City of Palm Coast
Agenda

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

City Council Business Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, September 1, 2026	**6:00 PM**	**City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk

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NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. PROCLAMATIONS - 5:30 P.M.

1. PROCLAMATION - AUGUST 31, 2026, AS INTERNATIONAL OVERDOSE AWARENESS DAY

B. CALL TO ORDER THE CITY COUNCIL BUSINESS MEETING - 6 P.M.

C. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

D. ROLL CALL

E. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

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F. APPROVAL OF MINUTES

1. MINUTES OF THE CITY COUNCIL: AUGUST 4, 2026 BUSINESS MEETING, AUGUST 11, 2026 WORKSHOP MEETING, AUGUST 19, 2026 SPECIAL BUSINESS MEETING, AUGUST 25, 2026 BUDGET WORKSHOP MEETING

G. RESOLUTIONS

1. RESOLUTION 2026-XX FLAGLER LANDINGS TECHNICAL SITE PLAN - TIER 3, APPLICATION #6587

2. RESOLUTION 2026-XX APPROVING PROPORTIONATE SHARE AND IMPACT FEE CREDIT AGREEMENT WITH FLAGLER PINES PROPERTIES FOR IMPROVEMENTS TO SR-100

3. RESOLUTION 2026-XX APPROVING THE NUISANCE ABATEMENT FINAL ASSESSMENT

4. RESOLUTION 2026-XX APPROVING THE FISCAL YEAR 2026-27 NON-AD VALOREM ASSESSMENT ROLL FOR THE OLD KINGS ROAD SPECIAL ASSESSMENT DISTRICT TO BE TRANSMITTED TO THE FLAGLER COUNTY TAX COLLECTOR

H. CONSENT

1. RESOLUTION 2026-XX APPROVING PIGGYBACKING THE OMNIA PARTNERS CONTRACT WITH NEOGOV FOR THE PURCHASE OF THE LEARN AND PERFORM MODULES

2. RESOLUTION 2026-XX APPROVING THE GRANT AGREEMENT WITH FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR THE 2026 PALM COAST WATERWAY CLEANUP

I. ORDINANCES FIRST READING

1. ORDINANCE 2026-XX LAKEVIEW ESTATES COMPREHENSIVE PLAN AMENDMENT - APPLICATION #5576

2. ORDINANCE 2026-XX LAKEVIEW ESTATES MPD AMENDMENT - APPLICATION #5575

3. **ORDINANCE 2026-XX A FUTURE LAND USE MAP (FLUM) AMENDMENT FOR 331.1+/- ACRES TO INCREASE THE MAXIMUM NUMBER OF DWELLING UNITS FROM 416 TO 743 AND AMENDING THE RESIDENTIAL AND CONSERVATION AREAS IN THE SUBJECT AREA**

4. **ORDINANCE 2026-XX A ZONING MAP AMENDMENT FOR 331+/- ACRE AREA TO BE REFFERED TO AS SEMINOLE TRACE FROM SINGLE FAMILY RESIDENTIAL-1 (SFR-1) AND PRESERVATION (PRS) TO MASTER PLANNED DEVELOPMENT (MPD) WITH A DEVELOPMENT AGREEMENT**

J PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

K. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

L. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

M. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

1. **REPORTING OF EMERGENCY AND SOLE SOURCE FOR JULY 2026**

N. ADJOURNMENT

1. **AGENDA WORKSHEET AND CALENDAR**

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026 **Agenda Item:** A.1

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**
Subject: PROCLAMATION - AUGUST 31, 2026, AS INTERNATIONAL OVERDOSE AWARENESS DAY	
Presenter: **Mayor and City Council**	
Attachments: 1. Proclamation	
Background: The City of Palm Coast would like to proclaim August 31, 2026, as International Overdose Awareness Day.	
Recommended Action: **PROCLAIM AUGUST 31, 2026, AS INTERNATIONAL OVERDOSE AWARENESS DAY**	

PROCLAMATION

WHEREAS, International Overdose Awareness Day is observed annually on August 31 to remember those who have lost their lives to overdose, acknowledge the grief of families and loved ones left behind, and raise awareness that overdose deaths are preventable; and

WHEREAS, substance use disorders affect individuals and families from all walks of life and have a profound impact on the health, safety, and well-being of our community; and

WHEREAS, the City of Palm Coast recognizes the importance of education, prevention, treatment, recovery support, and reducing the stigma associated with substance use disorders; and

WHEREAS, local organizations, healthcare providers, first responders, recovery advocates, volunteers, and community partners work tirelessly to provide hope, support, and life-saving resources to individuals and families affected by addiction; and

WHEREAS, the Flagler County Drug Court, the Flagler County Drug Court Foundation, and other community organizations continue to promote awareness, recovery, and access to overdose prevention strategies, including education on the use of naloxone (Narcan) and other evidence-based interventions; and

WHEREAS, it is fitting that the residents of Palm Coast unite in compassion and commitment to honor those we have lost, support those in recovery, and encourage anyone struggling with addiction to seek help.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and the City Council of the City of Palm Coast, Florida, that August 31, 2026, be officially designated as:

INTERNATIONAL OVERDOSE AWARENESS DAY

and encourage all citizens to participate in activities that promote awareness, prevention, treatment, recovery, and remembrance, while supporting efforts to reduce the stigma surrounding addiction and save lives.

SIGNED this 1st day of September 2026.

Attest: CITY OF PALM COAST, FLORIDA

_____ _____

Kaley Cook, City Clerk Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026 **Agenda Item:** F.1

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**

Subject: MINUTES OF THE CITY COUNCIL: AUGUST 4, 2026 BUSINESS MEETING, AUGUST 11, 2026 WORKSHOP MEETING, AUGUST 19, 2026 SPECIAL BUSINESS MEETING, AUGUST 25, 2026 BUDGET WORKSHOP MEETING

Presenter:

Attachments:

1. Minutes (4)

Background:

Recommended Action:

APPROVE MINUTES OF THE CITY COUNCIL: AUGUST 4, 2026 BUSINESS MEETING, AUGUST 11, 2026 WORKSHOP MEETING, AUGUST 19, 2026 SPECIAL BUSINESS MEETING, AUGUST 25, 2026 BUDGET WORKSHOP MEETING

City of Palm Coast
Minutes

City Council Business Meeting

City Hall
160 Lake Avenue
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Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, August 4, 2026	**6:00 PM**	**City Hall - Jon Netts Community Wing**

City Staff
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A. CALL TO ORDER

Mayor Norris called the meeting to order at 6:02 p.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

City Clerk Kaley Cook called the roll. All members were present.

D. PUBLIC PARTICIPATION

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Mayor Norris shared the rules and procedure of public comment.

Chantal Preuninger wanted to speak on behalf of residents without a conflict of interest and discussed data centers and cell towers.

Terry Webb discussed putting yellow paint on roads that need it, his experience, and encouraged paint on the road.

Pat Castasio discussed code enforcement, did not support complaint-only code enforcement, believed Palm Coast is getting shabby, and wanted code enforcement to be able to drive around.

Jeani Duarte discussed regularly scheduled elections, appointments, Charter language, millage rates, City Manager salary and benefits, City Attorney contract increases, careful reading of ballots, and that the infrastructure cannot handle an annexation.

Wendy Chumarchi discussed the two years of discussion regarding the need for an animal shelter, shared recent articles related to animal neglect, enacting tougher laws and fines, and the status of discussion and planning between the City and County.

Glenn Davis discussed issues with the swale at his home, grading, recent rain and the water running in both directions, regulating money and spending, and hoped the City Council would help get it done.

Bruce Stone discussed the upcoming elections, hoped Council would make the right decisions, and encouraged residents to know who they are voting for.

Gary Kunnas shared who he does not believe should be on City Council, discussions between Council Member Sullivan and Council Member-elect Ray Stevens, campaign fund donations, infrastructure, and wanted Council to start doing things right.

James Derusso discussed swales, recent rain and more water retention on his property, cable landing station facility, cannot proceed with westward projects if we are having problems with infrastructure, being slow and methodical, repaving on Belle Terre, and road signage needed.

Darlene Shelley expressed sadness with what happened with Code Enforcement and Animal Control, recent comments from the Council, believed Council should look into the how and why that occurred, fiscal responsibility, adding to the erosion of law in Palm Coast, and believed that Palm Coast will no longer be the City we love.

Anna Gibson discussed the Flagler County Sheriff's Office, experiences with the Flagler Sheriff's Office today, rules and boundaries of AI data usage, hours spent trying to mitigate the issues, and her complaints regarding abuse of power.

Mayor Norris held discussion with Ms. Gibson on potential solutions.

Cathy Saris was concerned with what just happened in Animal Control, suggested a change to some of the job requirements and that Animal Control Officers should not breed dogs, wanted staff to be trained properly, hoped that people accepted jobs to help animals and not just accept a paycheck, and hoped for a municipal shelter.

John Bonaccorso discussed use of connector roads and wanted Council to look into the roads being used for quick access.

Mr. McGlothlin shared that Code Enforcement inspectors are still proactively working, a tentative meeting with the City and County, and addressed the Community Development Department restructuring.

Council Member Gambaro addressed misinformation regarding payment for property taxes and benefits received for a lifetime of military service.

Council Member Sullivan shared that he pays property taxes.

Mayor Norris replied to public comments to discuss Animal Control, Code enforcement, restructuring of the Community Development Department, potential revenue changes associated with the proposed ballot amendments, swale complaints, a ruling regarding an appointed Council Member, cell phone tower locations, and the Flagler County Sheriff's Office complaint.

Attorney Duffy replied to public comment to share that the contract increases are due to increased litigation.

E. APPROVAL OF MINUTES

1. MINUTES OF THE CITY COUNCIL: JULY 21, 2026, BUSINESS MEETING JULY 28, 2026, WORKSHOP MEETING

Motion made to approve by Council Member Gambaro and seconded by Council Member Sullivan. The Motion passed unanimously.

F. CONSENT

1. **RESOLUTION 2026-99 APPROVING AN AMENDMENT TO DOWNTOWN URBAN CORE IMPROVEMENT GRANT PROGRAM**

2. **RESOLUTION 2026-100 APPROVING A CONTRACT WITH PBM CONSTRUCTORS INC. FOR THE INSTALLATION OF KUBOTA MEMBRANES AT WASTEWATER TREATMENT FACILITY #2**

3. **RESOLUTION 2026-101 APPROVING A WORK ORDER WITH CPH CONSULTING, LLC TO PROVIDE ENGINEER OF RECORD SERVICES DURING CONSTRUCTION OF THE A1A SEWER FORCE MAIN EXTENSION PHASE II PROJECT**

4. **RESOLUTION 2026-102 APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR A RAW WATER SUPPLY PLAN**

5. **RESOLUTION 2026-103 APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR WATER QUALITY AND WTP #1 ASSESSMENT**

6. **RESOLUTION 2026-104 APPROVING PIGGYBACKING THE CITY OF JACKSONVILLE CONTRACT WITH MILLER ELECTRIC COMPANY FOR ELECTRICAL AND LOW VOLTAGE SERVICES FOR CITYWIDE USAGE**

7. **RESOLUTION 2026-105 APPROVING A PIGGYBACK CONTRACT WITH DEPARTMENT OF MANAGEMENT SERVICES, AN AGENCY OF THE STATE OF FLORIDA, WITH PERDUE INC., FOR THE PURCHASE AND INSTALLATION OF FURNITURE AND EQUIPMENT CITYWIDE ON AN AS-NEEDED BASIS**

Vice Mayor Pontieri highlighted that number 3 is being paid for through grant funding.

Motion made to approve the consent agenda by Council Member Gambaro and seconded by Vice Mayor Pontieri

Public comment:
There were none.

Approved – Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

G. ORDINANCES FIRST READING

1. **ORDINANCE 2026-XX APPROVING THE ANNEXATION OF LANDS OWNED BY RAYDIENT PALM COAST LLC OF APPROXIMATELY 440 ACRES OF PROPERTY**

Mayor Norris read the title into the record.

Phong Nguyen, Planning Manager, and Jose Papa, Senior Planner, presented items 1, 2, and 3 together. Topics presented included: Western Lands Annexations, Raydient Lands, total annexation sites, and staff recommendations.

Mike Hahaj, representing the landowner, introduced the subject matter experts in attendance and began presenting on all of the related ordinances on today's agenda.

Mayor Norris looked to only focus on the information related to annexations at this time.

City Council held discussion on the following topics: well site locations, number of wells on Raydient's properties on the Western side, location of the majority of City wells, FLUM and zoning designations under certain circumstances, conditions of the ordinance, most similar land use designation and rezoning between County and City, concern for moving forward with annexations without ensuring we have an acceptable MPD, and Old Brick Road designation and not wanting to affect the County's ability to create a linear park.

Vice Mayor Pontieri supported tabling the annexations.

Attorney Duffy provided the options available.

Vice Mayor Pontieri provided recommended language for the ordinance that it shall not become effective and shall fail if the DRI abandonment ordinance and MPD ordinance does not pass.

Mike Hahaj replied that the property owner is comfortable with that condition and happy to make those changes in advance of the second read.

Motion by Council Member Gambaro to approve the annexation of lands owned by Raydient Palm Coast LLC of approximately 440 acres of property and that if the Future Land Use Map (FLUM) amendment and/or the MPD do not pass, the property will not be annexed into the City. The motion was seconded by Council Member Sullivan.

Public Comment:
Jeani Duarte discussed the Planning Board Meeting denial of the item, wanted Council to deny the item, stated that the annexation would give the developer's rights to the infrastructure, discussed lack of ability for the infrastructure to handle additional capacity, and wanted City Council to vote no.

Rene and Linda Bruce highlighted the various places he and his wife have lived, experiences encountered over the years, people leaving the State and finding elsewhere to live, wanted to address section 5, and proposed language.

Ken Lenning discussed listening to, and representing, the residents, that residents did not support the project, statistics relating to foreclosure and lack of need for more homes, infrastructure problems, and asked Council and the Mayor to stand up for the residents.

Luke Robbins shared concerns of taking away the buffer for future development and wanted to know what protections will be in place for the Espanola community.

Glenn Davis heard a lot of unknowns, discussed wells, encouraged Council to not let a developer tell you how to make a motion and how to vote on it, Council not listening to the people, not annexing land that belongs to someone else, and that the language needs to be corrected in the Ordinance before a vote to approve.

Bruce Stone discussed Council taking an oath to serve their district, Council listening to developers, overcrowding and lack of infrastructure, and tell the developers to get out of our town.

Cathy Saris discussed how many times there has been a full audience and why they are here, thanked Vice Mayor Pontieri for bringing this up, laughable motion, and that the people are here to say no to the westward expansion.

Lee Russell shared thanks for listening to public comment, discussed new homes being built not following the code, reasons for zoning during the incorporation of the City, and did not think the public would win in this case.

Jimmy Hengy asked what the hurry is, discussed the DRI, the need for the master plan to address issues, take a break, sites already approved, and encouraged tabling all of the related items.

Darlene Shelley stated that the residents of Palm Coast are still paying the bill for taking over the utility years ago, infrastructure that would be needed and where the funds would come from, community survey results, two appointed Council Members making decisions, encouraged tabling the item, and incentivization of the wrong things.

John Bonaccorso asked how much water we have and not having enough water for the expansion.

John Kvederis shared concern for infrastructure expenses and pausing until elections are over.

Philip Hulett was in opposition to the motion that was made and recommended tabling the items until all questions could be answered.

Peter Johnson discussed water supply potential of adjacent lands, flooding, and water usage.

Cal Hathoway asked what entitlements the property has and what is being changed.

Preston Zepp shared that he talked to residents in Espanola and discussed the impacts to that area.

Gary Kunnas said that this is the exact reason Council Member Gambaro was appointed.

John Furlong said that this is all a show, wanted to know why Vice Mayor Pontieri did not make a motion to table, and wanted the item to be tabled.

Council Member Gambaro replied to public comments to share that he hears the concerns and is trying to balance the concerns of residents with economic development.

Council Member Sullivan discussed ownership, the difference between governance and ownership, benefits to the City, taxable value of the land, and budget considerations.

Council Member Miller highlighted that the point of the motion is to get to the items that were asked about.

Vice Mayor Pontieri discussed procedure, the item that went to PLDRB, and trying to diversify the tax base.

An audience member wanted to raise a point of order. Discussion was held on policies and procedures.

Passed

Approved – 3 - Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan

Denied – 2- Vice Mayor Theresa Pontieri, Mayor Michael Norris

2. ORDINANCE 2026-XX APPROVING THE ANNEXATION OF LANDS OWNED BY RAYDIENT PALM COAST LLC OF APPROXIMATELY 6,601 ACRES OF PROPERTY

Mayor Norris read the title into the record.

Vice Mayor Pontieri highlighted that the same wording discussed in the previous item exists here.

Motion by Council Member Gambaro to approve the annexation of lands owned by Raydient Palm Coast LLC of approximately 6,601 acres of property that if the Future Land Use Map (FLUM) amendment and/or the MPD do not pass, the property will not be annexed into the City. The motion was seconded by Council Member Miller.

Public comment:
Glenn Davis discussed infrastructure and where the water is going, money that can be made, listen to citizens, developer does not tell you how to make a motion or vote and that the item should have been tabled.

Mr. Hahaj, on behalf of the landowner, agreed to the conditional language in advance of the second reading.

A resident (no name provided) stated that the 'build it and they will come' mentality is wrong.

Darlene Shelley asked which item the Council is on and shared concerns.

Passed

Approved – 3 - Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan

Denied – 2- Vice Mayor Theresa Pontieri, Mayor Michael Norris

3. ORDINANCE 2026-XX APPROVING THE ANNEXATION OF LANDS OWNED BY THE CITY OF PALM COAST OF APPROXIMATELY 1.90 ACRES OF PROPERTY

Mayor Norris read the title into record.

City Council held discussion on the item and motion.

Motion by Council Member Gambaro to approve the annexation of lands owned by Raydient Palm Coast LLC of approximately 1.90 acres of property that if the Future Land Use Map (FLUM) amendment and/or the MPD do not pass, the property will not be annexed into the City. The motion was seconded by Council Member Miller.

Public Comment:
There were none

Passed

Approved – 3 - Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan

Denied – 2- Vice Mayor Theresa Pontieri, Mayor Michael Norris

4. ORDINANCE 2026-XX, A FUTURE LAND USE MAP (FLUM) AMENDMENT TO CHANGE 20,144+/- ACRES FROM CITY OF PALM COAST DESIGNATIONS: DRI-MU (NEOGA LAKES & OLD BRICK TOWNSHIP), CONSERVATION, AND MIXED USE, AND FLAGLER COUNTY DESIGNATIONS: AGRICULTURE & TIMBERLANDS, CONSERVATION, AND RESIDENTIAL LOW DENSITY/RURAL ESTATE TO MASTER PLANNED MIXED USE

Mayor Norris read the title into the record and called for any ex parte communications or conflicts of interest.

Attorney Duffy swore in individuals testifying on the item.

Mayor Norris asked if we have received a letter of agreement between the developer and the City allowing the Palm Coast Historical Society access.

Mr. Hahaj replied that he believed the agreement was still in progress.

Mayor Norris passed the gavel to Vice Mayor Pontieri.

Mayor Norris motioned to table the entire matter until there is a letter of agreement. The motion was seconded by Council Member Sullivan.

Vice Mayor Pontieri asked for Mr. Zepp's opinion on the matter.

Mayor Norris did not think we should move forward until an agreement is made.

Mr. Hahaj discussed cultural resources, that they will work with all entities to examine the lands, and that the letter of agreement is not a matter for the FLUM amendment and comp plan.

Public comment:
Peter Johnson, President of the Palm Coast Historical Society, shared that they have not received any communication and wanted to know who completed the survey process.

Jeremy Davis stated that this is sad to watch because everyone already knows the outcome.

Preston Zepp discussed the survey and the information being outdated.

City Council held discussion on wanting to see the data that has been prepared, highlighting changes, outlining concerns with the MPD and DRI, and a desire to discuss the items this evening.

Failed

Denied – 3- Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller

Approved – 2 - Council Member David Sullivan, Mayor Michael Norris

Mr. Papa presented the topic to Council.

City Council held lengthy discussion on the following topics: current entitlements, procedure for the item, greenway designation, timing of the mitigation agreements coming to City Council, concern for potential mitigation options, how the developer has addressed the issue in other places, comprehensive mitigation agreement covering the entire property before a technical site plan, concerns that have been addressed by the applicant, MPD request and desire to abandon the DRIs, preserving Old Brick Road, and phases of incoming industrial development.

Mr. Papa, Mr. Nguyen, Attorney Duffy, Mr. Hahaj, Ray Spofford, England Thims & Miller, and Staci Rewis, Land Use Attorney, replied to the comments and questions of City Council.

Mr. Hahaj presented the topic to City Council.

City Council held lengthy discussion with Mr. Hahaj on the following topics: who from the City approached Raydient and when, October 2022 comprehensive plan and how that came about, how much City capital will be spent in the next 3 years, creating a special taxing district, millage rate for Wildlight, FL, and a request for 3 homestead property trim notices from Wildlight, FL, at the next reading.

Motion by Vice Mayor Pontieri to extend the meeting until 11:30 p.m. and seconded by Council Member Gambaro.

Passed

Approved – 4 - Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan

Denied – 1- Mayor Michael Norris

Mr. Spofford continued the presentation on the topic.

City Council continued lengthy discussion on the topic: the need to move quickly on the letter of agreement as discussed, procedure for the various acceptances and abandonments, LDC consideration and concerns, neighborhood meetings, and public meetings.

Council Member Gambaro recommended giving the applicant the opportunity to address the comments and requests of the Council and to bring the item back at a special business meeting on August 25, 2026. The requested items included: The letter of agreement for the historical society, greenway overlay transition zone, comprehensive mitigation agreements must be in place before approval of any technical site plan, workforce housing, support for preserving Old Brick Road as a linear park, adding teeth to the phases, request from Mayor Norris for millage information on homestead exempted properties for the stewardship district, public hearings and neighborhood meetings, and narrowing items that are exempted from the LDC.

Motion by Council Member Gambaro to table the item to a special business meeting on August 25, 2026. The motion was seconded by Council Member Miller.

Public comment:
Jeremy Davis encouraged using common sense, could not understand the loop road argument, asked how a loop road attracts businesses, considerations for selecting Palm Coast, what transportation problems are solved, loss of historic resources, and asked if the loop road being built is for Palm Coast or to open more land for development.

Lauren Johnston, on behalf of the Flagler County School District, asked that the City, school district, and landowner work together on a comprehensive school mitigation agreement, that supports both responsible growth and long-term needs for the community, and reiterated the requests from the school district.

Chris Wilson, on behalf of the Flagler County School Board, highlighted that the School District is a separate entity, the requirements to provide free schools to every single student in Flagler County, that the School District would like to be treated like the historical preservation group, and that they would like to have a substantive conversation and agreement with the City and the applicant.

Peter Johnson agreed with tabling the item and discussed the neighborhood sections in Palm Coast.

Discussion was held on prior motions and procedure.

Darlene Shelley discussed the LDC sections, Palm Coast costs for roads, residents not supporting westward expansion, that residents want infrastructure, wanted to know who requested this to move forward, and resident rights to a safe, healthy, and affordable place to live.

Mayor Norris replied to share funds already paid.

Mayor Norris shared a news article from 2009 and quoted former Mayor Jon Netts.

Passed

Approved – 5 - Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Vice Mayor Theresa Pontieri, Mayor Michael Norris

Motion by Vice Mayor Pontieri to extend the meeting until 12:00 a.m. and seconded by Council Member Gambaro.

Passed

Approved – 4 - Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan

Denied – 1- Mayor Michael Norris

5. ORDINANCE 2026-XX A ZONING MAP AMENDMENT TO CHANGE 20,144+/- ACRES ZONING MAP AMENDMENT FROM THE CURRENT DESIGNATIONS OF PALM COAST MASTER PLANNED DEVELOPMENT, HIGH INTENSITY COMMERCIAL, AND PRESERVATION AND FLAGLER COUNTY DESIGNATIONS OF AGRICULTURE, AND RURAL MOBILE HOME TO CITY OF PALM COAST DESIGNATION OF MASTER PLANNED DEVELOPMENT ALONG WITH THE DEVELOPMENT AGREEMENT

Mayor Norris read the title into the record.

Mr. Papa presented the topic to Council.

City Council held discussion on the following topics: conservation land, future mitigation agreements that are not defined, language change to conditional upon approved mitigation agreements, remove data center permissible use, appropriate threshold for serious economic benefits for non-residential, reasoning for single family in the greenway overlay, request to specify the provided details, specifying lots or sizes for farm animals in villages, solid waste transfer stations in the employment center, maximum density language and agreement for units per acre on dwelling units, increased specificity, and total number of houses.

Mr. Spofford was available for questions.

Motion by Council Member Gambaro to table the item to a special business meeting on August 25, 2026. The motion was seconded by Council Member Miller.

Public Comment:
Sarah Spektor, Assistant County Attorney for Flagler County, highlighted concerns for Old Brick Road, would like language to be included in the MPD, County Road responsibility and lack of a say in the agreement, hoped that the County would have a chance to participate in the MPD for impacts to the roadway system, and that the regional project will have widespread impacts.

Chris Wilson, Flagler County School Board Attorney, supported tabling, and looked for support for the applicant to work with the school district on a substantive mitigation agreement.

Ms. Rewis shared that the applicant team have heard the requests and will review and discuss with staff before the next meeting.

Preston Zepp said that there is only one chance to do this right.

Vice Mayor Pontieri looked for consensus to include a requirement that the School Board and County be included in discussions. City Council provided unanimous consensus.

Passed

Approved – 5 - Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

H. RESOLUTIONS

1. RESOLUTION 2026-106 APPROVING A CONTRACT WITH AMERICAN CIVIL CONSTRUCTION, INC. AND A PROJECT CONTINGENCY FOR THE CONSTRUCTION OF THE A1A FORCEMAIN EXTENSION PHASE II PROJECT

Mayor Norris read the title into the record.

Brian Roche, Utility Director, provided a brief overview of the item.

Council Member Miller asked about the source of funds.

Mr. Roche highlighted that it is grant funds.

Motion by Council Member Miller to approve a contract with American Civil Construction, Inc., and a project contingency for the construction of the A1A forcemain extension phase II project. The motion was seconded by Council Member Sullivan.

Public Comment:
There were none.

Passed

Approved – 5 - Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

I PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

Peter Johnson thanked Mr. Zobler.

J. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Mayor Norris asked how many houses the County has in queue that the City will have to provide water for.

Council Member Miller asked if the Mayor is looking for remaining entitlements for the City's service area.

Mayor Norris discussed traffic issues at Imagine School.

Mr. McGlothlin stated that he, and a member of the Sheriff's Office, will be going to a meeting at the school.

Council Member Miller discussed the traffic issues with cars waiting in front of schools.

Vice Mayor Pontieri sought to correct a partial misstatement from the prior meeting regarding Town Center Blvd. repaving.

K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

There were none.

L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

There were none.

M. ADJOURNMENT

The meeting was adjourned at 11:59 p.m.

Respectfully submitted by: Kaley Cook, CMC, FCRM City Clerk

City of Palm Coast Minutes

City Council Workshop Meeting

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, August 11, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
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NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. CALL TO ORDER

Mayor Norris called the meeting to order at 9:04 a.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

Deputy City Clerk Alison Palmer called the roll. All members were present.

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes.
And pursuant to the City Council's Meeting Policies and Procedures:

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(4) Public speakers may address their comments to the Council as a whole, the Mayor, or to an individual Council Member
(5) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
(a) make their comments concise and to the point;
(b) not speak more than once on the same subject;
(c) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
(d) obey the orders of the Mayor or the City Council; and
(e) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
(6) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting

Mayor Norris provided the rules and procedures of public participation.

Public participation opened at 9:04 a.m.

Liz Esposito advocated for a concrete skate park, asked for a phase 1 starter park, and discussed the disc golf course.

Jeani Duarte discussed the August 4 Business Meeting, the City Charter, and campaign sign placement.

Lisa Sweeters advocated for a concrete skate park and discussed the disc golf course.

Public participation closed at 9:10 a.m.

Mr. McGlothlin and Council responded to comments regarding the disc golf course and a skate park.

Mayor Norris responded to comments regarding campaign signs and asked the City Manager for a response.

Mr. McGlothlin provided a response and Council held discussion on campaign sign placement.

Council asked Mr. McGlothlin to have the City issue educational messaging, for the City Attorney to work with the Supervisor of Election's office on communicating the regulations to the candidates, and for Code Enforcement to continue following City Ordinance.

E. PRESENTATIONS

1. PRESENTATION - ALL CAPITAL AND FLEET BUDGETS

Mayor Norris read the title into the record.

Helena Alves, Director of Financial Services, Carl Cote, Director of Stormwater and Engineering, Brian Roche, Director of Utility, and Matt Mancill, Director of Public Works presented the item to Council.

Topics presented included: Capital Fund Restricted Revenues, Capital Projects Fund Revenues and Expenditures, Streets Improvement Fund Restricted Revenues, Streets Improvement Fund, Roadway Conditions, Pavement Management, 5-Year PCI Projection, Impact Fees Fund, Transportation Impact Fee Fund, Town Center Transportation Impact Fee Fund, Recreation Impact Fee Fund, Fire Impact Fee Fund, SR 100 Community Redevelopment Agency Fund, Old Kings Road Special Assessment Fund, Stormwater Management Fund 5-Year Plan, Water Wastewater Utility Capital, 5-Year Projected Source of Funds and Use of Funds, Capital Projects List, Fleet Management Fund, and next steps.

Ms. Alves, Mr. Cote, Chief Kyle Berryhill, Mr. Roche, and Mr. Mancill provided a response to Council questions.

Public comment:
Tony Amaral discussed road conditions, CIAC fees, and impact fee districts.

Council recessed at 12:30 p.m.
Council reconvened at 1:00 p.m.

2. PRESENTATION - PROPOSED AMENDMENTS TO THE LAND DEVELOPMENT CODE

Council provided consensus to move this item to the September 8, 2026, Workshop meeting.

3. ORDINANCE 2026-XX HISTORICAL PRESERVATION

Council provided consensus to move this to Item 2.

Mayor Norris read the title into the record.

Marcus Duffy, City Attorney, presented the item to Council.

Topics presented included: the terms of the ordinance and next steps.

Mr. Duffy provided a response to Council questions.

Council provided direction to change the board from 7 members/2 alternates to 5 members/2 alternates.

Public comment:

Tony Amaral asked about historical review requirements and costs, rebuilds, and Fire House 22.

Preston Zepp responded to Mr. Amaral's questions about Fire Station 22, and discussed Sawmill Estates, the National Register of Historic places, and sites in Palm Coast that might be eligible for the National Register.

Council and Mr. Duffy continued discussion of the topic and next steps.

F. PUBLIC COMMENTS
Remainder of Public Comments is limited to three (3) minutes each.

There were none.

G. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Council Member Sullivan discussed the schedule and topics of the Council meetings on August 25.

Council Member Miller left the meeting at 1:31.

Vice Mayor Pontieri discussed election day, advised residents to drive safely, and discussed getting a great voter turnout.

Mayor Norris thanked IT for purchasing Starlink.

Vice Mayor discussed the award received for the City's mobile app.

H. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Mr. Duffy called for a shade meeting to discuss the Palm Coast Holdings case, a shade meeting to discuss the HBA case, and asked for consensus to pursue an appeal of the HBA decision. Council provided consensus.

Mr. Duffy also discussed a tentative Special Business Meeting on August 19.

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

There were none.

J. ADJOURNMENT

The meeting was adjourned at 1:35 p.m.

Respectfully submitted by: Alison Palmer
Deputy City Clerk

City of Palm Coast Minutes

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

City Council Special Business Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Wednesday, August 19, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk

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NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. CALL TO ORDER

Mayor Norris called the meeting to order at 9:00 a.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

City Clerk Kaley Cook called the roll. All members were present.

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

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Jeani Duarte discussed the primary election results, Charter language, appointed Council Members, and unlawful votes.

Bruce Stone discussed lawn care, increased mosquitoes, and candidate campaign contributions.

Mr. McGlothlin highlighted that City Council has a follow-up regarding the seating of Mr. Stevens.

Vice Mayor Pontieri replied to public comment to share the definitions and Charter language regarding elections and when the District 3 seat swearing in will occur.

Mayor Norris replied to public comment that regularly scheduled elections are defined in the City's Charter.

E. RESOLUTIONS

1. RESOLUTION 2026-107 SETTLEMENT AGREEMENT WITH PALM COAST HOLDINGS

Mayor Norris read the title into the record and asked for communications to be disclosed.

Council Member Miller and Vice Mayor Pontieri disclosed conversations with Mr. Chiumento.

Council Member Gambaro and Council Member Sullivan did not have conversations to disclose regarding this litigation.

Attorney Duffy provided an overview of the item.

City Council held discussion on the following topics: potential of a third party to do the title and transfer, key points of the agreement, map, financial concerns, cost benefit, results of going to court and potential loss of litigation, control of the land, and land value and resale value.

Motion by Council Member Gambaro and seconded by Council Member Sullivan to approve the settlement agreement with Palm Coast Holdings.

Public Comment:
Jeani Duarte encouraged tabling the item and spoke about the conversations related to the litigation.

Vice Mayor Pontieri replied to public comment that mediation discussions are confidential.

Passed

Approved – 4 - Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

Denied – 1- Vice Mayor Theresa Pontieri

F PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

Jeani Duarte discussed regular elections and Charter language, difference in a regularly scheduled election, and wanted the two appointed Council Members to be removed.

G. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

There were none.

H. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

There were none.

I. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

There were none.

J. ADJOURNMENT

The meeting was adjourned at 9:27 a.m.

Respectfully submitted by: Kaley Cook, CMC, FCRM City Clerk

City of Palm Coast Minutes

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

City Council Budget Workshop

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, August 25, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk

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A. CALL TO ORDER

Mayor Norris called the meeting to order at 9:00 a.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

Deputy City Clerk Alison Palmer called the roll. All members were present.

D. PUBLIC PARTICIPATION

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Mayor Norris provided the rules and procedures of public participation.

Public participation opened at 9:02 a.m.

Liz Esposito advocated for a concrete skate park, discussed community support for a park, and the budget.

Forrest Allmans advocated for a concrete skate park and asked Council to please keep it in the budget.

Jeani Duarte discussed Council vacancies, appointments, and the proposed amendments to the City Charter.

Mark Stancil discussed Ray Stevens' election and advised Council to do the honorable thing.

Gary Kunnas discussed the prior Council meeting, and a trespass warning he received.

Tony Amaral discussed the prior Council meeting, the lawsuit settlement, discussed his concerns, and asked about policies and procedures.

Oscar Chelico discussed Palm Coast incorporating Espanola, and that the people in the west want to be left alone.

Public participation closed at 9:16 a.m.

Council Member Miller responded to comments on Espanola.

Vice Mayor Pontieri responded to comments on the Allete lawsuit.

E. PRESENTATIONS

1. PRESENTATION - FINAL PROPOSED BUDGET FOR ALL APPROPRIATED FUNDS

Mayor Norris read the title into the record.

Gwen Ragsdale, Budget & Procurement Manager, Raelene Bowman, Accountant II, and Helena Alves, Director of Financial Services, presented the item to Council.

Topics presented included: Overview of Fiscal Year 2026 Revised Budget and Fiscal Year 2027 Budget, General Fund, TRIM (Truth in Millage), Proprietary Funds, Internal Service Funds, Capital Funds, All Remaining Funds, and next steps.

Ms. Ragsdale, Ms. Bowman, Ms. Alves, Carl Cote, Director of Stormwater and Engineering, and Matt Mancill, Director of Public Works, provided a response to Council questions.

Council provided consensus to reduce the City Manager's contingency fund by $200,000.00; to accept staff recommendations for the streets improvement fund; for staff to research and provide costs for an Olympic-size pool, and for Mr. McGlothlin to talk with the school board about the YMCA.

Council gave consensus for staff to issue an RFP for cost of credit/line of credit up to 15 million, and present options at the September 9, 2026, Budget Hearing.

Mark Strobridge, Chief of Staff for the Flagler County Sheriff's Office, addressed Council on the Sheriff's Office budget.

Public comment:
Mark Stancil asked if the Code Enforcement department is being reformed.

Jeani Duarte discussed details of the budget presentation.

Marilyn Mack discussed the budget presentation, misappropriation of funds, and contracts.

Gary Kunnas discussed canal dredging, fees, and asked where the money is going.

Meghan Rizzo discussed the Parks & Recreation budget and athletic field capacity.

Carl Cote responded to Council questions regarding the saltwater canals.

F. PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

Naftali DeJesus discussed the commercial hauling ordinance and self-hauling, and the City's

permitting process.

