwater treatment
23 ponds which shall be located outside of the protection zone.

24 (b) Use of Floridan Aquifer, intermediate (confined
25 surficial), and surficial aquifer wells, that do not fall within

1 the SJRWMD's specific consumptive use permitting requirements
2 (less than 6 inches in diameter), are prohibited on the Palm
3 Coast Park DRI property, unless approved by the City and
4 applicable regulatory agencies, with the exception of Tract 5C
5 as shown on ~~Third~~ Fourth Revised Exhibit "D" hereto, provided
6 that the wells are approved by the applicable regulatory
7 authorities. This prohibition, as with all other provisions of
8 this Amended and Restated DO, shall act as a deed restriction
9 to the DRI Property.

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

13 (d) The following best management practices shall
14 apply to geotechnical borings:

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

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

24 (iii) If contamination is detected in any
25 geotechnical boring, the contaminated soil shall not be used as

1 replacement material and the horizontal and vertical extent of
2 the contamination shall be assessed and reported to the City
3 and the appropriate regulatory authority.

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

17 (f) Whenever it is determined by the City or
18 authorized regulatory agency that a discharge of regulated
19 substances is resulting in imminent threat of contamination of
20 groundwater or danger to life or property from the contamination
21 of groundwater, the Developer shall require immediate
22 corrective action as required by the City. The Developer hereby
23 grants to the City the right of entry into the DRI Property and
24 the right to take clean-up activities necessary to protect the
25 public health, safety and welfare and to pass on the cost of

1 clean up activities to the responsible party. Initiation of
2 any required clean-up activities as directed by the City shall
3 commence within 24 hours and shall be completed within the time
4 specified by the City or other regulatory authority. If
5 immediate corrective measures are not taken and there is
6 immediate threat to the City's potable water resources, danger
7 or hardship to the public, the City may enter upon lands, take
8 corrective actions, and place a lien on the real property of
9 such person(s) to recover the costs of the corrective measures.
10 This prohibition, as with all other provisions of this Amended
11 and Restated DO, shall act as a deed restriction within the DRI
12 Property.

13 **6. Wastewater Management.**

14 (a) Development within Palm Coast Park DRI shall occur
15 concurrent with the provision of adequate central sewer service
16 meeting the adopted level of service of the City's Comprehensive
17 Plan.

18 (b) Onsite Wastewater Treatment Systems (septic
19 systems) may be allowed for single family residential areas with
20 lot sizes that contain a minimum of 1-acre of contiguous uplands
21 but only in the area designated as Tract 5C on ~~Third~~ Fourth
22 **Revised Exhibit "D"** hereto; provided, however, that all septic
23 systems must be approved by the appropriate regulatory authority
24 to ensure that ground or surface waters will not be negatively
25 impacted. The City, through coordination with the Flagler

1 County Health Department, may require aerobic treatment units
2 adjacent to lands that the City deems as environmentally
3 sensitive. Temporary above-ground tanks may be used to provide
4 sewage service to construction and marketing trailers until
5 central sewer lines are installed.

6 (c) The Developer shall identify a minimum 30-acre
7 site acceptable to the City for the purpose of locating new
8 water and wastewater utility plants. The site shall be
9 dedicated to the City within 60 days of the effective date of
10 the DO in a form acceptable to the City. Simultaneously with
11 the conveyance of title to the site for the water and wastewater
12 utility plants, the City shall release its option to purchase a
13 well site that is known as the SW-108 Well Site and its option
14 to purchase a water plant site along US-1.

15 **7. Stormwater Management.**

16 (a) A stormwater pollution prevention construction
17 operating plan ("SWPPP") shall be attached to and incorporated
18 into the construction and permit documents for all projects
19 constructed within the Palm Coast Park DRI that require a
20 general or individual SJRWMD permit. The SWPPP shall be
21 implemented upon initiation of construction activities. The
22 SWPPP shall be similar to the SWPPP provided in **Exhibit "E"**
23 hereto, but may be modified to accommodate the specific
24 construction project and site. Appropriate maintenance
25 personnel shall be required to attend the Florida Stormwater,

1 Erosion and Sedimentation Control Training and Certification
2 Course for Contractors and Inspectors.

3 (b) A Water Quality Monitoring Plan ("WQ Monitoring
4 Plan") shall be developed by the Developer for review and
5 approval of FDEP. The WQ Monitoring Plan shall include water
6 quality monitoring stations, all of which shall be approved by
7 FDEP. There shall be 2 baseline-sampling events (1 wet and 1
8 dry) completed prior to initiation of development activities on
9 the DRI Property. When approved, the WQ Monitoring Plan shall
10 be automatically incorporated into this Second Amended and
11 Restated DO.

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

14 (i) Implementation of a Pesticide/Nutrient
15 Management Plan, with a City approved entity identified and
16 appointed to oversee the process. The plan that is adopted and
17 the name of the entity that was appointed to oversee the process
18 shall be provided to the City and the FDEP.

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

22 • Best Management Practices for Golf
23 Course Maintenance Department.

1 • Florida Green Industries: Best
2 Management Practices for Protection of Water Resources in
3 Florida.

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

6 **8. Transportation.**

7 (a) Notwithstanding the phasing schedule that is set
8 forth in Section 5, under Part II above, for the purpose of
9 phasing and transportation recommendations, Palm Coast Park DRI
10 is divided into 3 phases based upon ITE trip generation estimates
11 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

12
13
14
15
16
17 (b) The Developer shall provide all rights-of-way and
18 associated easements and facilities necessary to construct the
19 internal roadway network and shall be responsible for
20 constructing the internal roadway network. The creation of the
21 rights-of-way shall be in a form acceptable to the City.

22
23 (c) The Developer shall be responsible for the
24 construction of all turn lanes and traffic signals (as required)
25 providing direct access to Palm Coast Park DRI as well as the
conveyance of additional necessary rights-of-way.

1 ~~(d) Prior to the end of Phase 1 or 2019, whichever is~~
2 ~~sooner, an Interchange Justification Report ("IJR") shall be~~
3 ~~completed by the Developer in cooperation with the FDOT~~
4 ~~(District 5 and District 2) for the proposed Interstate~~
5 ~~95/Matanzas Woods Parkway interchange (the "Interchange"). Upon~~
6 ~~the Palm Coast Park DRI generating a total of 3,145 PM Peak Hour~~
7 ~~Trips (including primary, internal, pass-by and diverted), if~~
8 ~~the IJR determines that the Interchange is required, the~~
9 ~~Interchange must be funded in the City's Capital Improvement~~
10 ~~Element or Plan or in the first three years of FDOT's five year~~
11 ~~plan or the provision of subsection 8(c) will apply.~~

12 ~~(e) If the condition relating to the funding of the~~
13 ~~Interchange set forth in Section 8(d.) has not been met, the~~
14 ~~Developer must submit a modification to this Third Amended and~~
15 ~~Restated DO through the DRI substantial deviation process. The~~
16 ~~substantial deviation shall require the reanalysis of the~~
17 ~~projected Palm Coast Park DRI traffic impacts and identification~~
18 ~~of any mitigation that is required to maintain concurrency~~
19 ~~without the Interchange. Alternately, the Developer may elect~~
20 ~~to suspend or reduce the development program of the Palm Coast~~
21 ~~Park DRI to levels that will not adversely impact the road~~
22 ~~network.~~

23 ~~(f)~~ Developer's proportionate share contribution to
24 mitigate offsite transportation impacts for Palm Coast Park DRI,
25 equal to 10,233 PM Peak Hour Trips, totals \$14,021,000, as shown

1 on **Exhibit "F"** hereto. Pursuant to Section 163.3180(12)(2003),
2 Florida Statutes, the Developer shall mitigate offsite
3 transportation impacts for Palm Coast Park DRI by paying to the
4 City the amount of \$7,271,000 and paying the cost of the IJR in
5 the estimated amount of \$250,000 for a total contribution of
6 \$7,521,000 ("Traffic Mitigation Pipeline Amount"), and in
7 addition, Developer hereby waives its right to impact fee
8 credits for impact fees that are paid in connection with
9 development within the Palm Coast Park DRI (the "Palm Coast Park
10 Impact Fees"). Based upon current impact fees, the Palm Coast
11 Park Impact Fees are estimated at \$6,750,034, and consequently
12 the value of Developer's proportionate-share contribution upon
13 execution of this agreement is estimated at \$14,271,034
14 (\$7,521,000 Traffic Mitigation Pipeline Amount + \$6,750,034
15 estimated Palm Coast Park Impact Fees = \$14,271,034). Impact
16 fees are not limited to any amount specified in this paragraph;
17 the developer or sub-developers will pay the impact fee amounts
18 in effect at the time each building permit is issued. Developer
19 shall pay the Traffic Mitigation Pipeline Amount, with the
20 exception of the cost of the IJR, to the City within 1 year
21 following the date the Palm Coast Park CDD is created, but not
22 later than 18 months following the effective date of the DO
23 unless extended by the City and subject to such conditions as
24 the City may impose. Developer shall pay the cost of the IJR
25 in accordance with Subsection (d) above.

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

CITY TRAFFIC MITIGATION

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

1 ~~_(g) To demonstrate that the State Road System will not~~
2 ~~be degraded below adopted service levels as indicated in the~~
3 ~~traffic analysis for the Palm Coast Park DRI, each Monitoring~~
4 ~~Report shall include a report on the status of the Matanzas~~
5 ~~Woods Parkway/I-95 overpass (the "Overpass") and the status of~~
6 ~~the Interchange (the "Overpass/Interchange Status Report").~~

7 ~~Until the Overpass is constructed and accepted by~~
8 ~~FDOT, the Overpass/Interchange Status Report shall include the~~
9 ~~status of funding, permitting and construction of the Overpass.~~
10 ~~Until the Interchange has been constructed and accepted by FDOT,~~
11 ~~the Overpass/Interchange Status Report shall include the status~~
12 ~~of the IJR, design, permitting and construction of the~~
13 ~~Interchange. The Overpass/Interchange Status Report shall be~~
14 ~~discontinued after the Overpass and Interchange have both been~~
15 ~~constructed and accepted by FDOT.~~

16 ~~In the event the Overpass and Interchange are not~~
17 ~~constructed or funded for construction within 3 years of the~~
18 ~~projected need, the Developer shall be required to identify~~
19 ~~alternative traffic improvements (the "Alternative Traffic~~
20 ~~Improvements") that will maintain the adopted service levels on~~
21 ~~the roadways within the primary impact area of Palm Coast Park~~
22 ~~DRI ("Adopted Service Levels"). In the event Alternative Traffic~~
23 ~~Improvements are not funded for construction within 3 years of~~
24 ~~the projected need, the density/intensity of development within~~
25

~~the Palm Coast Park DRI shall be limited to the extent necessary to maintain the Adopted Service Levels.~~

(~~he~~) 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
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

1 described above. The traffic study shall include a projection
 2 of background and Project traffic for the next 2-year period
 3 and the resulting projection of the level of service for those
 4 roadways at the end of the 2-year period. Project traffic shall
 5 include the impacts of all existing Project development, and
 6 all Project development likely to receive building permits
 7 during the next 2-year period. At a minimum, the traffic study
 8 methodology and the study results shall be supplied to the NEFRC
 9 and the FDOT (District 5 and District 2) for review, and shall
 10 be subject to written approval by the City and DEO. The
 11 evaluation of I-95 shall be based on the most recent Annual
 12 Average Daily Traffic volume, as identified by the FDOT,
 13 converted to a 2-way peak hour volume using a K^{100} factor,
 14 calculated from FDOT data for the closest continuous count
 15 station.

16 The traffic study shall include an assessment of
 17 2-way external PM peak hour trips (defined as total trips minus
 18 internal trips minus pass-by trips) for the existing Project
 19 and Project traffic for the next 2-year period. The phase of
 20 the Project will be defined by the number of Project external
 21 PM peak hour 2-way trips (which ever is reached first), as
 22 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.

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

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

1 • Spacing of approved and proposed full median
2 openings/traffic signals and a statement of compliance with the
3 FDOT Access Management requirements.

4 • Spacing of approved and proposed directional
5 access locations (including directional left-turn median
6 openings and right-in/right-out access) and a statement of
7 compliance with the FDOT Access Management requirements.

8 • Identification of joint access driveways.

9 • Identification of improved roadways parallel to
10 US-1 which reduce direct access from the Palm Coast Park DRI to
11 US-1 or increase corridor capacity.

12 The Monitoring Report shall include daily traffic
13 counts on US-1 indicating hourly directional flows collected at
14 up to 4 locations between full median accesses located at active
15 entrances to the Palm Coast Park DRI. For purposes hereof, an
16 active entrance is any entrance on US-1 that provides access to
17 a development area within the Palm Coast Park DRI that has
18 received a certificate of occupancy. Daily traffic counts shall
19 be averaged from traffic counts conducted over a consecutive
20 72-hour period beginning no earlier than 12:00 p.m. (noon) on
21 a typical Monday and ending no later than 12:00 p.m. (noon) on
22 a typical Friday. The traffic counts shall be factored to peak-
23
24
25

1 season values using FDOT's weekly count factors maintained for
2 Flagler County.

3 The Monitoring Report shall indicate the level of
4 service for the relevant segments of US-1 and I-95 according to
5 the procedures set forth in the current version of the Highway
6 Capacity Manual as may be implemented by software approved by
7 FDOT (e.g., the current version of the Highway Capacity
8 Software). The Monitoring Report shall identify the existing
9 peak-hour level of service and the projected peak-hour level of
10 service based upon the traffic impacts from the planned
11 development within the Palm Coast Park DRI over the following
12 2 years. If roadway improvements are required to maintain the
13 adopted level of service on US-1 and I-95, the improvements
14 shall be identified and if they are not funded for construction
15 within 3 years of the projected need, the density/intensity of
16 development within the Palm Coast Park DRI shall be limited to
17 the extent necessary to maintain the Adopted US-1 Service Level.
18

19 The Developer may elect, at its discretion, to study
20 a longer horizon period to provide advance identification of
21 potential capacity deficiencies on US-1. Advance identification
22 of deficiencies may allow for the planning, programming and
23 funding of improvements in a timely manner thereby avoiding the
24 potential interruption of development within the Palm Coast
25 Park DRI.

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

7 If and when the service level for a roadway listed in
8 the Monitoring Report, which the Project significantly impacts,
9 falls below the adopted level of service in the City's
10 Comprehensive Plan for US-1, prior to buildout of the Project,
11 no further building permits shall be issued until mitigation
12 measures and/or improvements which would achieve the minimum
13 acceptable levels of service are guaranteed and scheduled, as
14 follows:

- 15 ● **SCHEDULE AND GUARANTEE OF IMPROVEMENTS** - If and
16 when required to allow additional building permits to be issued,
17 a schedule shall be provided by the Developer which specifically
18 provides for the mitigation of impacts from the Project on each
19 significantly impacted relevant segment of US-1 and I-95 which
20 will operate below the adopted level of service standard at the
21 end of buildout of each phase of the Project, or alternatively,
22 a subset stage of that phase. The schedule shall ensure that
23 each and every improvement to relevant segments of US-1 and
24 I-95 which is necessary to achieve the adopted level of service
25 standard for that stage or phase of the Project shall be

1 guaranteed to be under actual construction. This guarantee shall
2 be in the form of (i) a clearly identified, executed and
3 recorded local government development agreement, consistent
4 with Sections 163.3220 through 163.3243, Florida Statutes, that
5 is attached as an exhibit to a development order, and which
6 ensures, at a minimum, that all needed roadway improvements
7 will be available concurrent with the impacts of development,
8 consistent with Section 163.3180(2)(c)(2003), Florida Statutes;
9 (ii) The City's CIE adopted pursuant to Rule 9J-5.0055(3)(c),
10 *Florida Administrative Code*, concurrency management system in
11 its Comprehensive Plan; (iii) an FDOT commitment in the current
12 5 years of the Adopted Work Program for Florida Intrastate
13 Highway System (FIHS) facilities in construction within the
14 first 3 years of the Adopted Work Program for all other
15 facilities to provide all needed roadway improvements; (iv) a
16 binding and enforceable commitment in a development order by
17 the Developer to provide all needed roadway improvements
18 concurrently with the development schedule approved in the
19 development order; or (v) any combination of guarantees (i)
20 thru (iv) above that ensures that all needed roadway
21 improvements will be provided concurrently with the development
22 schedule approved in the development order.

23 In addressing the construction of the needed roadway
24 improvements to the relevant segments of US-1 and I-95, the
25 schedule shall list all roadway improvements needed to be

1 constructed by phase or stage, the anticipated date of
2 completion for the construction of each needed improvement, the
3 party responsible for the construction of each improvement, and
4 the form of the commitment that relates to the construction of
5 each improvement.

6 As part of the Monitoring Report, the status of the
7 road improvements shall be assessed and reported. The City shall
8 evaluate the appropriateness of issuing additional building
9 permits if the Monitoring Report reveals that any needed
10 transportation improvements as set forth herein are no longer
11 scheduled, or have been delayed in schedule, such that the
12 Developer or it assigns no longer ensure that the planned
13 roadway improvements for that stage or phase of the Project
14 will be constructed within the planned time frame.

15 A change to the approved development schedule for the
16 Project, as opposed to a change to the schedule of needed
17 improvements, will need to be addressed through the notification
18 of proposed change provisions of Section 380.06(19), *Florida*
19 *Statutes*.

20 ● **PROPORTIONATE SHARE PAYMENTS** - This option shall
21 only be available to the extent that the FDOT, for facilities
22 on the State Road System, agrees to accept proportionate share
23 payments as adequately mitigating the impacts of the Project on
24 the significantly impacted portions of US-1 and I-95. Such an
25 agreement shall be attached as an exhibit to a development order

1 and shall be in the form of either a clearly identified,
2 executed and recorded local government development agreement,
3 consistent with Sections 163.3220 through 163.3243, Florida
4 Statutes; an interlocal agreement; a FDOT joint participation
5 agreement; or a written acceptance by the affected local
6 government governing board or the FDOT (District 5 and
7 District 2), as appropriate.

8 For purposes hereof, "proportionate share
9 payment" means a contribution from a developer or owner of a
10 DRI to the local government or the governmental agency having
11 maintenance responsibility for those facilities, which makes
12 adequate financial provision for the public transportation
13 facilities needed to accommodate the impacts of the proposed
14 development. The proportionate share payment shall be deemed to
15 make adequate financial provision for such facilities if it is
16 equal to or greater than the sum of the costs of improvements
17 attributable to the proposed development derived from the
18 application of the following formula. The costs of improvements
19 attributable to the proposed development are based upon the sum
20 of the cost of improving each significantly impacted state and
21 regional roadway which will operate at worse than the level of
22 service standard in the local government's approved
23 comprehensive plan or the FDOT level of service standards for
24 roads on the Florida Intrastate Highway System at each project
25 stage or project phase and at project buildout. The

1 proportionate share of the cost of improvements of each such
2 roadway is calculated according to the following formula:

$$3 \quad \frac{(\text{DRI trips})}{(\text{SV increase})} = \text{cost}$$

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

8 SV increase = the change in 2-way peak hour maximum service
9 volume of the roadway resulting from construction of the
10 improvement necessary to maintain the adopted level of service.
11 In determining the SV increase for US-1, the base service volume
12 shall be defined as the service volume for a 4-lane divided
13 uninterrupted flow highway for urban areas as described in the
14 2002 Quality/Level of Service Handbook, published by the Florida
15 Department of Transportation.

16 Cost = cost of construction, at the time of developer
17 payment, of an improvement necessary to maintain the adopted
18 level of service. Construction cost includes all improvement
19 associated costs, including engineering design, right-of-way
20 acquisition, planning, engineering, inspection, and other
21 associated physical development costs directly required and
22 associated with the construction of the improvement, as
23 determined by the governmental agency having maintenance
24 authority over the roadway.

25 **9. Air Quality.**

1 The following dust control measures shall be undertaken
2 by the Developer during all construction activities throughout
3 build-out of the Palm Coast Park DRI:

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

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

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

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

15 **10. Hurricane Evacuation.**

16 (a) All residents of the Palm Coast Park DRI shall be
17 provided by the Developer with information regarding the
18 vulnerability of the development to the impacts of hurricanes.
19 This information shall take the form of educational materials
20 designed to increase evacuation participation.

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

1 (c) Prior to the construction of the bridge crossing
2 the Hulett Branch, an engineering study shall be completed that
3 includes analysis to ensure the final structure shall remain
4 stable and not be damaged by the surge flow during a hurricane
5 storm event.

6 **11. Affordable Housing.**

7 (a) Prior to the commencement of development of Phase
8 2 and Phase 3, the Developer shall reanalyze the affordable
9 housing impacts of the Palm Coast Park DRI. The methodology to
10 be utilized to complete this reanalysis and the results of the
11 reanalysis shall be reviewed and approved by the DEO (or its
12 successor), the NEFRC and the City. The reanalysis shall also
13 include an assessment of need for moderate-income housing
14 generated by the Palm Coast Park DRI. If the reanalysis
15 indicates that employees within the Palm Coast Park DRI are
16 having a significant problem finding affordable housing in
17 reasonable proximity to their places of work, that impact shall
18 be mitigated as appropriate. This Amended and Restated DO shall
19 be amended to incorporate appropriate mitigation strategies for
20 any identified affordable housing impacts prior to the
21 commencement of Phase 2 development.