Marilyn Mack asked that the City go out to bid on the trash pickup contract to reduce costs for residents, and discussed CPI.

Jeani Duarte discussed Ray Stevens and Council seats.

Mr. McGlothlin responded to public comment on code enforcement rebranding, permitting, and fleet purchases.

Council Member Sullivan commented that he would be here next week.

G. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Vice Mayor Pontieri asked for consensus to hire a third party to perform due diligence for the settlement agreement. Council gave consensus. Mayor Norris also asked for a record of the remaining entitlements.

H. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

There were none.

I. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

There were none.

J. ADJOURNMENT

The meeting was adjourned at 11:50 a.m.

Respectfully submitted by: Alison Palmer
Deputy City Clerk

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026 **Agenda Item:** G.1

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX FLAGLER LANDINGS TECHNICAL SITE PLAN - TIER 3, APPLICATION #6587

Presenter: **Michael Hanson, A.I.C.P, Senior Planner**

Attachments:

1. Presentation
2. Resolution
3. Development Order
4. Staff Report
5. Map Series
6. Application, Owner's Authorization, Corporate Identity, Applicant's Analysis
7. Boundary Survey and Title Opinion
8. Site Plan
9. Architectural Elevations and Renderings
10. Landscape and Irrigation Plans
11. Transportation Impact Analysis (without appendices)
12. Environmental Assessment
13. Water Usage, Water and Sanitary Sewer Plans
14. FDOT Email Correspondence
15. Flagler Landings TSP 6587 - 5th Comment Letter

Background:

Post PLDRB Note: Since the PLDRB heard the item at their June 17, 2026, meeting, the applicant has made two resubmissions which have slightly modified the applicant's project. The modifications to the Site Plan (civil engineering sheet C003.1, attached) increase the size of the large-box retailer (anchor tenant) from ±185,492 square feet to ±186,276 square feet. Additionally, the revised application removed the ±55,172 square feet size of future retail tenant and the ±1,618-square-foot fuel station. Based on discussions with the applicant, the fuel station will be coming in under a separate application in the near future, and the future retail tenant on the southwest of the site will be coming in separately as well, along with the future outparcels adjacent to SR-100. The current application's approval is now only for the anchor tenant at ±186,276 square feet with a shared infrastructure and parking for the overall site. Additionally, they have revised their Transportation Impact Analysis, to reflect comments and requirements by the Florida Department of Transportation and ongoing discussions with City of Palm Coast Traffic Engineering and Planning Staff. The

project will still require the applicant to finish tree mitigation payment into the City's tree fund prior to land clearing activities during the site development permit following technical site plan approval.

Background: The applicant team has submitted a Technical Site Plan (TSP) Tier 3 application to develop the ±38.81-acre property with a ±186,276-square-foot big box anchor tenant with planned outparcels for future development. During conversations with the applicant and property owner, they have elected to keep the overall parcel in its current configuration and elect not to proceed with a non-residential controlling master site plan or subdivision of the property. Additionally, the developer plans future development of outparcels adjacent to SR-100, and the associated infrastructure to support the project.

The City Council annexed the property into the City at the request of the applicant on November 4, 2025, during a public hearing. At the same public hearing, they also assigned the property a city Future Land Use Map (FLUM) designation of Mixed Use, and a city zoning district of General Commercial (COM-2). The applicant submitted their TSP application on February 17, 2026, through the City's online application portal. The project has been reviewed by staff through five submittals, and since then, the project has been modified by the applicant multiple times during the process with two of the submissions coming after the PLDRB's public hearing. Ultimately due to the timing requirements of the anchor tenant and developer working on coordinating with of the potential tenants for the other outparcels, the applicant has reduced the application in scale to finish the application process for the anchor tenant noting that the other outparcels will be approved separately in the future.

Conditions For Approval: All remaining staff comments for Flagler Landing's Technical Site Plan – Application No. 6587 are resolved to staff's satisfaction prior to issuing a Site Development Permit for the project.

Public Participation: Neighborhood meetings are not required for Technical Site Plan applications. Additionally, Technical Site Plan applications, including Tiers 2 and 3, do not require newspaper notification or the posting of the orange signs along the project's frontage. No one from the public spoke at the Planning and Land Development Regulation Board meeting on June 17, 2026.

This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:

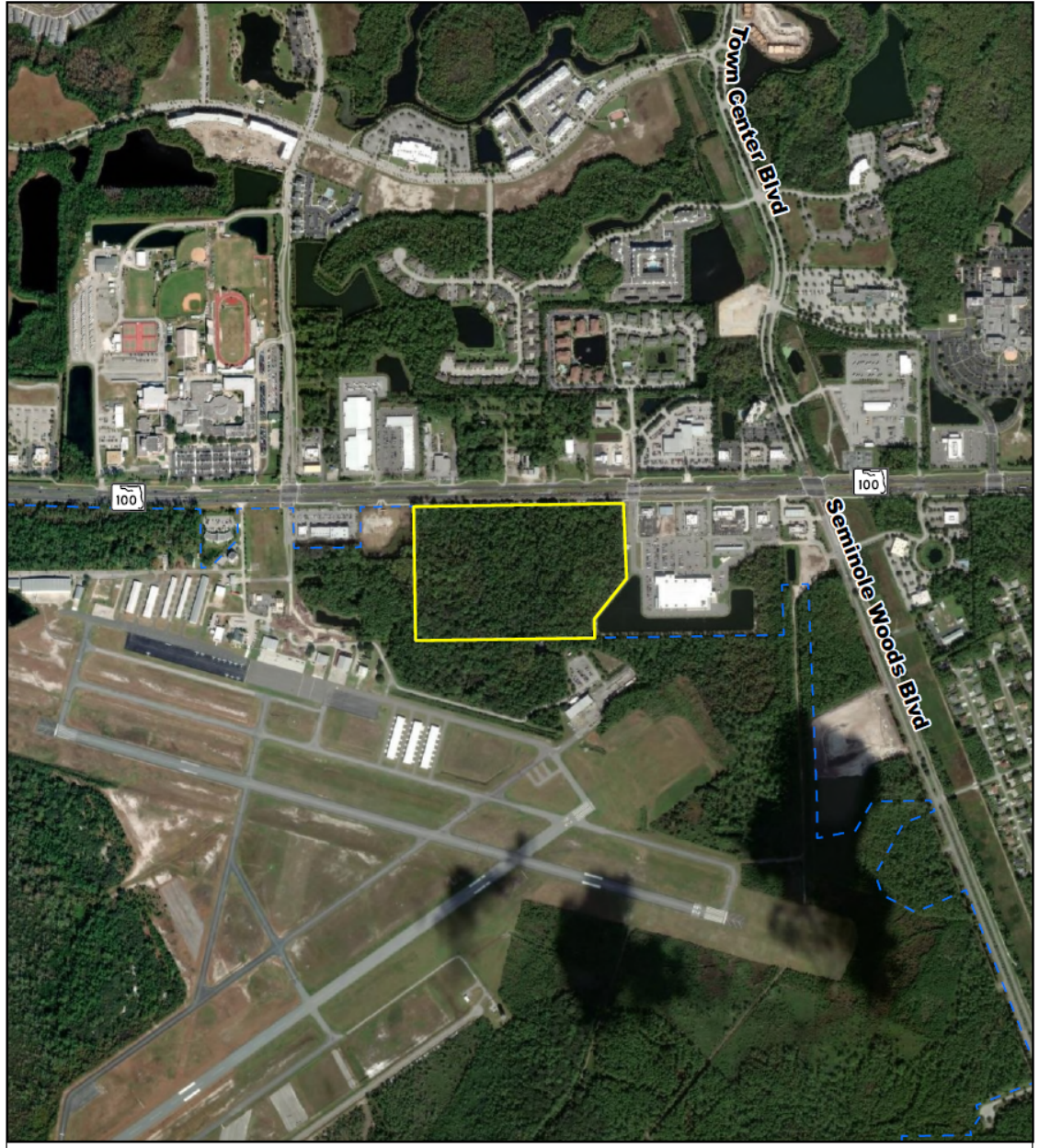
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD (PLDRB) RECOMMENDS THAT THE CITY COUNCIL FIND THE PROJECT IN COMPLIANCE WITH THE UNIFIED LAND DEVELOPMENT CODE (LDC), AND THE COMPREHENSIVE PLAN; AND RECOMMENDS APPROVAL WITH CONDITIONS TO THE CITY COUNCIL FOR THE TECHNICAL SITE PLAN – TIER 3 FOR FLAGLER LANDINGS, APPLICATION NO. 6587.

FLAGER LANDINGS
TECHNICAL SITE PLAN - TIER 3

City Council Meeting
September 1, 2026

Distant Aerial

- Southside of State Road 100 approximately half a mile west of its intersection with Seminole Woods Boulevard
- Owned by: Flagler Pines Properties LLC
- Parcel ID: 08-12-31-0650-000B0-0070



Distant Aerial

Palm Coast City Limits

Subject Property

0 1,000 Feet

Map Provided by the Planning Division

Date: 6/2/2026

Close Up Aerial

Palm Coast City Limits

Subject Property

0 400 Feet

Map Provided by the Planning Division

Date: 6/2/2026

Request

The applicant team has submitted a Technical Site Plan (TSP) Tier 3 application to develop the ±38.81-acre property with a ±186,276-square-foot large-box retailer and the associated infrastructure to support the project.

Additionally, the developer plans future development of outparcels on the site.

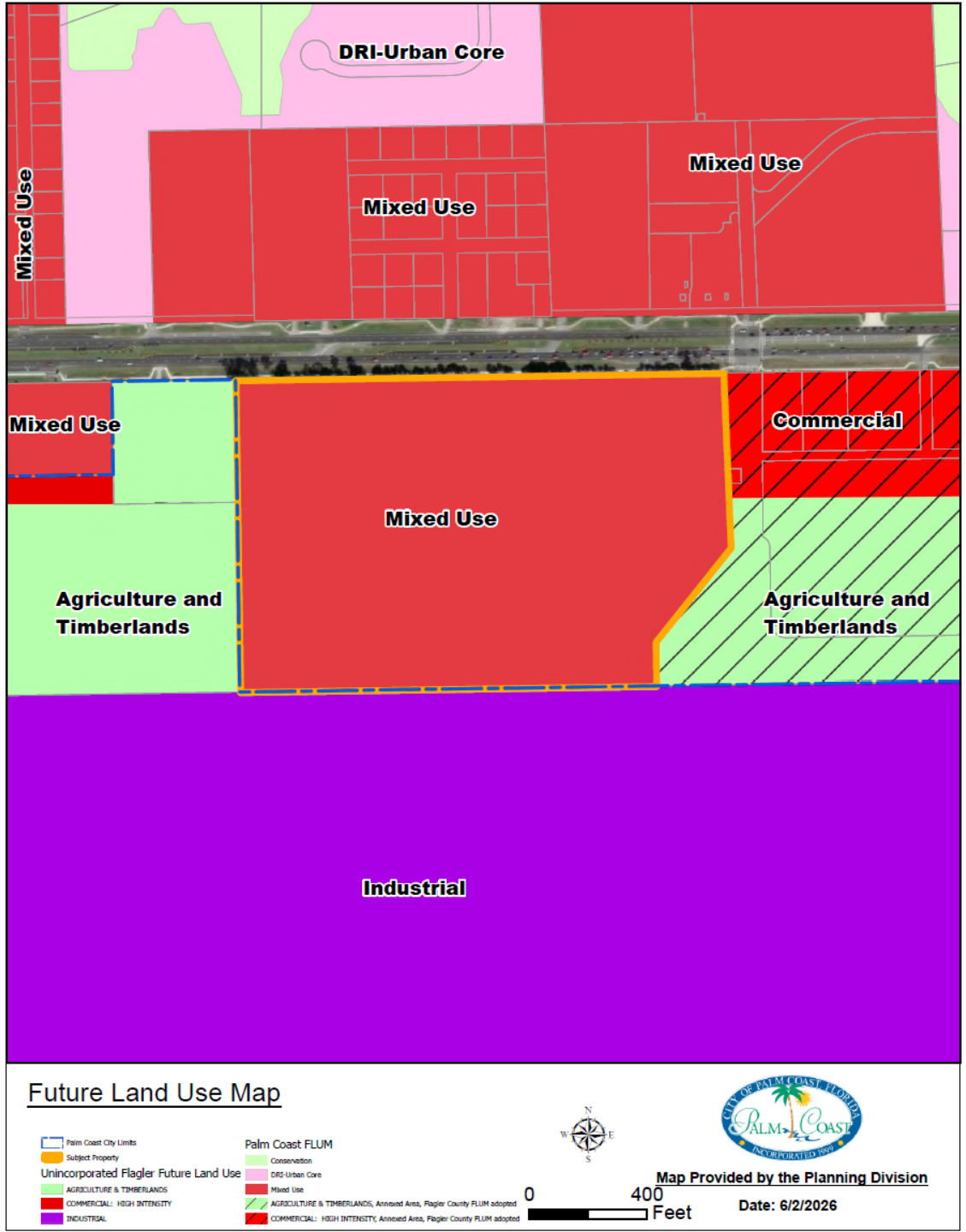
Background

The City Council annexed the property into the City at the request of the applicant on November 4, 2025 during a public hearing. At the same public hearing, they also assigned the property a city Future Land Use Map (FLUM) designation of Mixed Use, and a city zoning district of General Commercial (COM-2).

The applicant submitted their TSP application on February 17, 2026, through the City's online application portal.

FLUM

The subject site is designated Mixed Use on the Future Land Use Map.

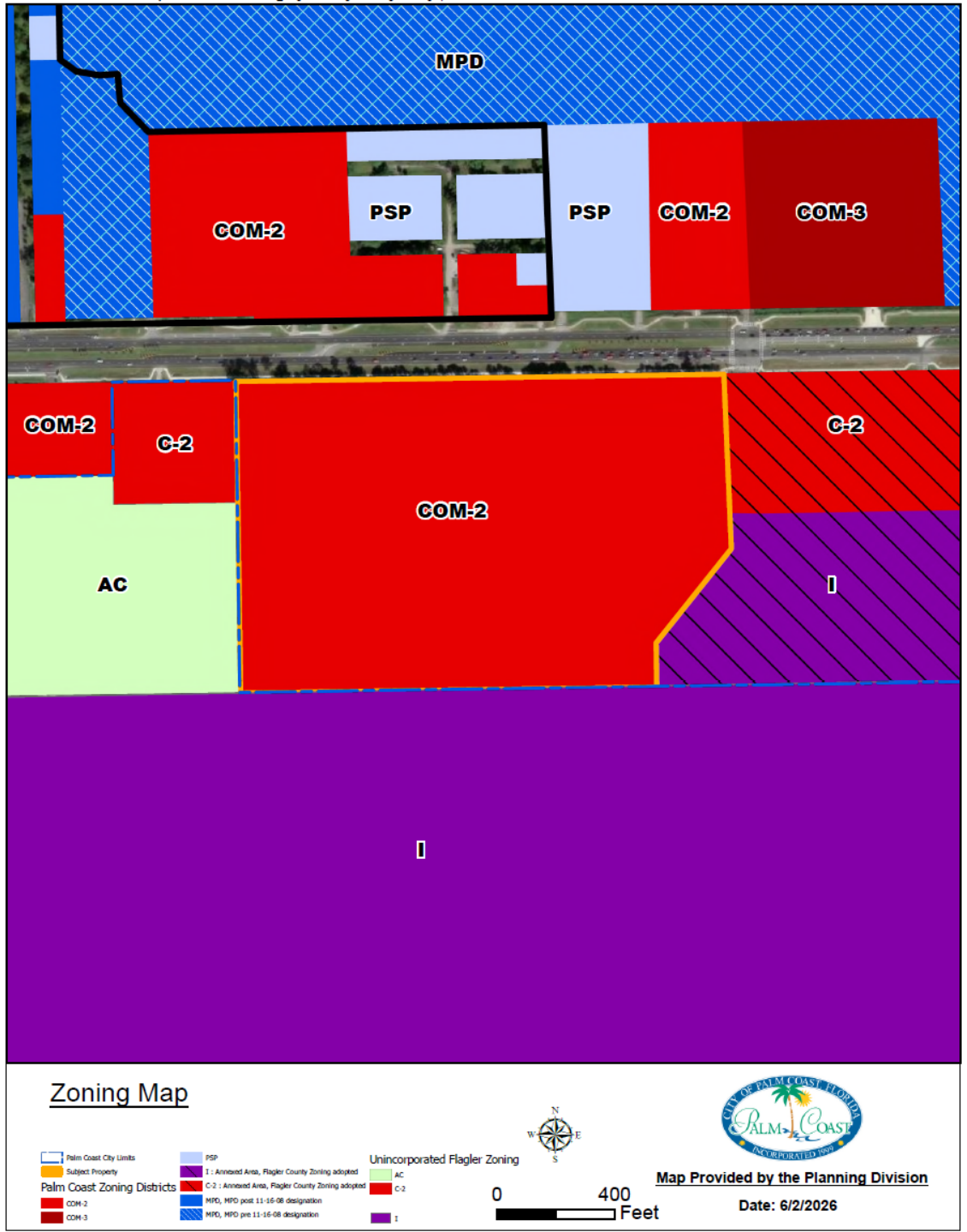


SURROUNDING ZONING AND FLUM CATEGORIES

Direction	FLUM Category	Zoning District
North	Mixed Use	COM-2, Public/Semi-Public (PSP)
East	County: Commercial High-Intensity, County: Industrial	County: General Commercial and Shopping Center (C-2), Industrial (I)
South	County: Industrial	County: I
West	Mixed Use, County: Agriculture and Timberlands, County: Industrial	COM-2, County: C-2, Agricultural (AC)

Zoning Map

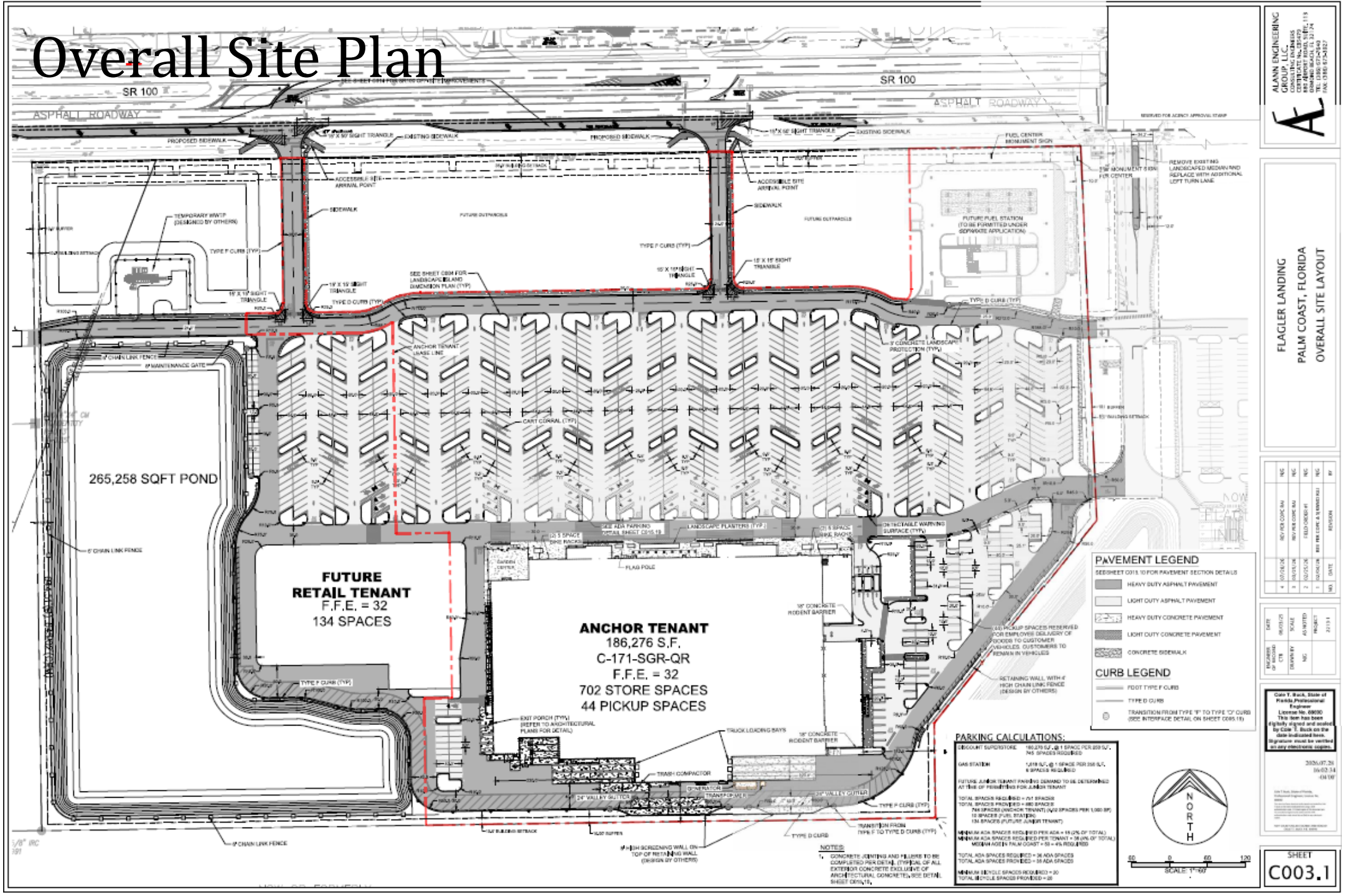
The subject site is zoned as COM-2 on the Official Zoning map. The proposed use is allowed within the COM-2 zoning district.



SURROUNDING ZONING AND FLUM CATEGORIES

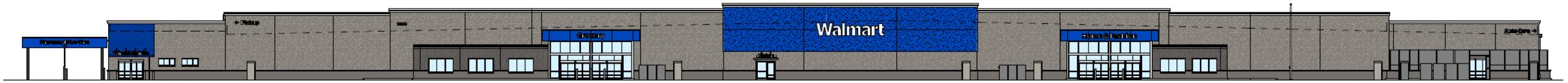
Direction	FLUM Category	Zoning District
North	Mixed Use	COM-2, Public/Semi-Public (PSP)
East	County: Commercial High-Intensity, County: Industrial	County: General Commercial and Shopping Center (C-2), Industrial (I)
South	County: Industrial	County: I
West	Mixed Use, County: Agriculture and Timberlands, County: Industrial	COM-2, County: C-2, Agricultural (AC)

Overall Site Plan

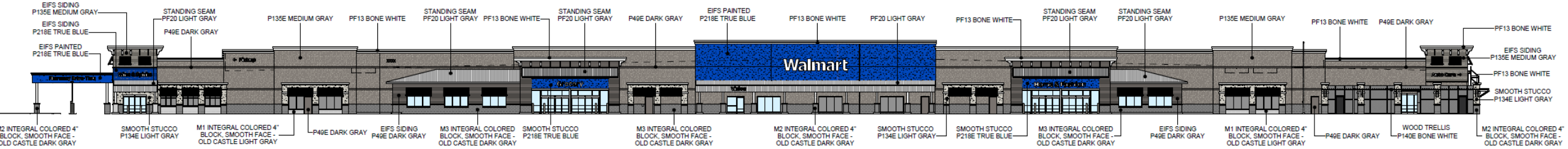


PALM COAST

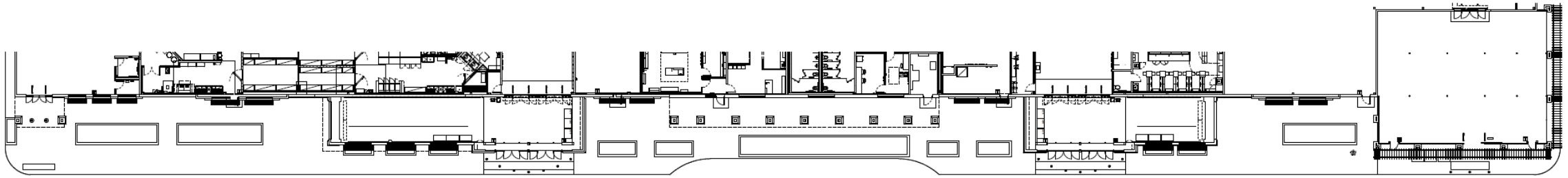
Architectural Elevations



3 **FRONT ELEVATION 01/27/26**
1/4" = 1'-0"



2 **FRONT ELEVATION 03/26/26**
1" = 20'-0"

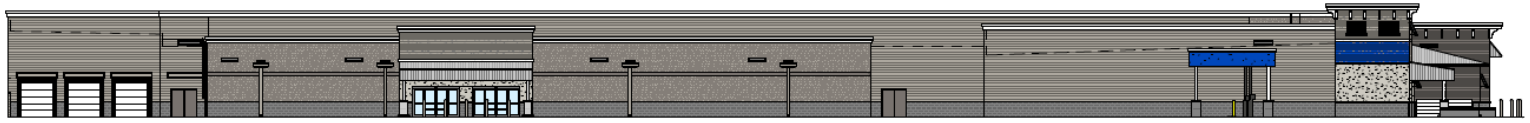


1 **FLOOR PLAN**
1" = 20'-0"

EIFS CORNICE PAINTED P140E BONE WHITE SW7004 "SNOWBOUND" LRV 82	SMOOTH STUCCO PAINTED P134E LIGHT GRAY SW7015 "REPOSE GRAY" LRV 58	SMOOTH STUCCO AND EIFS SIDING PAINTED P135E MEDIUM GRAY SW7017 "DORIAN GRAY" LRV 29	EIFS SIDING PAINTED P49E DARK GRAY SW7019 "GAUNTLET GRAY" LRV 17	EIFS SIDING AND SMOOTH EIFS PAINTED P218E TRUE BLUE PANTONE 2728C	M1 INTEGRALLY COLORED CMU 4" BLOCK SMOOTH FACE OLD CASTLE LIGHT GRAY #4107	M2 INTEGRALLY COLORED CMU 4" BLOCK SMOOTH FACE OLD CASTLE DARK GRAY #4106	M3 INTEGRALLY COLORED CMU BLOCK SMOOTH FACE OLD CASTLE DARK GRAY #4106	PF-13 BONE WHITE PRE-FINISHED METAL REYNOBOND	PF-20 PRE-FINISHED STAND METAL P134 LI

PALM COAST

Architectural Elevations

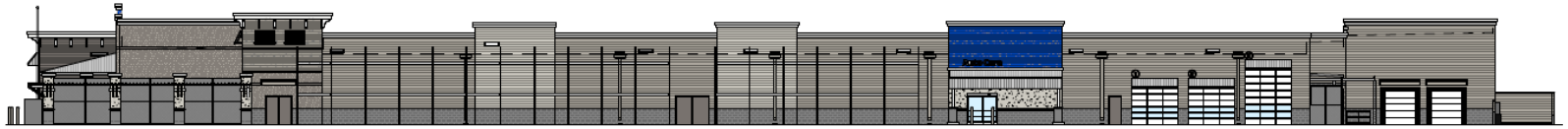


6 **SIDE ELEVATION**
1" = 20'-0"

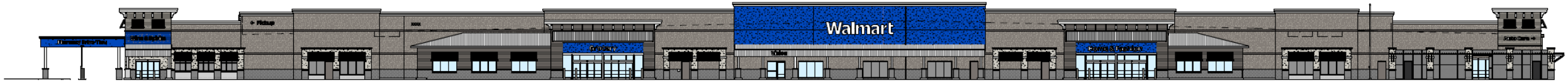
5 **REAR ELEVATION**
1" = 20'-0"

GR VESTIBULE SIDE ELEVATION
4 1/16" = 1'-0"

GM VESTIBULE SIDE ELEVATION
3 1/16" = 1'-0"



2 **SIDE ELEVATION**
1" = 20'-0"



1 **FRONT ELEVATION**
1" = 20'-0"

EIFS CORNICE PAINTED P140E BONE WHITE SW7004 "SNOWBOUND" LRV 83

SMOOTH STUCCO PAINTED P134E LIGHT GRAY SW7015 "REPOSE GRAY" LRV 58

SMOOTH STUCCO AND EIFS SIDING PAINTED P135E MEDIUM GRAY SW7017 "DORIAN GRAY" LRV 39

EIFS SIDING PAINTED P49E DARK GRAY SW7019 "GAUNTLET GRAY" LRV 17

EIFS SIDING AND SMOOTH EIFS PAINTED P218E TRUE BLUE PANTONE 2728C

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M2 INTEGRALLY COLORED CMU 4" BLOCK SMOOTH FACE OLD CASTLE DARK GRAY #4106

M3 INTEGRALLY COLORED CMU BLOCK SMOOTH FACE OLD CASTLE DARK GRAY #4106

PF-13 BONE WHITE PRE-FINISHED METAL REYNOBOND

PF-2(FINIS STAN META P134

PALM COAST

Architectural Elevations

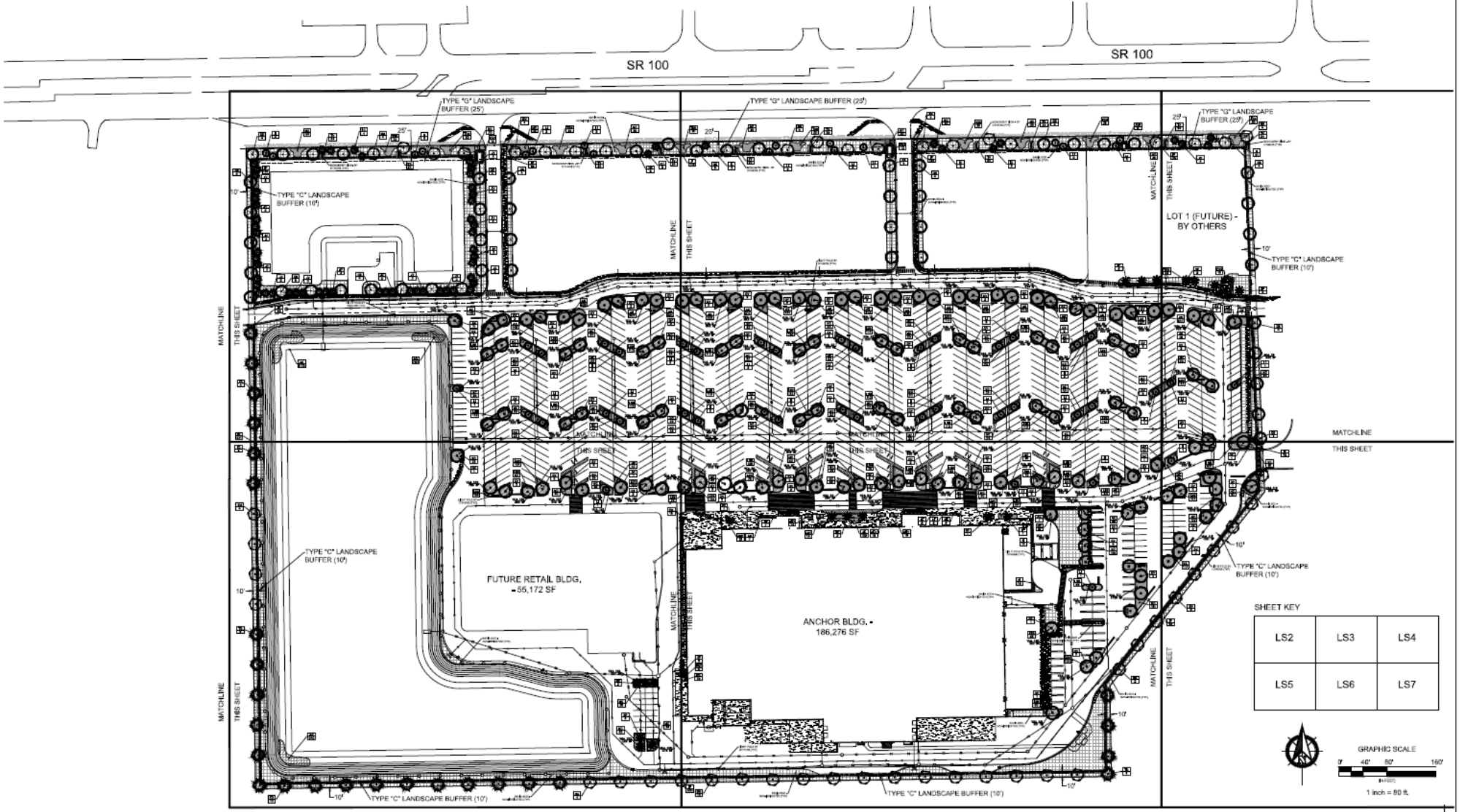
PALM COAST

Architectural Elevations

Overall Landscape Plan

LANDSCAPE NOTE
- Landscape Contractor shall refer to most recent version of the Walmart Landscape Design Guideline recommendations on soil amendments, mulch, sod, irrigation and landscape plant material specifications.
- Requirements of the City of Palm Coast Land Development Code shall take precedence unless specifically waived by the City.
- Plants in VUA islands should be planted no closer than 18" behind the back of curb. The unplanted area between the back of curb and the plant should be mulched.

For City Use



Date: 7-8-2026
Scale: 1" = 30'
Drawn: MB
Checked By: MB
Revisions:

Michael Beebe
Florida LA# 0000927

OVERALL LANDSCAPE PLAN

BEEBE & ASSOCIATES, INC.
Golf Course Design, Renovation, Landscape Architecture & Consulting
250 Palm Coast Parkway NE, Suite #607, Pt#8128, Palm Coast, Florida 32137-8225
Phone: (386) 931-1202 Fax: (386) 446-8305 Email: michael@beebeassociates.com

FLAGLER LANDING
Flagler Venture, LLC
PALM COAST, FLAGLER COUNTY, FLORIDA

BEEBE & ASSOCIATES, INC.

LS1
Sheet 1

PALM COAST

Site Development Requirements

Criteria	Required	Provided
Minimum Development Site Area	20,000 sq. ft.	**±1,690,564 sq. ft.**
Maximum Impervious Surface Ratio	0.70	**±0.70**
Maximum Floor Area Ratio	0.40	**±0.14**
Maximum Building Height	100 feet	**±31 feet**
Minimum Building Setbacks	SR-100: 25 feet Interior/Rear: 10 feet	**±621 feet[2]** **±62.4 feet**
Minimum Parking[1]: 1:250 SF	941 spaces including 19 accessible spaces	**890 spaces including** **36 accessible spaces**

Five Review Criteria from Sec. 2.05.05 of LDC

A. *The proposed development must not be in conflict with or contrary to the public interest.*
B. *The proposed development must be consistent with the provisions of the Land Development Code and the Comprehensive Plan.*
C. *The proposed development must not impose a significant financial liability or hardship for the City.*
D. *The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants.*
E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

Summary of Findings

Staff finds that the proposed development complies with the requirements of the Land Development Code and Comprehensive Plan subject to meeting the following conditions for approval. It further meets the review criteria for technical site plans found under LDC Sec. 2.05.05.

PALM COAST

Conditions For Approval

All remaining staff comments for Flagler Landing's Technical Site Plan – Application No. 6587 are resolved to staff's satisfaction prior to issuing a Site Development Permit for the project.

Staff Comments 5th Submittal

Reviewing Department Comments

PLLA - PLANNING LANDSCAPE ARCH (386) 986-3760
Comments:
Held By: DENNIS R. LEAP, P.E. - (386)986-2482 - DLEAP@PALMCOASTGOV.COM

INFORMATIONAL COMMENT
Tree Mitigation Calculations have been reviewed and approved.
The result is that applicant shall pay into tree fund dollar amounts for:

782 Shade Trees at 2.5" Caliper; at ($625)
81 Shade Trees 3.0" Caliper;l at ($825)

The costs per tree were obtained from local landscape contractor who does a great deal of work in Palm Coast.

Payable to COPC Tree Fund

Hold will remain until this is agreed upon and paid.

PLTR - PLANNING TRANSPORTATION/CONCURRENCY
Comments:
Held By: PHONG NGUYEN - (386)986-3779 - PNGUYEN@PALMCOASTGOV.COM
AR 6587 Flagler Landings TSP Tier 3

1) Upon meeting FDOT requirements for improvements to McCormick/SR 100 intersection and half traffic signal at the western entrance to SR 100, then no further issues.

2) Upon satisfying the proportional share and payment as provided, no further comments.

3) Please include the above 2 comments as condition of Development Order approval.

Planning and Land Development Regulation Board

The PLDRB heard the item at their June 17, 2026 meeting. They voted unanimously to recommend approval of the application subject to meeting the Conditions for Approval, that all staff's remaining comments are resolved prior to issuing a Site Development Permit. No one spoke from the public regarding the application.

Recommendation

The Planning and Land Development Regulation Board (PLDRB) recommends that the City Council find the project in compliance with the Unified Land Development Code (LDC), and the Comprehensive Plan; and recommends approval with conditions to the City Council for the Technical Site Plan – Tier 3 for Flagler Landings, Application No. 6587.

The applicant is in attendance
and has prepared a presentation.

RESOLUTION 2026-____
FLAGLER LANDINGS TECHNICAL SITE PLAN - TIER 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING APPLICATION #6587 FLAGLER LANDINGS TECHNICAL SITE PLAN - TIER 3; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 10, 2026, Application No. 6587, (hereinafter "the application") was submitted by Atlee Group, LLC and Alann Engineering Group, LLC to the City of Palm Coast Community Development Department for approval of a Technical Site Plan - Tier 3 for a large-box retailer on ±38.81 acres of land generally located on the southside of State Road 100 approximately half a mile west of its intersection with Seminole Woods Boulevard on behalf of the property owner; and

WHEREAS, the City staff has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

WHEREAS, the Planning and Land Development Regulation Board held a public hearing on the application at a meeting on June 17, 2026, and determined it was in compliance with the Comprehensive Plan, the Land Development Code, and recommended approval with conditions to the City Council by a 5 - 0 vote; and

WHEREAS, the conditions for approval are that the project shall resolve remaining staff review comments prior to issuance of a Site Development Permit; and

WHEREAS, the City of Palm Coast desires to approve Application Number 6587 – Flagler Landings Technical Site Plan – Tier 3.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL APPLICATION/FINDINGS.

(a). The City Council hereby approves the application for Flagler Landings Technical Site Plan - Tier 3 for a large-box retailer with ±186,276 square feet of commercial development on ±38.81 acres of land generally located on the southside of State Road 100 approximately half a mile west of its intersection with Seminole Woods Boulevard on behalf of the property owner, and hereby authorizes the Mayor of the City of Palm Coast to execute the Development Order.

(b). The development approval sought under and pursuant to the application is consistent with the City of Palm Coast Comprehensive Plan and development of the property will be subject to and consistent with and in compliance with applicable land development regulations and all other applicable regulations and ordinances as set forth in the *Code of Ordinances of the City of Palm Coast*.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of September 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Flagler Landings Technical Site Plan Tier 3

Prepared By:
Community Development Department
City of Palm Coast
160 Lake Avenue, Suite 135
Palm Coast, FL 32164

Reserved for Recording Information:

Return To:
City Clerk
City of Palm Coast
160 Lake Avenue, Suite 225
Palm Coast, FL 32164

CITY OF PALM COAST

TECHNICAL SITE PLAN TIER 3

DEVELOPMENT ORDER APPROVAL

FLAGLER LANDING

On September 1, 2026, the City of Palm Coast issued this Development Order relating to and touching and concerning the following described property:

A PARCEL OF LAND IN GOVERNMENT SECTION 3, TOWNSHIP 12 SOUTH RANGE; 51 EAST BEING A PORTION OF PARCEL 412; RECORDED IN OFFICIAL RECORDS BOOK 501, PG 1989-2025 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

(The afore described property description has been provided to the City of Palm Coast by the owner of the afore described property.)

FINDINGS OF FACT

Property Owner: **FLAGLER PINES PROPERTIES LLC**
4 LAMBERT COVE
FLAGLER BEACH, FL 32136

Project Name: **FLAGLER LANDING**
Project No.: **2026020008**
Application Type: **TECHNICAL SITE PLAN TIER 3**
Application No. **6587**

Requested Development Approval: **Site Plan Approval for Commercial/Retail Center**

(in accordance with stamped approved plans)

Zoning Classification: COM-2
FLUM: Mixed Use
Parcel #'s: 08-12-31-0650-000B0-0070
Address #: 5821 STATE HWY 100 E
Parcel Acreage: ±38.81 acres
Site S.F.: 1,690,564

SITE DEVELOPMENT DATA

Building Use: Commercial/Retail Center
Bldg Height: Anchor Tenant-31'
Total Bldg Square Footage: 186,276
Number of Bldgs: 1
Parking Provided: Standard Spaces: 890 ; Accessible Spaces: 36
Bicycle Parking Spaces: 20
Impervious Surface Ratio (ISR): 70%
Floor Area Ratio (FAR): 0.14
Pervious/Open Space: 30%

CONCLUSIONS OF LAW

The Development Approval sought is consistent with the *City of Palm Coast Comprehensive Plan* and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

The Owners have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the afore described property.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The afore mentioned application for Development Approval is **GRANTED**.

(2) All development of the property shall fully comply with all of the codes and ordinances in effect in the City of Palm Coast at the time of issuance of a development order and/or development permit, including but not limited to, all impact fee ordinances.

(3) Issuance of a Development Permit or Development Order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(4) The conditions upon this development approval and the commitment made as to this development approval, which have been accepted by and agreed to by the Owner of the property is as follows:

Conditions For Approval: All remaining staff comments for Flagler Landing's Technical Site Plan – Application No. 6587 are resolved to staff's satisfaction prior to issuing a Site Development Permit for the project.

PLLA - PLANNING LANDSCAPE ARCH (386) 986-3760

Comments:

1. Tree Mitigation Calculations have been reviewed and approved.
The result is that applicant shall pay into tree fund dollar amounts for:

782 Shade Trees at 2.5" Caliper; at ($625)
81 Shade Trees 3.0" Caliper;l at ($825)

2. The costs per tree were obtained from local landscape contractor who does a great deal of work in Palm Coast.Chedck must be payable to COPC Tree Fund.
3. Check must be sent to the attention of Damaris Ramirez for processing.
4. Hold will remain until this is agreed upon and paid.

PLTR - PLANNING TRANSPORTATION/CONCURRENCY

1) Upon meeting FDOT requirements for improvements to McCormick/SR 100 intersection and half traffic signal at the western entrance to SR 100, then no further issues.
2) Upon satisfying the proportional share and payment as provided, no further comments.

(5) This Development Order touches and concerns the afore described property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or in part by action of the City of Palm Coast by virtue of a document of equal dignity herewith. The Owners have expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(6) The terms and provisions of this Order are not severable and in the event any portion of this Development Order shall be found to be invalid or illegal then the entire Development Order shall be null and void.

(7) The Development Order shall remain valid for a period of twelve (12) months from the date of issuance. If construction has not commenced or is not continuing in good faith to conclusion during this valid period, this Development Order will expire. The Development Order may be extended, upon request, during the period of three (3) months before the expiration of the valid period. Staff may approve an extension not to exceed twelve (12) months. A maximum of three (3) extensions may be granted.

(8) No construction of any TYPE shall commence until a mandatory pre-construction meeting has been conducted with City Staff.

(9) Utility fees and applicable agreements shall be executed prior to issuance of a Site Development permit.

(10) All required federal, state, county, and/or local permits shall be acquired prior to construction.

(11) All projects located in Special Flood Hazard Area "A" or "AE" zone(s) shall meet Chapter 10.02, Unified Land Development Code and Chapter 15, Code of Ordinances regarding Flood Damage Protection regulations. These building(s) and associated utilities will require elevation certificates at all three stages (construction drawing, building under construction and final construction) at building permit.

(12) This Development Order satisfies the concurrency requirements for transportation, parks & recreation and fire. This Development Order is limited to the land uses and associated development as listed below:

Description: Commercial Retail; Unit Amount SF: **186,276**

Concurrency shall remain valid with the life of this Development Order.

Done and Ordered on the date first written above.

As approved and authorized for execution by the City Council of the City of Palm Coast, at their regularly scheduled meeting of September 1, 2026.

Attest: **City of Palm Coast, Florida**

_____ _____

Kaley Cook, CMC, FCRM, City Clerk Michael Norris, Mayor

_____Sign and Record

Development Order Affidavit

OWNER'S CONSENT AND COVENANT:

Project Name: FLAGLER LANDING
Application Type: TECHNICAL SITE PLAN TIER 3
Application No.: 6587

COMES NOW, FLAGLER PINES PROPERTIES LLC, the Owner on behalf of itself and its successors, assigns and transferees of any nature, whatsoever, and consents to and agrees with the covenants to perform and fully abide by the provisions, terms, and conditions, and commitments set forth in this Development Order. Affiant states that he/she accepts the findings, as outlined in this Development Order, and further states that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing the said Development Order for FLAGLER LANDING:

FLAGLER PINES PROPERTIES LLC
4 LAMBERT COVE
FLAGLER BEACH, FL 32136

_____

Authorized Signer

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of _ physical presence or _ online notarization, this _____ day of _____, 2026, by _____ of FLAGLER PINES PROPERTIES LLC who is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2026.

_____

Notary Public

COMMUNITY DEVELOPMENT DEPARTMENT
TECHNICAL SITE PLAN - TIER 3
STAFF REPORT FOR SEPTEMBER 1, 2026
CITY COUNCIL

OVERVIEW

Project Name:	Flagler Landings
Application Number:	AR # 6587
Property Owner:	Flagler Pines Properties LLC
Applicant:	Ken Atlee, Atlee Group LLC and Kimberly Buck, Alann Engineering Group LLC
Size of subject property:	±38.81 acres
Location:	Southside of State Road 100 approximately half a mile west of its intersection with Seminole Woods Boulevard
Address:	5821 State Hwy 100 E Palm Coast, Florida 32164
Current FLUM designation:	Mixed Use
Current Zoning designation:	General Commercial (COM-2)
Current Use:	Vacant
Parcel ID #:	08-12-31-0650-000B0-0070

REQUESTED ACTION

The Planning and Land Development Regulation Board (PLDRB) recommends that the City Council find the project in compliance with the Unified Land Development Code (LDC), and the Comprehensive Plan; and recommends approval with conditions to the City Council for the Technical Site Plan – Tier 3 for Flagler Landings, Application No. 6587.

BACKGROUND/SITE HISTORY

Post PLDRB Note: Since the PLDRB heard the item at their June 17, 2026 meeting, the applicant has made two resubmissions which have slightly modified the applicant's project. The modifications to the Site Plan (civil engineering sheet C003.1, attached) increase the size of the large-box retailer (anchor tenant) from ±185,492 square feet to ±186,276 square feet. Additionally, the revised application removed the ±55,172 square feet size of future retail tenant and the ±1,618-square-foot fuel station. Based on discussions with the applicant, the fuel station will be coming in under a separate application in the near future, and the future retail tenant on the southwest of the site will be coming in separately as well, along with the future outparcels adjacent to SR-100. The current application's approval is now only for the anchor tenant at ±186,276 square feet with a shared infrastructure and parking for the overall site. Additionally, they have revised their Transportation Impact Analysis, to reflect comments and requirements by the Florida Department of Transportation and ongoing discussions with City of Palm Coast Traffic Engineering and Planning Staff. The project will still require the applicant to finish tree mitigation payment into the City's tree fund prior to land clearing activities during the site development permit following technical site plan approval.

The applicant team has submitted a Technical Site Plan (TSP) Tier 3 application to develop the ±38.81-acre property with a ±186,276-square-foot big box anchor tenant with planned outparcels for future development. During conversations with the applicant and property owner, they have elected to keep the overall parcel in its current configuration and elect not to proceed with a non-residential controlling master site plan or subdivision of the property. Additionally, the developer plans future development of outparcels adjacent to SR-100, and the associated infrastructure to support the project.

The City Council annexed the property into the City at the request of the applicant on November 4, 2025 during a public hearing. At the same public hearing, they also assigned the property a city Future Land Use Map (FLUM) designation of Mixed Use, and a city zoning district of General Commercial (COM-2). The applicant submitted their TSP application on February 17, 2026 through the City's online application portal. The project has been reviewed by staff through five submittals, and since then, the project has been modified by the applicant multiple times during the process with two of the submissions coming after the PLDRB's public hearing. Ultimately due to the timing requirements of the anchor tenant and developer working on coordinating with of the potential tenants for the other outparcels, the applicant has reduced the application in scale to finish the application process for the anchor tenant noting that the other outparcels will be approved separately in the future.

LAND USE AND ZONING INFORMATION

The subject site is designated Mixed Use on the Future Land Use Map and is zoned as COM-2 on the Official Zoning map. The proposed use is allowed within the COM-2 zoning district. The following table summarizes the general land use and zoning information:

SURROUNDING ZONING AND FLUM CATEGORIES

Direction	FLUM Category	Zoning District
North	Mixed Use	COM-2, Public/Semi-Public (PSP)
East	County: Commercial High-Intensity, County: Industrial	County: General Commercial and Shopping Center (C-2), Industrial (I)
South	County: Industrial	County: I
West	Mixed Use, County: Agriculture and Timberlands, County: Industrial	COM-2, County: C-2, Agricultural (AC)

SITE DEVELOPMENT REQUIREMENTS

Site development for the property must be in accordance with the requirements of the City of Palm Coast's Land Development Code, and the City's Comprehensive Plan. The following table summarizes the basic development standards and how the proposed development project complies with these standards. The provided numbers are pulled from the applicant's Civil Engineering documents.

Criteria	Required	Provided
Minimum Development Site Area	20,000 sq. ft.	±1,690,564 sq. ft.
Maximum Impervious Surface Ratio	0.70	±0.70
Maximum Floor Area Ratio	0.40	±0.14
Maximum Building Height	100 feet	±31 feet
Minimum Building Setbacks	SR-100: 25 feet Interior Side/Rear: 10 feet	±621 feet[2] ±62.4 feet
Minimum Parking[1]: 1:250 SF	751 parking spaces including 18 accessible spaces	890 spaces including 36 accessible spaces

[1] The Land Development Code allows for the maximum parking to be 120 percent of the required parking. The requested amount of parking spaces include a ±0.5 percent bonus over the required parking and meets the 120 percent limit. The applicant proposes an additional eight accessible parking spaces. The LDC, Comprehensive Plan, State Statutes, or Federal American Disabilities Act requirements do not have a maximum cap to the number of accessible parking spaces, so staff accepts the additional accessible parking space above the required number of spaces.

[2] The nearest building on the plans is ±156.4 feet from SR-100, however the fuel station canopy is not being considered with this application and will be permitted separately, the anchor tenant is approximately ±621 feet interior of the property. Once all the outparcels come online, they will each individually be required to meet the minimum building setbacks.

TECHNICAL SITE PLAN PROCESS

The Technical Site Plan review application process is specified in Chapter 2, Section 2.11 of the Unified Land Development Code (LDC). This review process is intended to ensure that site development takes place in an orderly and efficient manner through a process that provides adequate review based on the size and complexity of the proposed development. The purpose of detailed site plan review is to ensure compliance with all development regulations; therefore, the level of detail shall be that of construction plans and technical specifications. The review is based not only on conformance to Code, but also conformance with any applicable approved master plan or Special Exception. Approval of the construction plans and technical specifications represents the final development order. Therefore, approval of a Technical Site Plan Development Order authorizes an applicant to apply for a building permit.

The application incorporates a review/approval process coordinated by and through City staff, the PLDRB and City Council based upon the scale of development. As provided in Table 2-1 of Sec. 2.04 of the LDC, nonresidential projects ranging from 40,000 to 100,000 square feet of gross floor area are classified as Moderate or Tier 2 projects. The approval authority of this project is the PLDRB, which shall base their determination for approval or denial on the criteria found in LDC Sec. 2.05.05.

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

Prior to approval of a Development Order for a Technical Site Plan, the proposed project must be evaluated for conformance with the requirements of LDC Chapter 2, Section 2.05.05, which provides criteria that must be met to issue approval. The proposed project has been evaluated against the review criteria as directed by the LDC, which 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;

Planning Staff Finding: The proposed development is not in conflict with or contrary to the public interest, as the site's specified land use is consistent with the Comprehensive Plan's Future Land Use Element and the Land Development Code. The proposed use is compatible with the surrounding developmental pattern and surrounding properties adjacent to SR-100 and the Flagler Executive Airport to its south. As discussed in the background section this property was annexed into the City and designated as Mixed Use and zoned as COM-2 for the purposes of siting the proposed large-scale retail center. During the Technical Site plan, the project was reviewed by the City's developmental review team, Flagler County for its proximity to the airport, St. Johns River Water Management District (SJRWMD) for its impacts to the on-site wetlands, and the Florida Department of Transportation (FDOT) for its traffic impact to SR-100.

- The applicant will be required to pay into the tree fund for the removal of 782 shade trees at 2.5 caliber inch diameter ($625 dollars per tree), and 81 shade trees at a three-inch caliber diameter ($825 dollars per tree). This mitigation will be required to be addressed prior to ground clearing activities during the Site Development Permit.
- Planning Transportation/Concurrency requires that the project provide proportionate share calculations, and a proportionate share impact fee credit agreement. These items will be considered by the City Council, which is being included as a companion resolution for the project's proportionate share to address the project's impacts on the SR-100 transportation network.

Therefore, pending the tree mitigation, applicant's proposed off-site improvements for vehicular ingress/egress and payment of proportionate share, the project is not anticipated to be contrary to public interest.

B. The proposed development must be consistent with the provisions of the Land Development Code and the Comprehensive Plan;

Planning Staff Finding: This proposed development will be a large-scale retail center along SR-100 that is anchored by a big-box retailer. The applicant proposes additional future improvements including a convenience store with fuel stations, and several outparcels that would come in with future applications. The requested uses are consistent with the LDC and the Comprehensive Plan. The LDC states that the purpose of the COM-2 zoning district is to provide areas for general commercial and office uses to meet the community-wide demand for retail, services, business, and employment opportunities. The proposed use is permitted by right in COM-2. The proposed development plans for a temporary private package plant, on the northwest outparcel to serve the site until such time that it is possible to connect to City Utilities. The following are a selection of goals, policies and objectives from the Comprehensive Plan that the project supports:

- **Chapter 1, Future Land Use Element: Objective 1.1.4 Discourage Urban Sprawl –** Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.
- **Chapter 1, Future Land Use Element: Policy 1.1.4.3** - 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.
- **Chapter 1, Future Land Use Element: 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 provided such provision or extension is consistent with state law. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

- **Chapter 5, Infrastructure Element: Policy 5.1.1.8** - The City shall require all new development, except as provided in Policy 5.1.1.9, which requires site plan or subdivision approval, to connect to the potable water system if central service is available within one (1) mile. For residential development, which does not require site plan or subdivision approval, the City shall require the residential development to connect to the potable water system if central service is available within 150 feet. If service is not available in either instance, the City shall require connection within one (1) year from the date that central service becomes available.
- **Chapter 5, Infrastructure Element: Policy 5.2.3.6 -** The City shall require connections to central wastewater systems within one (1) year from the date of notice that these services are available and when septic tank systems experience documented operational problems.

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

Planning Staff Findings: It is not anticipated that the proposed development will cause a significant financial liability on the City. The project will have to pay into a sizeable proportionate share for its impacts to the SR-100 roadway, which will ultimately be utilized to improve traffic impacts in that corridor. Connections to utilities will be provided by the developer at the developer's expense and not impose a significant financial liability on the city, once connected the temporary private package plant will be removed and that outparcel will serve as a future outparcel for development under separation application. The property owner will be required to maintain their own on-site 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;

Planning Staff Finding: The City's technical review team, Flagler County, SJRWMD, and FDOT analyzed the project's submittal and ensured that it can meet all applicable code requirements so that the proposed development is not anticipated to pose an unreasonable hazard, nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants.

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

Planning Staff Finding: The applicant's application for Technical Site Plan has been reviewed by the City's technical review team to ensure compliance with the Land Development Code, the Comprehensive Plan, the Florida Building Code, the Florida Fire Prevention Code, and all other applicable state and federal regulations. As mentioned earlier this project was routed to Flagler County for review given its proximity to the airport, the applicant submitted separate application to SJRWMD for its wetland impacts, and to FDOT for approval of access connections and its overall impact to SR-100. This project shall be required to maintain compliance with all applicable codes and regulations. Further following the potential approval of the Technical Site Plan application, the project will be required to submit for a Site Development Permit before breaking ground. As this staff report provides conditions for approval, these conditions shall be met prior to issuing a Site Development Permit. Following the Site Development Permit, the project will require a Building Permit, with notification of any crane related use during construction reported

to both Flagler County and the Federal Aviation Administration (FAA) to ensure the construction of the proposed project does not impact adjacent aviation operations. Finally, the development will require a Certificate of Occupancy prior to being opened to the public.

SUMMARY OF FINDINGS

Staff finds that the proposed development complies with the requirements of the Land Development Code and Comprehensive Plan subject to meeting the following conditions for approval. It further meets the review criteria for technical site plans found under LDC Sec. 2.05.05.

Conditions For Approval: All remaining staff comments for Flagler Landing's Technical Site Plan – Application No. 6587 are resolved to staff's satisfaction prior to issuing a Site Development Permit for the project.

PUBLIC PARTICIPATION

Neighborhood meetings are not required for Technical Site Plan applications. Additionally, Technical Site Plan applications, including Tiers 2 and 3, do not require newspaper notification or the posting of the orange signs along the project's frontage.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING

The PLDRB heard the item at their June 17, 2026 meeting. They voted unanimously to recommend approval of the application subject to meeting the Conditions for Approval, that all staff's remaining comments are resolved prior to issuing a Site Development Permit. No one spoke from the public regarding the application.

RECOMMENDATION

The Planning and Land Development Regulation Board (PLDRB) recommends that the City Council find the project in compliance with the Unified Land Development Code (LDC), and the Comprehensive Plan; and recommends approval with conditions to the City Council for the Technical Site Plan – Tier 3 for Flagler Landings, Application No. 6587.

Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\6587_Flagler Landings\Working\Working.aprx

Distant Aerial

Palm Coast City Limits

Subject Property

N
W E
S

0 1,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 6/2/2026

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\6587_Flagler Landings\Working\Working.aprx

Close Up Aerial

Palm Coast City Limits

Subject Property

N
W E
S

0 400 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 6/2/2026

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Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\6587_Flagler Landings\Working\Working.aprx

Future Land Use Map

Palm Coast City Limits
Subject Property

Unincorporated Flagler Future Land Use
AGRICULTURE & TIMBERLANDS
COMMERCIAL: HIGH INTENSITY
INDUSTRIAL

Palm Coast FLUM
Conservation
DRI-Urban Core
Mixed Use
AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted
COMMERCIAL: HIGH INTENSITY, Annexed Area, Flagler County FLUM adopted

N
W E
S

0 400 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 6/2/2026

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Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\6587_Flagler Landings\Working\Working.aprx

Zoning Map

Palm Coast City Limits
Subject Property

Palm Coast Zoning Districts
COM-2
COM-3
PSP
I : Annexed Area, Flagler County Zoning adopted
C-2 : Annexed Area, Flagler County Zoning adopted
MPD, MPD post 11-16-08 designation
MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning
AC
C-2
I

N
W E
S

0 400 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 6/2/2026

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GENERAL - APPLICATION

DATE	02/10/2026
APPLICATION TYPE	TECHNICAL SITE PLAN TIER 3

PROJECT NAME	Flagler Landing				
LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)	5821 STATE HWY 100 E PALM COAST FL 32164				
PROPERTY APPRAISER'S PARCEL NUMBER	08-12-31-0650-000B0-0070				
LEGAL DESCRIPTION	38.78 ACRES THAT PART OF SECTION SOUTH OF SR 100, NORTH OF FC AIRPORT (EXC BLOCK C TRACT 4 & EXC BLOCK D TRACT 5 D)& WEST OF BCC 200.6 FT ROAD OR 553 PG 1539 PART #412 OR 601 PG 19				
SUBDIVISION NAME					
SECTION	08	BLOCK	000B0	LOT	0070
PROPERTY ACRES	38.778	PROPERTY SQ FT	1689168		
FUTURE LAND USE MAP DESIGNATION		EXISTING ZONE DISTRICT	COM-2		
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER	120684	MAP PANEL DATE	06/06/2018		
FLOOD ZONE					
PRESENT USE OF PROPERTY	COMMERCIAL - GENERAL				

DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)

Design and permitting of a big box retail store and fuel station, w/ outparcels

PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?	No

Owner	Applicant / Agent
Name: FLAGLER PINES PROPERTIES LLC	Name: FLAGLER VENTURE, LLC.
Mailing Address: 4 LAMBERT COVE FLAGLER BEACH, FL 32136	Mailing Address: 5851 TIMUQUANA RD, STE 301 JACKSONVILLE, FL 32210
Phone Number: (386) 793-4740	Phone Number: (904) 838-9342
E-mail Address: J@FLAGLERPA.COM	E-mail Address: INFO@AE-GROUP.COM
Mortgage Holder	**Engineer or Professional**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Architect	**Traffic Engineer**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Surveyor	**Landscape Architect**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Attorney	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

APPLICANT / OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by 2016 Florida Statutes Title XXXIX Chapter 668 Section 50

Signature of Property Owner or Applicant

KIMBERLY A. BUCK

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

STATE OF Florida

COUNTY OF Duval

COMES NOW, Ken Atlee, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of Flagler Venture, LLC. corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: All Permits and Licenses relating to the following described real property:

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

Signature of owner OR person authorized to represent this application

Kenyon S Atlee
Signature

Kenyon S. Atlee
Print

NOTARY: This instrument was acknowledged before me on this by means of ☑ physical presence or ☐ online notarization 9th **day of** September**, 20**25 **by** Kenyon S. Atlee, Manager **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Kelly L Smith
Signature of Notary Public, State of Florida

KELLY L. SMITH
MY COMMISSION # HH 480432
EXPIRES: February 10, 2028

Property Owner Letter of Authorization

****************IFAPPLICANT IS NOT THE PROPERTY OWNER*************

Dear Planning Manager,

I/We, Flagler Pines Properties, LLC. being the
(All property owners)

current property owner(s) of the property legally described as

Parcel # 08-12-31-0650-000B0-0070 and also described as

Subdivision _____ Section_____, Block_____ ,Lot _____.

Street address 5821 State Hwy 100 E, Palm Coast, FL 32164

Do hereby designate and authorize Flagler Venture, LLC., Ken Atlee, and Alann Engineering Group, LLC.
(name of authorized agent)

representing Flagler Pines Properties, LLC
(All property owners)

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

Technical Site Plan, Controlling Master Site Plan
(type of application)

Signature of property owner

James E Gardner Jr
Print Name

Print Name

Print Name

NOTARY: This instrument was acknowledged before me on this by means of ☒ physical presence or ☐ online notarization 9 day of SEPTEMBER, 2025 by JAMES E. GARDER, Jr who is/are personally known to me, or who has/have produced _____ as identification.

(SEAL)

Cheryl Rene Ditolla
Signature of Notary Public, State of Florida

CHERYL RENE DITOLLA
Commission # HH 698896
Expires July 17, 2029

February 3, 2026

2.05.05. Review findings Criteria Analysis:

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

The proposed commercial retail development supports the public interest by contributing to the community's ongoing growth and economic vitality. The inclusion of a big-box discount retailer with an associated gas station will provide convenient access to essential goods and services, reducing travel distances for residents and supporting local consumer needs. Additionally, the planned out-parcels create opportunities for future commercial uses, fostering long-term economic development and job creation. The project's scale, use, and design are consistent with the area's development patterns and community expectations, ensuring that it complements the surrounding environment while enhancing local commercial offerings

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

The proposed commercial retail development is consistent with the City's Comprehensive Plan and the applicable provisions of the Land Development Code. The project aligns with the designated future land use and zoning classifications, supports planned commercial growth within the area, and will meet dimensional, design, access, and infrastructure requirements established by the LDC. The development's scale and intended uses—including the big-box retailer, gas station, and future out-parcel uses—are compatible with the policies guiding economic development, transportation planning, and community services.

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

The proposed commercial retail development will not impose any significant financial liability or hardship on the City. All required infrastructure improvements, including site access, internal circulation, stormwater management, and utility connections, will be constructed and funded by the developer. Ongoing maintenance responsibilities for private improvements will remain with the property owner, ensuring no long-term burden on municipal resources. Additionally, the project is expected to generate new tax revenue and economic activity, further supporting the City's fiscal health. Based on the information provided, the development meets this criterion and does not create any adverse financial impact for the City

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

The proposed commercial retail development will not create any unreasonable hazard, nuisance, or threat to the general health, welfare, or safety of the City's inhabitants. The site design incorporates all required safety, access, and circulation standards, including compliant driveway spacing, internal traffic controls, and adequate emergency vehicle access. Noise, lighting, and operational impacts

have been evaluated and mitigated through appropriate buffering, photometric compliance, and adherence to performance standards within the Land Development Code. Stormwater management systems are designed to meet all regulatory requirements, ensuring proper treatment and attenuation to prevent flooding or environmental harm. With these measures in place, the development poses no adverse safety or nuisance concerns and fully satisfies this review criterion.

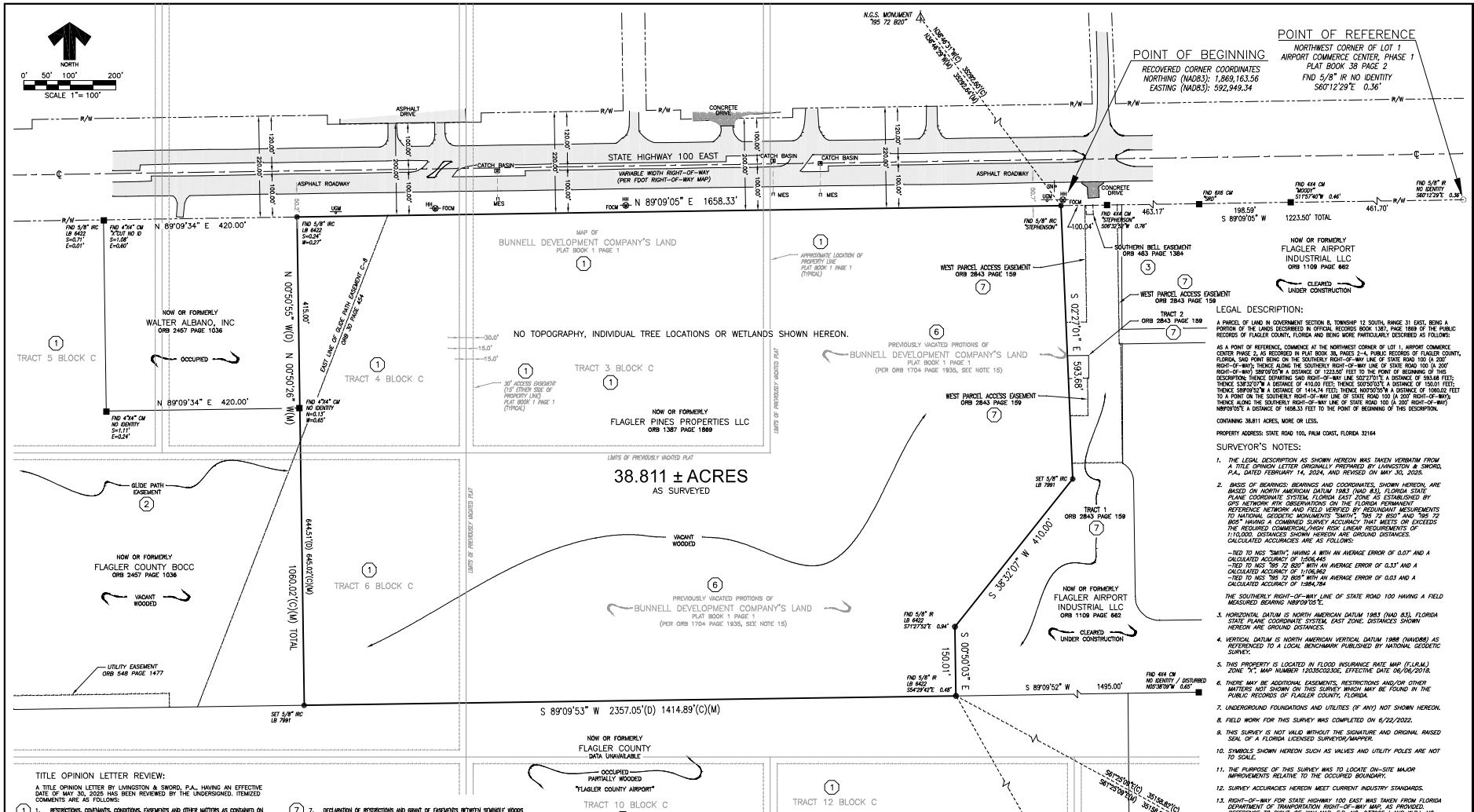
E. The proposed development must comply with all other applicable local, state, and federal laws, statutes, ordinances, regulations, or codes.

The proposed commercial retail development will comply with all applicable local, state, and federal laws, statutes, ordinances, regulations, and codes. All required permits, approvals, and technical reviews will be obtained through the appropriate regulatory agencies, including those governing land development, environmental protection, transportation access, stormwater management, and building safety. The project has been designed to meet or exceed all relevant standards within the City's Land Development Code as well as applicable state and federal requirements. With these measures in place, the development fully meets this regulatory compliance criterion.

Should you have any questions or require additional information, please advise.

Sincerely,
The Alann Engineering Group, LLC.

Cole T. Buck, P.E.
Project Engineer II



TITLE OPINION LETTER REVIEW:

A TITLE OPINION LETTER BY LIVINGSTON & SWORD, P.A., HAVING AN EFFECTIVE DATE OF MAY 30, 2025 HAS BEEN REVIEWED BY THE UNDERSIGNED. ITEMIZED COMMENTS ARE AS FOLLOWS:

1. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF BUNNELL, RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. MATTERS OF THE REFERENCED PLAT SHOWN GRAPHICALLY HEREON.
2. GLIDE AREA EASEMENTS AS CONTAINED IN THAT INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 30, PAGE 424 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS MODIFIED OR RELEASED BY THAT LETTER OF RELEASE RECORDED IN OFFICIAL RECORDS BOOK 2081, PAGE 1578 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. EASEMENT SHOWN GRAPHICALLY HEREON.
3. DEED OF EASEMENT TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORDS BOOK 463, PAGE 1384 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. THIS EASEMENT, SHOWN GRAPHICALLY HEREON, IS NOT LOCATED ON OR WITHIN THE SUBJECT PROPERTY.
4. RESTRICTIONS, COVENANTS, AND CONDITIONS AS SET FORTH IN THOSE INSTRUMENTS RECORDED IN OFFICIAL RECORDS BOOK 605, PAGE 118, AND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 813, PAGE 447; AS AFFECTED BY THAT PARTIAL RELEASE RECORDED IN OFFICIAL RECORDS BOOK 1160, PAGE 668 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. THESE DOCUMENTS APPEAR TO BE ADMINISTRATIVE IN NATURE. NOTHING TO SHOW GRAPHICALLY HEREON.
5. ORDINANCE NO. 2008-36 RECORDED IN OFFICIAL RECORDS BOOK 1707, PAGE 1278 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. THIS DOCUMENT APPEARS TO BE ADMINISTRATIVE IN NATURE. NOTHING TO SHOW GRAPHICALLY HEREON
6. FLAGLER COUNTY RESOLUTION 2008-83 RECORDED IN OFFICIAL RECORDS BOOK 1704, PAGE 1935 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 1705, PAGE 687 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. THIS DOCUMENT REFERS TO THE VACATION OF PORTIONS OF THE PLAT OF BUNNELL, RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SHOWN GRAPHICALLY HEREON. SEE SURVEY NOTE #15
7. DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS BETWEEN SEMINOLE WOODS INVESTMENTS, LLC, BJ'S WHOLESALE CLUB, INC., FLAGLER PINES PROPERTIES, LLC AND CORNERSTONE SEMINOLE WOODS ASSOCIATION, INC. RECORDED IN OFFICIAL RECORDS BOOK 2788, PAGE 483; AS AMENDED BY FIRST AMENDMENT OF DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 2843, PAGE 159, ALL OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. THE WEST PARCEL ACCESS EASEMENT, TRACT 1 AND TRACT 2 SHOWN GRAPHICALLY HEREON.
8. ORDINANCE NO. 2023-06 RECORDED IN OFFICIAL RECORDS BOOK 2805, PAGE 45 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. THIS DOCUMENT DESCRIBES ONLY A PORTION OF THE SUBJECT LANDS AND APPEARS TO BE ADMINISTRATIVE IN NATURE. NOTHING TO SHOW GRAPHICALLY HEREON.
9. ORDINANCE NO. 2023-07 RECORDED IN OFFICIAL RECORDS BOOK 2805, PAGE 49 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. THIS DOCUMENT DESCRIBES ONLY A PORTION OF THE SUBJECT LANDS AND APPEARS TO BE ADMINISTRATIVE IN NATURE. NOTHING TO SHOW GRAPHICALLY HEREON.
10. PETITION TO VOLUNTARILY ANNEX REAL PROPERTY TO THE CITY OF PALM COAST, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 2924, PAGE 1085 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. THIS DOCUMENT APPEARS TO BE ADMINISTRATIVE IN NATURE. NOTHING TO SHOW GRAPHICALLY HEREON.
11. NO MORTGAGES ENCUMBER THE PROPERTY. THIS STATEMENT IS ADMINISTRATIVE IN NATURE. NOTHING TO SHOW GRAPHICALLY HEREON.
12. TAXES FOR 2024 ARE PAID. THIS STATEMENT IS ADMINISTRATIVE IN NATURE. NOTHING TO SHOW GRAPHICALLY HEREON.
13. SUBJECT TO TAXES FOR 2025 AND SUBSEQUENT YEARS. THIS STATEMENT IS ADMINISTRATIVE IN NATURE. NOTHING TO SHOW GRAPHICALLY HEREON.