22 (b) Any addition to the development of the
23 non-residential portion of the Palm Coast Park DRI in excess of
24 200,000 square feet of office space, 300,000 square feet of
25 retail space, 200,000 square feet of light industrial space and

1 40,000 square feet of institutional space during Phase 1 shall
2 require an assessment of new affordable housing impacts
3 associated with the employees of the additional non-residential
4 development.

5 **12. Police and Fire Protection.**

6 (a) The Developer shall deed to the City two (2) or
7 more Fire Station Sites acceptable to the City, containing up
8 to 6 acres in total, which shall be located within a service
9 delivery area acceptable to the City for purposes of providing
10 fire and rescue services to the Palm Coast Park DRI. The Fire
11 Station Sites shall be deeded to the City free of charge, in a
12 form acceptable to the City, and shall be free and clear of
13 liens or encumbrances. The Developer shall convey title to the
14 first Fire Station Site to the City within 180 days following a
15 request by the City.

16 (b) Prior to the construction of any development
17 exceeding 3 stories in height, one of the following scenarios
18 must occur within the 3-mile service delivery area:

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

21 (ii) The Developer has contributed a proportionate
22 share of the cost of an aerial apparatus based upon approved
23 non-residential development square footage and residential units
24 in excess of 3 stories within the service delivery area (fire
25 station within 3 miles). An agreement for provision of service

1 reached between the Developer and the City with regard to
2 proportionate share contributions may supercede this condition
3 at the City's election.

4 13. **Recreation and Open Space.**

5 ~~(a) The Developer shall deed or cause project~~
6 ~~developers to deed to the City, on a form or forms acceptable to~~
7 ~~the City, title to 74 acres of land to serve as park sites~~
8 ~~(together "Park Sites"; individually "Park Site"). The Park Sites~~
9 ~~shall consist of Tracts A and 5F and Tract 10C or a site in Tract~~
10 ~~9 or Tract 10A, as shown on **Third Revised Exhibit "D"** hereto. At~~
11 ~~least 50% of each Park Site shall consist of contiguous reasonably~~
12 ~~compact uplands. Conveyance of title to the Park Sites to the~~
13 ~~City shall not relieve the Developer of its obligation to pay the~~
14 ~~City's park and recreation impact fees.~~

15 ~~(b) In cooperation with City staff, the Developer and~~
16 ~~the CDD shall use due diligence to prepare a conceptual park site~~
17 ~~plan for Tract A, as shown on **Third Revised Exhibit "D"** hereto~~
18 ~~(the "Community Park Site") and permit and improve the Community~~
19 ~~Park Site so buildings, playfields and other recreational~~
20 ~~facilities can be constructed thereon in the future without~~
21 ~~additional site preparation ("Site Improvements"). Site~~
22 ~~Improvement shall include clearing (to the extent required),~~
23 ~~excavating a pond, or ponds, sufficient in size to provide~~
24 ~~stormwater retention for the Community Park Site, depositing and~~
25 ~~leveling the excavated fill material on the site, seeding and~~

1 ~~mulching to establish suitable ground cover and planting trees in~~
2 ~~compliance with Section 3(d) of **Third Revised Exhibit "H"** hereto.~~

3 ~~_____ (c) Within 12 months following completion of the Site~~
4 ~~Improvements (subject to permitting delays) the Developer and the~~
5 ~~CDD shall design and construct roadway improvements to provide~~
6 ~~access from US-1 to the Community Park Site costing up to \$300,000~~
7 ~~(the "Access Improvements"). The Access Improvements may include~~
8 ~~US-1 median improvements, acceleration and deceleration lanes and~~
9 ~~a shared access road with adjacent Tract 4. If the cost to design~~
10 ~~and construct the Access Improvements is less than \$300,000, the~~
11 ~~Developer and the CDD will spend the difference to install~~
12 ~~landscaping or make other improvements to the Community Park Site~~
13 ~~as determined by the City (the "Other Improvements").~~

14 ~~_____ (d) Consistent with (a) above, when Site Improvements~~
15 ~~are completed, the Developer (Palm Coast Land, LLC) shall convey~~
16 ~~to the City title to the Community Park Site, free and clear of~~
17 ~~any liens and other encumbrances, including CDD assessments, but~~
18 ~~subject to easements in favor of the CDD for the existing frontage~~
19 ~~park along US-1 (the "US-1 Frontage Park") and the segment of the~~
20 ~~trail connection between Belle Terre Parkway and US-1 that runs~~
21 ~~through the Community Park Site (the "Trail Segment"). The~~
22 ~~conveyances will also be subject to a covenant that the City will~~
23 ~~enhance and maintain the ground cover and landscaping in the~~
24 ~~segment of the US-1 Frontage Park that is located on the Community~~
25 ~~Park Site at such time as the Community Park Site is developed as~~

1 ~~an active park by the City, as mutually agreed on by the Developer~~
2 ~~and the City so the US-1 Frontage Park will have a uniform~~
3 ~~appearance as the tracts along US-1 are built out. The easement~~
4 ~~for the Trail Segment may be relocated by the City consistent~~
5 ~~with the park site plan for the Community Park Site. In the event~~
6 ~~the City desires to relocate the easement for the Trail Segment,~~
7 ~~the City shall notify the Developer, providing therewith a legal~~
8 ~~description of the location to which the City desires to relocate~~
9 ~~the Trail Segment, and within ninety (90) days following receipt~~
10 ~~thereof, the Developer shall cause the CDD to execute and deliver~~
11 ~~to the City a recordable instrument that legally relocates the~~
12 ~~easement for the Trail Segment as requested by the City.~~

13 ~~_____ (c) Also consistent with (a) above, upon the City's~~
14 ~~request, the Developer shall convey or require the project~~
15 ~~developer to convey to the City, title to Tracts 5F and 10C or a~~
16 ~~site in Tract 9 or Tract 10A, at Developer's election. Subject~~
17 ~~to approval of the City, title to Tracts 5F and 10C, or a site in~~
18 ~~Tract 9 or Tract 10A, may be conveyed to the CDD or a property~~
19 ~~owners' association for use as neighborhood parks.~~

20 ~~_____ (f) The City hereby acknowledges that the Developer~~
21 ~~and the CDD completed the design of an offsite trail connecting~~
22 ~~the existing multi-purpose trail system within the Project along~~
23 ~~the southern side of Matanzas Woods Parkway to the existing~~
24 ~~sidewalk or trail that connects to the Matanzas High School,~~
25 ~~including a bridge over Bellaire Waterway (the "Matanzas Woods~~

1 ~~Parkway Trail"), and those plans were provided to Flagler County~~
2 ~~at no cost so the Matanzas Woods Parkway Trail can be constructed~~
3 ~~using available grant funds.~~

4 (ga) By **December 31, 2012** (subject to any permitting
5 delays), the Developer and the CDD shall design, permit and
6 construct an offsite trail connecting the existing multi-purpose
7 trail system within the Project from its current southern terminus
8 along the eastern side of US-1 to Palm Coast Parkway, and from
9 there, along the northern side of Palm Coast Parkway to the
10 existing sidewalk fronting the Baptist Church site (the "US-
11 1/Palm Coast Parkway Trail Extension"). The location of the US-
12 1/Palm Coast Parkway Trail Extension is shown on **Exhibit "I"**
13 hereto and the design cross-section and specifications for the
14 US-1/Palm Coast Parkway Trail Extension are shown on **Exhibit "J"**
15 hereto. In compensation for the Developer acting as the CDD's
16 project manager for the design of the Matanzas Woods Parkway
17 Trail, the design and construction of the US-1/Palm Coast Parkway
18 Trail Extension, and obtaining easements from third parties, the
19 City shall relieve and release the Developer (Florida Landmark
20 Communities, LLC) from its obligation to install sidewalks at
21 Citation Commerce Park (performance bond #104470866) and Seminole
22 Pointe (performance bond #104470869) and hereby authorizes the
23 Developer to reduce those bond amounts accordingly.

24 (hb) The City hereby acknowledges that the Developer
25 has already satisfied a portion of its requirement to provide

1 recreation and open space at Palm Coast Park by constructing
2 Hewitt Sawmill Park, as well as the direct trail connection
3 between the existing school sites on Belle Terre Parkway through
4 the Community Park Site to the trail within the US-1 Frontage
5 Park. Additionally, the Developer has constructed a multi-
6 purpose trail system connecting commercial areas with residential
7 areas and recreational amenities within the Project to adjacent
8 sidewalks and trails as shown on **Exhibit "G"** hereto. The Project's
9 internal sidewalk system may be used as connections between trail
10 segments where appropriate. The trail system shall be identified
11 on site plans submitted to the City and shall be consistent with
12 the City's trail plan as provided for in the City's Comprehensive
13 Plan.

14 (~~±~~c) The Developer hereby waives any right to park and
15 recreation impact fee credits for park and recreation impact fees
16 that are paid in connection with the development within the Palm
17 Coast Park DRI for donation of the Park Sites, Site Improvements,
18 designing the Matanzas Woods Parkway Trail, constructing the US-
19 1/Palm Coast Parkway Trail Extension and designing and
20 constructing the Access Improvements and the Other Improvements.

21 (~~±~~d) In order to facilitate the City and Declarant's
22 objective of creating a sports complex while addressing the
23 impacts of 1,000 multi-family units (in the Fifth Amendment to
24 the DRI-DO), the City and the Declarant agree to a Park Site
25 Exchange as follows: (i) The City shall convey Tract A, as

1 identified in the Master Development Plan to the Declarant by
2 special warranty deed, both as described and depicted by Exhibit
3 "1", and (ii) the Declarant shall convey by general warranty deed
4 the Alternate City Park Site to the City, both as described and
5 depicted by Exhibit "2". The conveyances of the parties'
6 respective lands pursuant to the Park Site Exchange shall be free
7 from all encumbrances except easements, reservations, and
8 restrictions acceptable to each other, together with all
9 appurtenances pertaining to the conveyance. Declarant will
10 prepay taxes for the year of closing pursuant to Fla. Stat.
11 196.295, and all special assessments which have been levied or
12 certified prior to closing on the Alternate City Park Site. One
13 hundred and twenty days before Closing, the Declarant will cause
14 the title company of its choice to issue and deliver to City ALTA
15 title commitments to issue a policy in the amount of the assessed
16 value of the Alternate City Park Site, accompanied by one copy of
17 each document supporting any exceptions to the title commitment.
18 The parties will execute a standard form owner's affidavit and
19 such other affidavits as may be reasonably required by the City,
20 the Title Company, or the Closing Agent. The Declarant will also
21 execute an Affidavit of interest in Real Property pursuant to
22 Fla. Stat. 286.23. The Declarant will execute affidavits
23 declaring that Alternate City Park Site does not currently
24 contain any Hazardous Substances in violation of any applicable
25 environmental laws or regulations, including but not limited to
Section 103 of the Comprehensive Environmental Response,

1 Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.,
2 any "superlien" laws, any superfund laws, or similar federal or
3 state laws, or any successor statutes ("Environmental Laws"), nor
4 to Declarant's knowledge has any clean-up of their properties
5 occurred pursuant to the Environmental Laws which could give rise
6 to liability to reimburse any governmental authority for the costs
7 of such clean-up or result in a lien or encumbrance. Subsequent
8 to the Park Site Exchange, the City will process changes to the
9 permitted land uses of each as follows:

10 (a) The City Park Site: A land use designation of
11 Mixed Use and a zoning classification of COM-2, High Density
12 Residential and Office which is consistent with the adjacent
13 Tracts.

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

19 (~~*)e~~) The Declarant shall receive park impact fee credits
20 due to the Declarant donating land to the City in excess of the
21 amount of land required based on the number of dwelling units.
22 Declarant is providing an extra 16 acres of land as part of the
23 Park Site Exchange in order to facilitate a City sports complex.
24 The Declarant is providing enough park land for 909 dwelling units
25 above the 4960 maximum allowed in this development. Due to the
Declarant's excess contribution, impact fees for 909 dwelling

1 units will be credited against the Declarant's total impact fees
2 due for the development. Declarant will provide notice to City
3 of intent to use impact fee credits; such notice shall include
4 the name of selected project within the Palm Coast Park DRI. The
5 parties will then enter into an agreement prior to the award of
6 the credits for that particular project. The Declarant will not
7 be entitled to any more than 4960 dwelling units, however.

8 (±f) Additional access from the southern portion of the
9 Alternate City Park Site to US 1 shall be made through the
10 Declarant's property Tracts 17 & 18 via an access easement in a
11 form acceptable to the City unless Declarant and City agree in
12 writing to waive this requirement.

13 **14. Education.**

14 Residential development within the Palm Coast Park DRI
15 shall cease if adequate school facilities are not in place at a
16 time that impacts occur to handle the school age children
17 generated by the Palm Coast Park DRI. The Developer shall
18 dedicate or cause the project developer to dedicate a 25 acre
19 school site, consisting of all or a portion of Tract 10B, to the
20 Flagler County School District. The purchaser of Tract 10-Palm
21 Coast Florida Holdings LLC and the Flagler County School
22 District have signed a Memorandum of Understanding to relocate
23 the school site to Tracts 7A&7B.

24 Declarant or its successors shall provide Concurrency
25 Agreement (by letter, resolution or form acceptable to school

1 board) prior to approval of final plat/site plan for the 1,000
2 multi-family units approved by the Fifth Amendment to the DRI-
3 DO.

4 **15. Historical and Archaeological Sites.**

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

8 No development shall commence within 1/4 mile of
9 archeological sites 8FL14, Hewitt's Mill and 8FL186, and the Old
10 Kings Road until the Archaeological Investigation Final Report
11 has been reviewed and accepted by the State Historic
12 Preservation Officer ("SHPO"). Any and all conditions set forth
13 or otherwise agreed to in the SHPO letter of acceptance shall
14 become a condition of this Second Amended and Restated DO.

15 In the event any other regionally significant
16 historical and archaeological resources are discovered in the
17 course of development, the Developer shall immediately notify
18 the Division of Historical Resources ("DHR"). No disruption of
19 the findings shall be permitted until the investigation is
20 complete and DHR has rendered a recommendation, which shall be
21 binding to the Developer.

22 **16. Land Uses and Development.**

23 Development within the Palm Coast Park DRI shall be
24 permitted in accordance with the terms and conditions that are
25

1 set forth on **Revised Exhibit "H"** hereto which are consistent
2 with the City's Comprehensive Land Use Plan.

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

5
6 ATTEST:

CITY OF PALM COAST

7 _____
Virginia Smith, City Clerk

Milissa Holland, Mayor

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DEVELOPER'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.

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 _____, 2019, 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'S COVENANT AND AGREEMENT

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

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

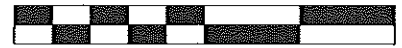
EXHIBIT "A"
TOTAL OF 13 PAGES

RESERVED FOR RECORDING INFORMATION



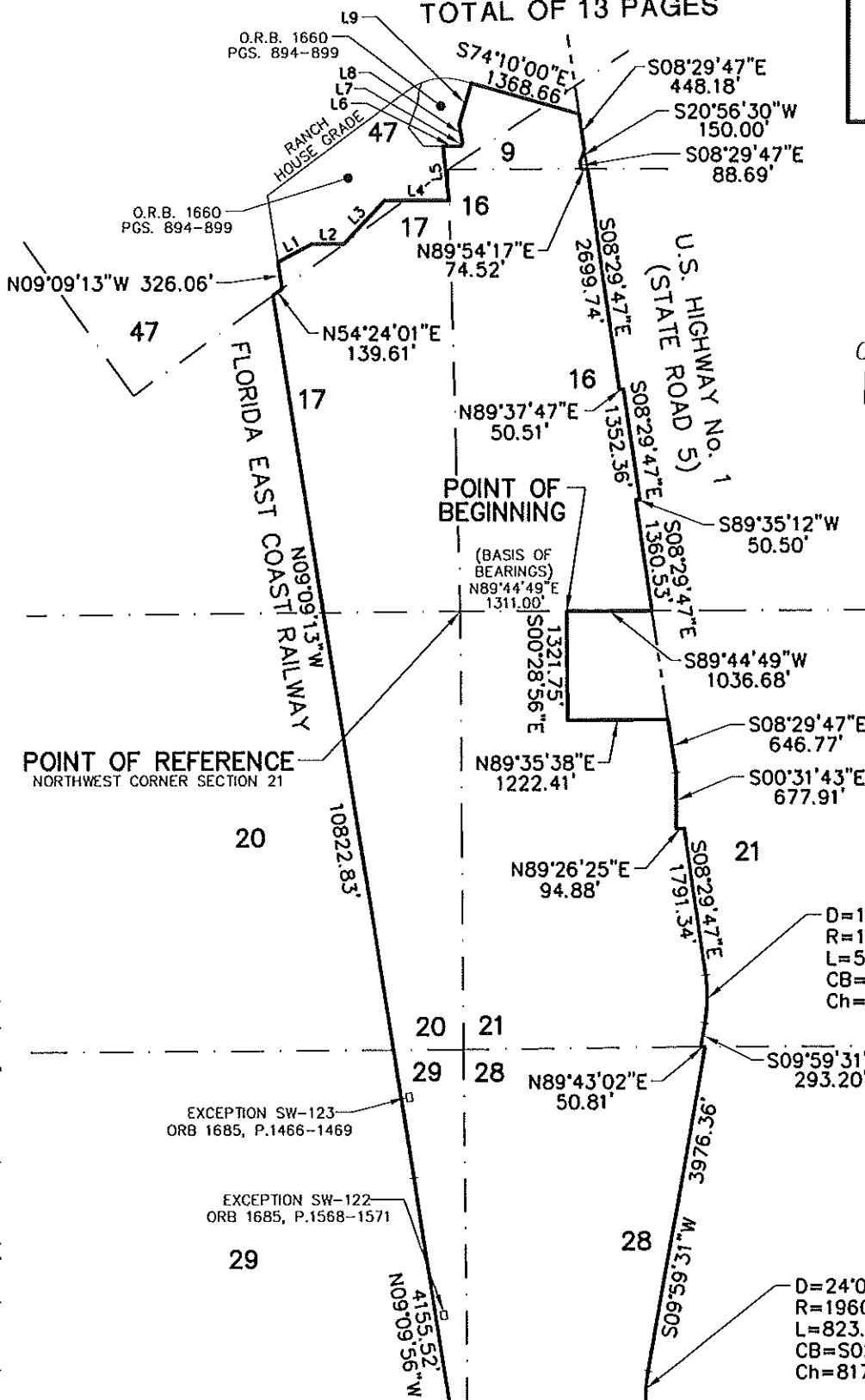
NORTH ARROW

0' 2000' 4000'



SCALE 1" = 2000'

LINE TABLE		
LINE	LENGTH	BEARING
L1	465.67'	N62°02'35"E
L2	391.61'	S90°00'00"E
L3	725.79'	N43°07'13"E
L4	783.66'	S89°50'08"E
L5	663.74'	N06°27'37"W
L6	221.02'	N89°59'00"E
L7	46.78'	N27°37'20"E
L8	229.07'	N10°56'45"W
L9	521.68'	N16°43'09"E



MATCHLINE

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE
THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY

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WADE TRIM / TOMOKA
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPQA Blvd, Suite 148, Daytona Beach, FL 32117
Phone: 386-274-1600 Fax: 386-274-1602
emo: tomoko@tomoka-eng.com website: www.tomoka-eng.com

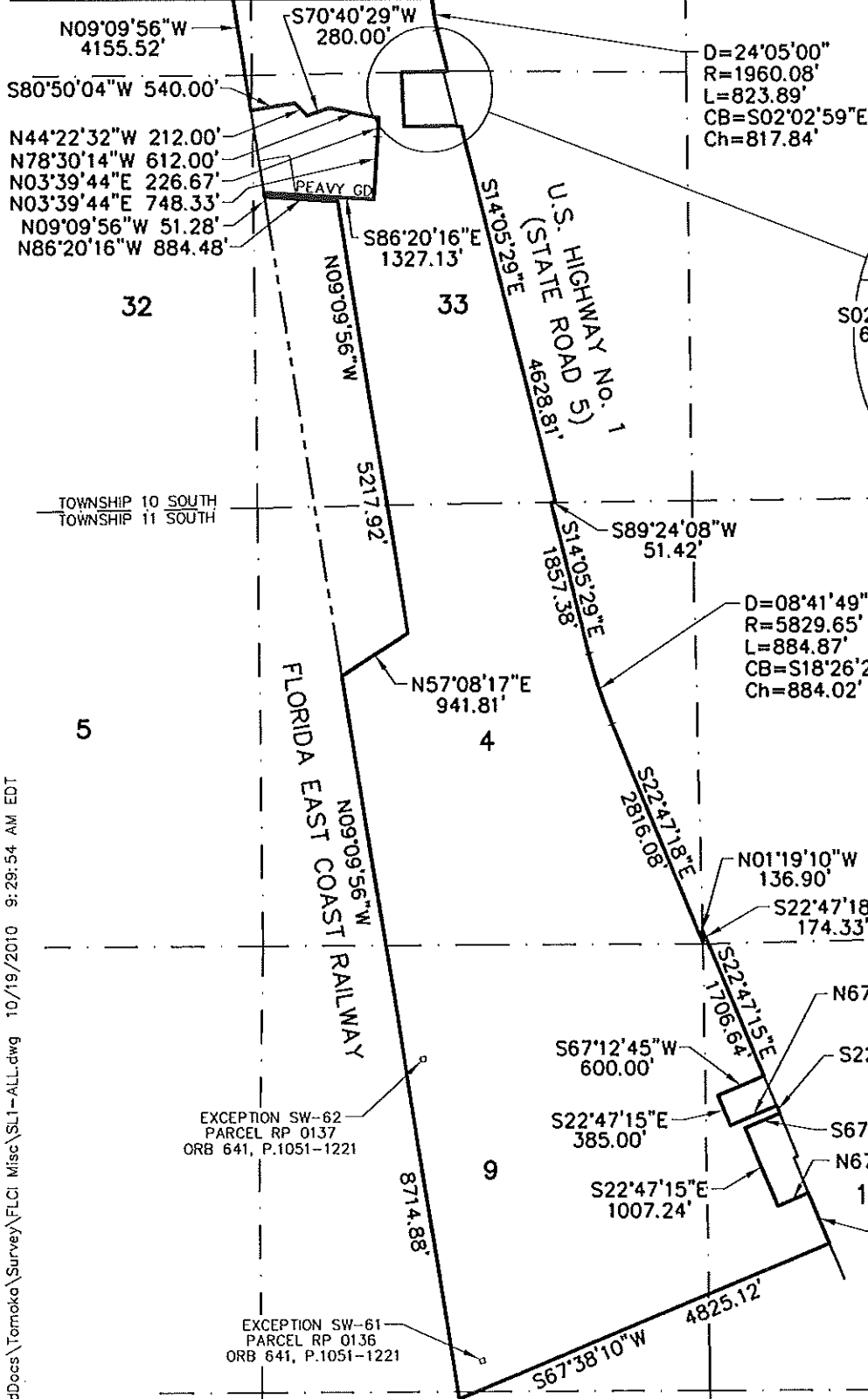
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SKETCH
AND
DESCRIPTION

PROJECT NO.	FLC6017
DRAWING REFERENCE NO.	SL1-ALL.DWG
DATE:	07/30/2010
SHEET NO.	86 1 OF 4

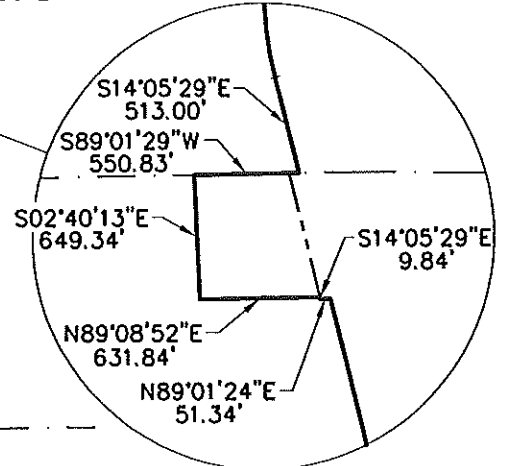
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SKETCH AND DESCRIPTION

MATCHLINE



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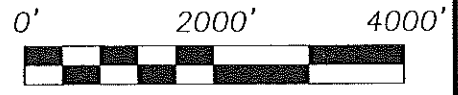


DETAIL

SCALE - 1"=100'



NORTH ARROW



SCALE 1" = 2000'

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE
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SKETCH AND DESCRIPTION

PROJECT NO.	FLC6017
DRAWING REFERENCE NO.	SL1-ALL.DWG
DATE:	07/30/2010
SHEET NO.	88 2 OF 4

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, AND SECTIONS 3, 4, 9, 10 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 N89°44'49"E A DISTANCE OF 1311.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S00°28'56"E A DISTANCE OF 1321.75 FEET; THENCE N89°35'38"E A DISTANCE OF 1222.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE S08°29'47"E A DISTANCE OF 646.77 FEET; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN S00°31'43"E A DISTANCE OF 677.91 FEET; THENCE N89°26'25"E A DISTANCE OF 94.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 FOR THE FOLLOWING SEVEN (7) COURSES; (1) THENCE S08°29'47"E A DISTANCE OF 1791.34 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 584.08 FEET, A CENTRAL ANGLE OF 18°29'18", A RADIUS OF 1810.08 FEET, A CHORD BEARING OF S00°44'52"W AND A CHORD DISTANCE OF 581.55 FEET TO A POINT OF TANGENCY; (3) THENCE S09°59'31"W A DISTANCE OF 293.20 FEET; (4) THENCE N89°43'02"E A DISTANCE OF 50.81 FEET; (5) THENCE S09°59'31"W A DISTANCE OF 3976.36 FEET TO A POINT OF CURVATURE; (6) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 823.89 FEET, A CENTRAL ANGLE OF 24°05'00", A RADIUS OF 1960.08 FEET, A CHORD BEARING OF S02°02'59"E AND A CHORD DISTANCE OF 817.84 FEET TO A POINT OF TANGENCY; (7) THENCE S14°05'29"E A DISTANCE OF 513.00 FEET; THENCE DEPARTING SAID U.S. HIGHWAY No. 1 RIGHT-OF-WAY RUN S89°01'29"W A DISTANCE OF 550.83 FEET; THENCE S02°40'13"E A DISTANCE OF 649.34 FEET; THENCE N89°08'52"E A DISTANCE OF 631.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 FOR THE FOLLOWING TEN (10) COURSES; (1) THENCE S14°05'29"E A DISTANCE OF 9.84 FEET; (2) THENCE N89°01'24"E A DISTANCE OF 51.34 FEET; (3) THENCE S14°05'29"E A DISTANCE OF 4628.81 FEET TO A POINT ON THE NORTH LINE OF SECTION 4; (4) THENCE S89°24'08"W ALONG SAID SECTION LINE A DISTANCE OF 51.42 FEET; (5) THENCE DEPARTING SAID SECTION LINE S14°05'29"E A DISTANCE OF 1857.38 FEET TO A POINT OF CURVATURE; (6) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 884.87 FEET, A CENTRAL ANGLE OF 08°41'49", A RADIUS OF 5829.65 FEET, A CHORD BEARING S18°26'24"E AND A CHORD DISTANCE OF 884.02 FEET TO A POINT OF TANGENCY; (7) THENCE S22°47'18"E A DISTANCE OF 2816.08 FEET; (8) THENCE N01°19'10"W A DISTANCE OF 136.90 FEET; (9) THENCE S22°47'18"E A DISTANCE OF 174.33 FEET; (10) THENCE S22°47'15"E A DISTANCE OF 1706.64 FEET; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN S67°12'45"W A DISTANCE OF 600.00 FEET; THENCE S22°47'15"E A DISTANCE OF 385.00 FEET; THENCE N67°12'45"E A DISTANCE OF 600.00 FEET; THENCE S22°47'15"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 100.00 FEET; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN S67°12'45"W A DISTANCE OF 450.00 FEET; THENCE S22°47'15"E A DISTANCE OF 1007.24 FEET; THENCE N67°12'45"E A DISTANCE OF 400.00 FEET; THENCE S22°47'15"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 652.58 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN S67°38'10"W 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 N09°09'56"W 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 N57°08'17"E A DISTANCE OF 941.81 FEET; THENCE N09°09'56"W A DISTANCE OF 5217.92 FEET TO A POINT IN THE CENTER OF PEAVY GRADE; THENCE N86°20'16"W 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 N09°09'56"W ALONG SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 51.28 FEET; THENCE DEPARTING SAID RAILROAD S86°20'16"E A DISTANCE OF 1327.13 FEET; THENCE N03°39'44"E A DISTANCE OF 748.33 FEET TO A PERMANENT REFERENCE MONUMENT MARKING THE SOUTHERLY LINE OF PALM COAST PARK, TRACTS 18 AND 19, MAP BOOK 37, PAGES 32-35; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES; (1) THENCE N03°39'44"E A DISTANCE OF 226.67 FEET; (2) THENCE N78°30'14"W A DISTANCE OF 612.00 FEET; (3) THENCE S70°40'29"W A DISTANCE OF 280.00 FEET; (4) THENCE N44°22'32"W A DISTANCE OF 212.00 FEET; (5) THENCE S80°50'04"W A DISTANCE OF 540.00 FEET TO A POINT ON THE EAST LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY ALSO BEING THE WESTERLY LINE OF SAID PALM COAST PARK, TRACTS 18 AND 19; THENCE N09°09'56"W ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY AND THE WESTERLY LINE OF SAID PALM COAST PARK, TRACTS 18 AND 20 A DISTANCE OF 4155.52 FEET; THENCE N09°09'13"W A DISTANCE OF 10822.83 FEET TO A POINT ON THE SOUTH LINE OF SECTION 47; THENCE N54°24'01"E ALONG SAID SOUTH LINE OF SECTION 47 A DISTANCE OF 139.61 FEET; THENCE DEPARTING SAID SOUTH LINE OF SECTION 47 N09°09'13"W ALONG THE EAST LINE

LEGAL DESCRIPTION CONTINUED ON SHEET 4 OF 4

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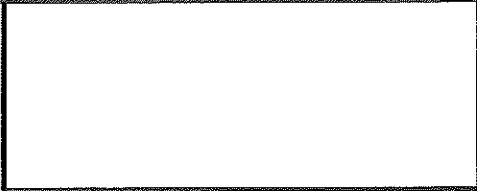
WADE TRIM / TOMOKA

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
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 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	FLC6017
DRAWING REFERENCE NO.	SL1-ALL.DWG
DATE:	07/30/2010
SHEET NO.	88 3 OF 4

SKETCH AND DESCRIPTION



LEGAL DESCRIPTION CONTINUED:

RESERVED FOR RECORDING INFORMATION

OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1660, PAGES 894-899; THENCE ALONG SAID SOUTHERLY LINE FOR THE FOLLOWING NINE (9) COURSES; (1) THENCE DEPARTING SAID RIGHT-OF-WAY RUN N62°02'35"E A DISTANCE OF 465.67 FEET; (2) THENCE S90°00'00"E A DISTANCE OF 391.61 FEET; (3) THENCE N43°07'13"E A DISTANCE OF 725.79 FEET; (4) THENCE S89°50'08"E A DISTANCE OF 783.66 FEET; (5) THENCE N06°27'37"W A DISTANCE OF 663.74 FEET; (6) THENCE N89°59'00"E A DISTANCE OF 221.02 FEET; (7) THENCE N27°37'20"E A DISTANCE OF 46.78 FEET; (8) THENCE N10°56'45"W A DISTANCE OF 229.07 FEET; (9) THENCE N16°43'09"E A DISTANCE OF 521.68 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF RANCH HOUSE GRADE DESCRIBED IN OFFICIAL RECORDS BOOK 545, PAGES 1645-1652; THENCE ALONG SAID SOUTHERLY LINE OF RANCH HOUSE GRADE S74°10'00"E A DISTANCE OF 1368.66 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE DEPARTING SAID SOUTHERLY LINE OF RANCH HOUSE GRADE S08°29'47"E ALONG U.S. HIGHWAY No. 1 A DISTANCE OF 448.18 FEET; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN S20°56'30"W A DISTANCE OF 150.00 FEET; THENCE S08°29'47"E A DISTANCE OF 88.69 FEET; THENCE N89°54'17"E A DISTANCE OF 74.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE ALONG U.S. HIGHWAY No. 1 FOR THE FOLLOWING FIVE (5) COURSES; (1) THENCE S08°29'47"E A DISTANCE OF 2699.74 FEET; (2) THENCE N89°37'47"E A DISTANCE OF 50.51 FEET; (3) THENCE S08°29'47"E A DISTANCE OF 1352.36 FEET; (4) THENCE S89°35'12"W A DISTANCE OF 50.50 FEET; (5) THENCE S08°29'47"E 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 S89°44'49"W ALONG SAID SECTION LINE 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;

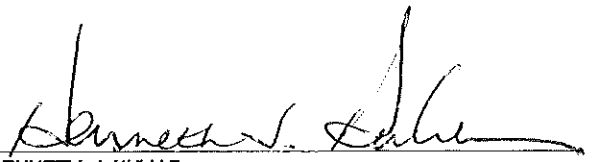
PARCEL (LESS EXCEPTIONS) CONTAINING 2289.29 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, BEING N89°44'49"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

ABBREVIATIONS

C=CURVE	R/W=RIGHT-OF-WAY
D=DELTA	CL= CENTER LINE
R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SECT.=SECTION
PC=POINT OF CURVE	RNG.=RANGE
PT=POINT OF TANGENCY	TWP.=TOWNSHIP
PI=POINT OF INTERSECTION	I.D.=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAT BOOK	(R)=RECORD
PG.=PAGE	(F)=FIELD MEASURED
O.R.B.=OFFICIAL RECORD BOOK	(NR)=NON-RADIAL
S.F.=SQUARE FEET	(RAD)=RADIAL
AC.=ACRES	

SIGNED: 
 KENNETH J. KUHAR
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



WADE TRIM / TOMOKA

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
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**SKETCH
AND
DESCRIPTION**

PROJECT NO.	FLC6017
DRAWING REFERENCE NO.	SL1-ALL.DWG
DATE:	07/30/2010
SHEET NO.	89 4 OF 4

R:\SharedDocs\Tomoka\Survey\FLC1 Misc\SL1-ALL.dwg 10/19/2010 9:29:54 AM EDT

L=472.46'
R=1124.00'
D=24°05'00"
CH=468.99'
CB=N87°57'01"E

L=742.48'
R=1875.00'
D=22°41'18"
CH=737.64'
CB=N87°15'10"E

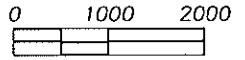
L=252.67'
R=1876.00'
D=07°43'01"
CH=252.48'
CB=S77°32'41"E

L=2981.68'
R=3079.04'
D=55°29'03"
CH=2866.53'
CB=S11°25'41"E

L=6.23'
R=1149.00'
D=00°18'39"
CH=6.23'
CB=S39°13'45"E

L=839.35'
R=5529.65'
D=08°41'49"
CH=838.53'
CB=N18°26'24"W

RESERVED FOR RECORDING INFORMATION



SCALE:
1" = 2000 FEET

C1 - L=750.33'
R=1785.08'
D=24°05'00"
CH=744.82'
CB=N02°02'59"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	2074.30'	N00°32'09"W
L2	2323.41'	S81°24'11"E
L3	52.11'	S73°41'10"E
L4	35.35'	S28°41'10"E
L5	537.91'	S16°18'50"W
L6	2737.82'	S39°23'05"E
L7	2082.75'	S50°36'55"W
L8	606.62'	S39°23'05"E
L9	2401.22'	S20°16'51"E
L10	500.00'	S69°43'09"W
L11	3299.71'	S12°47'58"E
L12	3540.82'	S67°12'21"W
L13	2431.20'	N22°47'15"W
L14	26.76'	N88°44'06"E
L15	688.01'	N22°47'18"W
L16	204.92'	N01°19'10"W
L17	2053.27'	N22°47'18"W
L18	1785.39'	N14°05'29"W
L19	77.13'	S89°24'09"W
L20	3193.40'	N14°05'29"W
L21	60.00'	N75°54'31"E
L22	60.00'	N14°05'29"W
L23	60.00'	S75°54'31"W
L24	1802.90'	N14°05'29"W
L25	244.85'	N01°17'10"W
L26	5.92'	S89°28'59"E
L27	74.14'	N14°05'29"W
L28	60.00'	S75°54'31"W
L29	493.77'	N14°05'29"W
L30	756.00'	N09°59'31"E
L31	896.08'	S80°00'29"E
L32	569.81'	N75°54'31"E
L33	67.08'	S81°24'11"E

TOTAL AREA (LESS EXCEPTIONS)
= 1562.502 ACRES

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

REVISED
11/11/2010



TOMOKA ENGINEERING
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DAYTONA BEACH FLAGLER/PALM COAST
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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 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	MB=MAP BOOK	PC=POINT OF CURVE	PCP=PERMANENT CONTROL POINT
R=RADIUS	PG=PAGE	PT=POINT OF TANGENCY	PRM=PERMANENT REFERENCE MONUMENT
L=LENGTH	R/W=RIGHT OF WAY	POB=POINT OF BEGINNING	ORB=OFFICIAL RECORD BOOK
CH=CHORD	CL=CENTER LINE		
CB=CHORD BEARING			



LB #2232

TOMOKA ENGINEERING

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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 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
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
 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.



LB 12232

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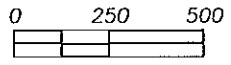
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**SKETCH
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PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	4 OF 4

RESERVED FOR RECORDING INFORMATION

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



SCALE:
1" = 500 FEET

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

POINT OF REFERENCE

GOVERNMENT SECTION 27
TOWNSHIP 10 SOUTH,
RANGE 30 EAST

MATANZAS WOODS PARKWAY (124' R/W)

BUD HOLLOW DRIVE

(BASIS OF BEARINGS)
S16°18'50"W
1,450.00'
BELLE TERRE PARKWAY (124' R/W)

POINT OF BEGINNING

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°23'14"
CH=1,298.67'
CB=N14°03'09"W

BUFFALO BILL DRIVE

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

GOVERNMENT SECTION 34
TOWNSHIP 10 SOUTH,
RANGE 30 EAST

L=436.64'
R=1,149.00'
D=21°46'25"
CH=434.02'
CB=S05°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 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 12232

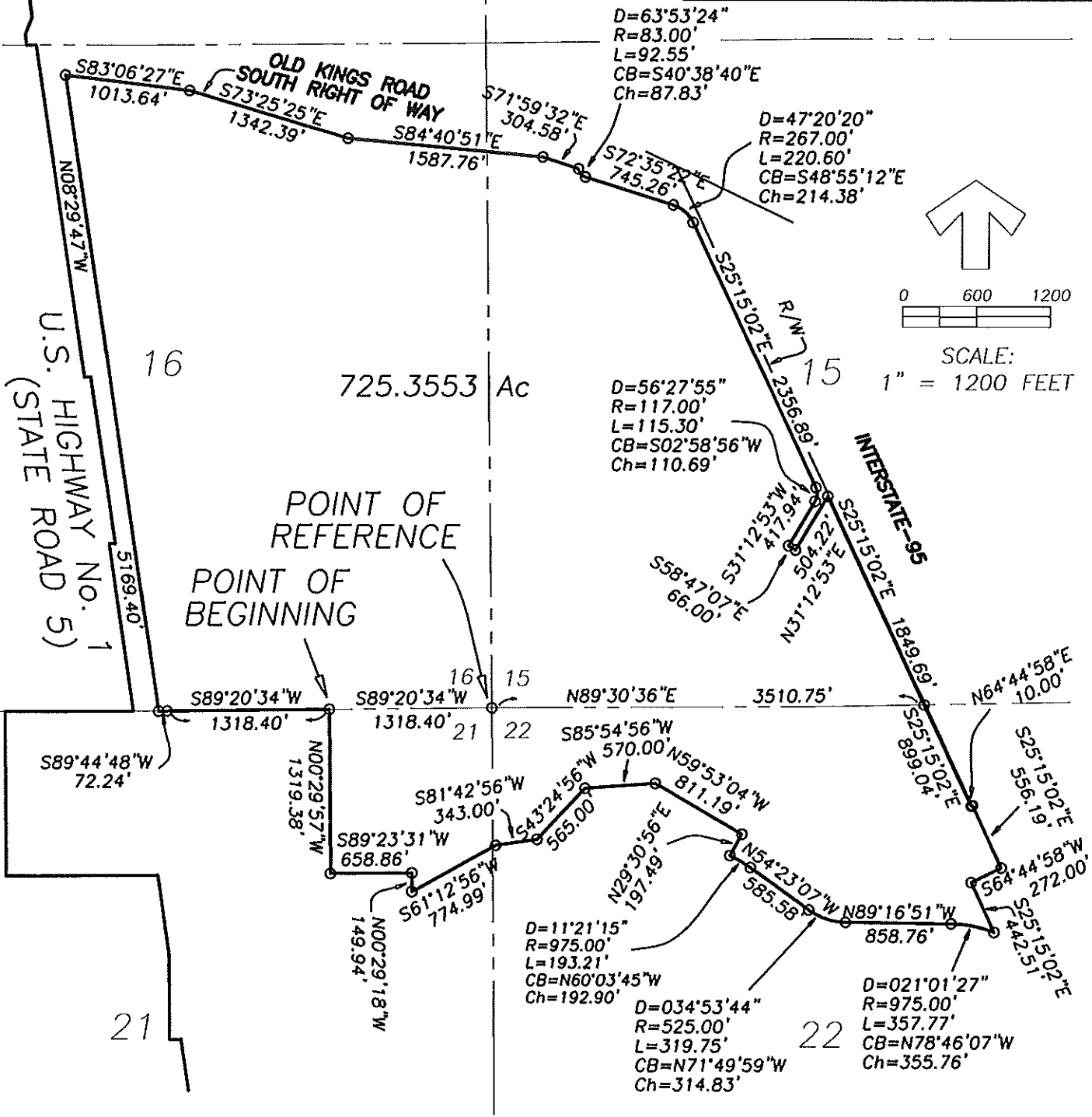
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SKETCH
AND
DESCRIPTION

PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
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SHEET NO.	2 OF 2

RESERVED FOR RECORDING INFORMATION



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



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SKETCH
AND
DESCRIPTION

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

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

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
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MB=MAP BOOK
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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 OF LESS.