ABBREVIATIONS

IRC	IRON ROD & CAP
IR	IRON ROD (NO CAP)
IPC	IRON PIPE & CAP
IP	IRON PIPE (NO CAP)
CM	CONCRETE MONUMENT
N&D	NAIL & DISK
FND	FOUND
REC	RECOVERED
ID	IDENTIFICATION
(TYP)	TYPICAL
SEC	SECTION
TWP	TOWNSHIP
RGE	RANGE
ILLEG.	ILLEGIBLE
MB	MAP BOOK
PG	PAGE
ORB	OFFICIAL RECORDS BOOK
(P)	PLATTED DIMENSION
(D)	DEED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
℄	CENTERLINE
R/W	RIGHT OF WAY

LEGEND

●	IRON ROD WITH CAP
○	IRON ROD
◉	IRON PIPE WITH CAP
○	IRON PIPE
■	CONCRETE MONUMENT
FH	FIRE HYDRANT
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
HH	HAND HOLE
TB	TELEPHONE BOX
TV	CABLE TELEVISION BOX
EB	ELECTRIC SERVICE BOX
FDCM	FIBER OPTIC CABLE MARKER
UGM	UNDERGROUND GAS MARKER
SN	SIGN
UP	UTILITY POLE
SDMH	STORM DRAIN MANHOLE
BFP	BACKFLOW PREVENTER
1	TITLE REVIEW ITEM

LEGAL DESCRIPTION:

A PARCEL OF LAND IN GOVERNMENT SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1387, PAGE 1869 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF LOT 1, AIRPORT COMMERCE CENTER PHASE 2, AS RECORDED IN PLAT BOOK 38, PAGES 2-4, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200' RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200' RIGHT-OF-WAY) S89°09'05"W A DISTANCE OF 1223.50' FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S02°27'01"E A DISTANCE OF 593.68 FEET; THENCE S38°52'07"W A DISTANCE OF 410.00 FEET; THENCE S00°50'03"E A DISTANCE OF 1630.01 FEET; THENCE S89°09'52"W A DISTANCE OF 1414.74 FEET; THENCE N00°50'55"W A DISTANCE OF 1060.02 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200' RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200' RIGHT-OF-WAY) N89°09'05"E A DISTANCE OF 1658.33 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 38.811 ACRES, MORE OR LESS.

PROPERTY ADDRESS: STATE ROAD 100, PALM COAST, FLORIDA 32164

SURVEYOR'S NOTES:

1. *THE LEGAL DESCRIPTION AS SHOWN HEREON WAS TAKEN VERBATIM FROM A TITLE OPINION LETTER ORIGINALLY PREPARED BY LIVINGSTON & SWORD, P.A., DATED FEBRUARY 14, 2024, AND REVISED ON MAY 30, 2025.*
2. *BASIS OF BEARINGS: BEARINGS AND COORDINATES, SHOWN HEREON, ARE BASED ON NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE AS ESTABLISHED BY GPS NETWORK RTK OBSERVATIONS ON THE FLORIDA PERMANENT REFERENCE NETWORK AND FIELD VERIFIED BY REDUNDANT MEASUREMENTS TO NATIONAL GEODETIC MONUMENTS "SMITH", "195 72 B20" AND "195 72 B05" HAVING A COMBINED SURVEY ACCURACY THAT MEETS OR EXCEEDS THE REQUIRED COMMERCIAL/HIGH RISK LINEAR REQUIREMENTS OF 1:10,000. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. CALCULATED ACCURACIES ARE AS FOLLOWS:*
   -TIED TO NGS "SMITH", HAVING A WITH AN AVERAGE ERROR OF 0.07' AND A CALCULATED ACCURACY OF 1:506,445
   -TIED TO NGS "195 72 B20" WITH AN AVERAGE ERROR OF 0.33' AND A CALCULATED ACCURACY OF 1:106,062
   -TIED TO NGS "195 72 B05" WITH AN AVERAGE ERROR OF 0.03 AND A CALCULATED ACCURACY OF 1:984,784

   THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 HAVING A FIELD MEASURED BEARING N89°09'05"E.
3. *HORIZONTAL DATUM IS NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.*
4. *VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88) AS REFERENCED TO A LOCAL BENCHMARK PUBLISHED BY NATIONAL GEODETIC SURVEY.*
5. *THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.), ZONE "X", MAP NUMBER 12035C0230K, EFFECTIVE DATE 06/06/2018.*
6. *THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SURVEY WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.*
7. *UNDERGROUND FOUNDATIONS AND UTILITIES (IF ANY) NOT SHOWN HEREON.*
8. *FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 6/22/2022.*
9. *THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.*
10. *SYMBOLS SHOWN HEREON SUCH AS VALVES AND UTILITY POLES ARE NOT TO SCALE.*
11. *THE PURPOSE OF THIS SURVEY WAS TO LOCATE ON-SITE MAJOR IMPROVEMENTS RELATIVE TO THE OCCUPIED BOUNDARY.*
12. *SURVEY ACCURACIES HEREON MEET CURRENT INDUSTRY STANDARDS.*
13. *RIGHT-OF-WAY FOR STATE HIGHWAY 100 EAST WAS TAKEN FROM FLORIDA DEPARTMENT OF TRANPORTATION RIGHT-OF-WAY MAP, AS PROVIDED. REFERENCE TO RIGHT-OF-WAY MAP: F.P. NO. 2379251 AND W.P.I. NO. 5112049.*
14. *NO WETLANDS, TOPOGRAPHIC OR INDIVIDUAL TREE LOCATIONS SHOWN HEREON.*
15. *ACCORDING TO FLAGLER COUNTY RESOLUTION 2008-83, RECORDED MARCH 3, 2009 IN OFFICIAL RECORDS BOOK 1704, PAGE 1935, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, PORTIONS OF THE MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA HAVE BEEN PREVIOUSLY VACATED. IN ACCORDANCE WITH THIS DOCUMENT, THE APPROXIMATE LOCATIONS OF THE REMAINING MATTERS OF SAID PLAT SHOWN GRAPHICALLY HEREON.*

CERTIFIED TO:
ATLEE DEVELOPMENT GROUP, INC.
THE CITY OF PALM COST, FLORIDA

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050 THRU 17.053, FLORIDA ADMINISTRATIVE CODE.

Kenneth J Kuhar
Digitally signed by Kenneth J Kuhar
Date: 2025.06.03 12:36:02 -04'00'

KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105

KUHAR SURVEYING & MAPPING, LLC
1501 RIDGEWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117
Phone: 386-672-0002 WWW.KUHARSURVEYING.COM
LB 7991 LS (PSM) 6105

© 2022 KUHAR SURVEYING & MAPPING, LLC

NO	DATE	DESCRIPTION
4	6/3/25	REVISED TITLE COMMITMENT DATE, NOTES, CERT ONLY
3	3/25/24	REVISED TO COUNTY SUBMITTAL
2	8/29/23	REVISED PER CLIENT
1	6/22/23	REVISED TO SHOW MAP OF BUNNELL DEVELOPMENT COMPANY'S LAND, PLAT BOOK 1 PAGE 1

REVISIONS

BOUNDARY SURVEY

STATE HIGHWAY 100 EAST, PALM COAST, FLORIDA 32164

PREPARED FOR: ATLEE DEVELOPMENT GROUP, INC.

PROJECT NO.
K22099

DRAWING REFERENCE NO.
K22099 WORKSHEET.DWG

REVISION NO./DATE
6/3/2025

ORIGINAL ISSUE DATE
10/7/2022

SHEET 1 OF 1

C:\PROJECTS\KUHAR PROJECTS 2022\K22099 ATLEE - SR 100 ACE & BLVD - KEN_FILES\WORKSHEET\K22099 WORKSHEET.DWG

LIVINGSTON & SWORD, P.A.

Attorneys At Law

October 28, 2025

Phong Nguyen
Planning Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Subject: Title Opinion Letter
Owner: Flagler Pines Properties LLC
Project: Flagler Landing

Dear Mr. Nguyen:

I have examined the title with respect to the property described in **EXHIBIT "A"** (the "Property"). Based on my examination of the title, it is my opinion that as of October 27, 2025 at 1:40 pm, title to the Property is vested in **Flagler Pines Properties, LLC, a Florida Limited Liability Company, by virtue of that certain Warranty Deed dated January 18, 2006, and recorded January 31, 2006, in Official Records Book 1387, Page 1869** of the Public Records of Flagler County, Florida, subject to the following matters:

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Bunnell, recorded in Plat Book 1, Page 1, of the Public Records of Flagler County, Florida.

2. Glide area easements as contained in that instrument recorded in Official Records Book 30, Page 454 of the Public Records of Flagler County, Florida; as modified or released by that Letter of Release as recorded in Official Records Book 2091, Page 1576 of the Public Records of Flagler County, Florida.

3. Deed of Easement to Southern Bell Telephone and Telegraph Company recorded in Official Records Book 483, Page 1384 of the Public Records of Flagler County, Florida.

4. Restrictions, covenants, and conditions as set forth in those instruments recorded in Official Records Book 602, Page 118, and Amendment recorded in Official Records Book 813, Page 447; as affected by that Partial Release recorded in Official Records Book 1109, Page 658 of the Public Records of Flagler County, Florida.

391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137
T 386.439.2945
F 866.896.5573
jay.livingston314@protonmail.ch

5. Ordinance No. 2008-36 recorded in Official Records Book 1707, Page 1278 of the Public Records of Flagler County, Florida.

6. Flagler County Resolution 2008-83 recorded in Official Records Book 1704, Page 1935 and re-recorded in Official Records Book 1705, Page 687 of the Public Records of Flagler County, Florida.

7. Declaration of Restrictions and Grant of Easements Between Seminole Woods Investments, LLC, BJ's Wholesale Club, Inc., Flagler Pines Properties, LLC, and Cornerstone Seminole Woods Association, Inc. as recorded in Official Records Book 2769, Page 483 of the Public Records of Flagler County, Florida; amended by that First Amendment to Declaration of Restrictions and Grant of Easements as recorded in Official Records Book 2843, Page 159 of the Public Records of Flagler County, Florida.

8. Ordinance No. 2023-06 as recorded in Official Records Book 2805, Page 45 of the Public Records of Flagler County, Florida.

9. Ordinance No. 2023-07 as recorded in Official Records Book 2805, Page 49 of the Public Records of Flagler County, Florida.

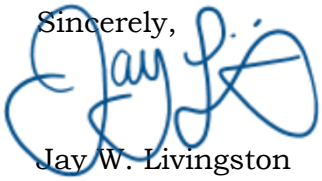
10. Petition to Voluntarily Annex Real Property to the City of Palm Coast Florida as recorded in Official Records Book 2924, Page 1085 of the Public Records of Flagler County, Florida.

11. No mortgages encumber the Property.

12. Taxes for 2024 are paid.

13. Subject to taxes for 2025 and subsequent years.

Sincerely,



Jay W. Livingston

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND IN GOVERNMENT SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1387, PAGE 1869 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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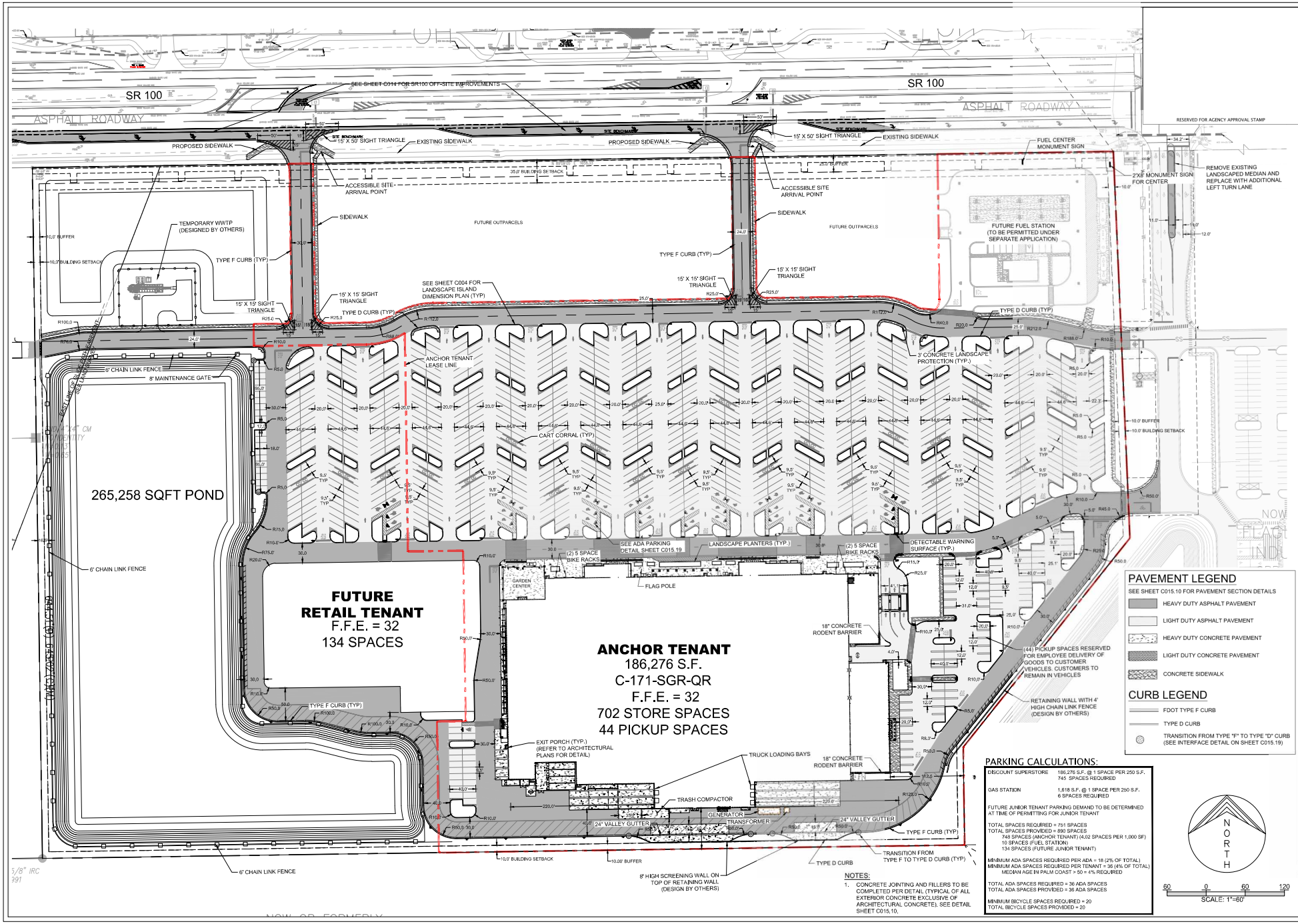
CONTAINING 38.811 ACRES, MORE OR LESS.



PAVEMENT LEGEND

SEE SHEET C015.10 FOR PAVEMENT SECTION DETAILS

- HEAVY DUTY ASPHALT PAVEMENT
- LIGHT DUTY ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LIGHT DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK

CURB LEGEND

- FDOT TYPE F CURB
- TYPE D CURB
- TRANSITION FROM TYPE "F" TO TYPE "D" CURB (SEE INTERFACE DETAIL ON SHEET C015.19)

PARKING CALCULATIONS:

DISCOUNT SUPERSTORE	186,276 S.F. @ 1 SPACE PER 250 S.F. 745 SPACES REQUIRED
GAS STATION	1,618 S.F. @ 1 SPACE PER 250 S.F. 6 SPACES REQUIRED

FUTURE JUNIOR TENANT PARKING DEMAND TO BE DETERMINED AT TIME OF PERMITTING FOR JUNIOR TENANT

TOTAL SPACES REQUIRED = 751 SPACES
TOTAL SPACES PROVIDED = 890 SPACES
748 SPACES (ANCHOR TENANT) (4.02 SPACES PER 1,000 SF)
10 SPACES (FUEL STATION)
134 SPACES (FUTURE JUNIOR TENANT)

MINIMUM ADA SPACES REQUIRED PER ADA = 18 (2% OF TOTAL)
MINIMUM ADA SPACES REQUIRED PER TENANT = 36 (4% OF TOTAL)
MEDIAN AGE IN PALM COAST > 50 = 4% REQUIRED

TOTAL ADA SPACES REQUIRED = 36 ADA SPACES
TOTAL ADA SPACES PROVIDED = 36 ADA SPACES

MINIMUM BICYCLE SPACES REQUIRED = 20
TOTAL BICYCLE SPACES PROVIDED = 20

NOTES:

1. CONCRETE JOINTING AND FILLERS TO BE COMPLETED PER DETAIL (TYPICAL OF ALL EXTERIOR CONCRETE EXCLUSIVE OF ARCHITECTURAL CONCRETE). SEE DETAIL SHEET C015.10.

ALANN ENGINEERING GROUP, LLC
CIVIL ENGINEERS AND PLANNERS
CERTIFICATE No. EB5429
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
OFFICE: (386) 672-2040
FAX: (386) 673-3927

FLAGLER LANDING
PALM COAST, FLORIDA
OVERALL SITE LAYOUT

NO.	DATE	REVISION	BY
4	07/28/26	REV PER COPC RAI	NJC
3	03/23/26	REV PER COPC RAI	NJC
2	02/23/26	FIELD ORDER #1	NJC
1	02/04/26	REV PER COPC & SJRWMD RAI	NJC

ENGINEER OF RECORD CTB	DATE 06/03/25
DRAWN BY NJC	SCALE AS NOTED
	PROJECT 2213-1

Cole T. Buck, State of Florida, Professional Engineer, License No. 88690
This item has been digitally signed and sealed by Cole T. Buck on the date indicated here. Signature must be verified on any electronic copies.
2026.07.28 16:02:34 -04'00'

SHEET
C003.1

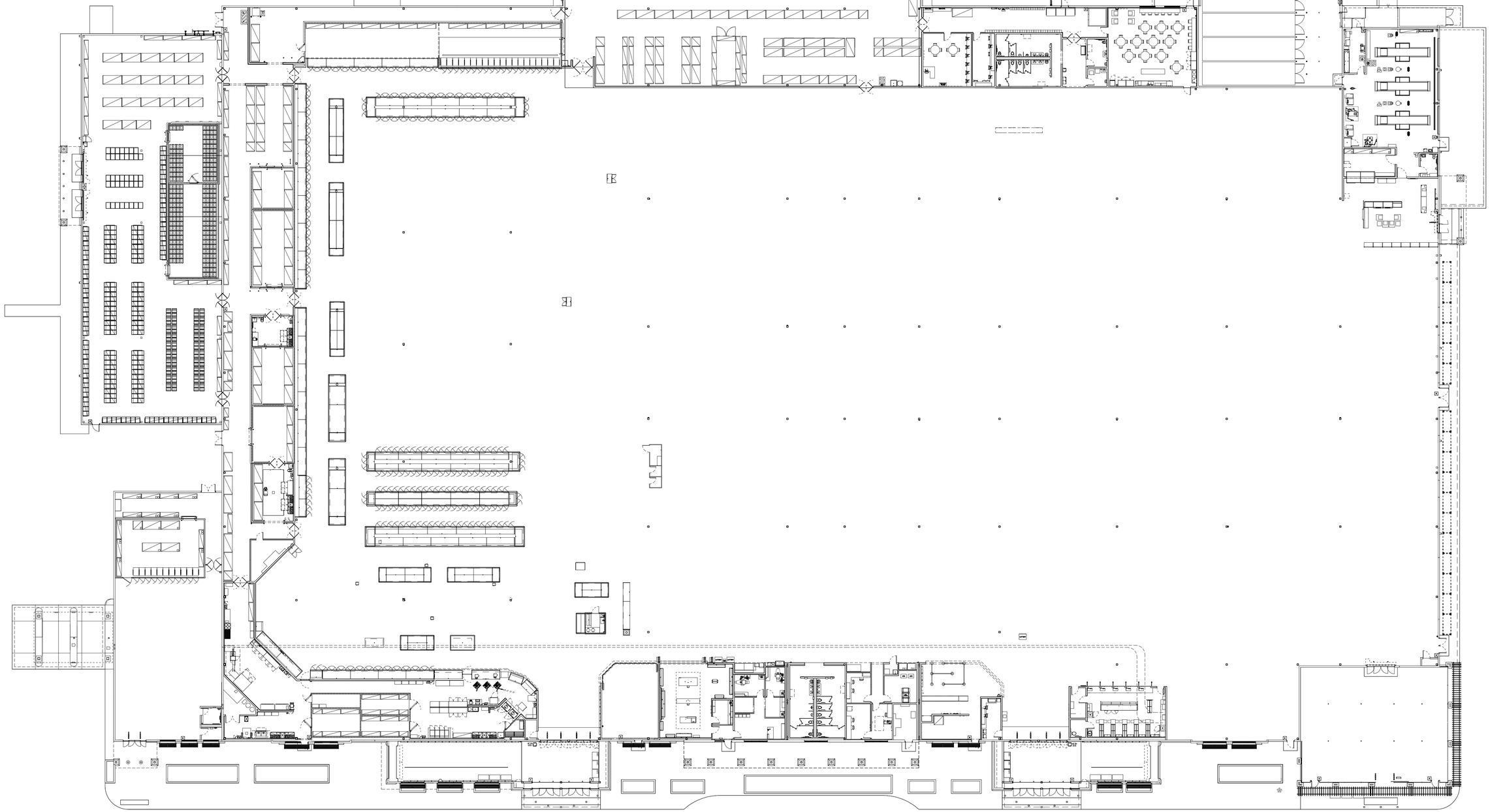
SCREEN COMPACTOR

SCREEN TRUCKWELL

SCREEN TRUCKWELL

DISCLOSURE HIGHLIGHTS:

- FLOOR PLAN IS SUBJECT TO CHANGE TO MEET LATEST PROTOTYPICAL STANDARDS WHEN CONSTRUCTION DOCUMENTS PWO.



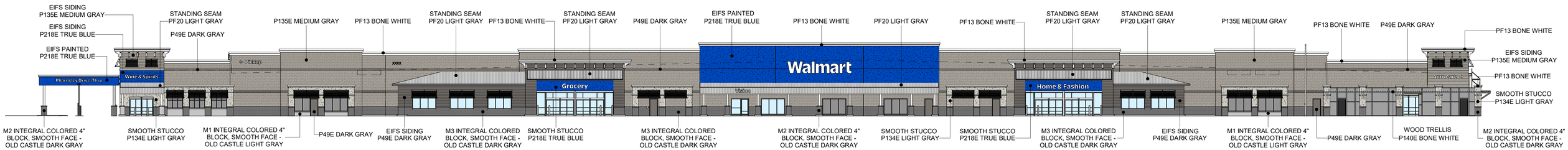
brr	03/26/26	Walmart	# 90108	PALM COAST, FL	FLOOR PLAN	BD6

DISCLOSURE HIGHLIGHTS:

- FLOOR PLAN IS SUBJECT TO CHANGE TO MEET LATEST PROTOTYPICAL STANDARDS WHEN CONSTRUCTION DOCUMENTS PWO.

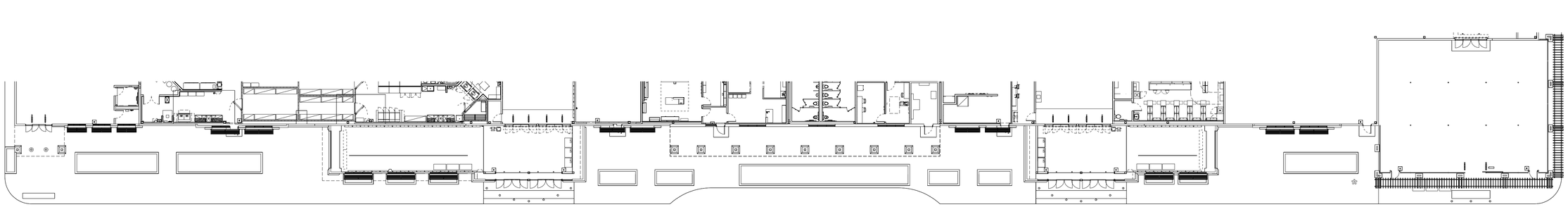
3 FRONT ELEVATION 01/27/26

1/4" = 1'-0"



2 FRONT ELEVATION 03/26/26

1" = 20'-0"



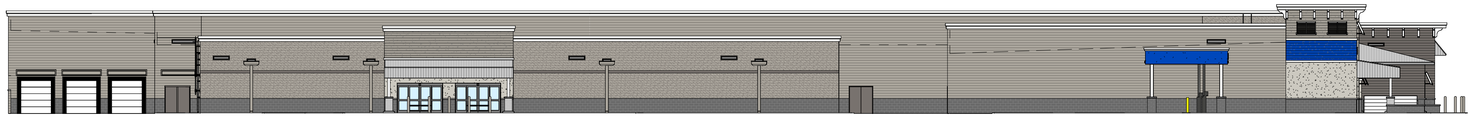
1 FLOOR PLAN

1" = 20'-0"

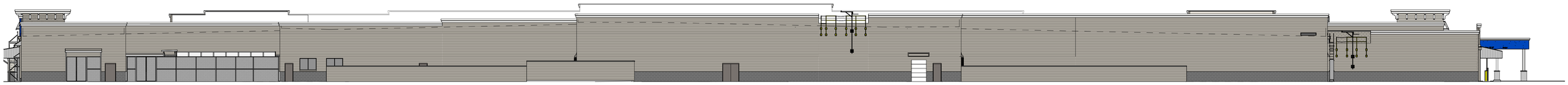
EIFS CORNICE PAINTED P140E BONE WHITE SW7004 "SNOWBOUND" LRV 83	SMOOTH STUCCO PAINTED P134E LIGHT GRAY SW7015 "REPOSE GRAY" LRV 58	SMOOTH STUCCO AND EIFS SIDING PAINTED P135E MEDIUM GRAY SW7017 '"DORIAN GRAY" LRV 39	EIFS SIDING PAINTED P49E DARK GRAY SW7019 "GAUNTLET GRAY" LRV 17	EIFS SIDING AND SMOOTH EIFS PAINTED P218E TRUE BLUE PANTONE 2728C	M1 INTEGRALLY COLORED CMU 4" BLOCK SMOOTH FACE OLD CASTLE LIGHT GRAY #4107	M2 INTEGRALLY COLORED CMU 4" BLOCK SMOOTH FACE OLD CASTLE DARK GRAY #4106	M3 INTEGRALLY COLORED CMU BLOCK SMOOTH FACE OLD CASTLE DARK GRAY #4106	PF-13 BONE WHITE PRE-FINISHED METAL REYNOBOND	PF-20 PRE-FINISHED STANDING SEAM METAL TO MATCH P134 LIGHT GRAY

brr	03/26/26	Walmart	# 90108	PALM COAST, FL	FLOOR PLAN AND ELEVATION COMPARISON

BD6.1

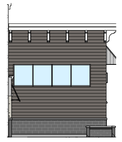


6 SIDE ELEVATION
1" = 20'-0"



5 REAR ELEVATION
1" = 20'-0"

GR VESTIBULE SIDE ELEVATION
4 1/16" = 1'-0"



GM VESTIBULE SIDE ELEVATION
3 1/16" = 1'-0"

2 SIDE ELEVATION
1" = 20'-0"

1 FRONT ELEVATION
1" = 20'-0"

EIFS CORNICE PAINTED P140E BONE WHITE SW7004 "SNOWBOUND" LRV 83

SMOOTH STUCCO PAINTED P134E LIGHT GRAY SW7015 "REPOSE GRAY" LRV 58

SMOOTH STUCCO AND EIFS SIDING PAINTED P135E MEDIUM GRAY SW7017 "DORIAN GRAY" LRV 39

EIFS SIDING PAINTED P49E DARK GRAY SW7019 "GAUNTLET GRAY" LRV 17

EIFS SIDING AND SMOOTH EIFS PAINTED P218E TRUE BLUE PANTONE 2728C

M1 INTEGRALLY COLORED CMU 4" BLOCK SMOOTH FACE OLD CASTLE LIGHT GRAY #4107

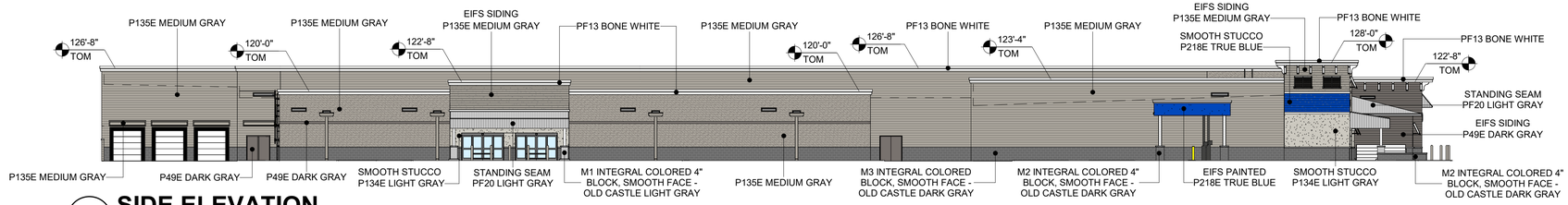
M2 INTEGRALLY COLORED CMU 4" BLOCK SMOOTH FACE OLD CASTLE DARK GRAY #4106

M3 INTEGRALLY COLORED CMU BLOCK SMOOTH FACE OLD CASTLE DARK GRAY #4106

PF-13 BONE WHITE PRE-FINISHED METAL REYNOBOND

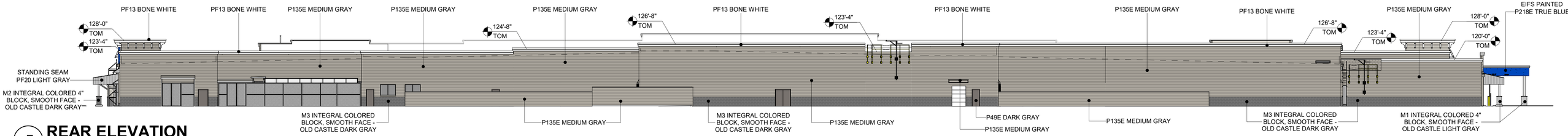
PF-20 PRE-FINISHED STANDING SEAM METAL TO MATCH P134 LIGHT GRAY

brr | 03/26/26 | Walmart | # 90108 | PALM COAST, FL | PRESENTATION ELEVATIONS | BD07



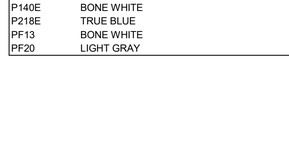
6 SIDE ELEVATION

1" = 20'-0"



5 REAR ELEVATION

1" = 20'-0"

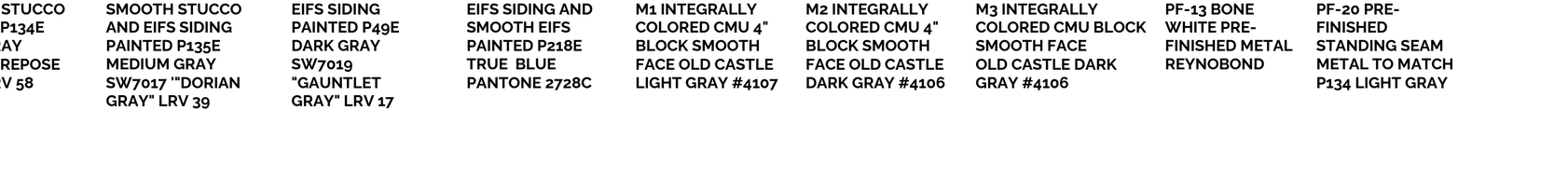


4 GM VESTIBULE SIDE ELEVATION

1/16" = 1'-0"

3 GR VESTIBULE SIDE ELEVATION

1/16" = 1'-0"



2 SIDE ELEVATION

1" = 20'-0"

1 FRONT ELEVATION

1" = 20'-0"

COLOR LEGEND	
M1	INTEGRAL COLORED 4" BLOCK, SMOOTH FACE - OLD CASTLE LIGHT GRAY
M2	INTEGRAL COLORED 4" BLOCK, SMOOTH FACE - OLD CASTLE DARK GRAY
M3	INTEGRAL COLORED BLOCK, SMOOTH FACE - OLD CASTLE DARK GRAY
P49E	DARK GRAY
P134E	LIGHT GRAY
P135E	MEDIUM GRAY
P140E	BONE WHITE
P218E	TRUE BLUE
PF13	BONE WHITE
PF20	LIGHT GRAY

EIFS CORNICE PAINTED P140E BONE WHITE SW7004 "SNOWBOUND" LRV 83

SMOOTH STUCCO PAINTED P134E LIGHT GRAY SW7015 "REPOSE GRAY" LRV 58

SMOOTH STUCCO AND EIFS SIDING PAINTED P135E MEDIUM GRAY SW7017 '"DORIAN GRAY" LRV 39

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M3 INTEGRALLY COLORED CMU BLOCK SMOOTH FACE OLD CASTLE DARK GRAY #4106

PF-13 BONE WHITE PRE-FINISHED METAL REYNOBOND

PF-20 PRE-FINISHED STANDING SEAM METAL TO MATCH P134 LIGHT GRAY

brr	03/26/26	Walmart	# 90108	PALM COAST, FL	WINE & SPIRITS PERSPECTIVE	BD9.1

brr	03/26/26	Walmart	# 90108	PALM COAST, FL	GARDEN CENTER PERSPECTIVE	BD9.2

brr	03/26/26	Walmart	# 90108	PALM COAST, FL	GROCERY PERSPECTIVE	BD9.3

brr	03/26/26	Walmart	# 90108	PALM COAST, FL	BRAND WALL PERSPECTIVE	BD9.4

brr	03/26/26	Walmart	# 90108	PALM COAST, FL	AUTO CARE CENTER PERSPECTIVE	BD9.5

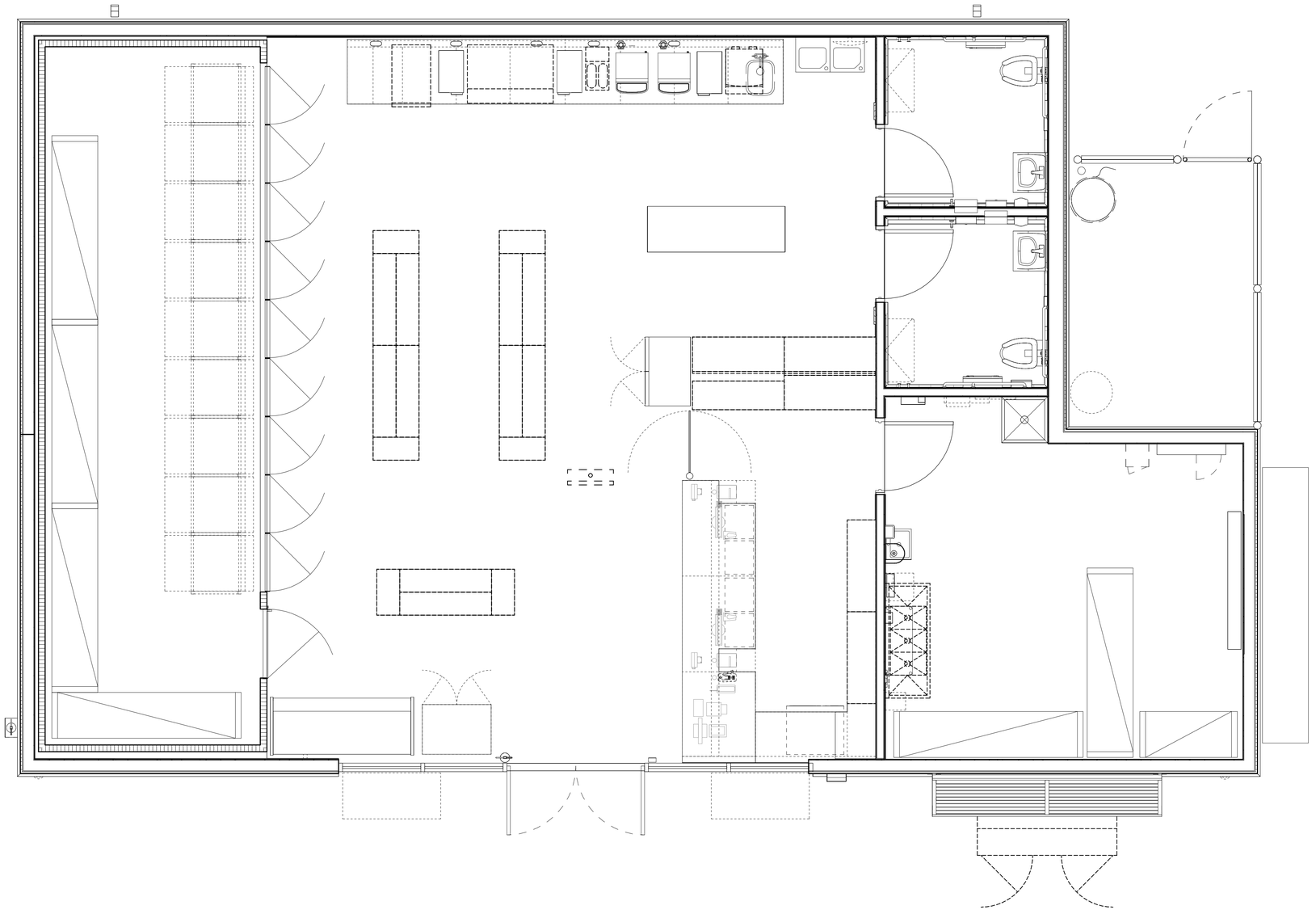
brr	03/26/26	Walmart	# 90108	PALM COAST, FL	OPD PERSPECTIVE