LB #2232

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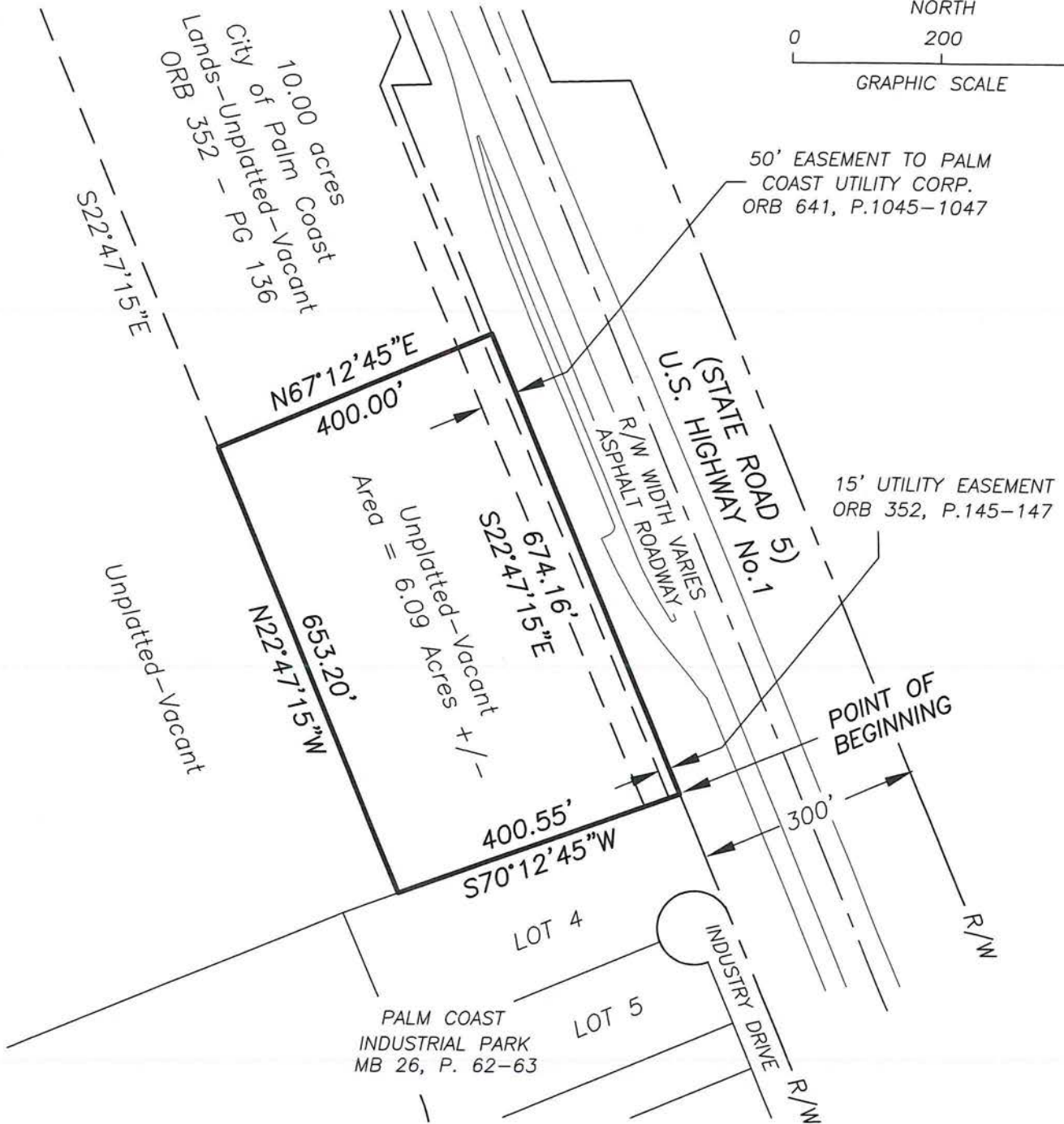
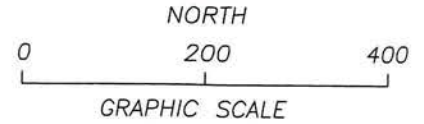
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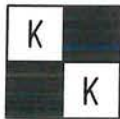
PROJECT NO.	T1144FLCI
DRAWING REF No.	1144-DRI-BOUND-012507
DATE	JANUARY 25, 2007
SHEET NO.	3 OF 3

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY



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



LB #7991

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 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.

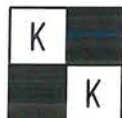
I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

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

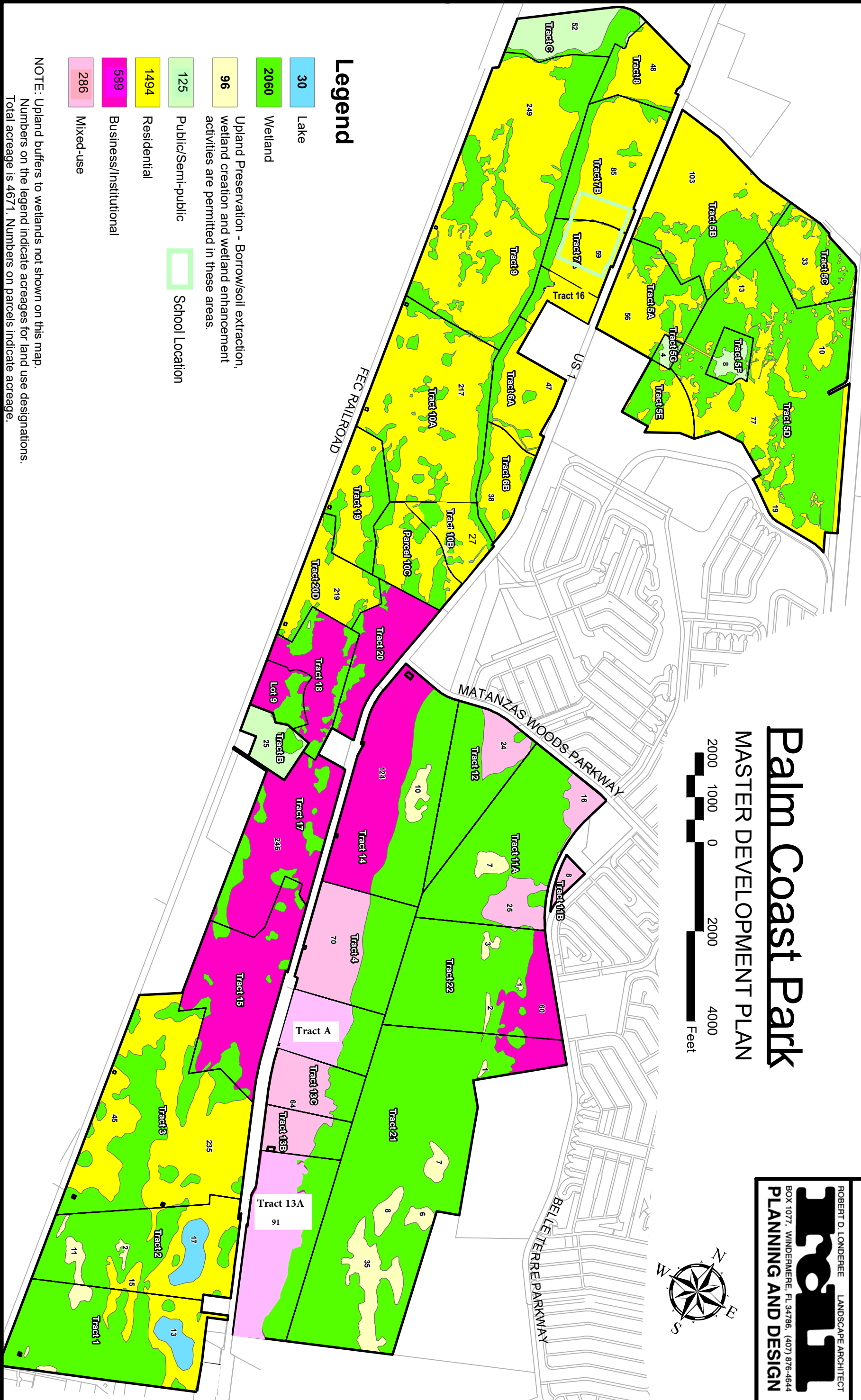
SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 2 OF 2

NO SCALE

I-95



Legend

- 30 Lake
- 2060 Wetland
- 96 Upland Preservation - Borrow/soil extraction, wetland creation and wetland enhancement activities are permitted in these areas.
- 125 Public/Semi-public
- 1494 Residential
- 589 Business/Institutional
- 286 Mixed-use
- School Location

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.

Palm Coast Park

MASTER DEVELOPMENT PLAN



Fourth Revised Exhibit "B"

ROBERT D. LONDEREE LANDSCAPE ARCHITECT

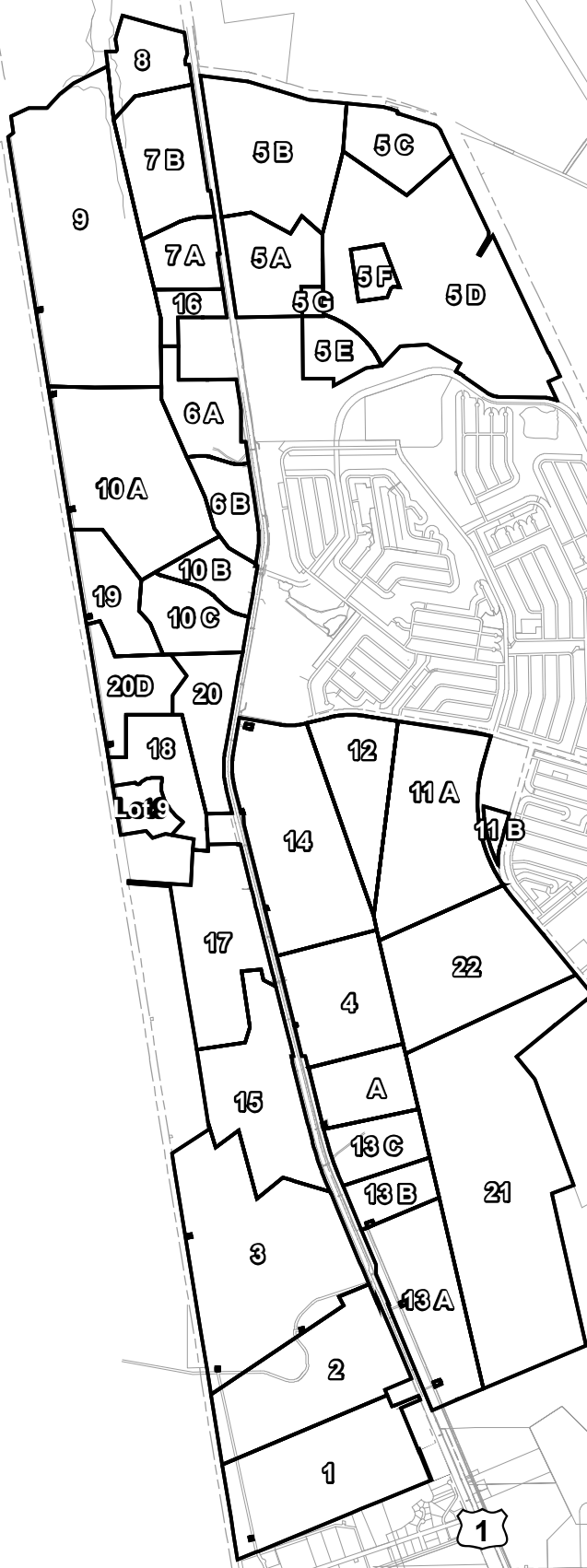
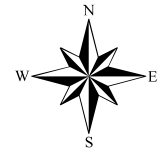
BOX 1077, WINDERMERE, FL 34786, (407) 876-4644
PLANNING AND DESIGN

Conversion Table

Trip Generation Equivalency Matrix Palm Coast Park DRI

Land Use	ITE Code	Size	Units	Trips per Unit	Peak-Hour Two-Way															
					SFDU	Apartments	Condo	Retirement	Office Park	R&D	Office 50K	Office 100K	Office 150K	Indl Park	Warehouse	SC 50K	SC 200K	SC 250K	SC 600 K	Auto Mall
Residential	SFDU	210	n/a	1.000	1.484	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	220	n/a	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	230	n/a	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	250	n/a	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	750	250,000	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	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	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	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	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	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	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	0.210
Retail	Shopping Center	820	50,000	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	3.066
	Shopping Center	820	200,000	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	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	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	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	814	100,000	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).

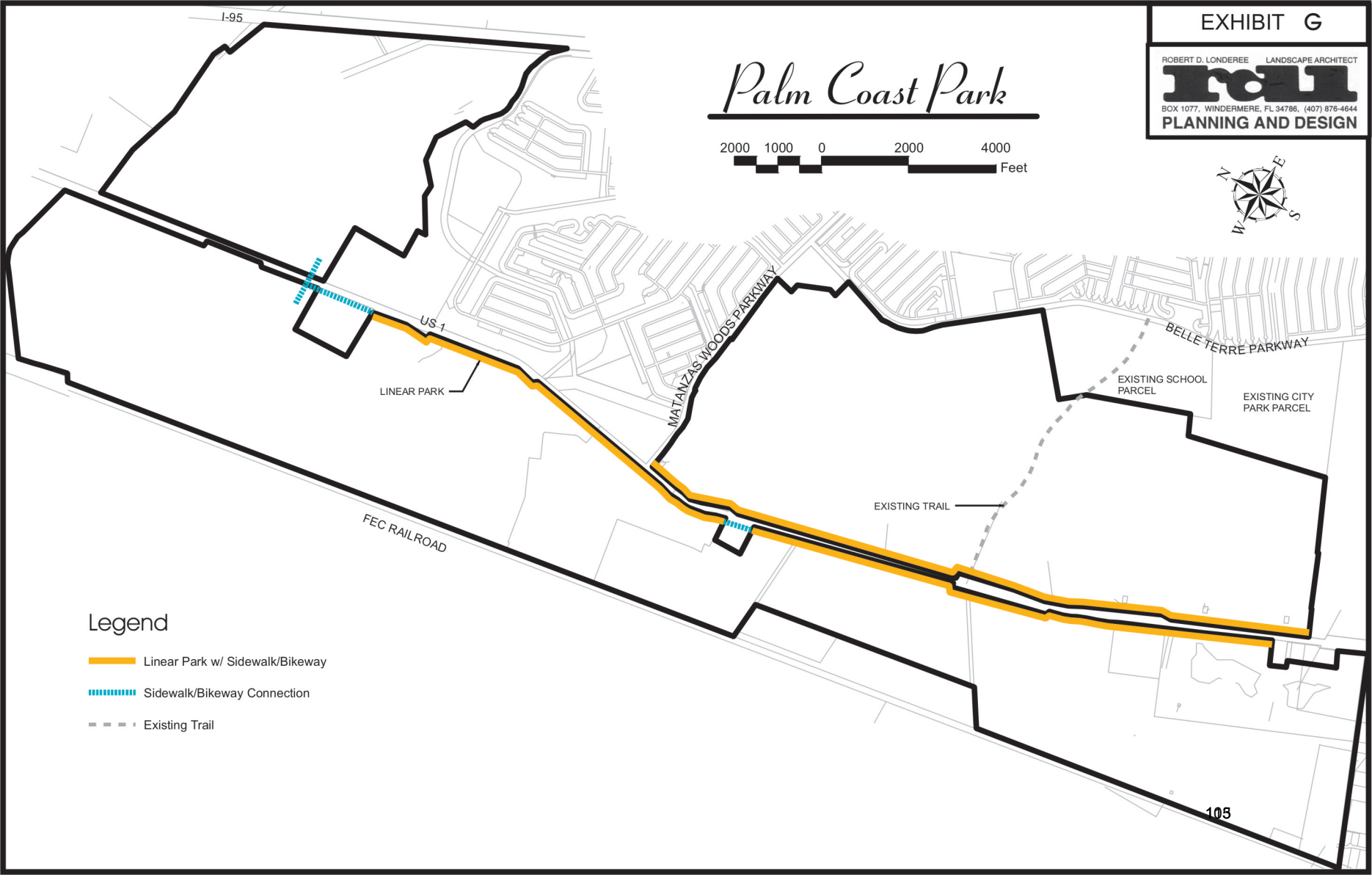
All non-stormwater discharges will be directed to the sediment basin prior to discharge. If applicable, all necessary regulatory permits shall be obtained prior to non-stormwater discharges.

**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%

Palm Coast Park



Legend

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

REVISED EXHIBIT "H"
LAND USES AND DEVELOPMENT

1. General -

~~Third~~Fourth Revised Exhibit "D" to this ~~Third~~-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. 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 ~~and 10B~~, as shown on the Tract Map.

Although specific tracts are identified for public/semi-public areas, pPublic 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 ~~Second~~ 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 ~~Second~~ 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.



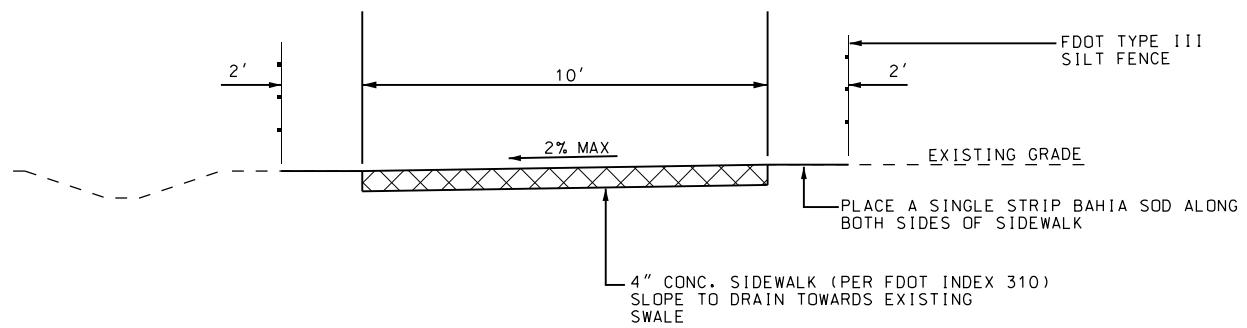
EXHIBIT
I

SITE MAP

PALM COAST PARKWAY & US HIGHWAY 1
OFFSITE TRAIL EXTENSIONS

SINGHOEN & ASSOCIATES, INC.
STORMWATER MANAGEMENT AND CIVIL ENGINEERING





10' OFFSITE TRAIL

SCALE: 1" = 5'



OFFSITE TRAIL EXTENSIONS

TYPICAL OFFSITE TRAIL SECTIONS

EXHIBIT
J

Project No.
119 2010-003.10

RESOLUTION NO. 2019-_____
SEVENTH AMENDMENT TO THE PALM COAST PARK
DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER
APPLICATION #4086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO THE PALM COAST PARK DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER TO CHANGE THE DESIGNATED USES ON TRACT 10B FROM PUBLIC/SEMIPUBLIC TO RESIDENTIAL AND TRACT 16 FROM BUSINESS/INSTITUTIONAL TO RESIDENTIAL; AND ALONG WITH HOUSEKEEPING CHANGES BASED ON PREVIOUSLY APPROVED AMENDMENTS TO THE DEVELOPMENT ORDER; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO RECORD THE SEVENTH 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 _____, 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, and authorized 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 7th 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 7th Amendment to the DRI DO.

(d). This Resolution and the approval of the 7th 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 7TH AMENDMENT TO THE PALM COAST PARK DRI DO. The City Council of the City of Palm Coast hereby approves the 7th Amendment to the Palm Coast Park DRI, which amends 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, 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 7th 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. – 7th Amendment to the Palm Coast Park DRI-DO

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

City of Palm Coast, Florida Agenda Item

Agenda Date: August 21, 2019

Department	PLANNING	Amount	
Item Key	6962	Account	
		#	
Subject AN AMENDMENT TO THE PALM COAST PARK MASTER PLANNED DEVELOPMENT-DEVELOPMENT AGREEMENT AMENDING THE DESIGNATED USES ON TRACTS 10B, 10C, 19, 7A, 7B, 16, ALLOWING PUBLIC USES ON ALL TRACTS AND "HOUSEKEEPING" AMENDMENTS			
<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 which comes as a result of a Memorandum of Understanding between Palm Coast Florida Holdings, LLC and the Flagler County School District to swap parcels in order to provide a larger school site (30+/- acres). Additionally, the new site will allow the parties to coordinate on stormwater facilities. As a result of this swap, the designated uses on certain tracts will need to be amended to accommodate the entitled residential uses.</p> <p>The DA amendment will accomplish the following:</p> <ul style="list-style-type: none"> • Permit Residential-Low Density use on Tracts 10B, 10C, and 19, • Permit Residential Medium Density use on Tracts 7A, 7B, and 16, • Permit Public use on all tracts (consistent with the approved DRI-DO for Palm Coast Park), and • Amend language conditions to be consistent with the DRI-DO. <p>Analysis: 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"> • Not in conflict with public interest – the amendment will allow for the accommodation of a larger school site, • Consistency with the Comprehensive Plan – there are no additional impact on public infrastructure, • Consistency with surrounding land uses – the relocation of land uses remains consistent with the other land uses in the surrounding area, • The amendment does not impact 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. 			
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.			



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR APPLICATION # 4087**

OVERVIEW

Application #: 4087

Applicant: City of Palm Coast

Property Description: 4,579 +/- acres generally located along both sides of US Highway 1, between Palm Coast Parkway and Old Kings Road

Property Owners: Palm Coast Land, LLC (as Master Developer)

Current FLUM designation: DRI-Mixed Use, Conservation

Current Zoning designation: Master Planned Development (Mixed Uses)

Current Use: Vacant land with some infrastructure constructed

Size of subject property: 4,579 +/- acres

Requested Action: Amend the Palm Coast Park Master Planned Development - Development Agreement to amend the designated uses on Tracts 10B, 10C, and 19 to allow residential-low density use, and allow residential medium use on Tracts 7A, 7B, and 16, allowing public uses (such as parks, libraries, fire/police stations, lift/pump stations) on all tracts and "housekeeping" amendments.

Recommendation: Approval

ANALYSIS

REQUESTED ACTION

The City of Palm Coast initiated this proposed amendment to the Palm Coast Park Master Planned Development - Development Agreement (DA). The proposed amendment is a repurposing of certain tracts in the MPD which comes as a result of a Memorandum of Understanding between Palm Coast Florida Holdings, LLC and the Flagler County School District to swap parcels in order to provide a larger school site (30+/- acres). Additionally, the new site will allow the parties to coordinate on stormwater facilities. As a result of this swap, the designated uses on certain tracts will need to be amended to allow residential uses.

The DA amendment will accomplish the following:

- Permit Residential-Low Density use on Tracts 10B, 10C, and 19,
- Permit Residential Medium Density use on Tracts 7A, 7B, and 16,
- Permit Public use on all tracts (consistent with the approved DRI-DO for Palm Coast Park)

BACKGROUND/SITE HISTORY

The following bullet points highlight the previous amendments to the Palm Coast Park Master Planned Development –Development Agreement:

- Ordinance 2017-12, amended Tables 4-1 and 4-2, Exhibits B&C, and Development Standards,
- Ordinance 2018-26, amended use tables to allow multi-family residential on Tracts A and 13A, and additional commercial uses on Tract 22.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

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

Staff Finding: This amendment to the Palm Coast Park MPD Development Agreement is not in conflict with, or contrary to, the public interest. The proposed new school site will provide additional acreage for school construction and the ability for the developer to accommodate stormwater for the school site. The other changes to vary density on certain tracts are not significant changes to the MPD that would be contrary to the public interest (no change in overall entitlements or permitted uses). The changes do not impact or hinder the completion of the vision for the development of Palm Coast Park DRI area.

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

Staff Finding: The request is consistent with the following objectives and policies of the Comprehensive Plan:

Chapter 1 Future Land Use Element:

-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.

The proposed amendment is consistent with the above policy. The location of the new school site will continue to be along a major arterial with existing water and central sewer service.

-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 propose new development that may impact the availability of infrastructure.

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

Staff Finding: The proposed amendment will not impact the demand on infrastructure.

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;

Staff Finding: The proposed MPD amendment will not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. The amendment will provide a larger site for the development of a school to serve the northern section of Palm Coast. The other changes do not cause a threat to the health, safety, and welfare of residents.

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

Staff Finding: The amendment does not impact the need for the Palm Coast Park MPD to comply with the development standards of the City's Land Development Code, the Palm Coast Park DRI Development Order, the Comprehensive Plan, other sections of the Palm Coast Park MPD Development Agreement, and the requirements of all other applicable agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.09.04

The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a master planned development application.

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

Staff Finding: As previously stated, the proposed application is consistent and furthers the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The standards established in the Palm Coast Park MPD were previously found to be consistent with the general intent of the LDC. The proposed amendment does not impact the development standards for the MPD.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

Staff Finding: The Palm Coast Park MPD is a 4,579 acre development along the western fringes of the developed area of Palm Coast. The area surrounding the MPD is generally undeveloped. The proposed development within the MPD is a pattern that is consistent with the developed areas of Palm Coast.

D. Compatibility within the development and relationship with surrounding neighborhoods.

Staff Finding: As stated in the previous criteria, the Palm Coast Park MPD is generally consistent with the developed areas of Palm Coast. The neighborhoods surrounding Palm Coast Parks are mainly single-family residential. Palm Coast Park will include single-family residential areas along with multi-family development that will provide a greater variety of housing choices in Palm Coast. There are areas of contiguous open space that will provide a buffer between the existing developed areas and the new development in Palm Coast Park.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

Staff Finding: As a Development of Regional Impact (DRI), an analysis of the project's impacts on various infrastructure was part of the DRI approval process. The analysis required that conditions are established to address the impacts of development on public infrastructure through various conditions of the DRI such as contribution of lands for park, fire/police stations, and water/sewer treatment plants.

F. The feasibility and compatibility of development phases to stand as independent developments.

Staff Finding: As a Development of Regional Impact (DRI), a phasing plan was included in the DRI-Development Order. The phasing plan will monitor development to ensure that adequate infrastructure is available to serve the phases of development.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

Staff Finding: Palm Coast Park MPD is bisected by and will have primary access from a major arterial (US-1). Traffic generation from the project is consistently monitored (through biennial reports) to identify the need for improvements to the transportation network. Additionally, as each project phase is permitted through the site plan or plat approval process a traffic study is provided to determine the appropriate traffic operation improvements necessary to accommodate the project (i.e. traffic signals, turn-lanes, etc).

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

Staff Finding: The approved DRI-DO for the project provides for a mix of housing types, non-residential uses, as well as open space/conservation areas spread out over 4,500 acres. The MPD zoning designation provides the flexibility to accommodate the vision of a mixed use community in conjunction with the protection of the open space/conservation areas with the Palm Coast Park DRI.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

Staff Finding: Palm Coast Park MPD is consistent with the approved Palm Coast Park DRI as well as the City of Palm Coast Comprehensive Plan.

J. Impact upon the environment or natural resources.

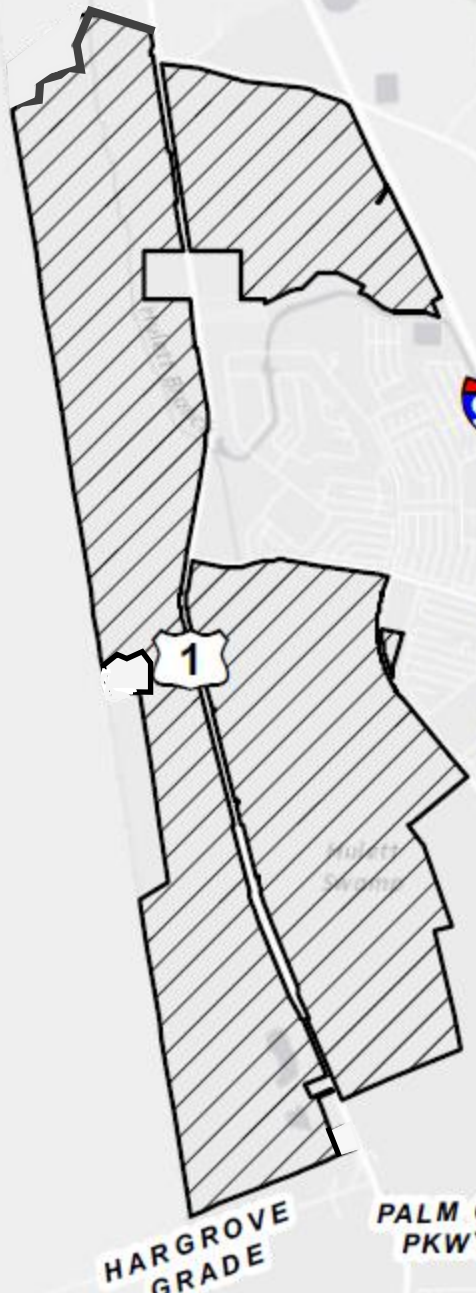
Staff Finding: As an approved DRI, Palm Coast Park MPD has set aside over 2,000+/- acres of land as open space/conservation areas. These areas include wetlands and wetland buffers.

K. Impact on the economy of any affected area.

Staff Finding: Palm Coast Park MPD is expected to have a positive impact on the economy along US-1 ranging from construction jobs to service/professional jobs brought about as a result of the expanded residential uses along US-1, which in turn will attract retail/office/commercial activities along US-1.

RECOMMENDATION

Planning staff recommends that the Planning and Land Development Regulation Board (PLDRB) recommend that City Council APPROVE the proposed amendment to the Palm Coast Park MPD-Development Agreement.



**Palm Coast Park
DRI / MPD**



HARGROVE
GRADE

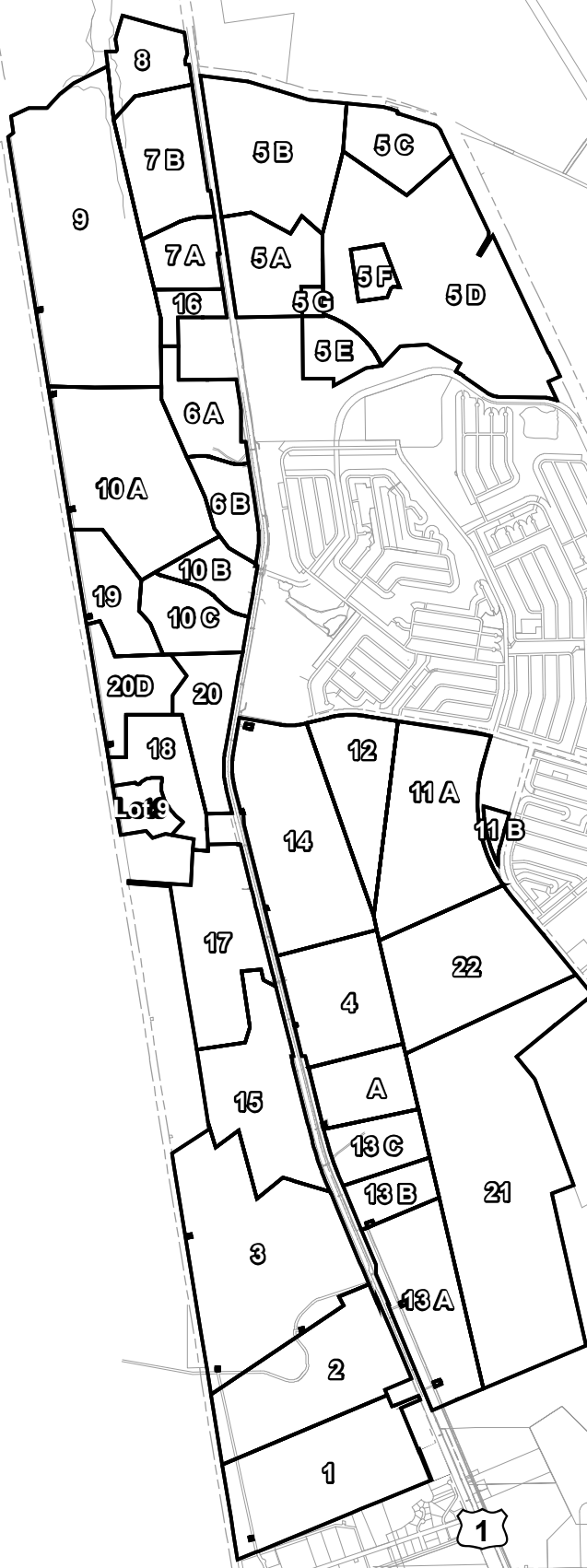
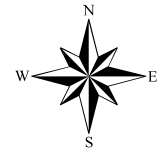
PALM COAST
PKWY NW

OLD KINGS RD N

MATANZAS
WOODS PKWY

FOREST
GROVE DR

BELLE TERRE
PKWY



PALM COAST PARK

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

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
(3rd 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 4,5854,579 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 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 Amendment to the Palm Coast Park DRI DO which deletes a 6.1 acre parcel from the DRI boundaries; and

WHEREAS, on _____, the City Council approved Resolution # _____, the 7th 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; 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 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.

(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, 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
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 Low <u>Medium</u> Density, <u>Public</u>	Residential	<u>SFR-1, MFR-1, PSP, and P&G</u>
Tract 7B	Residential Low <u>& Medium</u> Density, <u>Public</u>	Residential	<u>SFR-1, MFR-1, PSP, and P&G</u>
Tract 8	Residential Low Density	Residential	SFR-1

TABLE 4-1

Tract No.	MPD Uses	Amended and Retitled DRI DO Land Uses	LDC Zoning Category
Tract 9	Residential Low Density	Residential	SFR-1, MFR-2
Tract 10A	Residential Low Density	Residential	SFR-1
Tract 10B	Public ⁽²⁾ Residential Low Density	Public/Semi-Public Residential	PSP SFR-1
Tract 10C	Residential High Density Low Density	Residential	MFR-2 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	Business/Institutional	COM-3, OFC-2, IND-1
Tract 16	Flex Uses – Commercial and Office Residential Medium Density	Business/Institutional Residential	COM-1, OFC-1 MFR-1
Tract 17	Flex Uses - Office and Industrial	Business/Institutional	OFC-2, IND-1
Tract 18	Flex Uses - Office and Industrial <u>and</u> Public ⁽²⁾	Business/Institutional	OFC-2, IND-1, PSP <u>and P&G</u>
Tract 19	Residential Medium Low Density	Residential	SFR-1, MFR-2 , PSP
Tract 20 (except Tract D)	Flex Uses – Commercial, Office, and Industrial ⁽²⁾	Business/Institutional	COM-3, OFC-2, IND-1, PSP
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 ⁽³⁾	Business/Institutional	COM-1, OFC-1, PSP
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) 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. Exhibits "D" and "E", respectively, (which correspond to Table

~~3-2 and 3-4 of the current LDC~~—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

1. 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.
2. 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.
3. 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.
4. 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.
5. All perimeter landscape areas shall be irrigated.
6. Site lighting shall be designed to prevent direct glare and light spillage on adjacent streets and on all adjacent properties.
7. Storage areas shall be paved.

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

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 "FC"** 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 "FC"), 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) 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.

(b) 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, 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)	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)
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

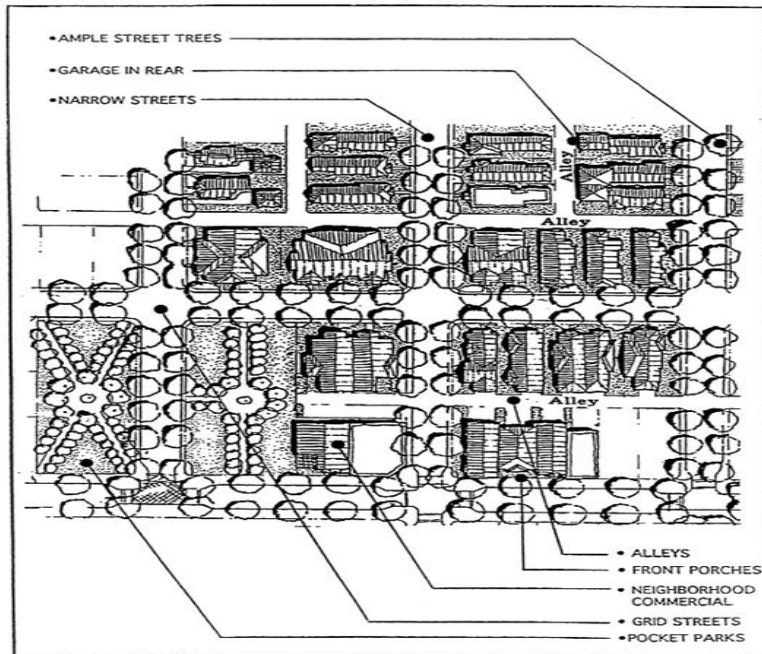
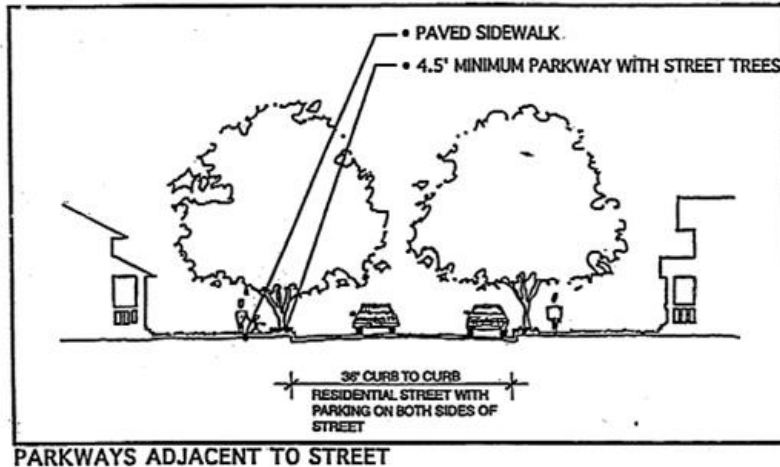


Figure 10-2- NEO-TRADITIONAL PUBLIC STREET STANDARD EXAMPLE



(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

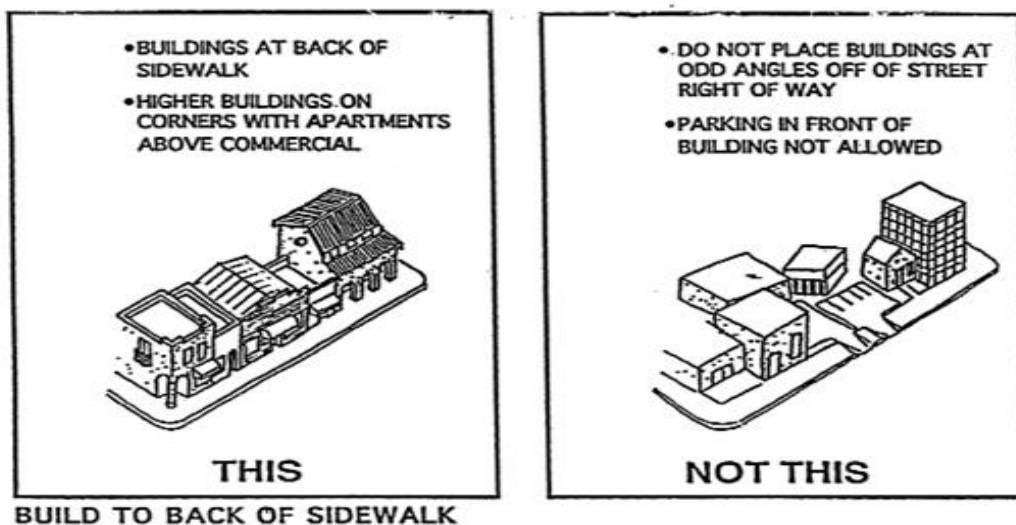
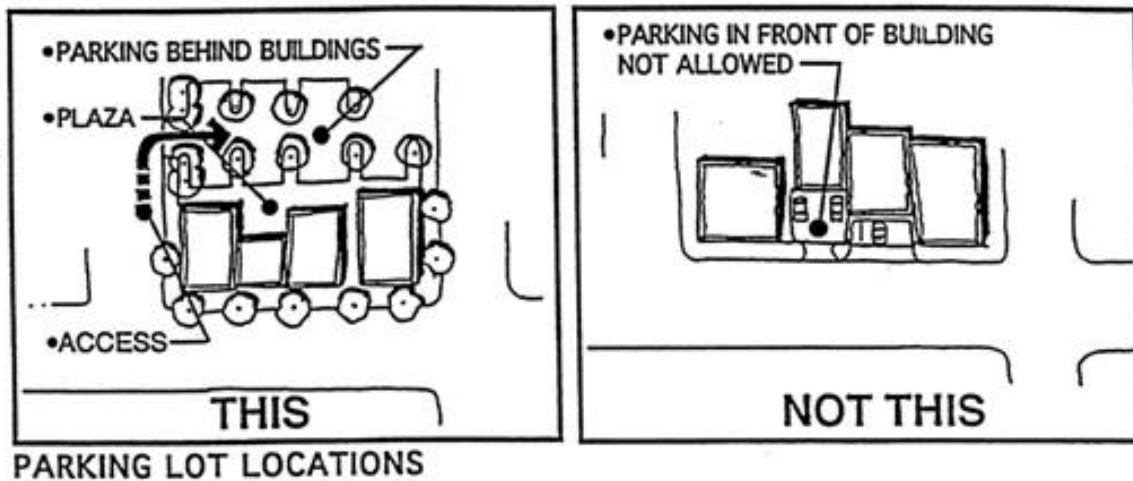


Figure 10-4 – NEO-TRADITIONAL NON-RESIDENTIAL

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.

(l) 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 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 Amended and Restated DRI DO, the LDC or other City ordinances, this Development Agreement and the Second Amended and Restated DRI DO shall govern. In the event of a conflict between this Development Agreement and the 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 Amended and Restated DRI DO shall mean and include any amendments thereto.

SECTION 13. DONATION OF SITES FOR FIRE STATIONS AND PARKS

~~In satisfaction of the site donation requirements set forth in Part III, Section 12. Police and Fire Protection and Section 13. Recreation and Open Space, of the Second~~

~~Amended and Restated DRI-DO, the Owners must deed clear title to the following sites to the City:~~

~~(a) Two (2) fire station sites, each containing a minimum of three (3) acres consisting of Palm Coast Park DRI Tract 5G and part of Tract 13A.~~

~~(b) Park sites consisting of the following Palm Coast Park DRI Tracts:~~

~~(i) All of Tract 5F~~

~~(ii) A site consisting of a minimum of 10 acres at least 50% of which is contiguous reasonably compact uplands from Tract 10C, or a site in Tract 9 or 10A as mutually agreed upon by the parties involved.~~

~~(iii) All of Tract A, containing a minimum of fifty-four (54) acres. 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.

~~(c) 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 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.