BD9.6

brr	03/26/26	Walmart	# 90108	PALM COAST, FL	FUEL STATION PERSPECTIVE	BD9.7

brr	03/26/26	Walmart	# 90108	PALM COAST, FL	OVERALL PERSPECTIVE

BD9.8



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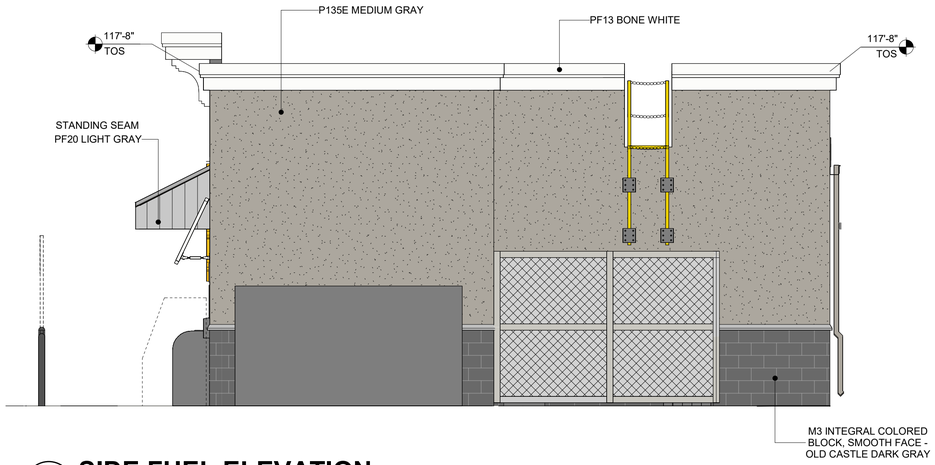
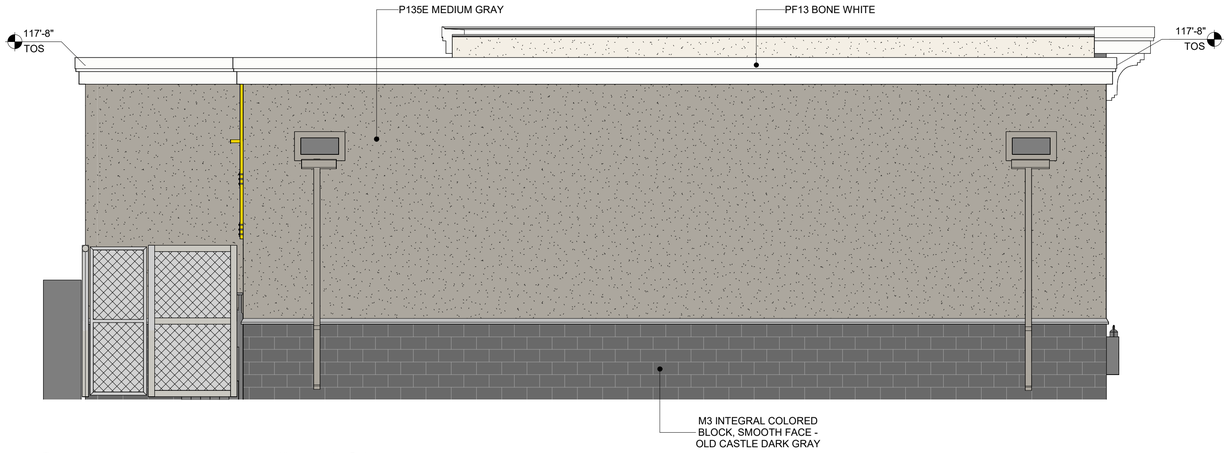


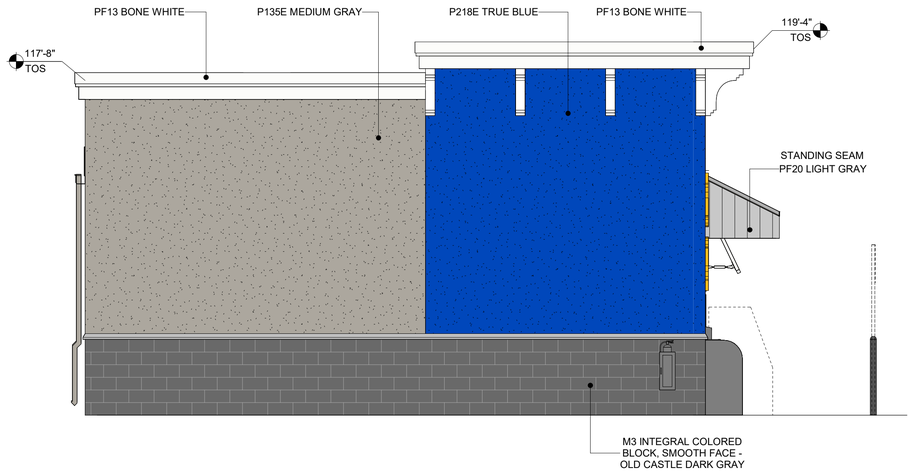
4 SIDE FUEL ELEVATION

1/4" = 1'-0"



3 REAR FUEL ELEVATION

1/4" = 1'-0"



2 SIDE FUEL ELEVATION

1/4" = 1'-0"

1 FRONT FUEL ELEVATION

1/4" = 1'-0"

EIFS CORNICE PAINTED P140E BONE WHITE SW7004 "SNOWBOUND" LRV 83

SMOOTH STUCCO PAINTED P134E LIGHT GRAY SW7015 "REPOSE GRAY" LRV 58

P220E SKY BLUE

PAINT P219E EVERY DAY BLUE

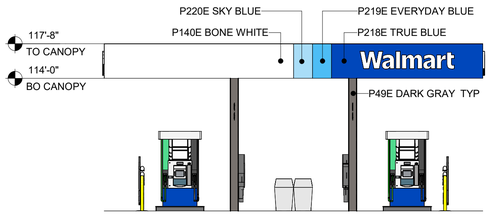
EIFS SIDING AND SMOOTH EIFS PAINTED P218E TRUE BLUE PANTONE 2728C

M3 INTEGRALLY COLORED CMU BLOCK SMOOTH FACE OLD CASTLE DARK GRAY #4106

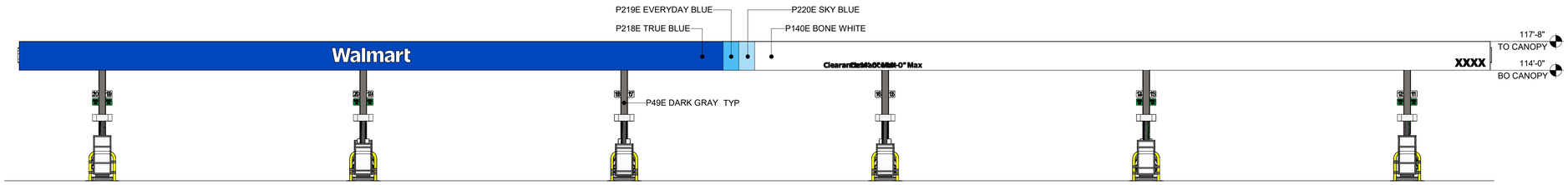
PF-13 BONE WHITE PRE-FINISHED METAL REYNOBOND

PF-20 PRE-FINISHED STANDING SEAM METAL TO MATCH P134 LIGHT GRAY

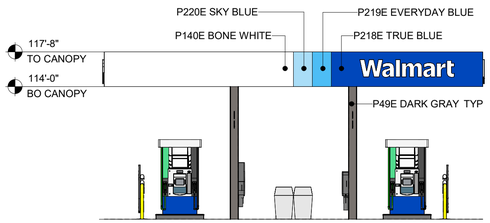
COLOR LEGEND	
P49E	DARK GRAY
P140E	BONE WHITE
P218E	TRUE BLUE
P219E	EVERYDAY BLUE
P220E	SKY BLUE



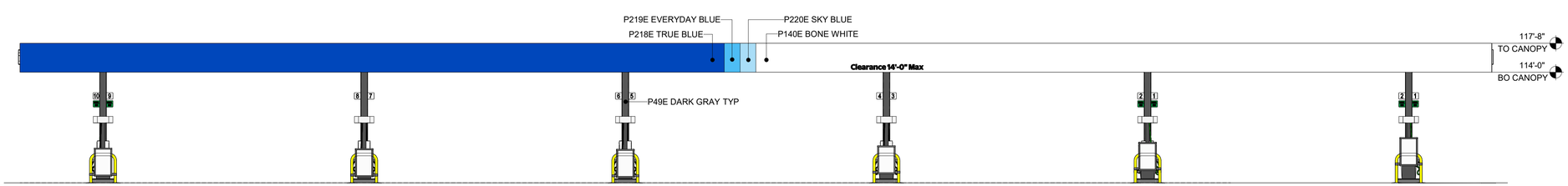
4 SIDE CANOPY ELEVATION
1/8" = 1'-0"



3 REAR CANOPY ELEVATION
1/8" = 1'-0"

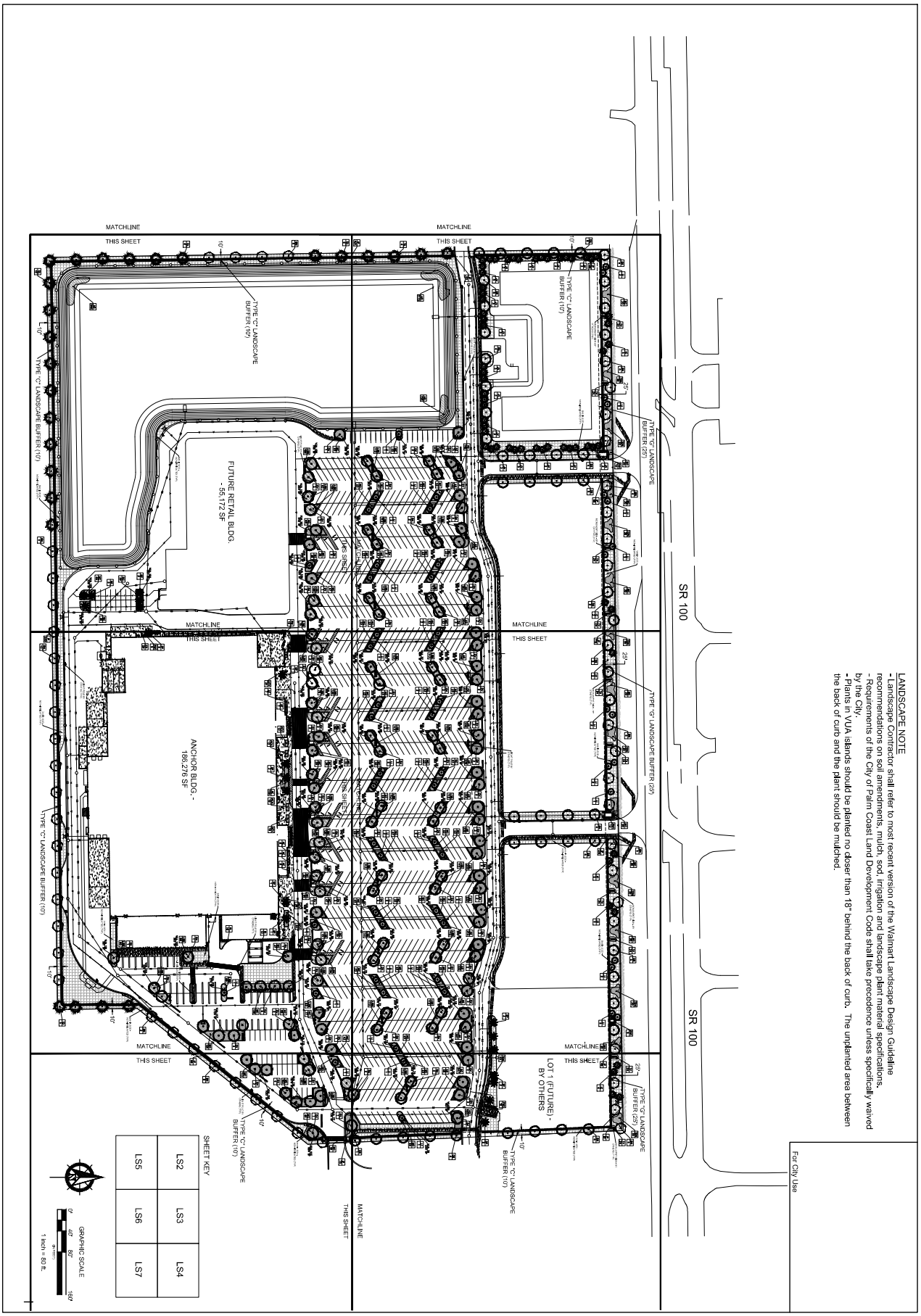


2 SIDE CANOPY ELEVATION
1/8" = 1'-0"



1 FRONT CANOPY ELEVATION
1/8" = 1'-0"

brr	03/26/26	Walmart	# 90108	PALM COAST, FL	FUEL CANOPY ELEVATIONS	BD13



LANDSCAPE NOTE

- Landscape Contractor shall refer to most recent version of the Walmart Landscape Design Guideline recommendations on soil amendments, mulch, sod, irrigation and landscape plant material specifications.
- Requirements of the City of Palm Coast Land Development Code shall take precedence unless specifically waived by the City.
- Plants in VUA islands should be planted no closer than 18" behind the back of curb. The unplanted area between the back of curb and the plant should be mulched.

LS1

Sheet 1

FLAGLER LANDING

Flagler Venture, LLC

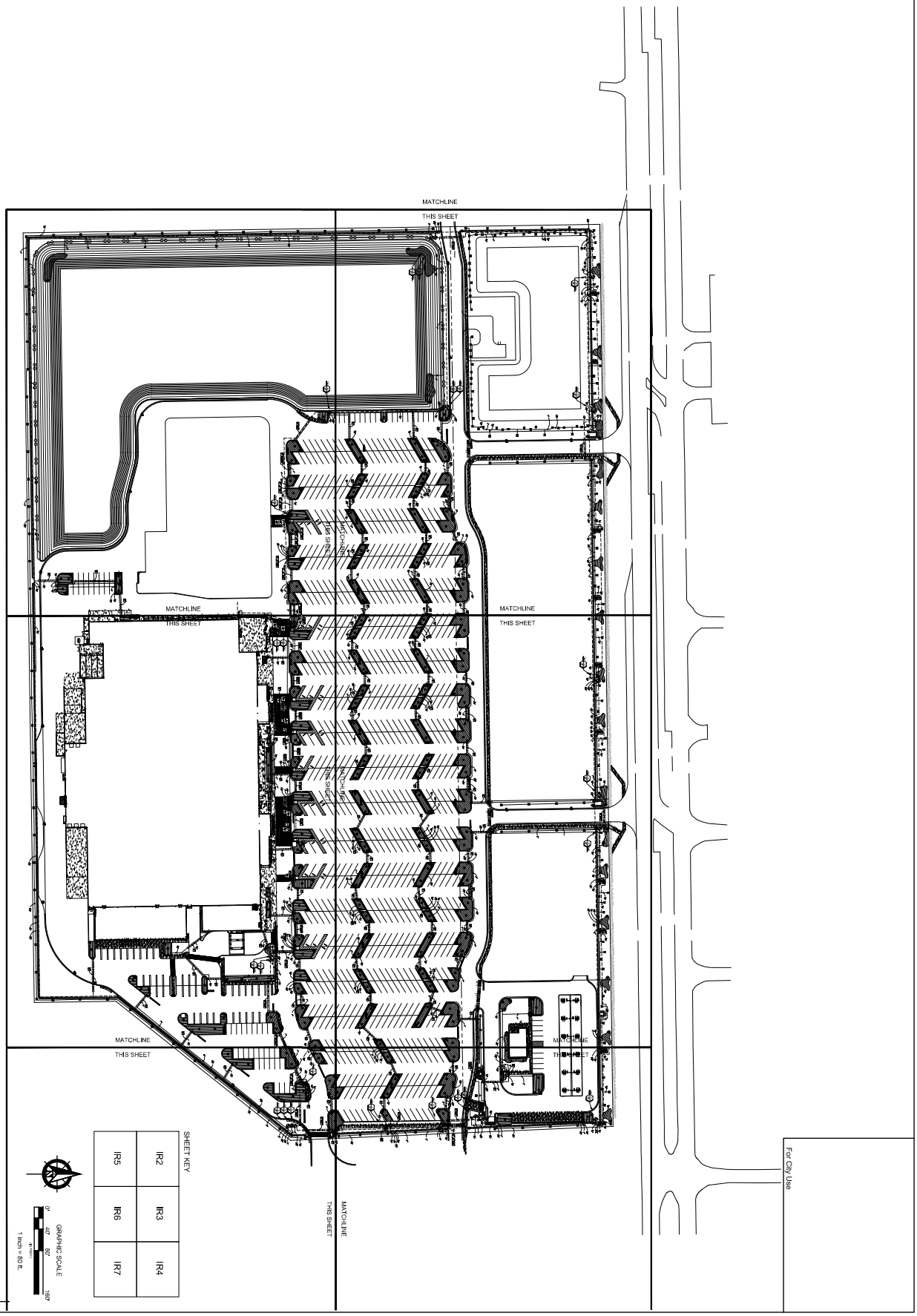
PALM COAST, FLAGLER COUNTY, FLORIDA

OVERALL LANDSCAPE PLAN

BEEBE & ASSOCIATES, INC.
Golf Course Design, Renovation, Landscape Architecture & Consulting
250 Palm Coast Parkway NE, Suite #607, PMB128, Palm Coast, Florida 32137-8225
Phone: (386) 931-1202 Fax: (386) 446-8306 Email: michael@beebeassociates.com

Michael Beebe
Florida LA# 0000927

Date: 7-8-2026
Scale: 1" = 30'
Drawn: MB
Checked By: MB
Revisions:



IR1
Sheet 9

FLAGLER LANDING

Flagler Venture, LLC
PALM COAST, FLAGLER COUNTY, FLORIDA

OVERALL IRRIGATION PLAN

BEEBE & ASSOCIATES, INC.
Golf Course Design, Renovation, Landscape Architecture & Consulting
250 Palm Coast Parkway NE, Suite #607, PMB128, Palm Coast, Florida 32137-8225
Phone: (386) 931-1202 Fax: (386) 446-8306 Email: michael@beebeeandassociates.com

Michael Beebe
Florida LA# 0000927

Date: 5-19-2026
Scale: 1" = 30'
Drawn: MB
Checked By: MB
Revisions:

Flagler Landing
Palm Coast, Florida

Traffic Impact Analysis

Prepared for: Flagler Landing, LLC.

By: LTG, Inc.

Revised July 2026

LTG Engineering & Planning

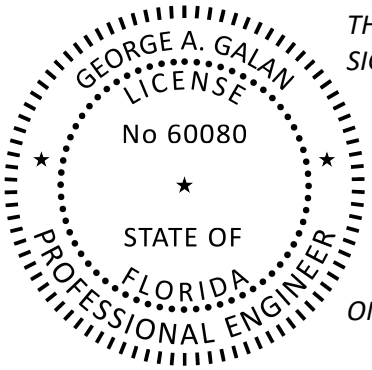
PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with LTG, Inc., a corporation authorized to operate as an engineering business, F030424608005, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Flagler Landings – Traffic Impact Analysis
LOCATION: Palm Coast, Florida
CLIENT: Flagler Landing, LLC
JOB #: 5964.02

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
LTG, Inc.
1540 West Granada Boulevard Suite 2
Ormond Beach, FL 32174
Vendor No. F030424608005
386-257-2571



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

George A Galan Date: 2026.07.30 16:03:41-04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LTG, INC.
1450 WEST GRANADA BOULEVARD SUITE 2
ORMOND BEACH, FL 32174
VENDOR NO. F030424608005
GEORGE A. GALAN, P.E. NO. 60080

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1

INTRODUCTION

LTG, Inc. (LTG) has been retained by Flagler Landing, LLC to prepare a Traffic Impact Analysis (TIA) for the proposed Flagler Landing mixed use development. The development is located south of SR 100, between McCormick Drive and Bulldog Drive in the City of Palm Coast, Florida. **Figure 1** shows the location of the project relative to the surrounding road network and a preliminary site plan is attached as **Appendix A.** The approved methodology is attached as **Appendix B.** Build-out of the proposed development is anticipated by 2027. The proposed access plan for the project includes two (2) directional median openings on SR 100 and an internal shared connection with the Wholesale Club/mixed commercial development to the east of the site, which will provide access to the McCormick Drive, signalized intersection. The development will consist of:

- Free-Standing Discount Superstore: 185,492 sq-ft
- Building Materials and Lumber Store: 55,172 sq-ft
- Convenience Store/Gas Station: 12 Vehicle Fueling Positions
- One (1) Automated Car Wash: 1 Car Wash Tunnel
- One (1) Small Office Building: 4,000 sq-ft
- Two (2) High-Turnover Sit-Down Restaurants: 6,500 sq-ft
- One (1) Medical Dental Office: 3,750 sq-ft
- One (1) Animal Hospital/Veterinary Clinic: 4,000 sq-ft
- Two (2) Fast-Food Restaurants with Drive-Through: 5,700 sq-ft
- One (1) Drive-In Bank: 3,000 sq-ft
- Two (2) Fast Casual Restaurants: 6,000 sq-ft

Study Area

The study area consists of the following intersections and roadway segments as approved in the TIA methodology letter submitted to Palm Coast:

Roadway Segments:

- SR 100 from Belle Terre Boulevard to Old Kings Road
- Belle Terre Parkway from Royal Palms Parkway to SR 100
- Belle Terre Boulevard from SR 100 to US 1
- Town Center Boulevard from Royal Palms Parkway to SR 100
- Seminole Woods Boulevard from SR 100 to Citation Parkway
- Old Kings Road from Town Center Boulevard to Palm Coast City Limits

Intersections:

- SR 100 at Belle Terre Boulevard
- SR 100 at Landing Boulevard
- SR 100 at Bulldog Drive
- SR 100 at Palm Coast Auto/Directional Median Opening (project access)
- SR 100 at Central Baptist Church drive and Directional Median Opening (project access)
- SR 100 at McCormick Drive
- SR 100 at Seminole Woods Boulevard
- SR 100 at I-95 Ramps
- SR 100 at Old Kings Road
- SR 100 at BJs Wholesale Club Directional Median Opening (city request)
- Seminole Woods Boulevard at RaceTrac Driveway (city request)

Flagler Landing	N NTS	**Project Location Map** Project No.: 5964.02 | Figure 1	LTG Engineering & Planning 1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Study Procedures

Standard engineering and planning procedures were used to determine the impacts of this project. Reference data was obtained from the Florida Department of Transportation (FDOT), Flagler County Planning and Zoning Department, the Institute of Transportation Engineers (ITE), the Volusia Flagler Transportation Planning Organization (VFTPO), the City of Palm Coast, and the National Cooperative Highway Research Program (NCHRP).

Planned Roadway Improvements

Information on programmed or planned roadway improvements in the area of interest was obtained from FDOT, Flagler County, the City of Palm Coast, and previously approved projects. At this time, FDOT has provided supplemental information regarding future improvements along the SR 100 corridor which affect signal timings and intersection geometry as mentioned below:

- AM Peak Hour cycle length to 130 seconds; PM peak hour cycle length to 140 seconds
- SR 100 at Belle Terre Boulevard
    - Remove northbound and southbound through movements
    - Restrict eastbound and westbound U-turns
    - Add westbound right-turn lane
    - Add westbound left turn lane
    - Convert northbound through lane to right turn lane (dual right turn lanes)
    - Convert southbound through lane to left turn lane (dual left turn lanes)
- SR 100 at Bulldog Drive
    - Remove northbound and southbound through movements
    - Restrict eastbound and westbound U-turns
    - Convert shared northbound through-right turn lane to right turn lane (dual right turn lanes)
    - Convert southbound through lane to left turn lane (dual left turn lanes)
- SR 100 at Palm Coast Auto/Directional Median Opening
    - Signalize intersection
- SR 100 at McCormick Drive
    - Remove northbound through lane
    - Remove southbound through and left turn lane
    - Restrict eastbound and westbound U-turns
    - Convert northbound through lane to left turn lane (dual left turns)
- SR 100 at BJs Wholesale Club Directional Median Opening
    - Signalize intersection
- SR 100 at Seminole Woods Boulevard
    - Remove northbound and southbound through movements
    - Restrict eastbound and westbound U-turns
    - Convert northbound through lane to left turn lane (dual left turn lanes)
    - Add additional northbound right turn lane (dual right turn lanes)
    - Convert southbound through lane to left turn lane (dual left turn lanes)

2

EXISTING ROADWAY ANALYSIS

Turning movement counts (TMCs) were conducted during the AM and PM peak hours of May 22nd and July 15th, 2025, at the study area intersections. The turning movement counts were adjusted by the FDOT Seasonal Factor specified for the week the data was collected (≥1). The existing AM and PM peak-hour traffic volumes used in the analysis are depicted in **Figure 2A and 2B**. The raw turning movement counts and the FDOT Peak Season Factor Category Report are provided as **Appendix C**.

Existing Roadway Segment Analysis

Roadway LOS describes the operating condition determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measure of several factors which include speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety, and vehicle operating costs. Six LOS categories have been established as standards by which to gauge roadway performance, designated by the letters A through F. The LOS categories are defined as follows:

Level of Service A:	*Free flow, individual users virtually unaffected by the presence of others*
Level of Service B:	*Stable flow with a high degree of freedom to select operating conditions*
Level of Service C:	*Flow remains stable, but with significant interactions with others.*
Level of Service D:	*High-density stable flow in which the freedom to maneuver is severely restricted.*
Level of Service E:	*This condition represents the capacity level of the road.*
Level of Service F:	*Forced flow in which the traffic exceeds the amount that can be served.*

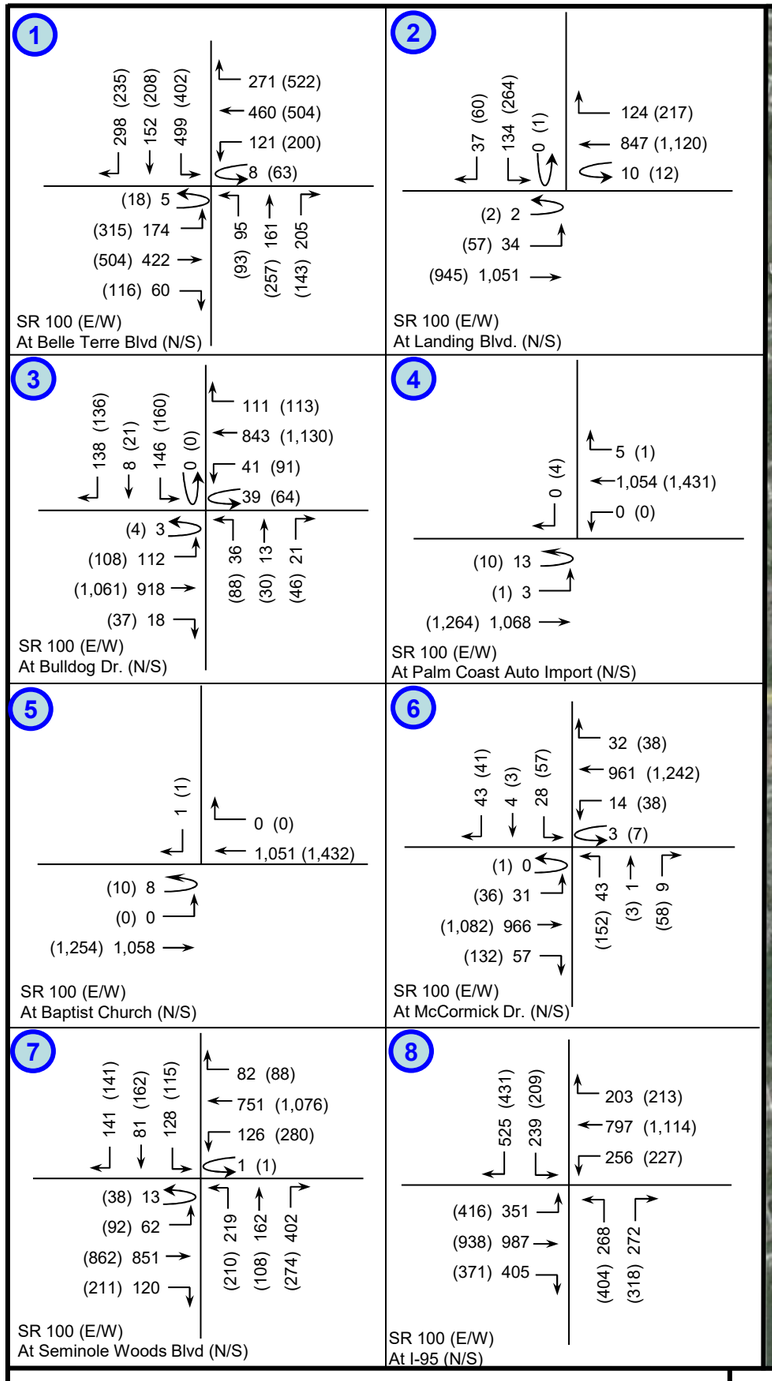
The Average Annual Daily Traffic (AADT) for the study roadway segments was obtained from historical AADT data provided by the City of Palm Coast (2025) and Florida Traffic Online (2024) where applicable. The existing LOS for the study area road segments during the peak hour are provided in **Table 1**.

As shown in the table, all of the study area segments are currently operating within the adopted LOS.

Existing Intersection Analysis

The operating conditions at the study area intersections were evaluated using *Synchro*. **Table 2** presents the existing AM and PM peak hour Level of Service (LOS) at the study area intersections. The traffic signal timing sheets for the signalized intersections are provided as **Appendix D,** and the *Synchro* summary sheets are provided as **Appendix E**.

As indicated in the table, the intersections of SR 100 at Belle Terre Boulevard, Seminole Woods Boulevard, and Old Kings Road are currently operating outside of the adopted LOS and with v/c ratios greater than 1.0 under existing conditions during the AM and PM peak hour.



Flagler Landing

N

NTS

2025 Existing A.M. & P.M. Turning Movement Counts

Project Number: 5964.02

Figure 2A

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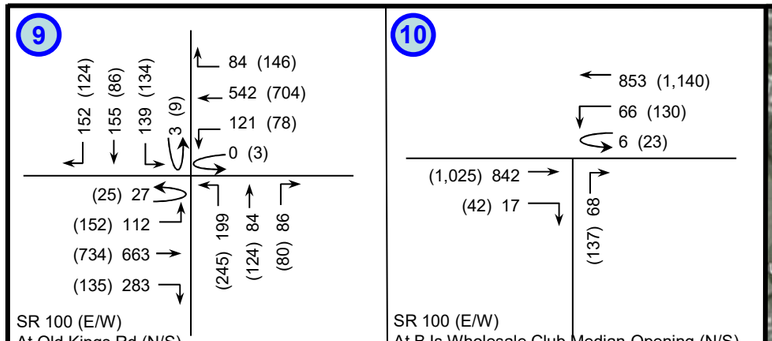
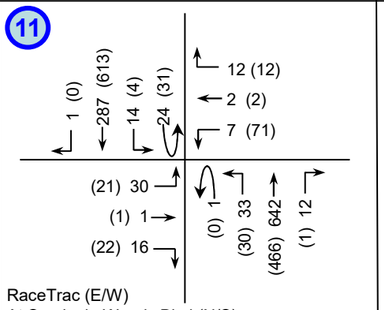
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227





Legend:

XX = A.M. Peak-Hour

(XX) = P.M. Peak-Hour

(#) = Study Intersection

Flagler Landing

N

NTS

2025 Existing A.M. & P.M. Turning Movement Counts

Project Number: 5964.02

Figure 2B

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Table 1
Existing PM Peak Hour LOS - Roadway Segments

Roadway	Segment		Location ID[1]	No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	2025 AADT[2]		K-Factor		2025 Existing PM Peak-Hour Two-Way Volume[3]		Existing Volume Exceed Adopted LOS?
	From:	To:					City Reported	FDOT	City Reported	FDOT	City Reported	FDOT	
SR 100	Old Kings Rd.	I-95	3530	4	D	3,580	27,323	30,000	0.0818	0.090	2,235	2,700	No
	I-95	Memorial Medical Pkwy	3525	4	D	3,580	40,472	36,500	0.0789	0.090	3,193	3,285	No
	Memorial Medical Pkwy	Seminole Woods Blvd.	3520	4	D	3,580	35,649	36,500	0.0757	0.090	2,699	3,285	No
	Seminole Woods Blvd.	Bulldog Dr.	3515	4	D	3,580	34,085	25,000	0.0820	0.090	2,795	2,250	No
	Bulldog Dr.	Landings Blvd.	3510	4	D	3,580	33,126	25,000	0.0792	0.090	2,624	2,250	No
	Landings Blvd.	Belle Terre Pkwy	3505	4	D	3,580	29,226	25,000	0.0847	0.090	2,475	2,250	No
Belle Terre Parkway	Royal Palms Pkwy	East Hampton Blvd.	1254	4	D	3,580	28,770	-	0.0943	-	2,713	-	No
	East Hampton Blvd.	SR 100	1260	4	D	3,580	27,655	-	0.0858	-	2,373	-	No
Belle Terre Boulevard	SR 100	Zebulas Trail	1263	2	D	2,170	9,846	-	0.0886	-	872	-	No
	Zebulas Trail	Zaun Trail	1265	2	D	2,170	8,268	-	0.0818	-	676	-	No
	Zaun Trail	Citation Pkwy	1270	2	D	2,170	6,044	-	0.0874	-	528	-	No
	Citation Pkwy	US 1	1275	2	D	2,170	5,032	-	0.0938	-	472	-	No
Town Center Boulevard	SR 100	Hospital Drive	4100	4	D	5,900	8,370	-	0.1133	-	948	-	No
	Hospital Dr.	Central Ave.	4110	4	D	5,900	9,391	-	0.1056	-	992	-	No
	Central Avenue	Lake Ave.	4120	2	D	2,170	8,113	-	0.1371	-	1,112	-	No
	Lake Ave.	Royal Palms Pkwy	4130	2	D	2,170	7,785	-	0.1038	-	808	-	No
Seminole Woods Boulevard	SR 100	Ulaturn Place	3325	4	D	5,900	14,303	-	0.0849	-	1,214	-	No
	Ulaturn Place	Citation Pkwy	3300	4	D	5,900	14,084	-	0.0849	-	1,196	-	No
Old Kings Road	Town Center Blvd.	SR 100	2745	4	D	5,900	8,695	-	0.0934	-	812	-	No
	SR 100	Palm Coast City Limit	2750	2	D	2,170	8,806	-	0.1558	-	1,372	-	No

[1]Number of Lanes, Adopted LOS. Existing Peak-Hour Two-Way Capacity obtained from 2023 Palm Coast Transportation Facility Status Report

[2]2025 AADT data provided by COPC staff in March 2026.