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
COUNTY OF FLAGLER

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
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

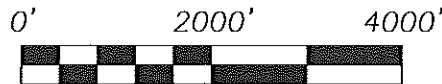
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EXHIBIT "A"
TOTAL OF 13 PAGES

RESERVED FOR RECORDING INFORMATION

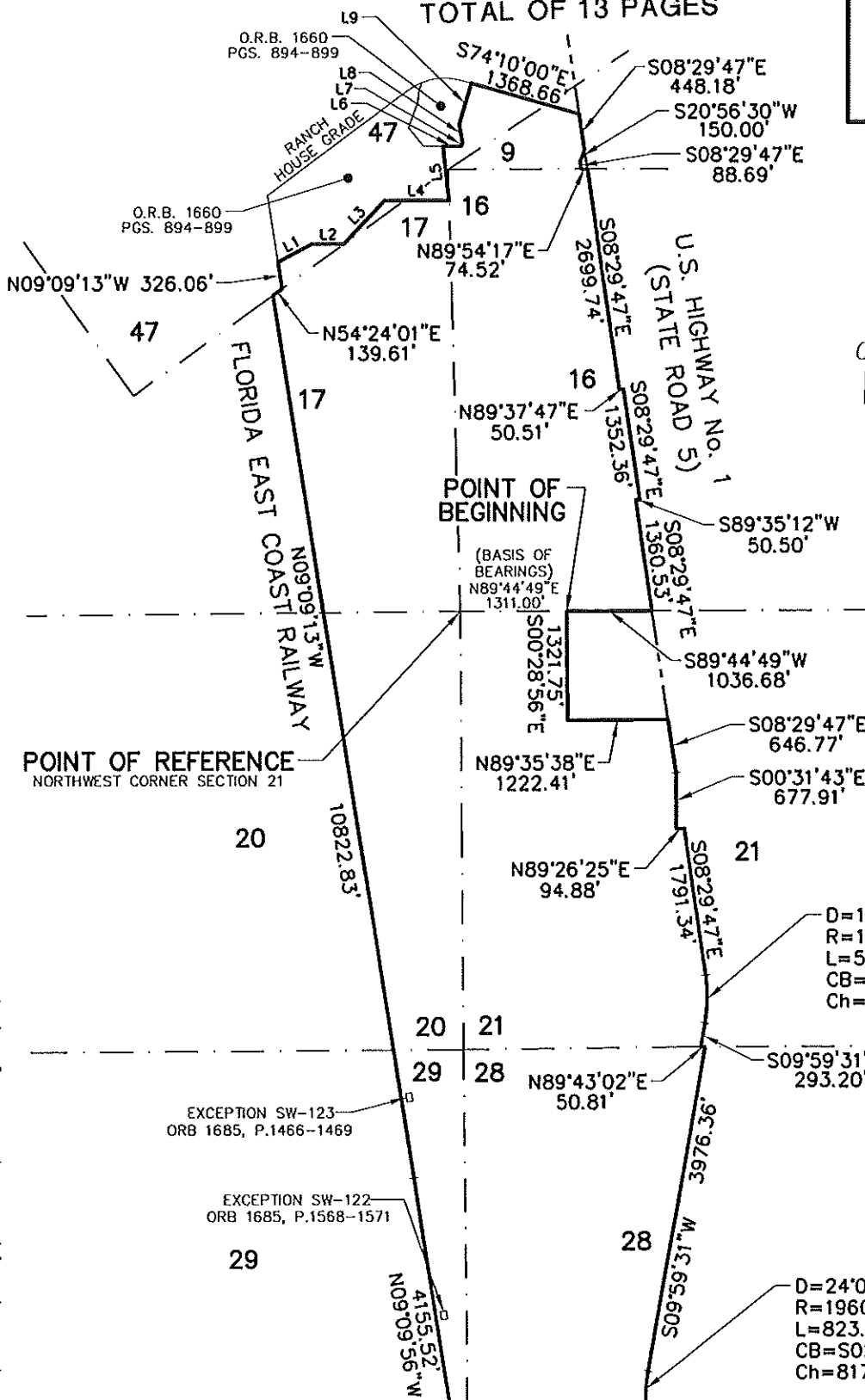


NORTH ARROW



SCALE 1" = 2000'

LINE TABLE		
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L2	391.61'	S90°00'00"E
L3	725.79'	N43°07'13"E
L4	783.66'	S89°50'08"E
L5	663.74'	N06°27'37"W
L6	221.02'	N89°59'00"E
L7	46.78'	N27°37'20"E
L8	229.07'	N10°56'45"W
L9	521.68'	N16°43'09"E



MATCHLINE

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE
 THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY

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WADE TRIM / TOMOKA
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office: 1410 LPQA Blvd, Suite 148, Daytona Beach, FL 32117
 Phone: 386-274-1600 Fax: 386-274-1602
 email: tomoko@tomoka-eng.com website: www.tomoka-eng.com

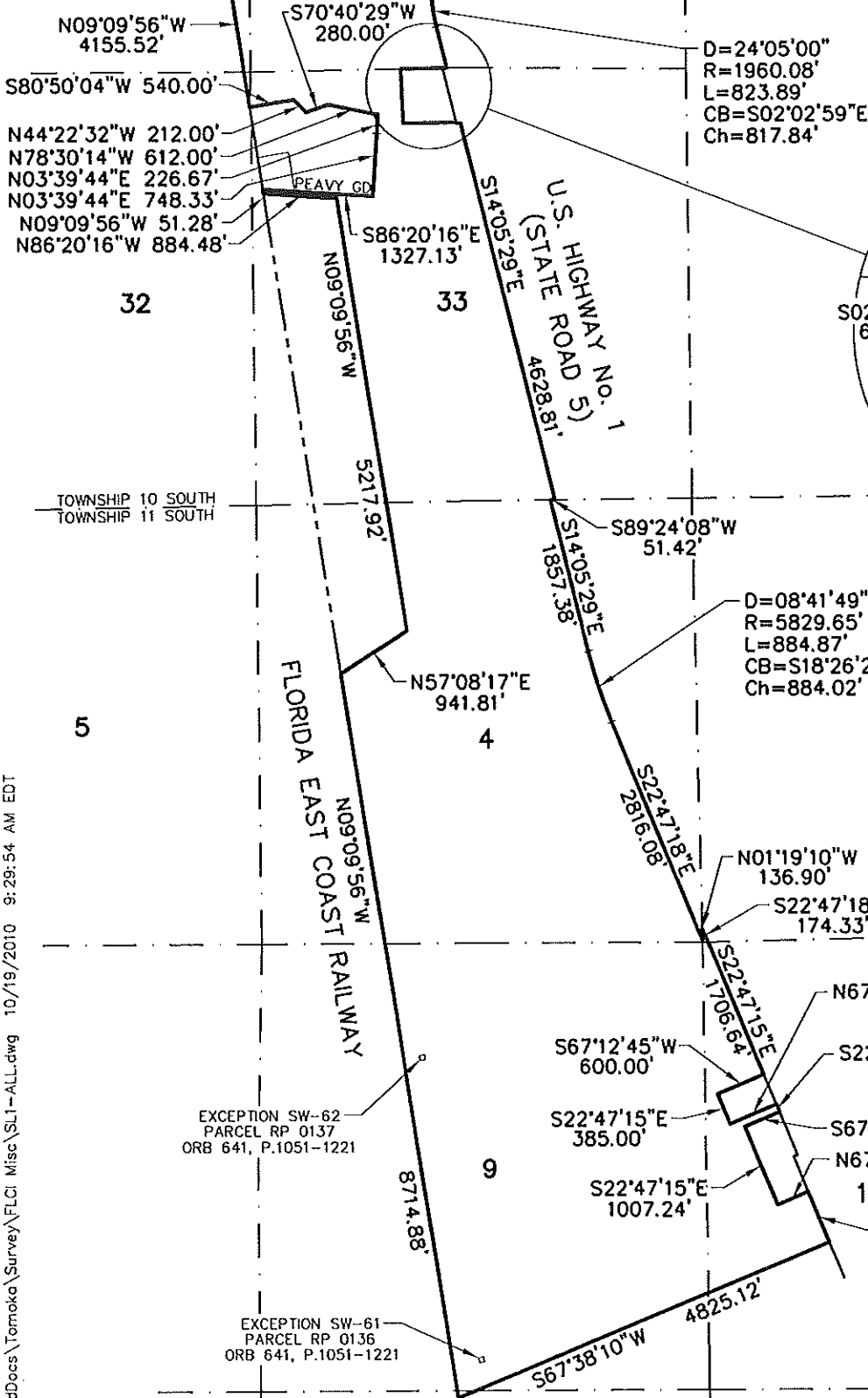
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 AND
 DESCRIPTION

PROJECT NO.	FLC6017
DRAWING REFERENCE NO.	SL1-ALL.DWG
DATE:	07/30/2010
SHEET NO.	170 1 OF 4

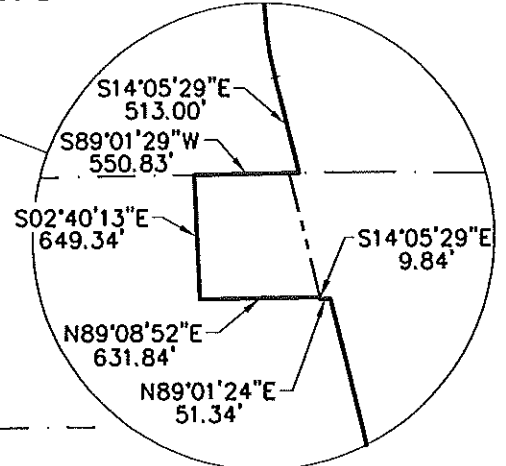
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SKETCH AND DESCRIPTION

MATCHLINE



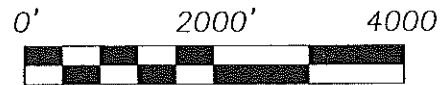
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DETAIL
SCALE - 1"=100'



NORTH ARROW



SCALE 1" = 2000'

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE
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WADE TRIM / TOMOKA

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.	FLC6017
DRAWING REFERENCE NO.	SL1-ALL.DWG
DATE:	07/30/2010
SHEET NO.	178 2 OF 4

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, AND SECTIONS 3, 4, 9, 10 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 N89°44'49"E A DISTANCE OF 1311.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S00°28'56"E A DISTANCE OF 1321.75 FEET; THENCE N89°35'38"E A DISTANCE OF 1222.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE S08°29'47"E A DISTANCE OF 646.77 FEET; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN S00°31'43"E A DISTANCE OF 677.91 FEET; THENCE N89°26'25"E A DISTANCE OF 94.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 FOR THE FOLLOWING SEVEN (7) COURSES; (1) THENCE S08°29'47"E A DISTANCE OF 1791.34 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 584.08 FEET, A CENTRAL ANGLE OF 18°29'18", A RADIUS OF 1810.08 FEET, A CHORD BEARING OF S00°44'52"W AND A CHORD DISTANCE OF 581.55 FEET TO A POINT OF TANGENCY; (3) THENCE S09°59'31"W A DISTANCE OF 293.20 FEET; (4) THENCE N89°43'02"E A DISTANCE OF 50.81 FEET; (5) THENCE S09°59'31"W A DISTANCE OF 3976.36 FEET TO A POINT OF CURVATURE; (6) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 823.89 FEET, A CENTRAL ANGLE OF 24°05'00", A RADIUS OF 1960.08 FEET, A CHORD BEARING OF S02°02'59"E AND A CHORD DISTANCE OF 817.84 FEET TO A POINT OF TANGENCY; (7) THENCE S14°05'29"E A DISTANCE OF 513.00 FEET; THENCE DEPARTING SAID U.S. HIGHWAY No. 1 RIGHT-OF-WAY RUN S89°01'29"W A DISTANCE OF 550.83 FEET; THENCE S02°40'13"E A DISTANCE OF 649.34 FEET; THENCE N89°08'52"E A DISTANCE OF 631.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 FOR THE FOLLOWING TEN (10) COURSES; (1) THENCE S14°05'29"E A DISTANCE OF 9.84 FEET; (2) THENCE N89°01'24"E A DISTANCE OF 51.34 FEET; (3) THENCE S14°05'29"E A DISTANCE OF 4628.81 FEET TO A POINT ON THE NORTH LINE OF SECTION 4; (4) THENCE S89°24'08"W ALONG SAID SECTION LINE A DISTANCE OF 51.42 FEET; (5) THENCE DEPARTING SAID SECTION LINE S14°05'29"E A DISTANCE OF 1857.38 FEET TO A POINT OF CURVATURE; (6) THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 884.87 FEET, A CENTRAL ANGLE OF 08°41'49", A RADIUS OF 5829.65 FEET, A CHORD BEARING S18°26'24"E AND A CHORD DISTANCE OF 884.02 FEET TO A POINT OF TANGENCY; (7) THENCE S22°47'18"E A DISTANCE OF 2816.08 FEET; (8) THENCE N01°19'10"W A DISTANCE OF 136.90 FEET; (9) THENCE S22°47'18"E A DISTANCE OF 174.33 FEET; (10) THENCE S22°47'15"E A DISTANCE OF 1706.64 FEET; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN S67°12'45"W A DISTANCE OF 600.00 FEET; THENCE S22°47'15"E A DISTANCE OF 385.00 FEET; THENCE N67°12'45"E A DISTANCE OF 600.00 FEET; THENCE S22°47'15"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 100.00 FEET; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN S67°12'45"W A DISTANCE OF 450.00 FEET; THENCE S22°47'15"E A DISTANCE OF 1007.24 FEET; THENCE N67°12'45"E A DISTANCE OF 400.00 FEET; THENCE S22°47'15"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 A DISTANCE OF 652.58 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN S67°38'10"W 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 N09°09'56"W 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 N57°08'17"E A DISTANCE OF 941.81 FEET; THENCE N09°09'56"W A DISTANCE OF 5217.92 FEET TO A POINT IN THE CENTER OF PEAVY GRADE; THENCE N86°20'16"W 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 N09°09'56"W ALONG SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 51.28 FEET; THENCE DEPARTING SAID RAILROAD S86°20'16"E A DISTANCE OF 1327.13 FEET; THENCE N03°39'44"E A DISTANCE OF 748.33 FEET TO A PERMANENT REFERENCE MONUMENT MARKING THE SOUTHERLY LINE OF PALM COAST PARK, TRACTS 18 AND 19, MAP BOOK 37, PAGES 32-35; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES; (1) THENCE N03°39'44"E A DISTANCE OF 226.67 FEET; (2) THENCE N78°30'14"W A DISTANCE OF 612.00 FEET; (3) THENCE S70°40'29"W A DISTANCE OF 280.00 FEET; (4) THENCE N44°22'32"W A DISTANCE OF 212.00 FEET; (5) THENCE S80°50'04"W A DISTANCE OF 540.00 FEET TO A POINT ON THE EAST LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY ALSO BEING THE WESTERLY LINE OF SAID PALM COAST PARK, TRACTS 18 AND 19; THENCE N09°09'56"W ALONG THE EAST LINE OF SAID RAILROAD RIGHT-OF-WAY AND THE WESTERLY LINE OF SAID PALM COAST PARK, TRACTS 18 AND 20 A DISTANCE OF 4155.52 FEET; THENCE N09°09'13"W A DISTANCE OF 10822.83 FEET TO A POINT ON THE SOUTH LINE OF SECTION 47; THENCE N54°24'01"E ALONG SAID SOUTH LINE OF SECTION 47 A DISTANCE OF 139.61 FEET; THENCE DEPARTING SAID SOUTH LINE OF SECTION 47 N09°09'13"W ALONG THE EAST LINE

LEGAL DESCRIPTION CONTINUED ON SHEET 4 OF 4

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LB 17565

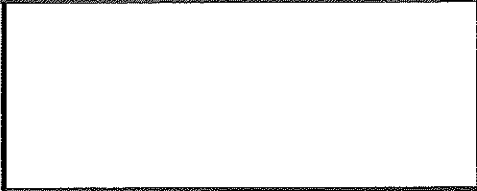
WADE TRIM / TOMOKA

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
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SKETCH AND DESCRIPTION

PROJECT NO.	FLC6017
DRAWING REFERENCE NO.	SL1-ALL.DWG
DATE:	07/30/2010
SHEET NO.	172 3 OF 4

SKETCH AND DESCRIPTION



LEGAL DESCRIPTION CONTINUED:

RESERVED FOR RECORDING INFORMATION

OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 326.06 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1660, PAGES 894-899; THENCE ALONG SAID SOUTHERLY LINE FOR THE FOLLOWING NINE (9) COURSES; (1) THENCE DEPARTING SAID RIGHT-OF-WAY RUN N62°02'35"E A DISTANCE OF 465.67 FEET; (2) THENCE S90°00'00"E A DISTANCE OF 391.61 FEET; (3) THENCE N43°07'13"E A DISTANCE OF 725.79 FEET; (4) THENCE S89°50'08"E A DISTANCE OF 783.66 FEET; (5) THENCE N06°27'37"W A DISTANCE OF 663.74 FEET; (6) THENCE N89°59'00"E A DISTANCE OF 221.02 FEET; (7) THENCE N27°37'20"E A DISTANCE OF 46.78 FEET; (8) THENCE N10°56'45"W A DISTANCE OF 229.07 FEET; (9) THENCE N16°43'09"E A DISTANCE OF 521.68 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF RANCH HOUSE GRADE DESCRIBED IN OFFICIAL RECORDS BOOK 545, PAGES 1645-1652; THENCE ALONG SAID SOUTHERLY LINE OF RANCH HOUSE GRADE S74°10'00"E A DISTANCE OF 1368.66 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE DEPARTING SAID SOUTHERLY LINE OF RANCH HOUSE GRADE S08°29'47"E ALONG U.S. HIGHWAY No. 1 A DISTANCE OF 448.18 FEET; THENCE DEPARTING U.S. HIGHWAY No. 1 RUN S20°56'30"W A DISTANCE OF 150.00 FEET; THENCE S08°29'47"E A DISTANCE OF 88.69 FEET; THENCE N89°54'17"E A DISTANCE OF 74.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE ALONG U.S. HIGHWAY No. 1 FOR THE FOLLOWING FIVE (5) COURSES; (1) THENCE S08°29'47"E A DISTANCE OF 2699.74 FEET; (2) THENCE N89°37'47"E A DISTANCE OF 50.51 FEET; (3) THENCE S08°29'47"E A DISTANCE OF 1352.36 FEET; (4) THENCE S89°35'12"W A DISTANCE OF 50.50 FEET; (5) THENCE S08°29'47"E 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 S89°44'49"W ALONG SAID SECTION LINE 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;

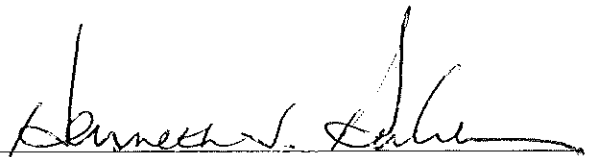
PARCEL (LESS EXCEPTIONS) CONTAINING 2289.29 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, BEING N89°44'49"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

ABBREVIATIONS

C=CURVE	R/W=RIGHT-OF-WAY
D=DELTA	CL= CENTER LINE
R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SECT.=SECTION
PC=POINT OF CURVE	RNG.=RANGE
PT=POINT OF TANGENCY	TWP.=TOWNSHIP
PI=POINT OF INTERSECTION	I.D.=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAT BOOK	(R)=RECORD
PG.=PAGE	(F)=FIELD MEASURED
O.R.B.=OFFICIAL RECORD BOOK	(NR)=NON-RADIAL
S.F.=SQUARE FEET	(RAD)=RADIAL
AC.=ACRES	

SIGNED: 
 KENNETH J. KUHAR
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



WADE TRIM / TOMOKA

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
 DAYTONA BEACH FLAGLER/PALM COAST
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**SKETCH
AND
DESCRIPTION**

PROJECT NO.	FLC6017
DRAWING REFERENCE NO.	SL1-ALL.DWG
DATE:	07/30/2010
SHEET NO.	170 4 OF 4

R:\SharedDocs\Tomoka\Survey\FLC1\Misc\SL1-ALL.dwg 10/19/2010 9:29:54 AM EDT

L=472.46'
R=1124.00'
D=24°05'00"
CH=468.99'
CB=N87°57'01"E

L=742.48'
R=1875.00'
D=22°41'18"
CH=737.64'
CB=N87°15'10"E

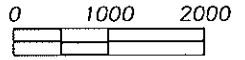
L=252.67'
R=1876.00'
D=07°43'01"
CH=252.48'
CB=S77°32'41"E

L=2981.68'
R=3079.04'
D=55°29'03"
CH=2866.53'
CB=S11°25'41"E

L=6.23'
R=1149.00'
D=00°18'39"
CH=6.23'
CB=S39°13'45"E

L=839.35'
R=5529.65'
D=08°41'49"
CH=838.53'
CB=N18°26'24"W

RESERVED FOR RECORDING INFORMATION



SCALE:
1" = 2000 FEET

C1 - L=750.33'
R=1785.08'
D=24°05'00"
CH=744.82'
CB=N02°02'59"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	2074.30'	N00°32'09"W
L2	2323.41'	S81°24'11"E
L3	52.11'	S73°41'10"E
L4	35.35'	S28°41'10"E
L5	537.91'	S16°18'50"W
L6	2737.82'	S39°23'05"E
L7	2082.75'	S50°36'55"W
L8	606.62'	S39°23'05"E
L9	2401.22'	S20°16'51"E
L10	500.00'	S69°43'09"W
L11	3299.71'	S12°47'58"E
L12	3540.82'	S67°12'21"W
L13	2431.20'	N22°47'15"W
L14	26.76'	N88°44'06"E
L15	688.01'	N22°47'18"W
L16	204.92'	N01°19'10"W
L17	2053.27'	N22°47'18"W
L18	1785.39'	N14°05'29"W
L19	77.13'	S89°24'09"W
L20	3193.40'	N14°05'29"W
L21	60.00'	N75°54'31"E
L22	60.00'	N14°05'29"W
L23	60.00'	S75°54'31"W
L24	1802.90'	N14°05'29"W
L25	244.85'	N01°17'10"W
L26	5.92'	S89°28'59"E
L27	74.14'	N14°05'29"W
L28	60.00'	S75°54'31"W
L29	493.77'	N14°05'29"W
L30	756.00'	N09°59'31"E
L31	896.08'	S80°00'29"E
L32	569.81'	N75°54'31"E
L33	67.08'	S81°24'11"E

TOTAL AREA (LESS EXCEPTIONS)
= 1562.502 ACRES

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

REVISED
11/11/2010



TOMOKA ENGINEERING
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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 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	MB=MAP BOOK	PC=POINT OF CURVE	PCP=PERMANENT CONTROL POINT
R=RADIUS	PG=PAGE	PT=POINT OF TANGENCY	PRM=PERMANENT REFERENCE MONUMENT
L=LENGTH	R/W=RIGHT OF WAY	POB=POINT OF BEGINNING	ORB=OFFICIAL RECORD BOOK
CH=CHORD	CL=CENTER LINE		
CB=CHORD BEARING			



LB #2232

TOMOKA ENGINEERING

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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 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.