[3]Exisitng PM Peak-Hour Two-Way Volume calculated by multiplying the existing 2025 AADT by the K-factor

Table 2
Existing AM and PM Peak Hour Intersection Analysis

Intersection	Adopted LOS	Control Type	Time Period	EB		WB		NB		SB		Overall		
				Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Max V/C
1. SR 100 at Belle Terre Boulevard	D	Traffic Signal	AM	46.00	D	41.40	D	78.70	E	82.30	F	61.60	E	0.980
			PM	49.70	D	51.90	D	90.30	F	75.10	E	62.30	E	0.930
2. SR 100 at Landing Boulevard	D	Traffic Signal	AM	6.00	A	7.40	A	-	-	60.30	E	10.80	B	0.760
			PM	8.90	A	11.50	B	-	-	55.00	E	15.80	B	0.800
3. SR 100 at Bulldog Drive	D	Traffic Signal	AM	23.90	C	42.40	D	80.40	F	80.90	F	40.10	D	0.870
			PM	29.00	C	50.50	E	80.00	E	80.00	F	46.60	D	0.860
4. SR 100 at Palm Coast Import Auto	D	TWSC	AM	18.40	C	0.00	A	-	-	0.00	A	18.40	C	0.062
			PM	29.30	D	0.00	A	-	-	15.50	C	29.30	D	0.073
5. SR 100 at Central Baptist Church	D	TWSC	AM	19.70	C	-	-	-	-	13.00	B	19.70	C	0.035
			PM	30.50	D	-	-	-	-	15.40	C	30.50	D	0.070
6. SR 100 at McCormick Drive	D	Traffic Signal	AM	12.60	B	2.20	A	83.40	F	87.70	F	12.10	B	0.800
			PM	30.50	C	4.60	A	83.50	F	93.80	F	24.80	C	0.870
7. SR 100 at Seminole Woods Boulevard	D	Traffic Signal	AM	17.00	B	40.20	D	123.80	F	57.70	F	55.50	E	1.250
			PM	17.10	B	39.30	D	142.50	F	82.70	F	54.00	D	1.240
8. SR 100 at I-95 Ramps	D	Traffic Signal	AM	30.50	C	16.50	B	74.10	E	72.10	E	32.90	C	0.880
			PM	35.90	D	13.10	B	71.00	E	64.10	E	32.80	C	0.910
9. SR 100 at Old Kings Road	D	Traffic Signal	AM	2.70	A	23.30	C	68.00	E	68.40	E	25.00	C	0.860
			PM	2.70	A	21.30	C	68.10	E	72.60	E	25.10	C	0.790
10. SR 100 at BJs Wholesale Club Median Opening	D	TWSC	AM	-	-	11.60	B	13.00	B	-	-	13.00	B	0.148
			PM	-	-	16.40	C	15.50	C	-	-	16.40	C	0.296
11. Seminole Woods Boulevard at RaceTrac Driveway	D	TWSC	AM	14.40	B	13.60	B	0.00	A	13.20	A	14.40	B	0.082
			PM	15.70	C	20.40	C	9.00	A	11.80	B	20.40	C	0.066

**Overall delay (sec.) for unsignalized intersection reports results for the critical movements.*

3

2027 FUTURE TRAFFIC CONDITIONS

Background traffic in the area is expected to grow due to local government approvals. The following section documents the methods used to project 2027 future background traffic conditions.

2027 Background Traffic

Traffic growth rates from historic City of Palm Coast's 2023 Average Annual Daily Traffic (AADT) counts, 2025 AADT Counts provided by City staff, and Florida Traffic Online (2024) from the past five years were determined for each study area roadway segment using FDOT's *Traffic Trends* software. **Table 3** presents the average annual growth rates and the growth rate applied to the factored existing traffic volumes to project background traffic for the year 2027. As agreed in the methodology phase of the analysis, the minimum growth rate to be used is two percent (2%). Per City staff, maximum growth rate is five percent (5%). Copies of the trends calculations are provided as **Appendix F**. Per City staff, vested data to be included in the roadway segment analysis will be obtained from the Palm Coast Transportation Facility Status Report (dated May 2026). Vested project data applied to the intersections is also provided in **Appendix F**. At the direction of City staff, the highest of the resulting peak hour trip increase, between the annual historical growth rate and the vested trips, was used to in the analysis.

Table 3
Annual Growth Rates

Roadway	Segment		Historical Average Annual Growth Rate					Vested Trips	Growth Method Applied
			R^2	Historical Annual Growth	Applied Annual Growth Rate	Growth Factor	Peak Hour Trip Increase		
SR 100	Old Kings Road	I-95	75.8%	7.45%	5.00%	1.10	224	876	Vested Trips
	I-95	Memorial Medical Pkwy	99.1%	13.69%	5.00%	1.10	320	1,106	Vested Trips
	Memorial Medical Pkwy	Seminole Woods Blvd.	98.6%	1.96%	2.00%	1.04	108	1,082	Vested Trips
	Seminole Woods Blvd.	Bulldog Dr.	94.2%	-0.20%	2.00%	1.04	112	484	Vested Trips
	Bulldog Drive	Landings Blvd.	43.8%	-1.03%	2.00%	1.04	105	431	Vested Trips
	Landings Blvd.	Belle Terre Pkwy	61.3%	-2.11%	2.00%	1.04	99	385	Vested Trips
Belle Terre Parkway	Royal Palms Pkwy	East Hampton Blvd.	93.5%	-2.07%	2.00%	1.04	109	399	Vested Trips
	East Hampton Blvd.	SR 100	16.1%	-1.38%	2.00%	1.04	95	286	Vested Trips
Belle Terre Boulevard	SR 100	Zebulas Trail	98.0%	2.69%	2.69%	1.05	47	298	Vested Trips
	Zebulas Trail	Zaun Trail	99.5%	3.21%	3.21%	1.06	44	286	Vested Trips
	Zaun Trail	Citation Pkwy	98.0%	4.44%	4.44%	1.09	47	286	Vested Trips
	Citation Pkwy	US 1	79.4%	3.40%	3.40%	1.07	32	219	Vested Trips
Town Center Boulevard	SR 100	Hospital Dr.	99.4%	6.43%	5.00%	1.10	95	730	Vested Trips
	Hospital Dr.	Central Ave.	81.3%	6.67%	5.00%	1.10	99	693	Vested Trips
	Central Ave.	Lake Ave.	99.9%	8.64%	5.00%	1.10	112	14	Historical Growth
	Lake Ave.	Royal Palms Pkwy	97.2%	12.35%	5.00%	1.10	81	14	Historical Growth
Seminole Woods Boulevard	SR 100	Ulaturn Place	78.7%	2.97%	2.97%	1.06	72	673	Vested Trips
	Ulaturn Place	Citation Pkwy	97.3%	9.26%	5.00%	1.10	119	675	Vested Trips
Old Kings Road	Town Center Blvd.	SR 100	98.1%	-5.30%	2.00%	1.04	33	385	Vested Trips
	SR 100	Palm Coast City Limit	66.8%	9.18%	5.00%	1.10	137	212	Vested Trips

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4

2027 BACKGROUND ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the future 2027 roadway conditions to determine potential impacts and to investigate mitigation requirements. **Figure 3A** and **Figure 3B** graphically depict the AM and PM peak-hour 2027 background trips at the study area intersections. The results of the analysis are presented below.

2027 BACKGROUND ROADWAY SEGMENT ANALYSIS

The study area roadway segments were analyzed under 2027 background conditions to determine the anticipated two-way peak-hour LOS. The results are provided in **Table 4**. The future background traffic includes the vested trips and/or respective growth rates on each segment. As indicated, the study area roadway segments of SR 100 from I-95 to Seminole Woods Boulevard are expected to operate outside of the adopted LOS under background conditions. The segments were analyzed with the following improvements:

SR 100 from I-95 to Memorial Medical Parkway

- Widen to 6 lanes

SR 100 from Memorial Medical Parkway to Seminole Woods Boulevard

- Widen to 6 lanes

The results are also shown in **Table 4.**

2027 Background Intersection Analysis

The study area intersections were analyzed to determine the operating conditions under 2027 background conditions and the results are presented in **Table 5.** The *Synchro* summary sheets are included in **Appendix G.** Please note, a column mentioning which HCM methodology was used to determine the results of each intersection is provided.

As indicated in the table, under background conditions the intersections of SR 100 at Central Baptist Church and Old Kings Road are expected to operate outside of the adopted LOS and/or with v/c ratios greater than 1.0. The intersections were re-analyzed with the following improvements:

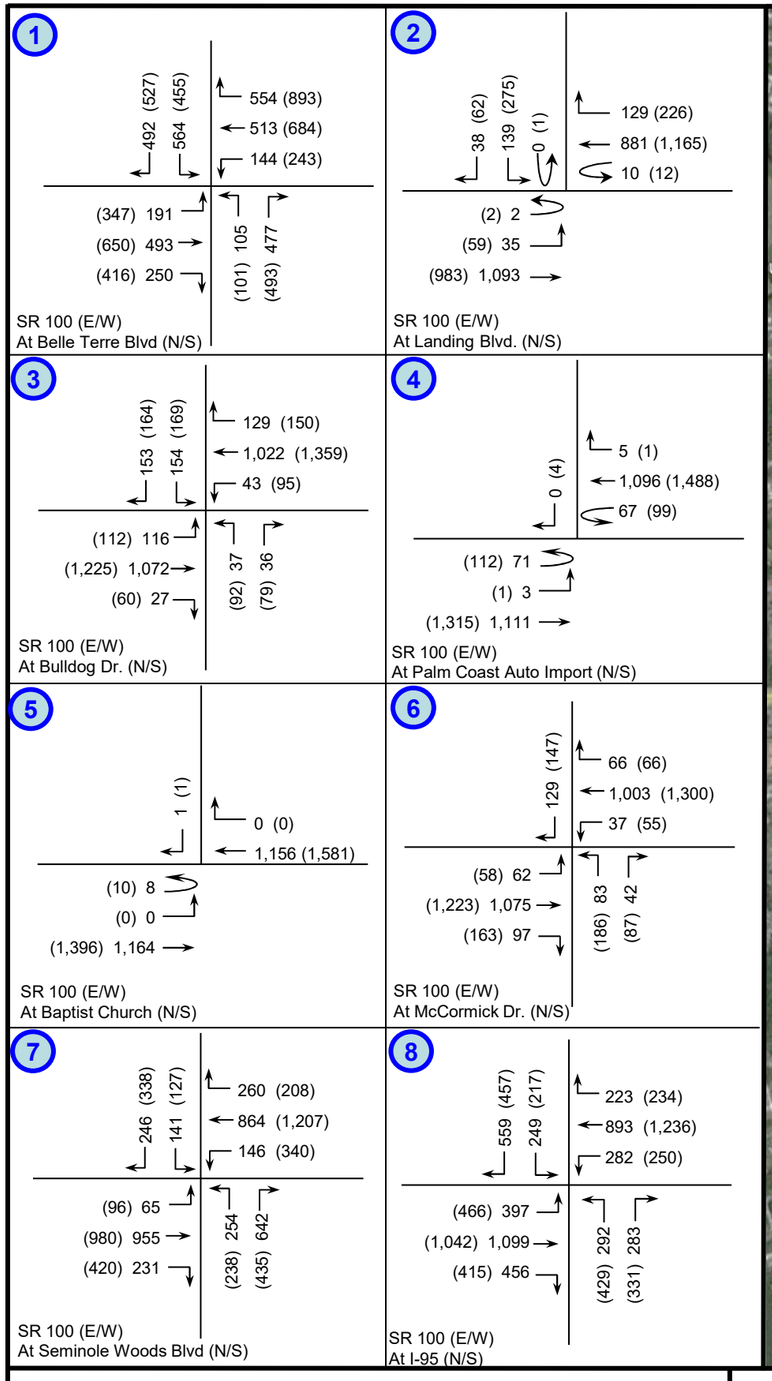
SR 100 at Central Baptist Church

- It is common that unsignalized intersections operate at higher levels of service with extended delay along the minor street approaches during the peak hours when conflicted with high major street volumes. Even with the excessive delay during the PM peak hour, the volume-to-capacity (v/c) ratios are less than 1.0. Additional monitoring is recommended.

SR 100 at Old Kings Road

- Optimize timings in the PM peak hour

The improved intersections *Synchro* summary sheets are attached as **Appendix H**. The results are shown below in **Table 6**.



Flagler Landing

N

NTS

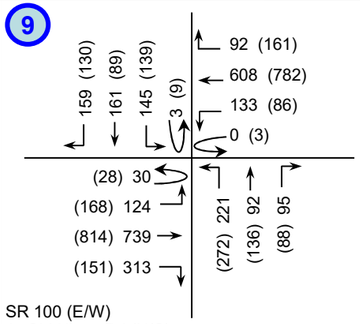
2027 Background A.M. & P.M. Turning Movement Counts

Project Number: 5964.02

Figure 3A

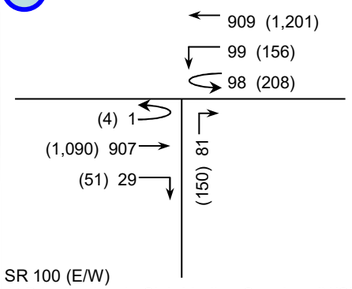
LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

9



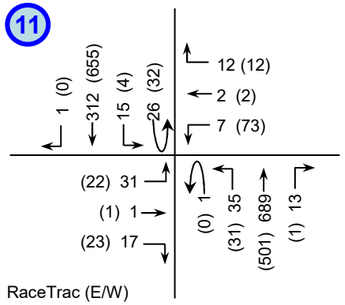
SR 100 (E/W)
At Old Kings Rd (N/S)

10



SR 100 (E/W)
At BJs Wholesale Club Median Opening. (N/S)

11



RaceTrac (E/W)
At Seminole Woods Blvd.(N/S)

Legend:

XX = A.M. Peak-Hour

(XX) = P.M. Peak-Hour

(#) = Study Intersection

Flagler Landing

N

NTS

2027 Background A.M. & P.M. Turning Movement Counts

Project Number: 5964.02

Figure 3B

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Table 4
2027 Background PM Peak Hour LOS - Roadway Segments

Roadway	Segment		Location ID	No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	2025 Existing Peak-Hour Two-Way Volume[1]	Annual Growth Rate	Vested Trips[2]	Applied Growth Method	2027 Total Background Volume	Background Volume Exceed Adopted LOS?
SR 100	Old Kings Rd.	I-95	3530	4	D	3,580	2,235	-	876	Vested Trips	3,111	No
	I-95	Memorial Medical Pkwy	3525	4	D	3,580	3,193	-	1,106	Vested Trips	4,299	Yes
	Memorial Medical Pkwy	Seminole Woods Blvd.	3520	4	D	3,580	2,699	-	1,082	Vested Trips	3,781	Yes
	Seminole Woods Blvd.	Bulldog Dr.	3515	4	D	3,580	2,795	-	484	Vested Trips	3,279	No
	Bulldog Dr.	Landings Blvd.	3510	4	D	3,580	2,624	-	431	Vested Trips	3,055	No
	Landings Blvd.	Belle Terre Pkwy	3505	4	D	3,580	2,475	-	385	Vested Trips	2,860	No
Belle Terre Parkway	Royal Palms Pkwy	East Hampton Blvd.	1254	4	D	3,580	2,713	-	399	Vested Trips	3,112	No
	East Hampton Blvd.	SR 100	1260	4	D	3,580	2,373	-	286	Vested Trips	2,659	No
Belle Terre Boulevard	SR 100	Zebulas Trail	1263	2	D	2,170	872	-	298	Vested Trips	1,170	No
	Zebulas Trail	Zaun Trail	1265	2	D	2,170	676	-	286	Vested Trips	962	No
	Zaun Trail	Citation Pkwy	1270	2	D	2,170	528	-	286	Vested Trips	814	No
	Citation Pkwy	US 1	1275	2	D	2,170	472	-	219	Vested Trips	691	No
Town Center Boulevard	SR 100	Hospital Dr.	4100	4	D	5,900	948	-	730	Vested Trips	1,678	No
	Hospital Dr.	Central Ave.	4110	4	D	5,900	992	-	693	Vested Trips	1,685	No
	Central Ave.	Lake Ave.	4120	2	D	2,170	1,112	5.00%	-	Historical Growth	1,224	No
	Lake Ave.	Royal Palms Pkwy	4130	2	D	2,170	808	5.00%	-	Historical Growth	889	No
Seminole Woods Boulevard	SR 100	Ulaturn Place	3325	4	D	5,900	1,214	-	673	Vested Trips	1,887	No
	Ulaturn Place	Citation Pkwy	3300	4	D	5,900	1,196	-	675	Vested Trips	1,871	No
Old Kings Road	Town Center Blvd.	SR 100	2745	4	D	5,900	812	-	385	Vested Trips	1,197	No
	SR 100	Palm Coast City Limit	2750	2	D	2,170	1,372	-	212	Vested Trips	1,509	No
Segments - Improved												
SR 100	I-95	Memorial Medical Pkwy	3525	6	D	5,390	3,193	-	1,106	Vested Trips	4,299	No
	Memorial Medical Pkwy	Seminole Woods Blvd.	3520	6	D	5,390	2,699	-	1,082	Vested Trips	3,781	No

[1]Existing Peak Hour Two-Way Volume, as reported by the COPC, used in the future conditions assessment.

[2]Vested trip data obtained from COPC Transportation Facility Status Report (May 2026).

Table 5
2027 Background AM and PM Peak Hour Intersection Analysis

Background Conditions																
Intersection	Adopted LOS	Control Type	Methodology	Time Period	EB		WB		NB		SB		Overall		
					Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
1. SR 100 at Belle Terre Boulevard	D	Traffic Signal	Synchro LVT	AM	27.90	C	14.50	B	42.80	D	32.70	C	27.30	C	0.800
				PM	31.10	C	18.40	B	41.30	D	32.40	C	27.80	C	0.720
2. SR 100 at Landing Boulevard	D	Traffic Signal	HCM 7th	AM	36.00	D	44.70	D	-	-	68.00	E	42.20	D	0.830
				PM	27.20	C	42.10	D	-	-	64.60	E	39.20	D	0.860
3. SR 100 at Bulldog Drive	D	Traffic Signal	HCM 7th	AM	3.20	A	47.20	C	59.60	E	64.70	E	27.80	C	0.840
				PM	5.40	A	10.70	B	80.50	F	72.70	E	13.60	B	0.880
4. SR 100 at Palm Coast Import Auto	D	Traffic Signal	HCM 2000	AM	3.30	A	3.40	A	-	-	0.00	A	3.30	A	0.570
				PM	9.70	A	4.30	A	-	-	0.00	A	6.90	A	0.610
5. SR 100 at Central Baptist Church	D	TWSC	HCM 7th	AM	22.70	C	-	-	-	-	13.80	B	22.70	C	0.042
				PM	38.00	E	-	-	-	-	16.70	C	38.00	E	0.089
6. SR 100 at McCormick Drive	D	Traffic Signal	HCM 2000	AM	7.30	A	5.70	A	56.20	E	48.00	D	11.00	B	0.500
				PM	10.20	B	16.10	B	58.40	E	51.00	D	18.60	C	0.610
7. SR 100 at Seminole Woods Boulevard	D	Traffic Signal	Synchro LVT	AM	25.20	C	16.60	B	50.90	D	33.00	C	29.20	C	0.890
				PM	21.40	C	15.90	B	40.40	D	49.70	D	25.10	C	0.820
8. SR 100 at I-95 Ramps	D	Traffic Signal	HCM 7th	AM	47.10	D	5.90	A	60.40	E	57.70	E	34.10	C	0.880
				PM	40.40	D	10.40	B	63.40	E	54.50	D	31.70	C	0.890
9. SR 100 at Old Kings Road	D	Traffic Signal	HCM 7th	AM	47.40	D	54.50	D	46.40	D	66.50	E	51.80	D	0.950
				PM	38.40	D	49.10	D	100.10	F	71.80	E	54.10	D	1.040
10. SR 100 at BJs Wholesale Club Median Opening	D	Traffic Signal	HCM 2000	AM	2.20	A	11.80	A	5.80	A	-	-	7.30	A	0.750
				PM	4.40	A	13.10	B	10.10	B	-	-	9.50	A	0.860
11. Seminole Woods Boulevard at RaceTrac Driveway	D	TWSC	HCM 7th	AM	15.10	C	14.20	B	-	NR	14.00	B	15.10	C	0.090
				PM	16.50	C	22.40	C	9.20	A	12.30	B	22.40	C	0.072

**Overall Delay for unsignalized intersection reports the critical movement delay and LOS results*

***NR = No LOS Delay results reported.*

Table 6
2027 Background AM and PM Peak Hour - Improved Intersection Analysis

Background Conditions Improved															
					EB		WB		NB		SB		Overall		
Intersection	Adopted LOS	Control Type		Time Period	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
9. SR 100 at Old Kings Road	D	Traffic Signal	HCM 7th	PM	35.50	D	39.60	D	59.30	E	63.20	E	42.70	D	0.89

5

2027 FUTURE BUILD-OUT ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the roadway conditions at the time of build-out to determine potential impacts of project-generated trips and identify mitigation requirements. The improvements recommended in 2027 background conditions have been included in the build-out analysis for those applicable intersections and roadway segments.

Project Trip Generation

The trip generation for the development was determined using the Institute of Transportation Engineers (ITE) 11th Edition of the *Trip Generation Manual*. Due to the mixed-use nature of the site, a certain portion of the project trips, known as internal capture, are expected to remain internal to the site. The internal capture for the project was determined using the NCHRP Report 684 and resulted in a 17% reduction in AM peak hour trips, and a 19% reduction in PM peak hour trips. In addition, a portion of the trips generated, known as pass-by capture, are expected to be attracted from existing traffic on the adjacent roadways (SR 100). Using the pass-by capture rates documented in ITE resulted in 634 AM peak hour trips, and 1,172 PM peak hour trips. However, due to standard guidelines adopted by the VFTPO the pass-by trips have been limited to 10% of the adjacent roadway traffic.

The gross project trip generation for the Flagler Landings development is presented in **Table 7** and the net project trips resulting from the subtraction of both internal capture and ITE pass-by trips are shown in **Table 8**.

Table 7
Gross Project Trip Generation

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	Free-Standing Discount Superstore	813	T=50.52(X)	185.49	KSF	50%	50%	4,686	4,686	9,372
	Building Materials and Lumber Store	812	T=17.05(X)	55.17	KSF	50%	50%	471	471	942
	Convenience Store/Gas Station (2-4K)	945	T=265.12(X)	12	VFP	50%	50%	1,591	1,591	3,182
	Automated Car Wash	948	*	1	Tunnel	50%	50%	390	390	780
	Small Office Building	712	T=14.39(X)	4.00	KSF	50%	50%	29	29	58
	High-Turnover (Sit-Down) Restaurant	932	T=107.2(X)	6.50	KSF	50%	50%	348	349	697
	Medical Dental Office	720	T=42.97(X)-108.01	3.75	KSF	50%	50%	27	27	54
	Animal Hospital/Veterinary Clinic	640	T=21.5(X)	4.00	KSF	50%	50%	43	43	86
	Fast-Food with Drive Through	934	T=467.48(X)	5.70	KSF	50%	50%	1,332	1,333	2,665
	Drive-In Bank	912	T=100.35(X)	3.00	KSF	50%	50%	151	151	302
	Fast Casual Restaurant	930	T=97.14(X)	12.00	KSF	50%	50%	583	583	1,166
	Total:							**9,651**	**9,653**	**19,304**
AM Peak-Hour	Free-Standing Discount Superstore	813	T=1.86(X)	185.49	KSF	56%	44%	193	152	345
	Building Materials and Lumber Store	812	T=1.59(X)	55.17	KSF	62%	38%	55	33	88
	Convenience Store/Gas Station (2-4K)	945	T=16.06(X)	12	VFP	50%	50%	97	97	194
	Automated Car Wash	948	-	1	Tunnel	-	-	-	-	-
	Small Office Building	712	T=1.67(X)	4.00	KSF	82%	18%	6	1	7
	High-Turnover (Sit-Down) Restaurant	932	T=9.57(X)	6.50	KSF	55%	45%	34	28	62
	Medical Dental Office	720	Ln(T) = 0.9ln(X)+1.34	3.75	KSF	79%	21%	10	3	13
	Animal Hospital/Veterinary Clinic	640	T=3.64(X)	4.00	KSF	67%	33%	10	5	15
	Fast-Food with Drive Through	934	T=44.61(X)	5.70	KSF	51%	49%	130	124	254
	Drive-In Bank	912	T=9.95(X)	3.00	KSF	58%	42%	17	13	30
	Fast Casual Restaurant	930	T=1.43(X)	12.00	KSF	50%	50%	9	9	18
	Total:							**561**	**465**	**1,026**
PM Peak-Hour	Free-Standing Discount Superstore	813	T=4.33(X)	185.49	KSF	49%	51%	393	410	803
	Building Materials and Lumber Store	812	T=2.25(X)	55.17	KSF	46%	54%	57	67	124
	Convenience Store/Gas Station (2-4K)	945	T=18.42(X)	12	VFP	50%	50%	111	111	222
	Automated Car Wash	948	T=77.5(X)	1	Tunnel	50%	50%	39	39	78
	Small Office Building	712	T=2.16(X)	4.00	KSF	34%	66%	3	6	9
	High-Turnover (Sit-Down) Restaurant	932	T=9.05(X)	6.50	KSF	61%	39%	36	23	59
	Medical Dental Office	720	T=4.07(X)-3.17	3.75	KSF	30%	70%	4	8	12
	Animal Hospital/Veterinary Clinic	640	T=4.75(X)-6.96	4.00	KSF	40%	60%	5	7	12
	Fast-Food with Drive Through	934	T=33.03(X)	5.70	KSF	52%	48%	98	90	188
	Drive-In Bank	912	T=21.01(X)	3.00	KSF	50%	50%	32	32	64
	Fast Casual Restaurant	930	T=12.55(X)	12.00	KSF	55%	45%	83	68	151
	Total:							**861**	**861**	**1,722**

**Daily trips for Automated Car Wash were determined by assuming that the PM Peak-Hour trips were 10% of the total Daily trips.*

Table 8
Net Project Trip Generation

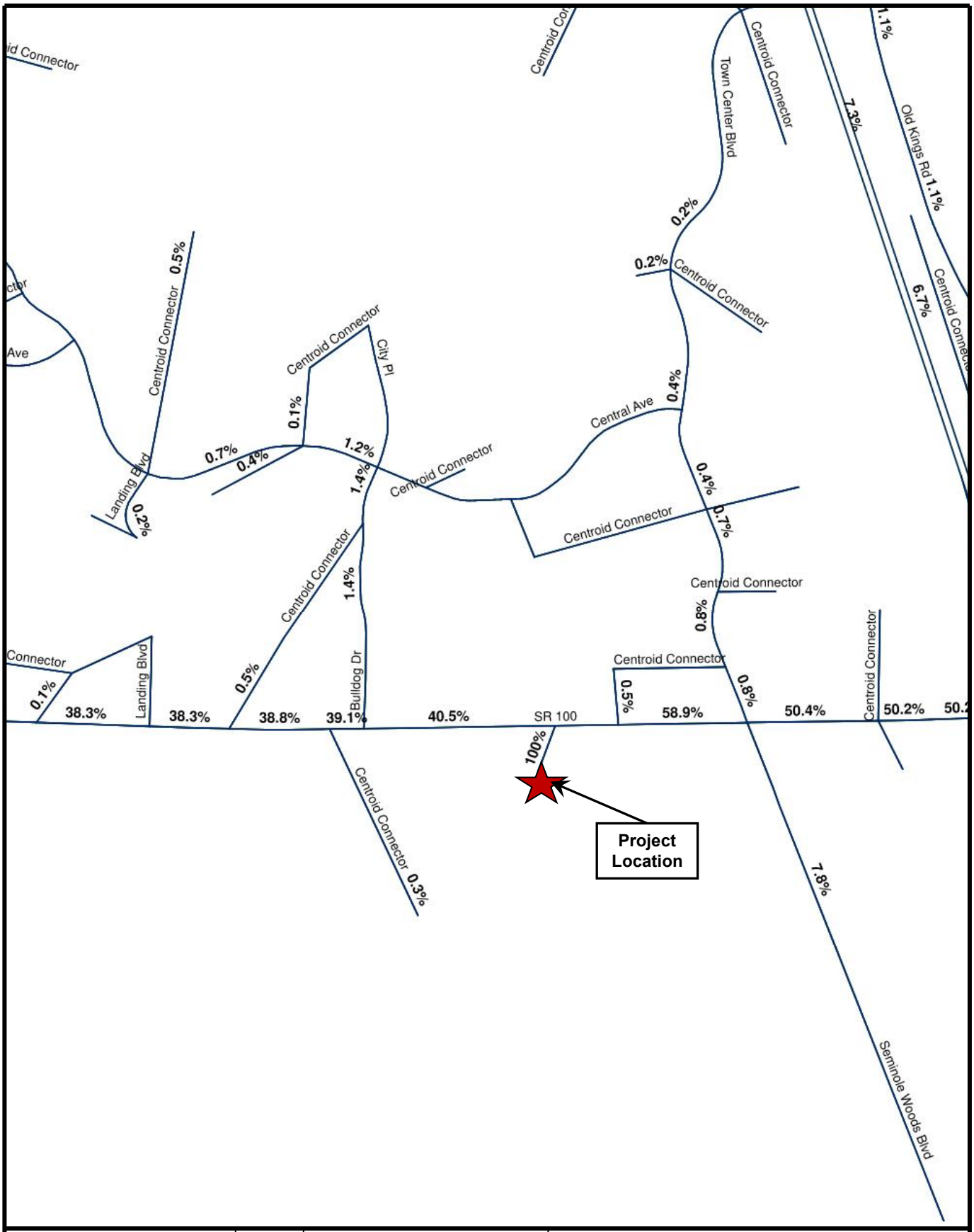
Time Period	Land Use	Total Trips			Internal Trips			Pass-by Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM Peak-Hour	Free-Standing Discount Superstore	193	152	345	16	21	37	0	0	0	177	131	308
	Building Materials and Lumber Store	55	33	88	5	5	10	0	0	0	50	28	78
	Convenience Store/Gas Station (2-4K)	97	97	194	8	13	21	61	61	122	28	23	51
	Automated Car Wash	0	0	0	0	0	0	0	0	0	0	0	0
	Small Office Building	6	1	7	1	1	2	0	0	0	5	0	5
	High-Turnover (Sit-Down) Restaurant	34	28	62	10	5	15	0	0	0	24	23	47
	Medical Dental Office	10	3	13	2	3	5	0	0	0	8	0	8
	Animal Hospital/Veterinary Clinic	10	5	15	2	5	7	0	0	0	8	0	8
	Fast-Food with Drive Through	130	124	254	38	22	60	46	44	90	46	58	104
	Drive-In Bank	17	13	30	3	11	14	2	2	4	12	0	12
	Fast Casual Restaurant	9	9	18	3	2	5	0	0	0	6	7	13
	Total:	**561**	**465**	**1,026**	**88**	**88**	**176**	**109**	**107**	**216**	**364**	**270**	**634**
PM Peak-Hour	Free-Standing Discount Superstore	393	410	803	59	52	111	48	50	98	286	308	594
	Building Materials and Lumber Store	57	67	124	9	9	18	0	0	0	48	58	106
	Convenience Store/Gas Station (2-4K)	111	111	222	17	14	31	35	35	70	59	62	121
	Automated Car Wash	39	39	78	0	0	0	0	0	0	39	39	78
	Small Office Building	3	6	9	1	1	2	0	0	0	2	5	7
	High-Turnover (Sit-Down) Restaurant	36	23	59	11	10	21	5	3	8	20	10	30
	Medical Dental Office	4	8	12	2	2	4	0	0	0	2	6	8
	Animal Hospital/Veterinary Clinic	5	7	12	2	2	4	0	0	0	3	5	8
	Fast-Food with Drive Through	98	90	188	29	39	68	17	15	32	52	36	88
	Drive-In Bank	32	32	64	12	8	20	4	4	7	16	20	36
	Fast Casual Restaurant	83	68	151	25	30	55	0	0	0	58	38	96
	Total:	**861**	**861**	**1,722**	**167**	**167**	**334**	**108**	**107**	**215**	**585**	**587**	**1,172**

Project Trip Distribution

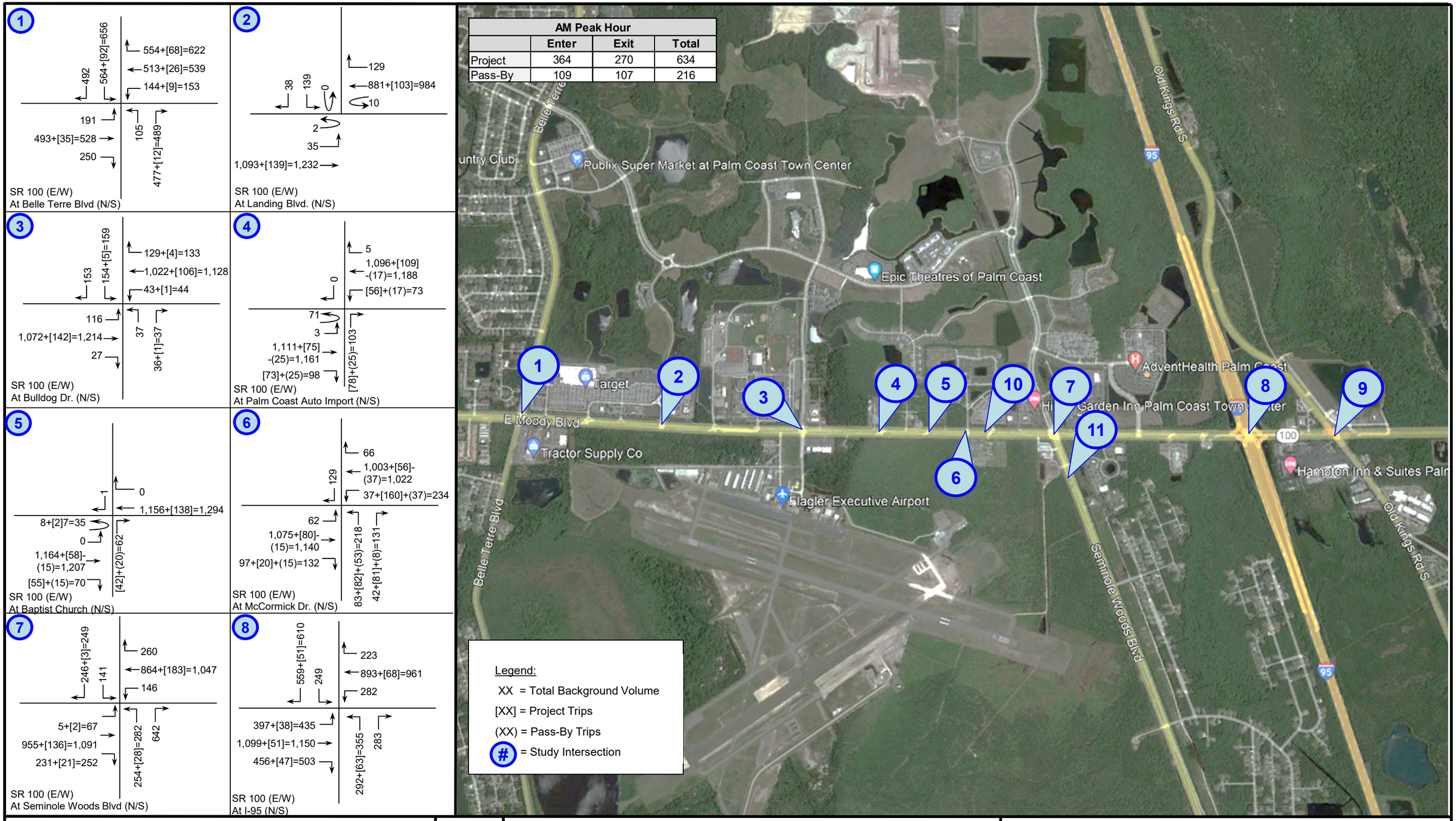
The Central Florida Regional Planning Model, version 7 (CFRPM) was used to determine the project trip distribution. The 2030 socio-economic (S/E) data sets and roadway network were used as the base network for the model. The resulting project trip distribution is illustrated in **Figure 4**.

Project Trip Assignment

Using the trip distribution, the AM and PM peak-hour project trips were assigned to the study area roadway network. **Figures 5A through 5D** graphically depict the total 2027 build-out traffic.



Flagler Landing	N NTS	**Project Trip Distribution** Project No.: 5964.02 | Figure 4	LTG Engineering & Planning 1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Flagler Landing

N

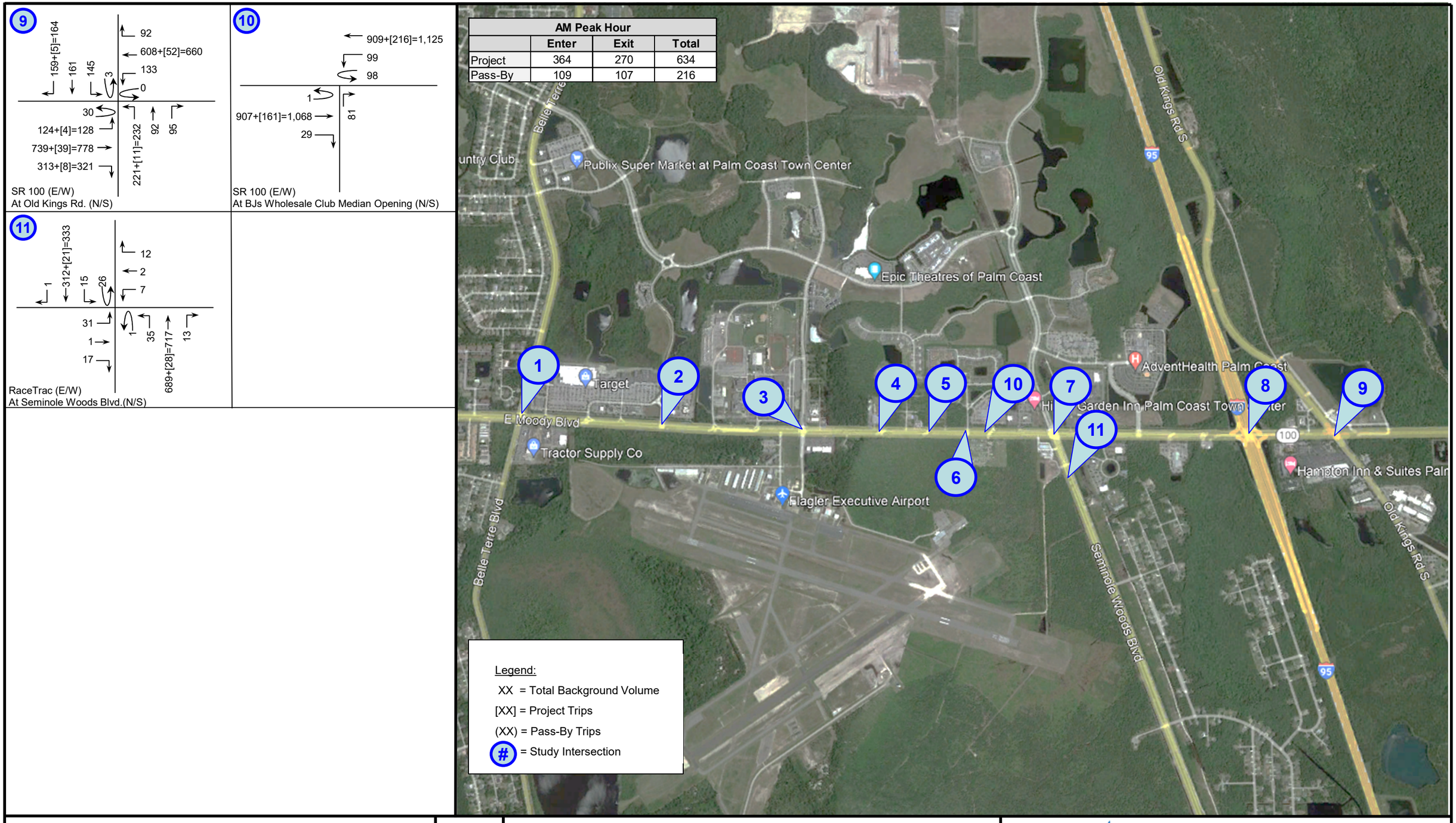
NTS

2027 Build-Out A.M. Peak-Hour Traffic Volumes

Project Number: 5964.02

Figure 5A

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Flagler Landing

N

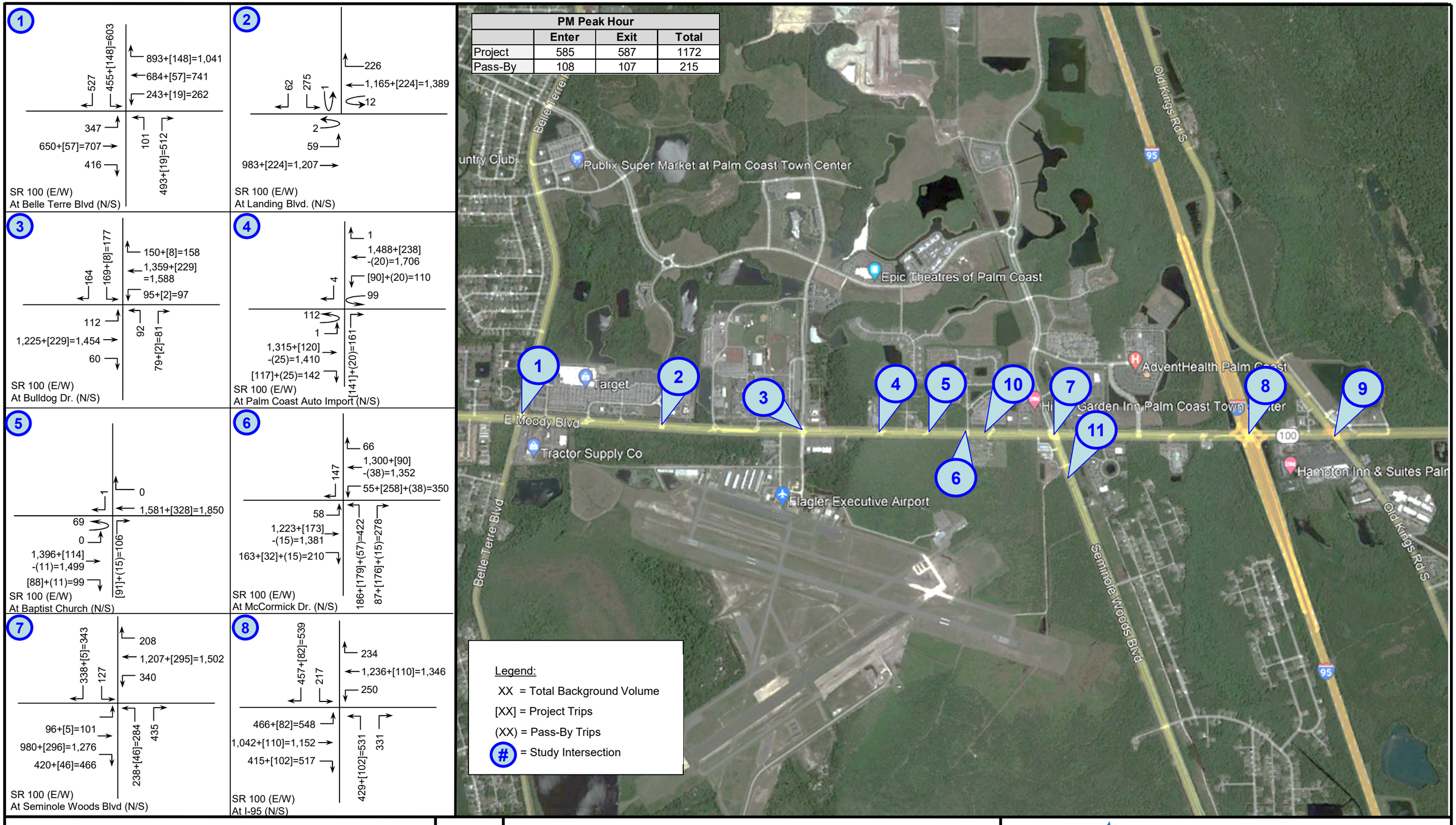
NTS

2027 Build-Out A.M. Peak-Hour Traffic Volumes

Project Number: 5964.02

Figure 5B

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Flagler Landing

N

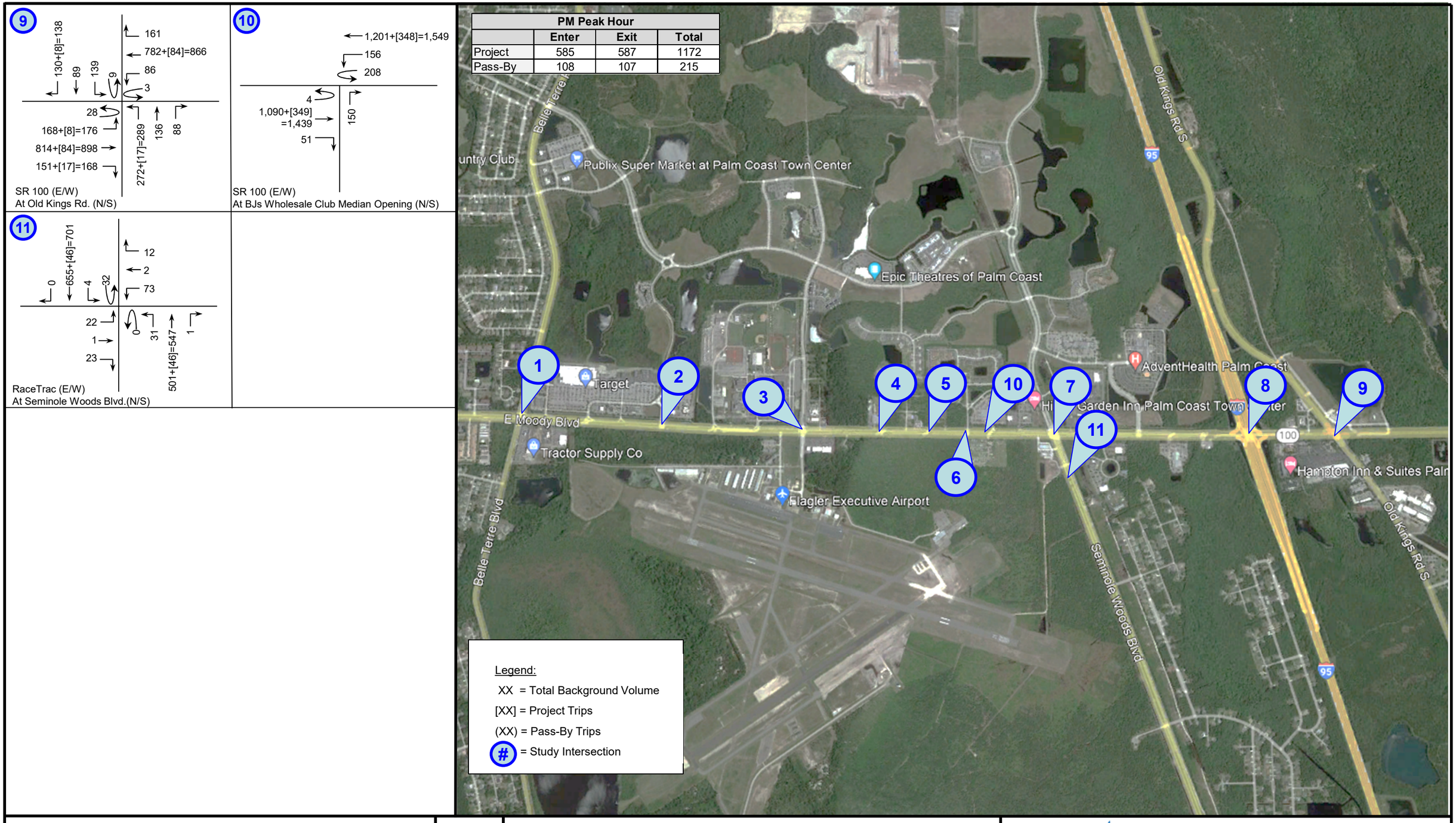
NTS

2027 Build-Out P.M. Peak-Hour Traffic Volumes

Project Number: 5964.02

Figure 5C

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Flagler Landing

N

NTS

2027 Build-Out P.M. Peak-Hour Traffic Volumes

Project Number: 5964.02

Figure 5D

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

2027 Build-Out Roadway Segment Analysis

The study area roadway segments were analyzed under build-out conditions to determine the anticipated LOS. The results are presented in **Table 9.** As indicated, the study area roadway segment of SR 100 from Seminole Woods Boulevard to Bulldog Drive is expected to operate outside of the adopted LOS under build-out conditions. The segments were analyzed with the following improvements:

SR 100 from Seminole Woods Boulevard to Bulldog Drive:

- Widen to 6-lanes

2027 Build-Out Intersection Analysis

The intersections and project driveways were analyzed to determine the operating build-out conditions, and the results are presented in **Table 10**. The S*ynchro* summary sheets are included in **Appendix I**. As indicated, under build-out conditions, the intersections of SR 100 at Central Baptist Church/Project #2 and Old Kings Road are expected to operate outside of the adopted LOS.

The intersections were reanalyzed with the following improvements:

5. SR 100 at Central Baptist Church/Project Driveway #2:

- It is common that unsignalized intersections operate at higher levels of service with extended delay along the minor street approaches during the peak hours when conflicted with high major street volumes. Even with the excessive delay during the PM peak hour, the v/c ratios are less than 1.0. Therefore, there are no improvements recommended at SR 100 at Central Baptist Church/Project Driveway#2.

9. SR 100 at Old Kings Road:

- Optimize timings in the AM peak hour

The improved intersection Synchro summary sheets is attached as **Appendix J**. The results are shown below in **Table 11**.

Table 9
2027 Build-out PM Peak Hour LOS - Roadway Segments

Roadway	Segment		Location ID	No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	2027 Background Volume	Project Trip Distribution	Project Trips	2027 Total Build-Out Volume	2027 Build-Out Volume Exceed Adopted LOS?
SR 100	Old Kings Rd.	I-95	3530	4	D	3,580	3,111	34.0%	398	3,509	No
	I-95	Memorial Medical Pkwy	3525	6	D	5,390	4,299	50.2%	588	4,887	No
	Memorial Medical Pkwy	Seminole Woods Blvd.	3520	6	D	5,390	3,781	50.4%	591	4,372	No
	Seminole Woods Blvd.	Bulldog Dr.	3515	4	D	3,580	3,279	100.0%	1,172	4,451	Yes
	Bulldog Dr.	Landings Blvd.	3510	4	D	3,580	3,055	39.1%	458	3,513	No
	Landings Blvd.	Belle Terre Pkwy	3505	4	D	3,580	2,860	38.3%	449	3,309	No
Belle Terre Parkway	Royal Palms Pkwy	East Hampton Blvd.	1254	4	D	3,580	3,112	22.5%	264	3,376	No
	East Hampton Blvd.	SR 100	1260	4	D	3,580	2,659	25.3%	297	2,956	No
Belle Terre Boulevard	SR 100	Zebulas Trail	1263	2	D	2,170	1,170	3.2%	38	1,208	No
	Zebulas Trail	Zaun Trail	1265	2	D	2,170	962	2.5%	29	991	No
	Zaun Trail	Citation Pkwy	1270	2	D	2,170	814	0.9%	11	825	No
	Citation Pkwy	US 1	1275	2	D	2,170	691	0.9%	11	702	No
Town Center Boulevard	SR 100	Hospital Dr.	4100	4	D	5,900	1,678	0.8%	9	1,687	No
	Hospital Dr.	Central Ave.	4110	4	D	5,900	1,685	0.7%	8	1,693	No
	Central Ave.	Lake Ave.	4120	2	D	2,170	1,224	0.4%	5	1,229	No
	Lake Ave.	Royal Palms Pkwy	4130	2	D	2,170	889	0.2%	2	891	No
Seminole Woods Boulevard	SR 100	Ulaturn Place	3325	4	D	5,900	1,887	7.8%	91	1,978	No
	Ulaturn Place	Citation Pkwy	3300	4	D	5,900	1,871	7.0%	82	1,953	No
Old Kings Road	Town Center Blvd.	SR 100	2745	4	D	5,900	1,197	1.4%	16	1,213	No
	SR 100	Palm Coast City Limit	2750	2	D	2,170	1,509	2.9%	34	1,543	No
Segments - Improved**											
SR 100	Seminole Woods Blvd.	Bulldog Dr.	3515	6	D	5,390	3,279	100.0%	1,172	4,451	No

**Includes improvements recommended in background conditions, which are not currently funded for construction.*

Table 10
2027 Build-out AM and PM Peak Hour Intersection Analysis

Intersection	Adopted LOS	Control Type	Methodology	Time Period	EB		WB		NB		SB		Overall		
					Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Max V/C
1. SR 100 at Belle Terre Boulevard	D	Traffic Signal	Synchro LVT	AM	30.40	C	18.70	B	46.90	D	33.50	C	29.p90	C	0.83
				PM	36.10	D	17.00	B	40.30	D	34.80	C	28.90	D	0.75
2. SR 100 at Landing Boulevard	D	Traffic Signal	HCM 7th	AM	36.20	D	43.70	D	-	-	69.50	E	41.80	D	0.86
				PM	24.30	C	38.40	D	-	-	64.60	E	35.50	D	0.90
3. SR 100 at Bulldog Drive	D	Traffic Signal	HCM 7th	AM	10.30	B	38.10	D	59.40	E	66.70	E	26.80	C	0.86
				PM	5.80	A	30.70	C	82.10	F	73.40	F	23.10	C	0.87
4. SR 100 at Palm Coast Import Auto/ Project Driveway #1	D	TWSC	HCM 2000	AM	23.40	C	15.60	B	10.10	B	-	NR	19.10	B	0.69
				PM	26.70	C	24.60	C	31.10	C	0.30	A	25.80	C	0.80
5. SR 100 at Central Baptist Church /Project Driveway #2	D	TWSC	HCM 7th	AM	32.80	D	-	NR	16.10	C	14.90	B	32.80	D	0.18
				PM	180.70	F	-	NR	21.50	C	19.60	C	180.70	F	0.95
6. SR 100 at McCormick Drive	D	Traffic Signal	HCM 2000	AM	39.40	D	21.50	C	45.60	D	10.90	B	31.40	C	0.76
				PM	30.90	C	19.00	B	51.40	D	18.70	B	28.90	C	0.80
7. SR 100 at Seminole Woods Boulevard	D	Traffic Signal	Synchro LVT	AM	22.40	C	23.40	C	53.80	D	34.00	C	30.80	C	0.90
				PM	24.00	C	26.60	C	47.30	D	37.50	D	29.60	C	0.80
8. SR 100 at I-95 Ramps	D	Traffic Signal	HCM 7th	AM	49.20	D	45.00	D	58.90	E	54.20	D	49.10	D	0.90
				PM	43.20	D	41.80	D	66.40	E	50.50	D	46.10	D	0.94
9. SR 100 at Old Kings Road	D	Traffic Signal	HCM 7th	AM	51.60	D	44.60	D	62.40	E	63.90	E	52.00	D	0.89
				PM	33.30	C	42.40	D	61.20	E	114.80	F	42.90	D	0.90
10. SR 100 at BJs Wholesale Club Median Opening	D	TWSC	HCM 2000	AM	6.90	A	11.20	B	0.10	A	-	-	8.90	A	0.75
				PM	13.20	B	11.40	B	0.20	A	-	-	11.70	B	0.86
11. Seminole Woods Boulevard at RaceTrac Driveway	D	TWSC	HCM 7th	AM	15.50	C	14.60	B	-	NR	14.40	B	15.50	C	0.11
				PM	17.40	C	24.60	C	9.40	A	12.90	B	24.60	C	0.34

**Overall Delay for unsignalized intersection reports the critical movement delay and LOS results*
***NR = No LOS Delay results reported*

Table 11
2027 Build-out AM Peak Hour Improved Intersection Analysis

Build-Out Conditions Improved															
Intersection	Adopted LOS	Control Type	Methodology	Time Period	EB		WB		NB		SB		Overall		
					Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Max V/C
9. SR 100 at Old Kings Road	D	Traffic Signal	HCM 7th	AM	42.20	D	45.20	D	61.90	E	62.40	E	47.70	D	0.88

Queue Length and Turn Lane Analysis

A queue length analysis was conducted to determine recommended storage lengths for existing turn lanes at the study area intersections that are impacted by project traffic. The Synchro results were used to obtain the 95th percentile queue lengths expected for each exclusive turn lane during the AM and PM peak-hours. Turn lane requirements were evaluated using the FDOT Design Manual (FDM) Exhibit 212-1.

The resulting turn lane lengths for all intersections evaluated are provided in **Table 12** under existing, background and future build-out conditions. The following summarizes the additional deficiencies in turn lane length due to project trips:

1. SR 100 at Belle Terre Boulevard

- Westbound right-turn lane deficient by 150-ft
- Northbound right-turn lane deficient by 25-ft

4. SR 100 at Palm Coast Import Auto/Project Driveway #1

- Westbound left-turn lane deficient by 15-ft

6. SR 100 at McCormick Drive

- Westbound left-turn lane deficient by 60-ft

8. SR 100 at I-95 Ramps

- Eastbound left-turn lane deficient by 50-ft

9. SR 100 at Old Kings Road

- Northbound left-turn lane deficient by 125-ft

Table 12
Queue Length and Turn Lane Recommendations

Intersection	Turn Lane	Posted Speed Limit (mph)	Existing Lane Length (ft)	Required Deceleration (ft)*	Existing				Background				Build-Out					
					# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	Lane Length Deficiency Difference from Background to Build-Out (ft)	Project Trips
AM																		
1. SR 100 at Belle Terre Boulevard	WBL	50	525	350	1	250	600	75	2	100	450	0	2	125	475	0	0	9
	WBR	50	525	350	1	325	675	150	2	25	375	0	2	325	675	150	150	68
	NBR	45	245	290	1	400	690	445	1	225	515	270	1	250	540	295	25	12
3. SR 100 at Bulldog Drive	WBR	25	340	120	1	200	320	0	1	175	295	0	1	200	320	0	0	4
4. SR 100 at Palm Coast Import Auto/Directional Median Opening/Project Driveway #1	WBL	50	635	350	1	25	375	0	1	125	475	0	1	175	525	0	0	56
6. SR 100 at McCormick Drive	EBR	50	405	350	1	50	400	0	1	25	375	0	1	50	400	0	0	20
	WBL	50	515	350	2	25	375	0	2	50	400	0	2	200	550	35	35	160
7. SR 100 at Seminole Woods Boulevard	EBL	50	435	350	1	125	475	40	1	125	475	40	1	125	475	40	0	2
	EBR	50	555	350	1	50	400	0	1	125	475	0	1	50	400	0	0	21
	NBL	35	375	155	1	325	480	105	1	175	330	0	1	200	355	0	0	28
8. SR 100 at I-95 Ramps	EBL	45	435	185	2	300	485	50	2	275	460	25	2	300	485	50	25	38
9. SR 100 at Old Kings Road	EBL	45	395	290	1	100	390	0	1	200	490	95	1	225	515	120	25	4
	EBR	45	395	290	1	25	315	0	1	225	515	120	1	225	515	120	0	8
	NBL	45	305	290	1	375	665	360	1	300	590	285	1	375	665	360	75	11
PM																		
1. SR 100 at Belle Terre Boulevard	WBL	50	525	350	1	350	700	175	2	175	525	0	2	150	500	0	0	19
	WBR	50	525	350	1	725	1075	550	2	475	825	300	2	375	725	200	0	148
	NBR	45	245	290	1	250	540	295	1	275	565	320	1	275	275	30	0	19
3. SR 100 at Bulldog Drive	WBR	25	340	120	1	200	320	0	1	25	145	0	1	75	275	0	0	8
4. SR 100 at Palm Coast Import Auto/Directional Median Opening/Project Driveway #1	WBL	50	635	350	1	25	375	0	1	175	525	0	1	300	650	15	15	90
6. SR 100 at McCormick Drive	EBR	50	405	350	1	150	500	95	1	25	375	0	1	25	375	0	0	32
	WBL	50	515	350	2	50	400	0	2	50	400	0	2	225	575	60	60	258
7. SR 100 at Seminole Woods Boulevard	EBL	50	435	350	1	175	525	90	1	150	500	65	1	150	500	65	0	5
	EBR	50	555	350	1	100	450	0	1	100	450	0	1	175	525	0	0	46
	NBL	35	375	155	1	175	330	0	1	175	330	0	1	200	355	0	0	46
8. SR 100 at I-95 Ramps	EBL	45	435	185	2	350	535	100	2	325	510	75	2	375	560	125	50	82
9. SR 100 at Old Kings Road	EBL	45	395	290	1	125	415	20	1	275	565	170	1	250	540	145	0	8
	EBR	45	395	290	1	25	125	0	1	125	415	20	1	125	415	20	0	17
	NBL	45	305	290	1	400	690	385	1	300	590	285	1	425	715	410	125	17

Alternate Mode Analysis

Per VFTPO TIA guidelines, an alternative mode analysis has been conducted to determine existing and proposed alternate modes of transportation within the immediate project study area.

Flagler County provides public transportation services by Flagler County Public Transportation (FCPT), which offers specialized transportation throughout Flagler County. FCPT is a demand response, shared ride, and door-to-door service with normal operating hours from 6 a.m. to 6 p.m. Monday through Friday, 8 a.m. to 6 p.m. on Saturdays, and restricted services on Sundays. However, same day services are not available. FCPT operates within the limits of Flagler County with a few medical exceptions. FCPT offers services to Volusia County, St. Augustine, Jacksonville and Gainesville on select days and times. Riders are required to provide advanced notice, or reservations, to use the service. Although there are no fixed routes or schedules provided, the proposed site would be eligible to utilize this public transportation system.

Site Access Analysis

Access to the development will be provided via two (2) existing directional median openings on SR 100 and an internal shared connection with the Wholesale Club/mixed commercial development to the east of the site, which will provide access to the McCormick Drive, signalized intersection. An analysis was conducted using the National Cooperative Highway Research Program Report 457 (NCHRP 457) standards to determine if turn lanes are warranted at the project driveways. The NCHRP 457 summary sheets are included in **Appendix K**. The requirements for turn lanes were evaluated using NCHRP 457, the FDOT Design Manual Exhibit 212-1, and a posted speed of 50 miles per hour along SR 100. The results are presented below:

4. SR 100 at Palm Coast Import Auto/Project Driveway #1:
- A 350-ft eastbound right-turn lane is warranted.
- An existing 635-ft westbound left-turn lane is expected to require 15-ft of additional storage in the PM peak hour to accommodate the additional project traffic.

5. SR 100 at Central Baptist Church /Project Driveway #2:
- A 350-ft eastbound right-turn lane is warranted.

6. SR 100 at McCormick Drive
- The existing 405-ft eastbound right-turn lane is expected to provide sufficient deceleration and queue storage for the additional project traffic.
- The existing dual westbound left-turn lanes (515-ft) is expected to require 60-ft of additional storage in the PM peak hour to accommodate the additional project traffic. However, during this peak time the recommended deceleration length (350 ft.) is compromised due to physical constraints associated with the directional median opening located directly east of the intersection, no recommendations are provided.

Proportionate Share (PS)

Based on current Florida Statutes and procedures outlined in the VFTPO TIA guidelines, the proportionate share shall be calculated based upon the number of trips from the proposed development being approved. The project traffic is then divided by the change in roadway capacity resulting from the recommended improvements to result in a PS percentage. The total estimated construction cost for the improvement is multiplied by the PS percentage to determine the applicant's PS contribution.

6

CONCLUSION AND RECOMMENDATIONS

This study was conducted to evaluate the impact the proposed Flagler Landings development would have on the surrounding roadway network in the City of Palm Coast. The development will generate 634 AM peak-hour and 1,172 PM peak-hour external trips. **Table 13** and **Table 14** shows the proposed intersection improvements for 2027 Background and Build-Out.

Table 13
Recommended Improvements for Intersections

Intersection	When Improvement Required	
	2027 Background	Build-Out
1. SR 100 at Belle Terre Boulevard		• NBR deficient by 25-ft • WBR deficient by 150-ft
4. SR 100 at Palm Coast Import Auto/ Directional Median Opening/Project Driveway #1		• WBL deficient by 15-ft
6. SR 100 at McCormick Drive		• WBL deficient by 60-ft
8. SR 100 at I-95 Ramps		• EBL deficient by 50-ft
9. SR 100 at Old Kings Road	• Optimize timings in the PM peak hour	• Optimize timings in the AM peak hour • NBL deficient by 125-ft

Table 14
Recommended Improvements for Roadway Segments

Roadway	Segment		When Improvement Required	
			2027 Background	Build-Out
SR 100	I-95	Memorial Medical Parkway	Widen to 6-lanes	
	Memorial Medical Parkway	Seminole Woods Boulevard	Widen to 6-lanes	
	Seminole Woods Boulevard	Bulldog Drive		Widen to 6-lanes

Access to the development will be provided via two (2) existing directional median openings on SR 100 and an internal shared connection with the Wholesale Club/mixed commercial development to the east of the site, which will provide access to the McCormick Drive, signalized intersection. An analysis was conducted using NCHRP 457 standards to determine if turn lanes are warranted at the project driveways. The requirements for turn lanes were evaluated using NCHRP 457, the FDOT Design Manual Exhibit 212-1, and a posted speed of 50 miles per hour along SR 100. The results are presented below:

4. SR 100 at Palm Coast Import Auto/Project Driveway #1:

- A 350-ft eastbound right-turn lane is warranted.
- An existing 635-ft westbound left-turn lane is expected to require 15-ft of additional storage in the PM peak hour to accommodate the additional project traffic.

5. SR 100 at Central Baptist Church /Project Driveway #2:

- A 350-ft eastbound right-turn lane is warranted.

6. SR 100 at McCormick Drive

- The existing 405-ft eastbound right-turn lane is expected to provide sufficient deceleration and queue storage for the additional project traffic.
- The existing dual westbound left-turn lanes (515-ft) is expected to require 60-ft of additional storage in the PM peak hour to accommodate the additional project traffic. However, during this peak time the recommended deceleration length (350 ft.) is compromised due to physical constraints associated with the directional median opening located directly east of the intersection, no recommendations are provided.

CARTER ENVIRONMENTAL SERVICES

42 Masters Drive St. Augustine, FL 32084
Tel: 904.540.1786
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June 17, 2025

Attn: Ken Atlee
Tidelands Investments, LLC
5851 Timuquana Rd, Ste. 301
Jacksonville, FL 32210
BY EMAIL: ken@atleegroup.net

SUBJECT: Flagler County Environmental Report
Gardner SR 100 – Atlee
5615 State Hwy 100 E, Palm Coast, Florida
Flagler County PIN 08-12-31-0650-000B0-0070

Dear Mr. Atlee,

On June 10, 2025, Carter Environmental Services (CES) conducted a limited field survey of the referenced +/- 38.78-acre subject property, to assess the presence of or potential utilization by any threatened/endangered species or species of special concern (SSC) as listed by the U.S. Fish and Wildlife Service (FWS) or the Florida Fish and Wildlife Conservation Commission (FWC). CES also assessed the site community types. Prior to the site visit, CES compiled a list of potentially occurring protected species. The resources used to compile this list included a literature review of the soil units mapped on-site and 2024 aerial photographs of the property. The results of this survey are listed below.

PROTECTED ANIMAL SPECIES

- **Bald Eagle** (*Haliaeetus leucocephalus*)

  Using the FWC Eagle Nest Locator Database (2025), CES found four bald eagle nests on record within a 5-mile radius of the property boundaries (Figure 4). The closest eagle nest is located approximately 3.5 miles northeast of the project boundary. Further, no nests were located in the project area by CES biologists, and the likelihood of bald eagles utilizing this site is low. While the bald eagle is not listed as threatened, endangered or a species of special concern, it is protected by the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. Based on these acts, certain activities are regulated by FWS when they occur near an active nest during nesting season (1 October to 15 May). Due to the distance of known active nests, development of the project should have no effect on the bald eagle.

- **Gopher Tortoise** (*Gopherus polyphemus*)

  Though being widespread throughout Florida, the gopher tortoise is listed as threatened in the state because much of its native habitat has been lost to agriculture, forestry, mining, and urban/residential development. Based on the soils mapped onsite and a higher water table, CES deemed it unlikely for gopher tortoises to be

present on the subject property; upon a pedestrian inspection of the site, no tortoises nor their burrows were observed and the uplands are overgrown. It is highly unlikely that gopher tortoises would utilize this site.

Further, CES did not observe any of the tortoise's known protected communal species, which utilize the burrows for shelter and foraging grounds. These include the Florida mouse (*Podomys floridanus*), the eastern indigo snake (*Drymarchon corais couperi*), Florida pine snake (*Pituophis melanoleucus mugitus*), and the gopher frog (*Rana capito*).

- **Wading Birds**

  A review of the current FWC database of wading bird rookeries (FWC Wading Bird Locator, 2025) revealed no known rookery within a one-mile radius of the property. Also, the site wetlands offer unlikely habitat for wood stork (*Mycteria americana*) nesting; this species, commonly found foraging throughout Flagler County, was not listed in the FNAI report, and prefers to nest in large colonies in mixed hardwood swamps, deep sloughs, mangroves, and cypress domes – none of which are present on the site.

PROTECTED PLANT SPECIES

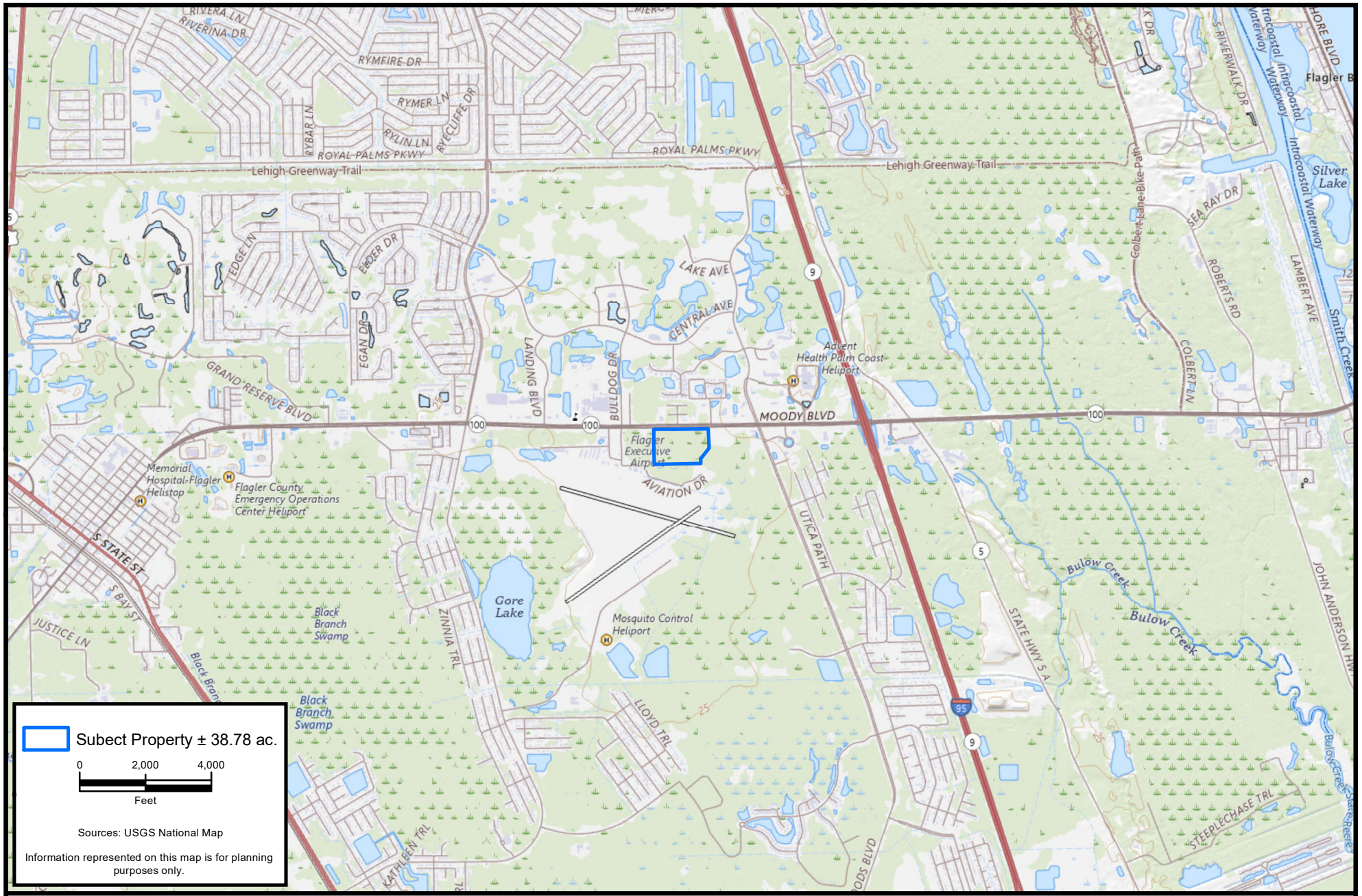
In addition to protected animal species, CES biologists reviewed the site for protected plant species and none were observed. Coordination will not be required with any regulatory agency if protected plant species were observed in the future. Currently, no regulations exist for protected plant species occurring on privately owned land, unless the landowner is harvesting and engaging in the commercial sale of the protected plant species.