LB 12232

TOMOKA ENGINEERING

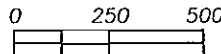
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976
DAYTONA BEACH FLAGLER/PALM COAST
Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117
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**SKETCH
AND
DESCRIPTION**

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



SCALE:
1" = 500 FEET

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

POINT OF REFERENCE

GOVERNMENT SECTION 27
TOWNSHIP 10 SOUTH,
RANGE 30 EAST

MATANZAS WOODS PARKWAY (124' R/W)

BUD HOLLOW DRIVE

(BASIS OF BEARINGS)
S16°18'50"W
1,450.00'

POINT OF BEGINNING

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°23'14"
CH=1,298.67'
CB=N14°03'09"W

BUFFALO BILL DRIVE

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

GOVERNMENT SECTION 34
TOWNSHIP 10 SOUTH,
RANGE 30 EAST

S73°41'10"E
574.54'

L=436.64'
R=1,149.00'
D=21°46'25"
CH=434.02'
CB=S05°25'38"W

REVISED
11/11/2010

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



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 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 12232

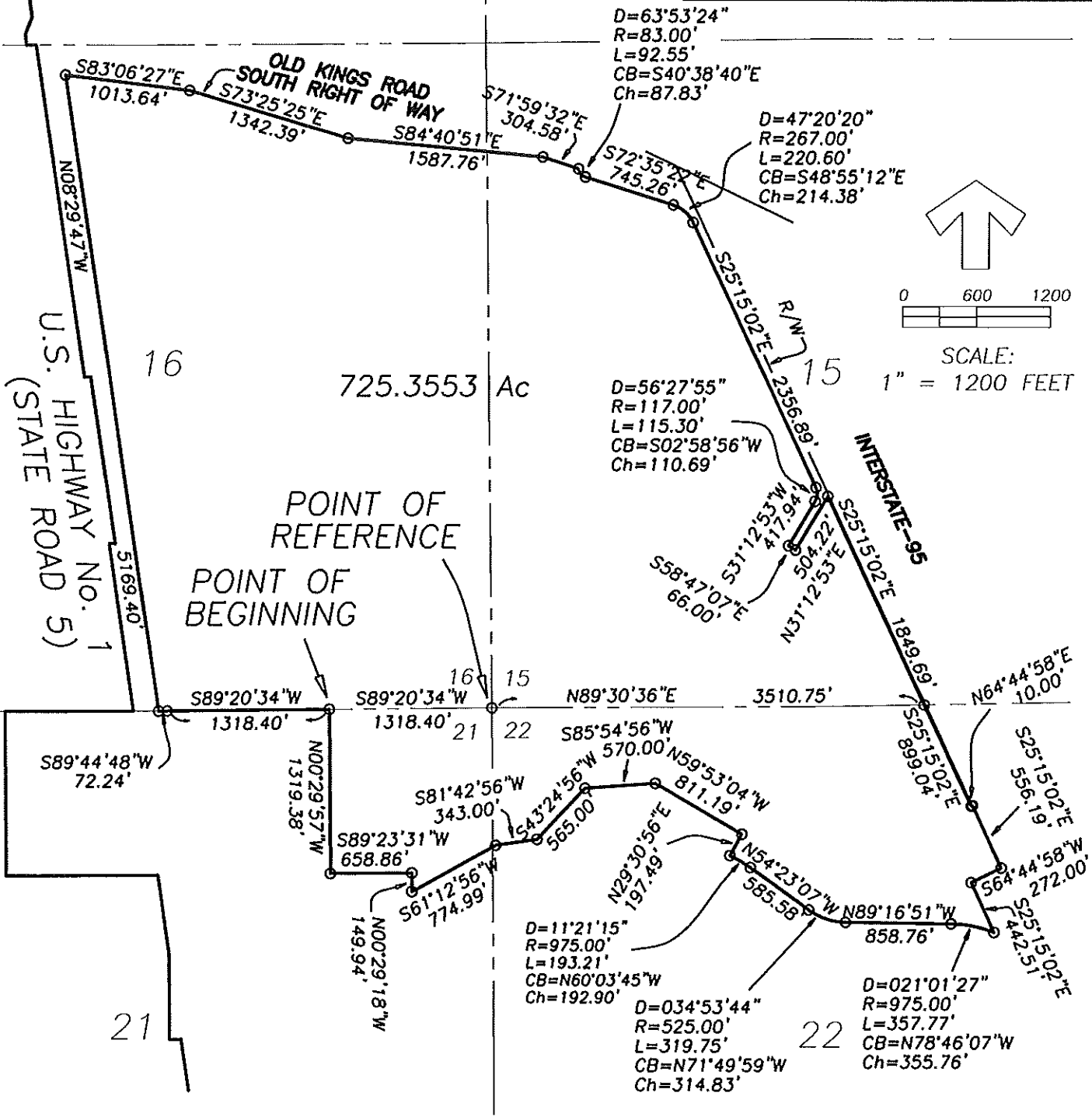
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SKETCH
AND
DESCRIPTION

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

RESERVED FOR RECORDING INFORMATION



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



TOMOKA ENGINEERING

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 DAYTONA BEACH FLAGLER/PALM COAST
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SKETCH
AND
DESCRIPTION

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

LB #2232

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION

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	MB=MAP BOOK	PC=POINT OF CURVE	PCP=PERMANENT CONTROL POINT
R=RADIUS	PG=PAGE	PT=POINT OF TANGENCY	PRM=PERMANENT REFERENCE MONUMENT
L=LENGTH	R/W=RIGHT OF WAY	POB=POINT OF BEGINNING	ORB=OFFICIAL RECORD BOOK
CH=CHORD	CL=CENTER LINE		
CB=CHORD BEARING			



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 OF LESS.



LB #2232

TOMOKA ENGINEERING

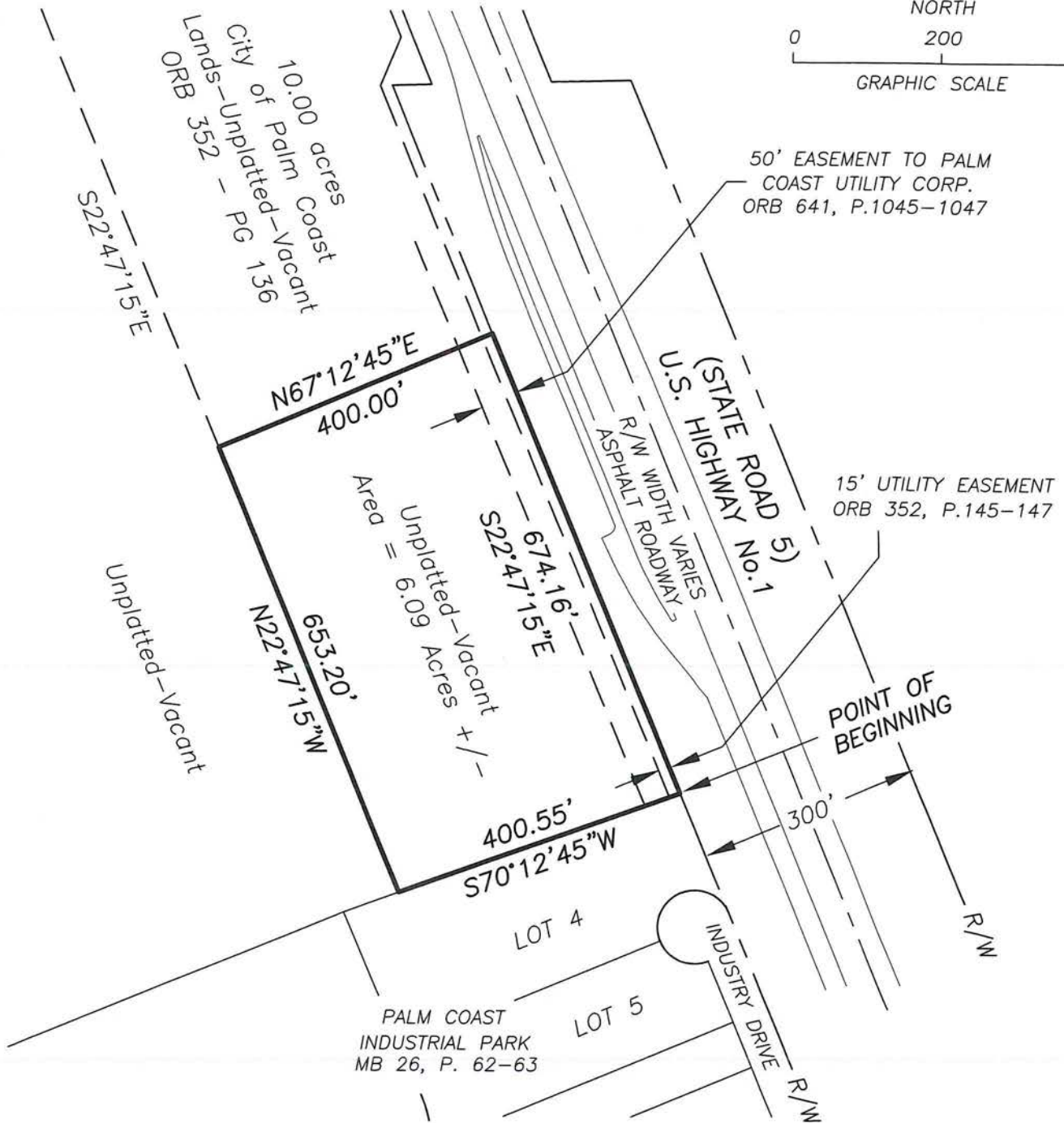
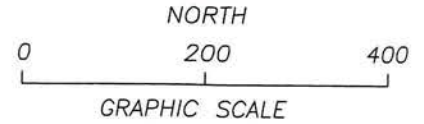
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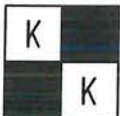
PROJECT NO.	T1144FLCI
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DATE	JANUARY 25, 2007
SHEET NO.	3 OF 3

SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY



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



LB #7991

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 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.

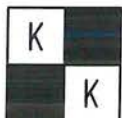
I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

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

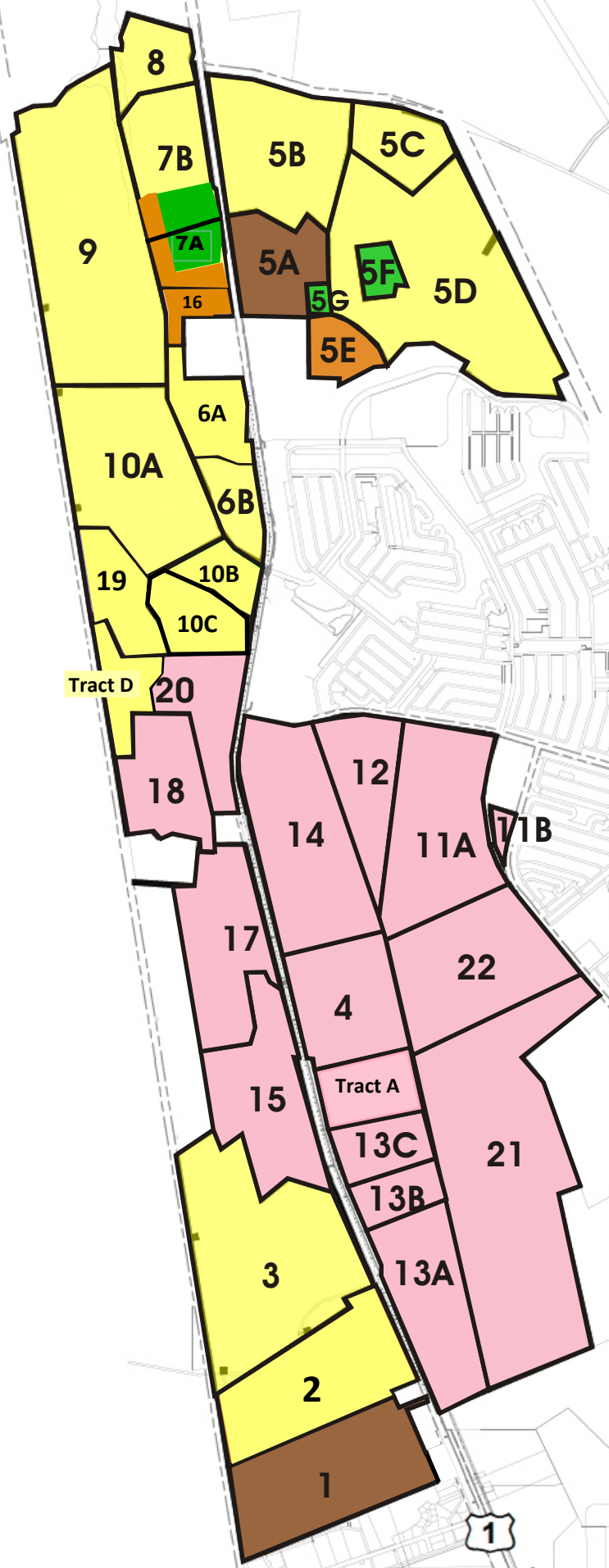
NO SCALE



Exhibit "B"

Palm Coast Park

MPD USES



Tract D

Tract A







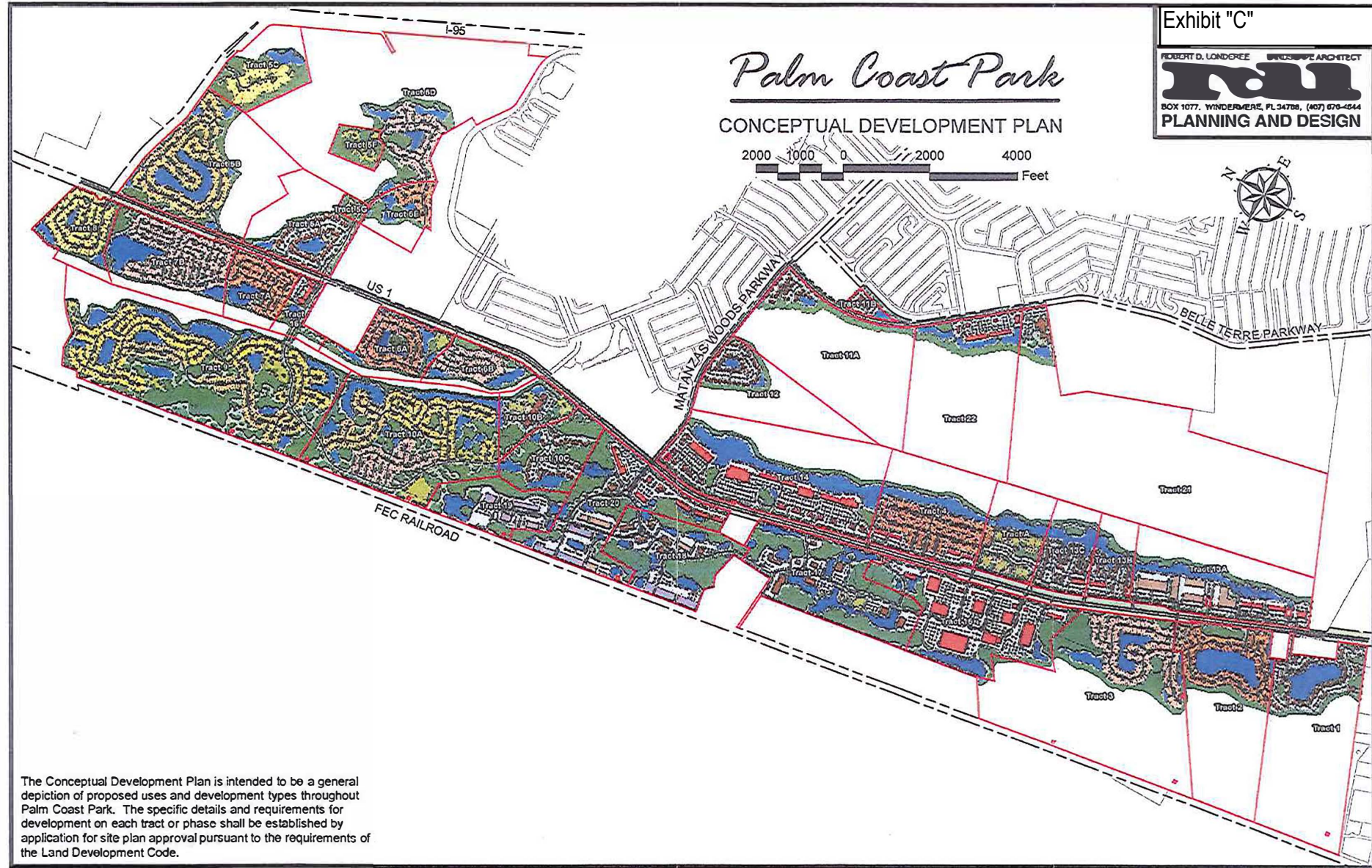
LEGEND	
	Residential Low Density
	Residential Medium Density
	Residential High Density
	Industrial
	Flex-Uses
	Public

Exhibit "C"

ROBERT D. LONGREE ARCHITECT
rdl
BOX 1077, WINDERMERE, FL 34708, (407) 679-4544
PLANNING AND DESIGN

Palm Coast Park

CONCEPTUAL DEVELOPMENT PLAN



The Conceptual Development Plan is intended to be a general depiction of proposed uses and development types throughout Palm Coast Park. The specific details and requirements for development on each tract or phase shall be established by application for site plan approval pursuant to the requirements of the Land Development Code.

Map Document: (V:\WestPC\Ar\View\WPC-Conceptual Site Plan 2011 0602.mxd)
6/16/2011 4:40:31 PM

**ORDINANCE 2019-XX
THIRD 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 THIRD
AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE
PALM COAST PARK MASTER PLANNED DEVELOPMENT
(MPD); ALLOWING RESIDENTIAL LOW USE ON TRACTS 10B,
10C, AND 19, ALLOWING RESIDENTIAL MEDIUM USE ON
TRACTS 7A, 7B, AND 16, AND ALLOWING PUBLIC USE ON ALL
TRACTS; 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 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 City initiates this proposed amendment to accommodate the relocation of a school site which came about as a result of negotiations between the Flagler County School District and Palm Coast Florida Holdings, LLC; and

WHEREAS, the relocation of the school site necessitates the amendment of permitted densities on various tracts to accommodate the allocated density for the Palm Coast Park DRI; 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 _____ 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments:

Exhibit “A” – Third Amendment to Palm Coast Park MPD-DA

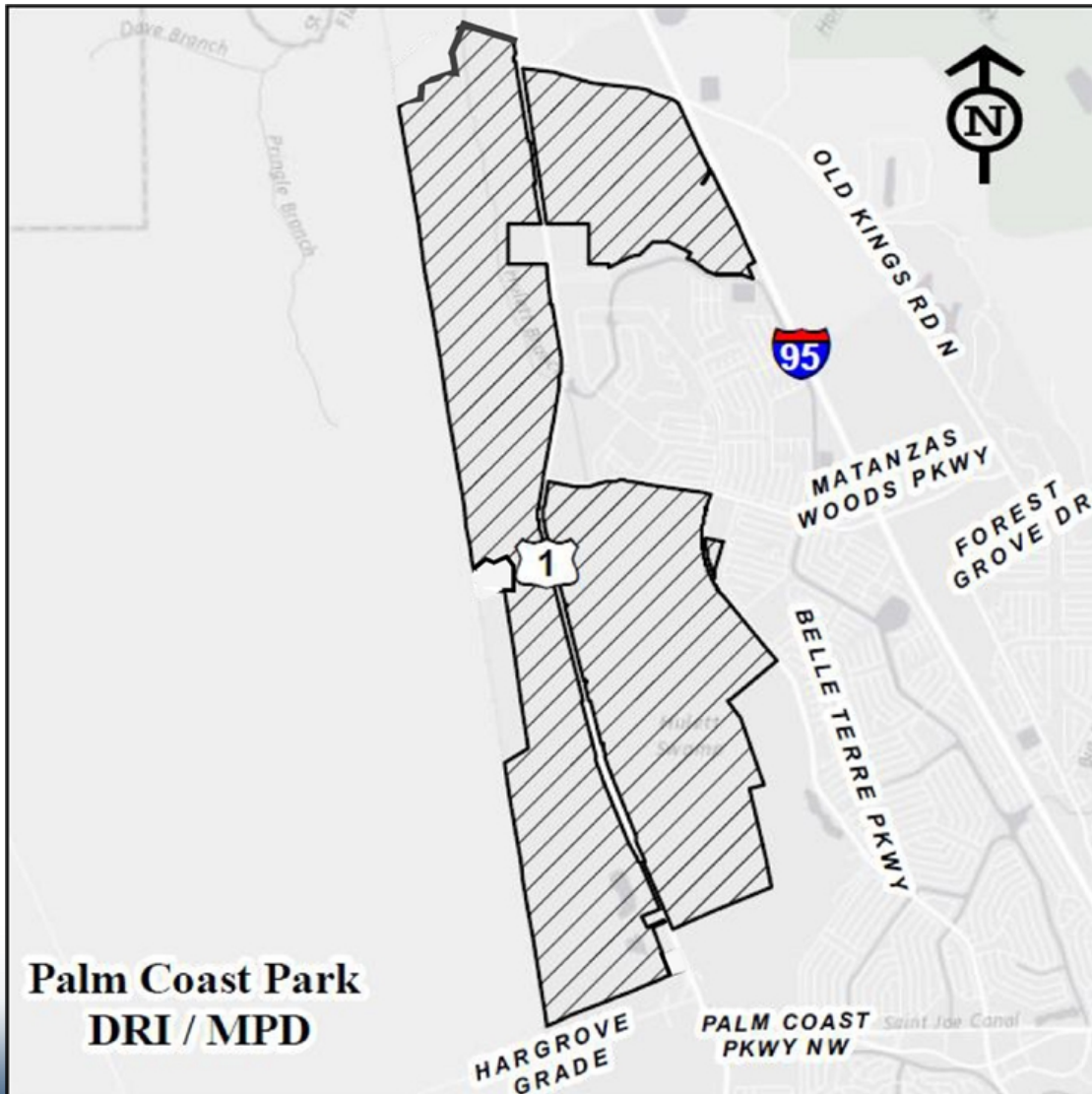
EXHIBIT "A"
THIRD AMENDMENT TO PALM COAST PARK MPD-DA



Palm Coast Park

**DRI-Development Order Amendment
&
MPD-Development Agreement Amendment**

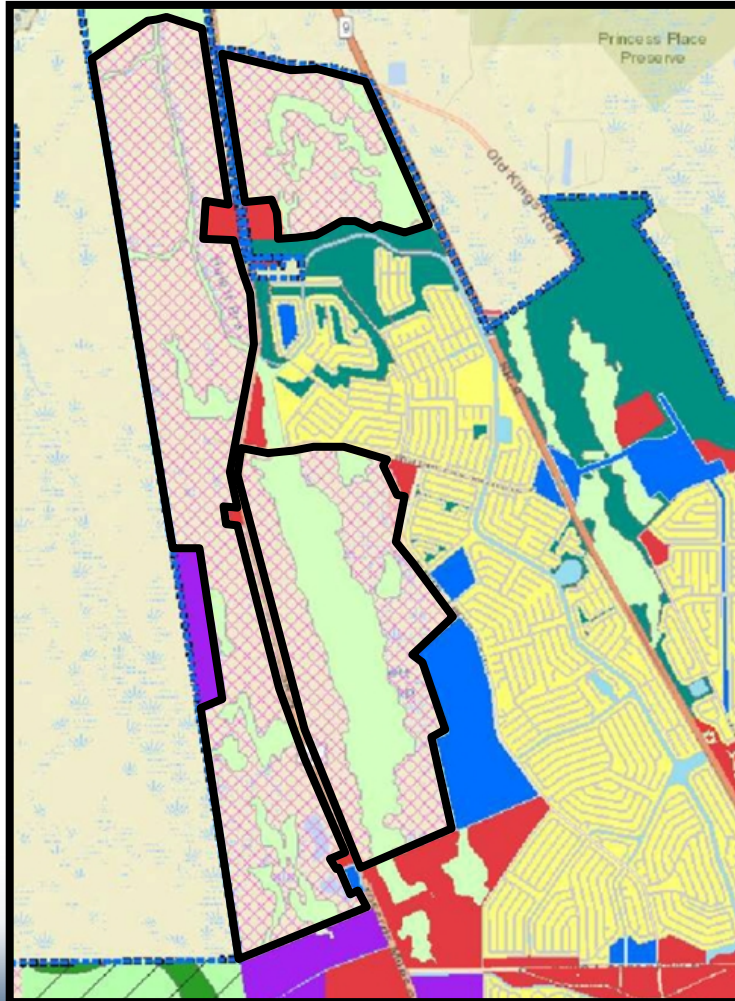
Palm Coast Park DRI – BACKGROUND



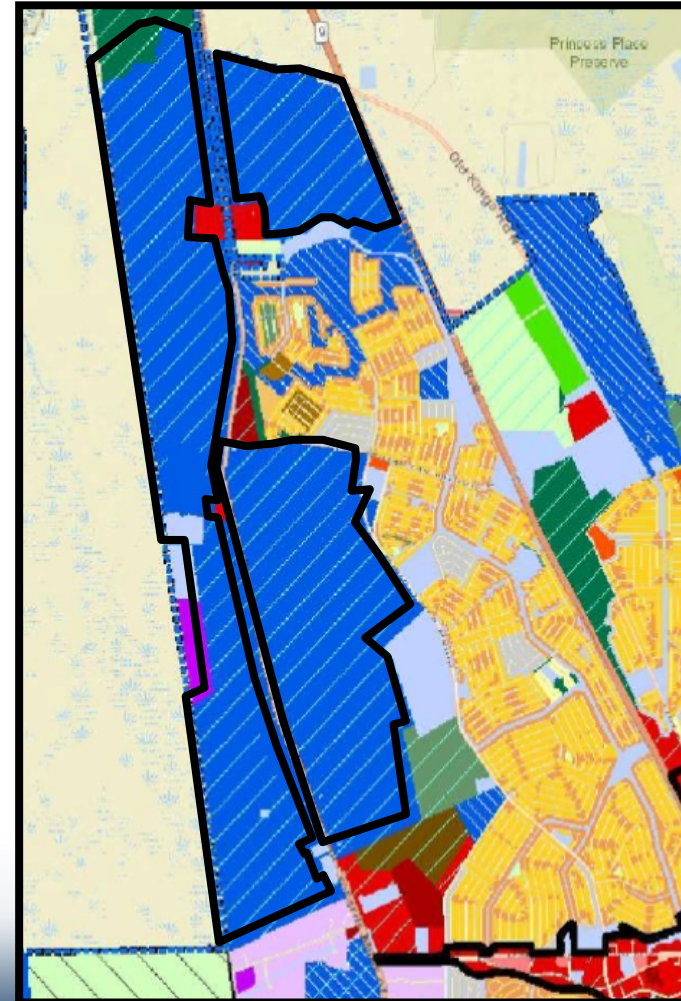
- 4,700+/- Acres
- Approved DRI (2004)

Palm Coast Park DRI – BACKGROUND

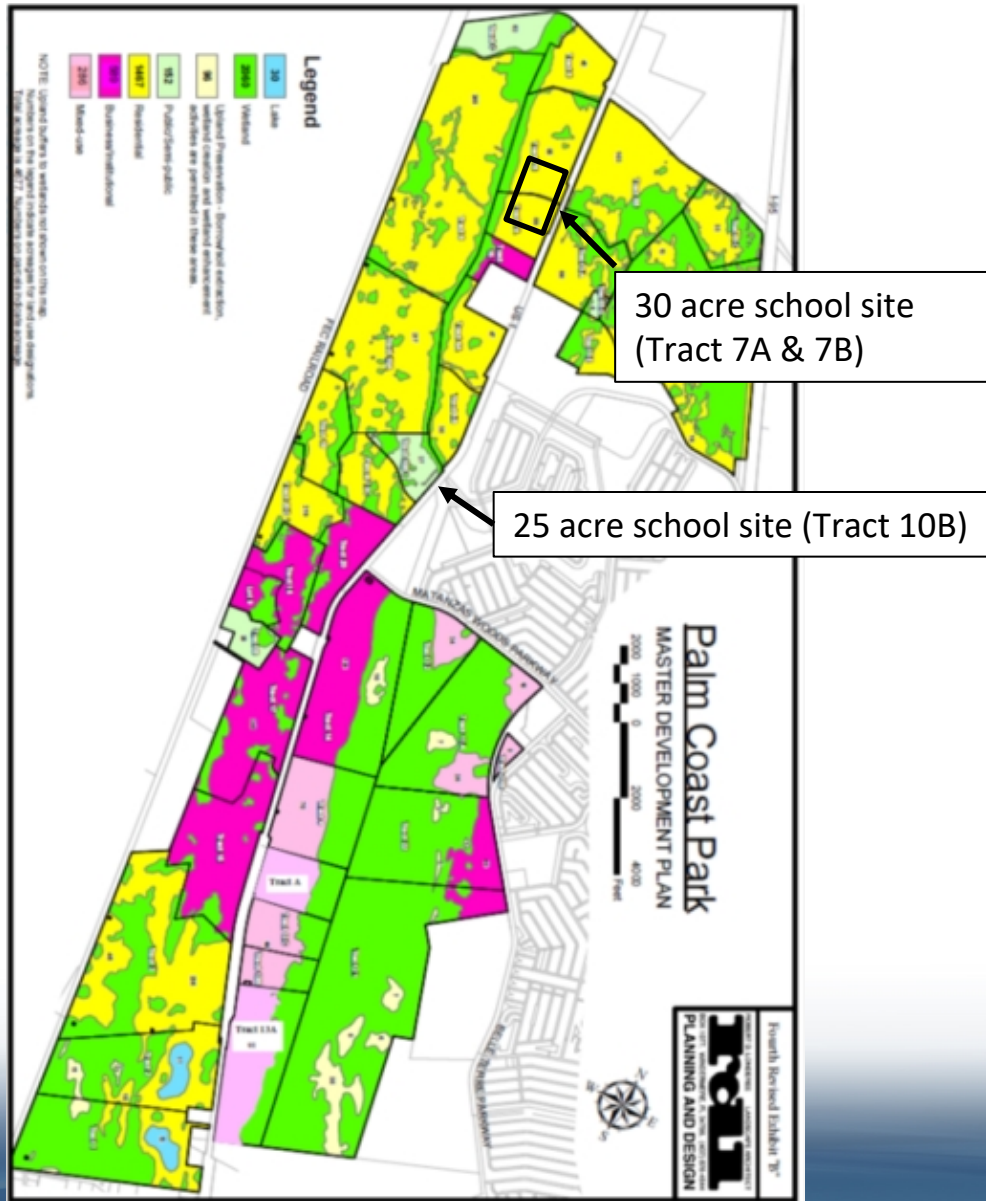
FLUM Designation – DRI-Mixed Use



Zoning Designation – Master Planned Development

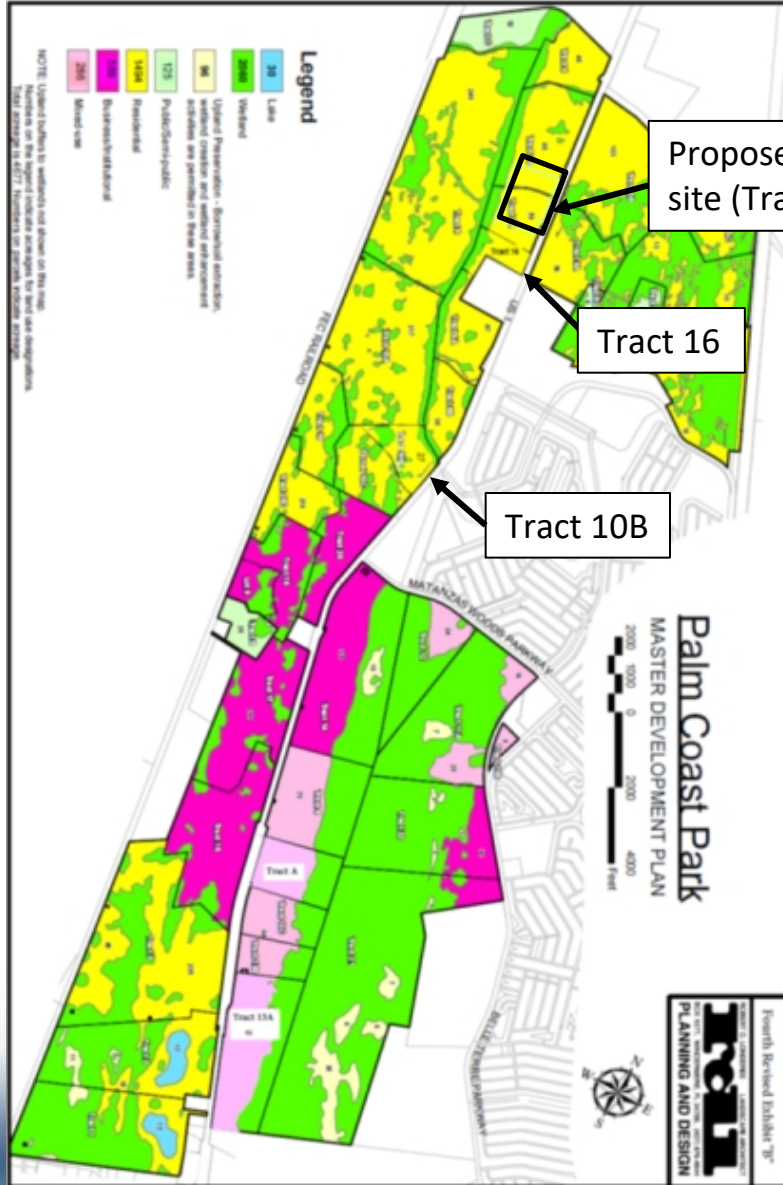


Palm Coast Park DRI – BACKGROUND



- DRI-DO condition for 25 acre school site
- Flagler County School District policy is 30 acres
- Approved Memorandum of Agreement between Palm Coast Florida Holdings, LLC and School District for parcel swap to accommodate larger school site

Palm Coast Park DRI – Proposed Amendment



- Tract 10B 25 acre school site to Residential
- Tract 16 from Business/Institutional to Residential
- No amendment necessary for tracts 7A & 7B DRI-DO allows Public Use on all Tracts

Palm Coast Park – DRI–DO Amendment

FINDINGS

- *Criteria-Change does not cause significant financial liability or hardship on City*
- *Criteria - Efficient Land Use Patterns & Location of non-residential uses*
- *Criteria - No threat to general health, safety, and welfare of community*
- *Criteria - Must comply with other local, state, or federal regulations*
- *Criteria – Compatibility with surrounding land uses*

Palm Coast Park DRI – DO Amendment

Staff recommends that the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council Approve Application #4086



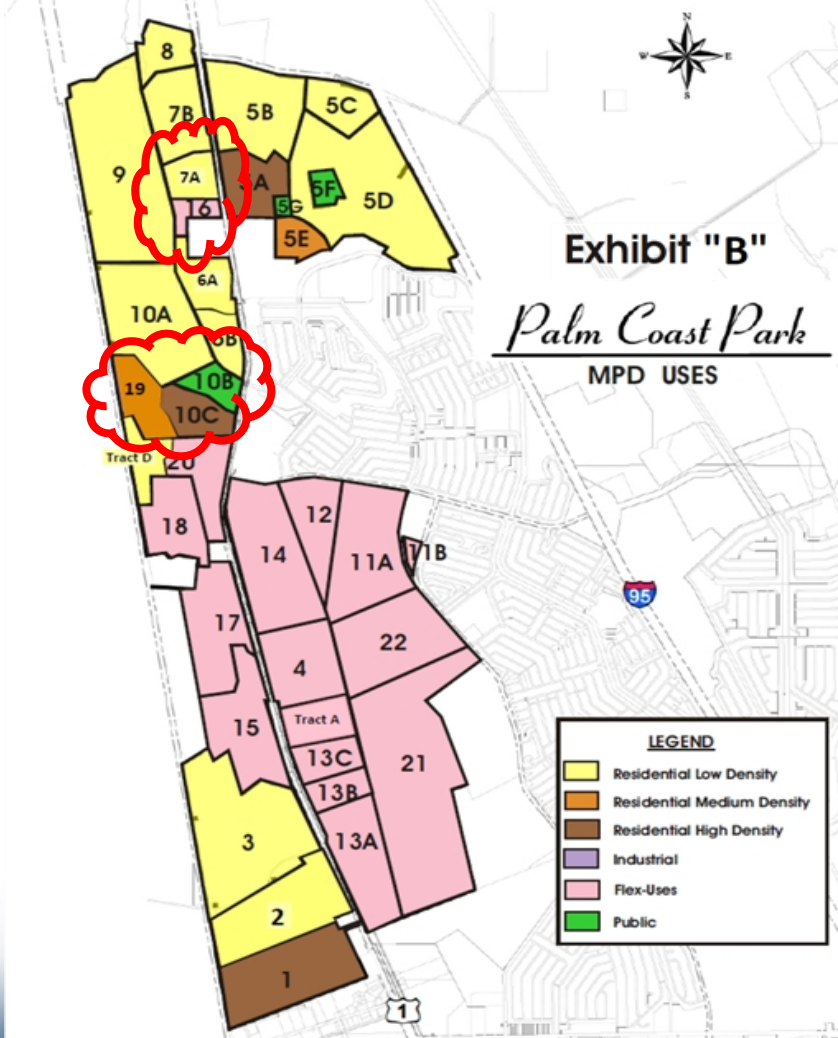
Questions?



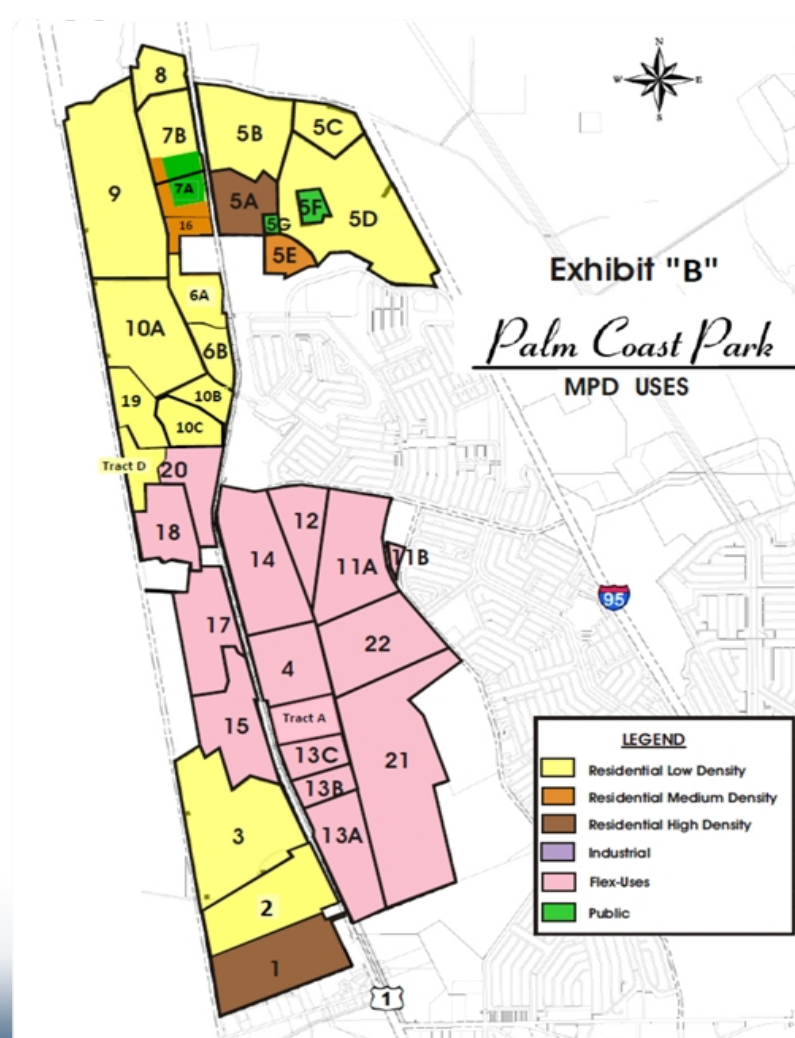
Amendment to MPD-Development Agreement

Palm Coast Park MPD – DA Amendment

Current MPD Map



Proposed MPD



Summary of Proposed Changes to MPD Map:

- 1) Change Tract 10B, 10C, and 19 from Public, Residential Low Density, Residential Medium Density, & Residential High Density use to Residential Low Density use
- 2) Change Tract 16 from Flex Uses to Residential – Medium Density use
- 3) Change Tract 7A from Residential-Low Density to Residential Medium Density use & Public use
- 4) Change 7B to include Public use & Residential-Medium Density use

Palm Coast Park – DRI–DO Amendment

FINDINGS

- *Criteria-Change does not cause significant financial liability or hardship on City*
- *Criteria - Efficient Land Use Patterns & Location of non-residential uses*
- *Criteria - No threat to general health, safety, and welfare of community*
- *Criteria - Must comply with other local, state, or federal regulations*
- *Criteria – Compatibility with surrounding land uses*

Palm Coast Park MPD – DA Amendment

Staff recommends that the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council Approve Application #4087

Palm Coast Park Amendments – Next Steps

DRI Amendment

- 1 City Council Public Hearing

MPD Amendment

- 2 City Council Public Hearings



Questions?