In conclusion, no listed plant or animal species were observed by CES biologists during the site review. I trust that this information is helpful. Please contact me with any questions or requests for additional information.

Sincerely,

Ryan A. Carter, PWS
Vice President

Enclosures: Location Map – Figure 1
Soils/NWI Map – Figure 2
Existing Conditions Map – Figure 3
FWC Bald Eagle Nests 2025 – Figure 4
FNAI Biodiversity Matrix



CARTER ENVIRONMENTAL SERVICES, INC.

CES

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St. Augustine, FL 32084
904-540-1786

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Location

Gardner SR 100 - Atlee

Project:	5.12074.01	Flagler County, Florida	Date: Jun 17 2025

Figure: 1

CARTER ENVIRONMENTAL SERVICES, INC.
CES
42 Masters Drive
St. Augustine, FL 32084
904-540-1786
www.carterenv.com

Location

Gardner SR 100 - Atlee

Project: 5.12074.01	Flagler County, Florida	Date: Jun 17 2025

Figure: 2

CARTER ENVIRONMENTAL SERVICES, INC.
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904-540-1786
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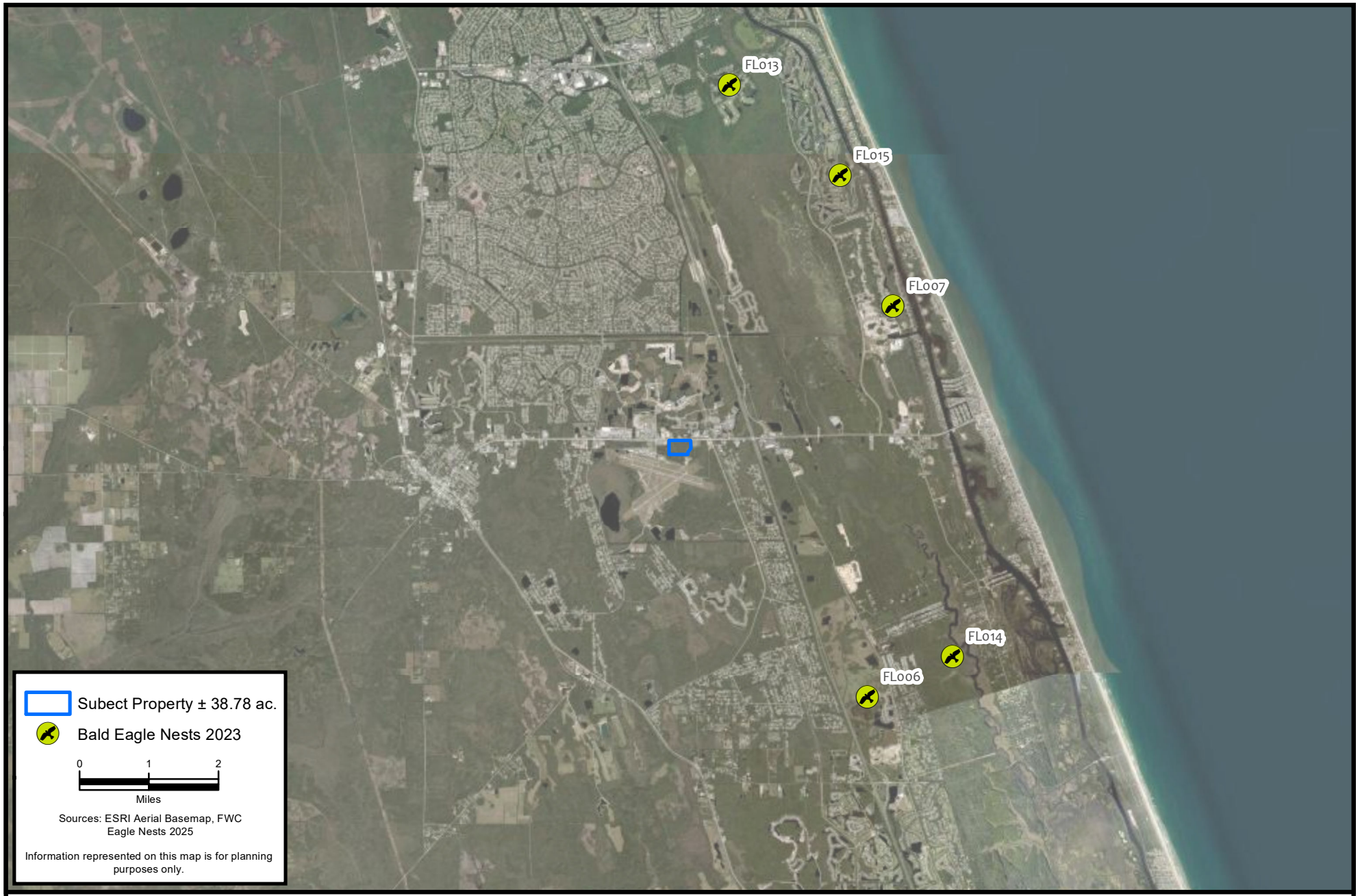
Existing Site Conditions

Gardner SR 100 - Atlee

Project: 5.12074.01	Flagler County, Florida	Date: Jun 17 2025

Figure: 3



CARTER ENVIRONMENTAL SERVICES, INC.
CES
42 Masters Drive
St. Augustine, FL 32084
904-540-1786
www.carterenv.com

FWC Eagle Nests

Gardner SR 100 - Atlee

Project: 5.12074.01	Flagler County, Florida	Date: Jun 17 2025

Figure: 4

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

UNOFFICIAL REPORT

Created 6/17/2025

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 2 Matrix Units: 50198 , 50528

Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 50198

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

4 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Scrub	G2	S2	N	N
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit ID: 50528

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

2 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mesic flatwoods	G4	S4	N	N
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit IDs: 50198 , 50528

20 **Potential** Elements Common to Any of the 2 Matrix Units

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Alligator mississippiensis American Alligator	G5	S4	SAT	FT(S/A)
Arnoglossum diversifolium variable-leaved Indian-plantain	G2	S2	N	T
Asplenium x heteroresiliens Morzenti's spleenwort	G2	S1	N	N
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
Centrosema arenicola sand butterfly pea	G2Q	S2	N	E
Conradina grandiflora large-flowered rosemary	G3	S3	N	T
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Floodplain swamp	G4	S4	N	N
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Gymnopogon chapmanianus Chapman's skeletongrass	G3	S3	N	N
Helianthus carnosus lake-side sunflower	G1G2	S1S2	N	E
Heterodon simus Southern Hognose Snake	G2	S2S3	N	N
Lechea cernua nodding pinweed	G3	S3	N	T
Lechea divaricata pine pinweed	G2	S2	N	E
Litsea aestivalis pondspice	G3?	S2	N	E
Matelea floridana Florida spiny-pod	G2	S2	N	E
Nemastylis floridana celestial lily	G2	S2	N	E
Neofiber alleni Round-tailed Muskrat	G2	S2	N	N
Nolina atopocarpa Florida beargrass	G3	S3	N	T
Pteroglossaspis ecristata giant orchid	G2G3	S2	N	T

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance

on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

CARTER
ENVIRONMENTAL SERVICES

42 Masters Drive St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

July 31, 2025

City of Palm Coast
Attn: Dylan Rodriguez
160 Lake Avenue
Palm Coast, FL 32164

Subject: Flagler Pines Properties, LLC
Palm Coast, Florida

Dear Mr. Rodriguez:

On behalf of our client, Carter Environmental Services (CES) is pleased to submit this response to your RAI dated July 8, 2025 below in **bold**.

1) *Please provide a Wetland Quality Assessment Methodology with UMAM scores for wetlands located on site.*

Please see the attached UMAM assessment which has been reviewed and approved by the St. Johns River Water Management District. The UMAM assessment resulted in a score of 0.70 which classifies the wetlands as "moderate" per the CoPC Land Development Code. The scoring is consistent with other contiguous projects permitted by SJRWMD including but not limited to:

- **Airport Commons (SJRWMD 155888-1)**
- **Airport Commons Phases 1A & 2 (SJRWMD 155888-2)**
- **Cornerstone at Seminole Woods (SJRWMD 115389-3)**

I trust that this information is sufficient for you to complete the review of the applicant's proposal. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Dave Jeff
Senior Project Manager

site: **Flagler Landing** date: 6-10-25

Impacts	Habitat Type	Location and Landscape Support		Water Environment		Community Structure		Acres	Functional Loss
		before	after	before	after	before	after		
	630	7	0	7	0	7	0	27.1	18.9700
									0.0000
Prev. 2nd Imp	630	6	0	7	0	6	0	3.14	1.9887
									0.0000
									0.0000
									0.0000
									0.0000
									0.0000
secondary	630	6	5	7	7	7	6	2.99	0.1993
									0.0000
									0.0000

Total Impact Acres	Total Creation Acres	Total Enhancement Provided	Upland Acres Provided
33.23	0	0	0

Total Functional Loss	Total Functional Gain Units
21.158	0.000

	Needed	21.16

Mitigation preservation enhancement	Habitat Type	Location and Landscape Support		Water Environment		Community Structure		Time Lag	Risk	Preservation Adjustment Factor	Relative	Acres	Functional Gain Units
		before	after	before	after	before	after						
1								1	1.00		0.0000		0.0000
2								1	1.00		0.0000		0.0000
3								1	1.00		0.0000		0.0000
4								1	1.00		0.0000		0.0000
5								1	1.00		0.0000		0.0000
6								1	1.00		0.0000		0.0000
7								1	1.00		0.0000		0.0000
8								1	1.00		0.0000		0.0000
creation													
1								1	1.00		0.0000		0.0000
2								1	1.00		0.0000		0.0000
uplands													
11				x	x			1	1.00		0.0000		0.0000
12				x	x			1	1.00		0.0000		0.0000
13				x	x			1	1.00		0.0000		0.0000
14				x	x			1	1.00		0.0000		0.0000
15				x	x			1	1.00		0.0000		0.0000

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FLAGLER LANDING

WATER REVIEW – COMMERCIAL OUT PARCELS AND BIG BOX USERS

REVISED FEBRUDARY 2, 2026

The site is located on the south side of SR 100, west of Cornerstone at Seminole Woods, in the City of Palm Coast. It is proposed to be developed as a commercial shopping center with out. The site will connect to a proposed water main being stubbed out from the Cornerstone at Seminole Woods Development. The existing pressure in the main is based on the attached flow test provided by the City along SR 100.

Flagler Landing:
The estimated demands are based on the following uses:

- 185,492 SF big box Retail/Grocery with estimated 12 bathrooms
  - 200 GPD per bathroom = 2,400 GPD
- 55,172 SF Building Supplies (Retail) with estimated 8 bathrooms
  - 200 GPD per bathroom = 1,600 GPD
- One Gas Station with one water closet
  - 250 GPD per water closet = 250 GPD
- One Retail center at 5,000 SF
  - 0.10 GPD per SF = 500 GPD
- Two 70 seat fast food restaurants
  - 20 GPD per seat = 1,400 GPD per restaurant = 2,800 GPD
- Three 150 seat sit down restaurant
  - 40 GPD per seat = 6,000 GPD per restaurant = 18,000 GPD
- One Bank at 4,000 SF
  - 15 GPD per 100 SF = 600 GPD

Total Estimated Flow = 25,350 GPD

Convert to GPM using 16 hour day => 25,350 GPD / 60 / 16 = 26.41 GPM Average Flow
Peak factor of 4 = **105.63 GPM Peak Rate**

Fire Flow calculations:

Pursuant to NFPA Section 18.4.5.3 Buildings Other Than One- And Two-Family Dwellings requires fire flow and flow duration based on Table 18.4.5.2.1 (see attached). Based on the Table for a floor area of building 1 of 185,492 SF, the required fire flow is 8000 gpm for 4 hours and building 2, which is 55,172 SF, has a required fire flow of 5000 gpm for 4 hours assuming Type III-A Construction [NFPA III(200)], Protected Ordinary. Sprinklered buildings shall be reduced by 75% which is 2000 pgm for building 1 and 1250 gpm for building 2. Run the analysis based on a fire flow of 2000 gpm and potable demands of 106 gpm

2026.02.03 12:56:49-05'00'

Cole T. Buck, State of Florida, Professional Engineer, License No. 88690
This item has been electronically signed and sealed by Cole T. Buck on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

880 Airport Rd. Suite 113
Ormond Beach, FL 32174
CA5479

T. 386-673-7640
www.ae-group.com

TYPES OF CONSTRUCTION
Comparisons of Various Classification Sources

IBC/IFC:	UBC/UFC:	NFPA:	NFIRS:	BOCA:	SBC:	COMMON TERMINOLOGY:
-----	-----	I (443)	1	1-A	I	Fire Resistive, Non-combustible
Type I-A	Type I-FR	I (332)	1	1-B	II	Fire Resistive, Non-combustible
Type I-B	Type II-FR	II (222)	1	2-A	-----	Fire Resistive, Non-combustible
Type II-A	Type II-1 Hr.	II (111)	3	2-B	IV-1 Hr.	Protected Non-combustible
Type II-B	Type II-N	II (000)	4	2-C	IV-unp.	Unprotected Non-combustible
Type III-A	Type III-1 Hr	III (211)	5	3-A	V-1 Hr.	Protected Ordinary
Type III-B	Type III-N	III (200)	6	3-B	V-unp.	Unprotected Ordinary
Type IV	Type IV (H.T.)	IV (2HH)	2	4	III	Heavy Timber
Type V-A	Type V-1 Hr	V (111)	7	5-A	VI-1 Hr.	Protected Combustible
Type V-B	Type V-N	V (000)	8	5-B	VI-unp.	Unprotected Combustible

IBC/IFC – International Building Code / International Fire Code
UBC/UFC – Uniform Building Code / Uniform Fire Code
NFPA – National Fire Protection Association
NFIRS – National Fire Incident Reporting System
BOCA – BOCA / National Building Code
SBC – Standard / Southern Building Code

18.4.5.2.1

Fire flow and flow duration for dwellings having a fire flow area in excess of 5000 ft^2 (464.5 m^2) shall not be less than that specified in Table 18.4.5.2.1.

Table 18.4.5.2.1 Minimum Required Fire Flow and Flow Duration for Buildings

Fire Flow Area ft^2 (× 0.0929 for m^2)					Fire Flow gpm† (× 3.785 for L/min)	Flow Duration (hours)
I(443), I(332), II(222)*	II(111), III(211)*	IV(2HH), V(111)*	II(000), III(200)*	V(000)*		
0—22,700	0—12,700	0—8200	0—5900	0—3600	1500	2
22,701—30,200	12,701—17,000	8201—10,900	5901—7900	3601—4800	1750	
30,201—38,700	17,001—21,800	10,901—12,900	7901—9800	4801—6200	2000	
38,701—48,300	21,801—24,200	12,901—17,400	9801—12,600	6201—7700	2250	
48,301—59,000	24,201—33,200	17,401—21,300	12,601—15,400	7701—9400	2500	
59,001—70,900	33,201—39,700	21,301—25,500	15,401—18,400	9401—11,300	2750	
70,901—83,700	39,701—47,100	25,501—30,100	18,401—21,800	11,301—13,400	3000	3
83,701—97,700	47,101—54,900	30,101—35,200	21,801—25,900	13,401—15,600	3250	
97,701—112,700	54,901—63,400	35,201—40,600	25,901—29,300	15,601—18,000	3500	
112,701—128,700	63,401—72,400	40,601—46,400	29,301—33,500	18,001—20,600	3750	
128,701—145,900	72,401—82,100	46,401—52,500	33,501—37,900	20,601—23,300	4000	4
145,901—164,200	82,101—92,400	52,501—59,100	37,901—42,700	23,301—26,300	4250	
164,201—183,400	92,401—103,100	59,101—66,000	42,701—47,700	26,301—29,300	4500	

Fire Flow Area ft^2 (× 0.0929 for m^2)					Fire Flow gpm† (× 3.785 for L/min)	Flow Duration (hours)
I(443), I(332), II(222)*	II(111), III(211)*	IV(2HH), V(111)*	II(000), III(200)*	V(000)*		
183,401—203,700	103,101—114,600	66,001—73,300	47,701—53,000	29,301—32,600	4750	
203,701—225,200	114,601—126,700	73,301—81,100	53,001—58,600	32,601—36,000	5000	
225,201—247,700	126,701—139,400	81,101—89,200	58,601—65,400	36,001—39,600	5250	
247,701—271,200	139,401—152,600	89,201—97,700	65,401—70,600	39,601—43,400	5500	
271,201—295,900	152,601—166,500	97,701—106,500	70,601—77,000	43,401—47,400	5750	
Greater than 295,900	Greater than 166,500	106,501—115,800	77,001—83,700	47,401—51,500	6000	
		115,801—125,500	83,701—90,600	51,501—55,700	6250	
		125,501—135,500	90,601—97,900	55,701—60,200	6500	
		135,501—145,800	97,901—106,800	60,201—64,800	6750	
		145,801—156,700	106,801—113,200	64,801—69,600	7000	
		156,701—167,900	113,201—121,300	69,601—74,600	7250	
		167,901—179,400	121,301—129,600	74,601—79,800	7500	
		179,401—191,400	129,601—138,300	79,801—85,100	7750	
		Greater than 191,400	Greater than 138,300	Greater than 85,100	8000	

*Types of construction are based on NFPA 220.

†Measured at 20 psi (139.9 kPa).

18.4.5.3 Buildings Other Than One- And Two-Family Dwellings

18.4.5.3.1

The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table 18.4.5.2.1.

18.4.5.3.2

Required fire flow shall be reduced by 75 percent when the building is protected throughout by an approved automatic sprinkler system. The resulting fire flow shall not be less than 1000 gpm (3785 L/min).

18.4.5.3.3

Required fire flow shall be reduced by 75 percent when the building is protected throughout by an approved automatic sprinkler system, which utilizes quick response sprinklers throughout. The resulting fire flow shall not be less than 600 gpm (2270 L/min).

18.4.5.3.4*

Required fire flow for buildings protected by an approved automatic sprinkler system shall not exceed 2000 gpm (7571 L/min) for 2 hours.

18.4.5.3.5

Required fire flow for open parking structures that are not protected throughout by an approved automatic sprinkler system shall be reduced by 75 percent where all of the following conditions are met:

(1) The structure complies with the building code.

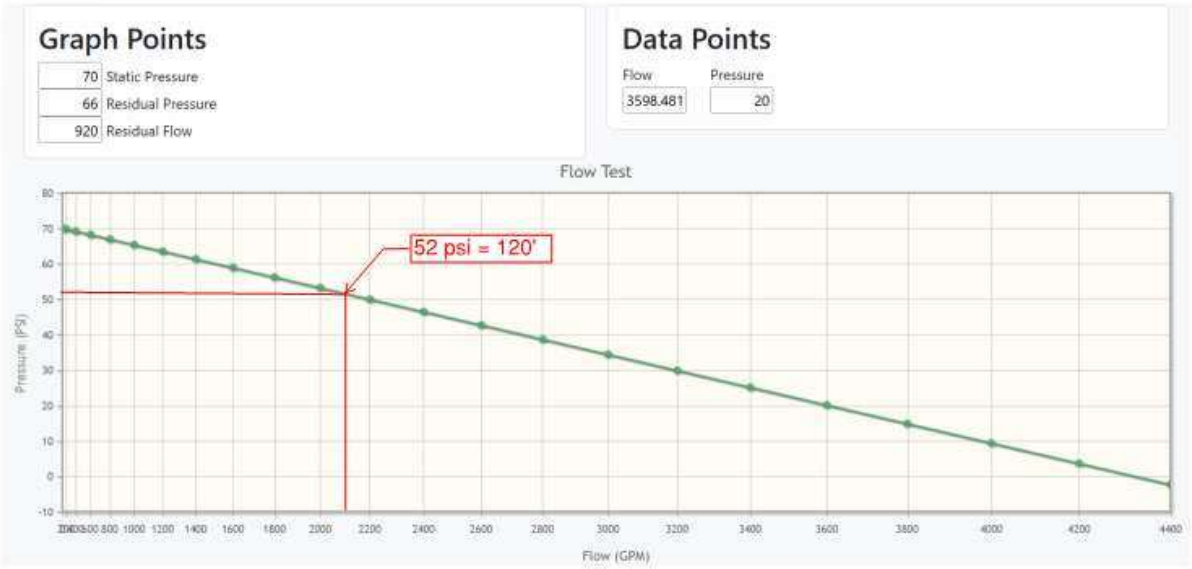
(2) The structure is of Type I or Type II construction.

(3) The structure is provided with a Class I standpipe system in accordance with NFPA 14. Class I standpipe systems of the manual dry type shall be permitted.

(4) The resulting fire flow is not less than 1000 gpm (3785 L/min).

A hydrant flow test was provided by the City of Palm Coast. The flow test is attached. Using this information, an EPA.net flow calculation was performed to verify adequate fire flow.

Based on the hydrant test, pressure in the main at 2,106 GPM is 52 psi or 120 ft.



The results indicate the lowest drop in pressure is 38.28 psi for a fire simulation of 2000 gpm, which is greater than 20 psi.

With 2000 gpm required, two hydrants located within 95' of the building is sufficient to meet the capacity. See table below.

Table 18.5.4.3 Maximum Fire Hydrant Fire Flow Capacity

Distance to Building[a]		Maximum Capacity[b]	
(ft)	(m)	(gpm)	(L/min)
≤ 250	≤ 76	1500	5678
> 250 and ≤ 500	> 76 and ≤ 152	1000	3785
> 500 and ≤ 1000	> 152 and ≤ 305	750	2839

[a]Measured in accordance with 18.5.1.4 and 18.5.1.5.
[b]Minimum 20 psi (139.9 kPa) residual pressure.

Utility Department - Distribution System

Fire Hydrant flow Test

$250

Date of Test: 12/10/2025 Hydrant Tested: H57-093 & H57-094 Main Size: 16"

Location: 5821 HWY 100

Special Circumstances: FLOW RUNTIME 3 MINUTES

Test results: Time of Test: 3:45PM

Static Pressure (SP) 70 @ Hydrant No. H57-093

Residual Pressure (RP) 66 → during test.

Flow During Test (Q) 920 GPM @ Hydrant No. H57-094

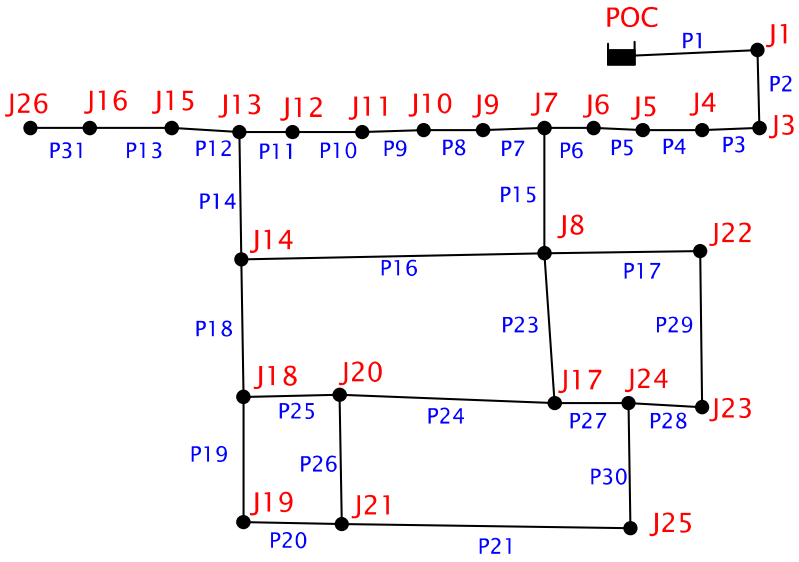
Test Performed by: BILL & DUSTY

Calculation of flow availability

Calculation:
hr - SP - DR (Pressure drop to desired residual (DR), normally 20 PSI)
hi = SP - RP (Pressure drop during test)
Q - Available = Q x hr 0.54/hi 0.54

Q-Available **3598** @ 20 PSI (DR)

Calculated By: DANIEL CRAFT Date: 12/11/2025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J1
P2
J26
J16
J15
J13
J12
J11
J10
J9
J7
J6
J5
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J3
P31
P13
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*********************************************************************
*                          E P A N E T                              *
*                    Hydraulic and Water Quality                    *
*                    Analysis for Pipe Networks                     *
*                          Version 2.2                              *
*********************************************************************
```

Input File: 2000 gpm fire flow.net

Link - Node Table:

Link ID	Start Node	End Node	Length ft	Diameter in
1	1	2	438	12
2	2	3	234	12
3	3	4	265	10
4	4	5	134	10
5	5	6	133	10
6	6	7	120	10
7	7	9	85	10
8	9	10	154	10
9	10	11	159	10
10	11	12	150	10
11	12	13	130	10
12	13	15	71	10
13	15	16	126	10
14	13	14	250	10
15	7	8	1000	12
16	8	14	1000	12
17	8	22	529	10
18	14	18	321	10
19	18	19	323	10
20	19	21	331	10
21	21	25	840	10
23	8	17	349	10
24	17	20	396	10
25	20	18	1000	12
26	20	21	249	10
27	17	24	342	10
28	24	23	257	10
29	23	22	243	10
30	24	25	266	10
31	16	26	126	10

Node Results:

Node ID	Demand GPM	Head ft	Pressure psi	Quality	
2	0.00	115.74	50.15	0.00	
3	0.00	113.46	49.16	0.00	
4	0.26	107.19	46.45	0.00	
5	2.91	104.02	45.07	0.00	
6	2.91	100.89	43.71	0.00	
7	0.00	98.07	42.49	0.00	
8	0.00	93.00	40.30	0.00	
9	0.63	97.59	42.29	0.00	
10	18.75	96.74	41.92	0.00	
11	0.00	95.90	41.55	0.00	
12	18.75	95.10	41.21	0.00	
13	0.00	94.43	40.92	0.00	
14	0.00	93.20	40.38	0.00	
15	18.75	94.43	40.92	0.00	
16	0.00	94.43	40.92	0.00	
17	0.00	91.76	39.76	0.00	
18	0.00	92.20	39.95	0.00	
19	0.00	91.85	39.80	0.00	
20	0.00	91.75	39.75	0.00	
21	1.66	91.49	39.64	0.00	
22	0.00	91.85	39.80	0.00	
23	0.00	91.33	39.57	0.00	
24	0.00	90.77	39.33	0.00	
25	2002.50	88.34	38.28	0.00	
26	0.52	94.43	40.92	0.00	
1	-2067.64	120.00	0.00	0.00	Reservoir

Link Results:

Link ID	Flow GPM	Velocity fps	Unit Headloss ft/Kft	Status
1	2067.64	5.87	9.73	Open
2	2067.64	5.87	9.73	Open
3	2067.64	8.45	23.65	Open
4	2067.38	8.45	23.65	Open
5	2064.47	8.43	23.58	Open
6	2061.56	8.42	23.52	Open
7	943.86	3.86	5.54	Open
8	943.23	3.85	5.53	Open
9	924.48	3.78	5.33	Open
10	924.48	3.78	5.33	Open
11	905.73	3.70	5.13	Open
12	19.27	0.08	0.00	Open
13	0.52	0.00	0.00	Open
14	886.46	3.62	4.93	Open
15	1117.70	3.17	5.06	Open

Link Results: (continued)

Link ID	Flow GPM	Velocity fps	Unit Headloss ft/Kft	Status
16	-193.62	0.55	0.20	Open
17	569.40	2.33	2.17	Open
18	692.83	2.83	3.12	Open
19	389.81	1.59	1.08	Open
20	389.81	1.59	1.08	Open
21	765.49	3.13	3.76	Open
23	741.93	3.03	3.54	Open
24	74.32	0.30	0.05	Open
25	-303.03	0.86	0.45	Open
26	377.34	1.54	1.01	Open
27	667.61	2.73	2.91	Open
28	-569.40	2.33	2.17	Open
29	-569.40	2.33	2.17	Open
30	1237.01	5.05	9.13	Open
31	0.52	0.00	0.00	Open

Network Table - Nodes

Node ID	Elevation ft	Base Demand GPM	Head ft	Pressure psi
Junc 2	0	0	115.74	50.15
Junc 3	0	0	113.46	49.16
Junc 4	0	.26	107.19	46.45
Junc 5	0	2.91	104.02	45.07
Junc 6	0	2.91	100.89	43.71
Junc 7	0	0	98.07	42.49
Junc 8	0	0	93.00	40.30
Junc 9	0	.63	97.59	42.29
Junc 10	0	18.75	96.74	41.92
Junc 11	0	0	95.90	41.55
Junc 12	0	18.75	95.10	41.21
Junc 13	0	0	94.43	40.92
Junc 14	0	0	93.20	40.38
Junc 15	0	18.75	94.43	40.92
Junc 16	0	0	94.43	40.92
Junc 17	0	0	91.76	39.76
Junc 18	0	0	92.20	39.95
Junc 19	0	0	91.85	39.80
Junc 20	0	0	91.75	39.75
Junc 21	0	1.66	91.49	39.64
Junc 22	0	0	91.85	39.80
Junc 23	0	0	91.33	39.57
Junc 24	0	0	90.77	39.33
Junc 25	0	2002.5	88.34	38.28
Junc 26	0	.52	94.43	40.92

Node ID	Elevation ft	Base Demand GPM	Head ft	Pressure psi
Resvr 1	120	#N/A	120.00	0.00

Network Table - Links

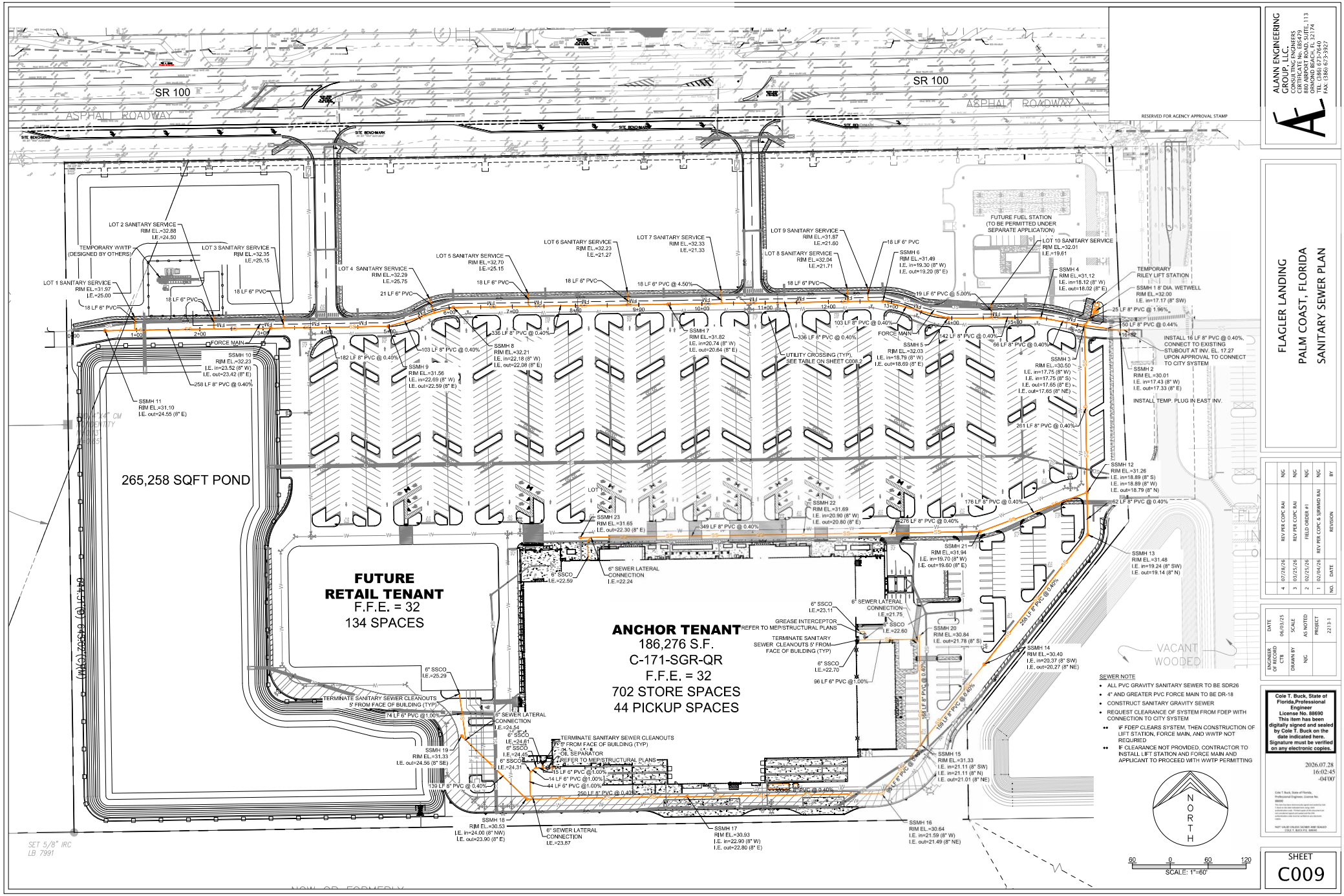
Link ID	Length ft	Diameter in	Roughness	Flow GPM
Pipe 1	438	12	130	2067.64
Pipe 2	234	12	130	2067.64
Pipe 3	265	10	130	2067.64
Pipe 4	134	10	130	2067.38
Pipe 5	133	10	130	2064.47
Pipe 6	120	10	130	2061.56
Pipe 7	85	10	130	943.86
Pipe 8	154	10	130	943.23
Pipe 9	159	10	130	924.48
Pipe 10	150	10	130	924.48
Pipe 11	130	10	130	905.73
Pipe 12	71	10	130	19.27
Pipe 13	126	10	130	0.52
Pipe 14	250	10	130	886.46
Pipe 15	1000	12	100	1117.70
Pipe 16	1000	12	100	-193.62
Pipe 17	529	10	130	569.40
Pipe 18	321	10	130	692.83
Pipe 19	323	10	130	389.81
Pipe 20	331	10	130	389.81
Pipe 21	840	10	130	765.49
Pipe 23	349	10	130	741.93
Pipe 24	396	10	130	74.32
Pipe 25	1000	12	100	-303.03
Pipe 26	249	10	130	377.34

Link ID	Length ft	Diameter in	Roughness	Flow GPM
Pipe 27	342	10	130	667.61
Pipe 28	257	10	130	-569.40
Pipe 29	243	10	130	-569.40
Pipe 30	266	10	130	1237.01
Pipe 31	126	10	130	0.52

Network Table - Links

Link ID	Velocity fps	Unit Headloss ft/Kft	Friction Factor	Status
Pipe 1	5.87	9.73	0.018	Open
Pipe 2	5.87	9.73	0.018	Open
Pipe 3	8.45	23.65	0.018	Open
Pipe 4	8.45	23.65	0.018	Open
Pipe 5	8.43	23.58	0.018	Open
Pipe 6	8.42	23.52	0.018	Open
Pipe 7	3.86	5.54	0.020	Open
Pipe 8	3.85	5.53	0.020	Open
Pipe 9	3.78	5.33	0.020	Open
Pipe 10	3.78	5.33	0.020	Open
Pipe 11	3.70	5.13	0.020	Open
Pipe 12	0.08	0.00	0.035	Open
Pipe 13	0.00	0.00	0.000	Open
Pipe 14	3.62	4.93	0.020	Open
Pipe 15	3.17	5.06	0.032	Open
Pipe 16	0.55	0.20	0.042	Open
Pipe 17	2.33	2.17	0.022	Open
Pipe 18	2.83	3.12	0.021	Open
Pipe 19	1.59	1.08	0.023	Open
Pipe 20	1.59	1.08	0.023	Open
Pipe 21	3.13	3.76	0.021	Open
Pipe 23	3.03	3.54	0.021	Open
Pipe 24	0.30	0.05	0.029	Open
Pipe 25	0.86	0.45	0.039	Open
Pipe 26	1.54	1.01	0.023	Open

Link ID	Velocity fps	Unit Headloss ft/Kft	Friction Factor	Status
Pipe 27	2.73	2.91	0.021	Open
Pipe 28	2.33	2.17	0.022	Open
Pipe 29	2.33	2.17	0.022	Open
Pipe 30	5.05	9.13	0.019	Open
Pipe 31	0.00	0.00	0.720	Open



ALANN ENGINEERING GROUP, LLC
CIVIL ENGINEERS & PLANNERS
CERTIFICATE No. 28429
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
PHONE: (386) 672-5643
FAX: (386) 673-3927

FLAGLER LANDING
PALM COAST, FLORIDA
SANITARY SEWER PLAN

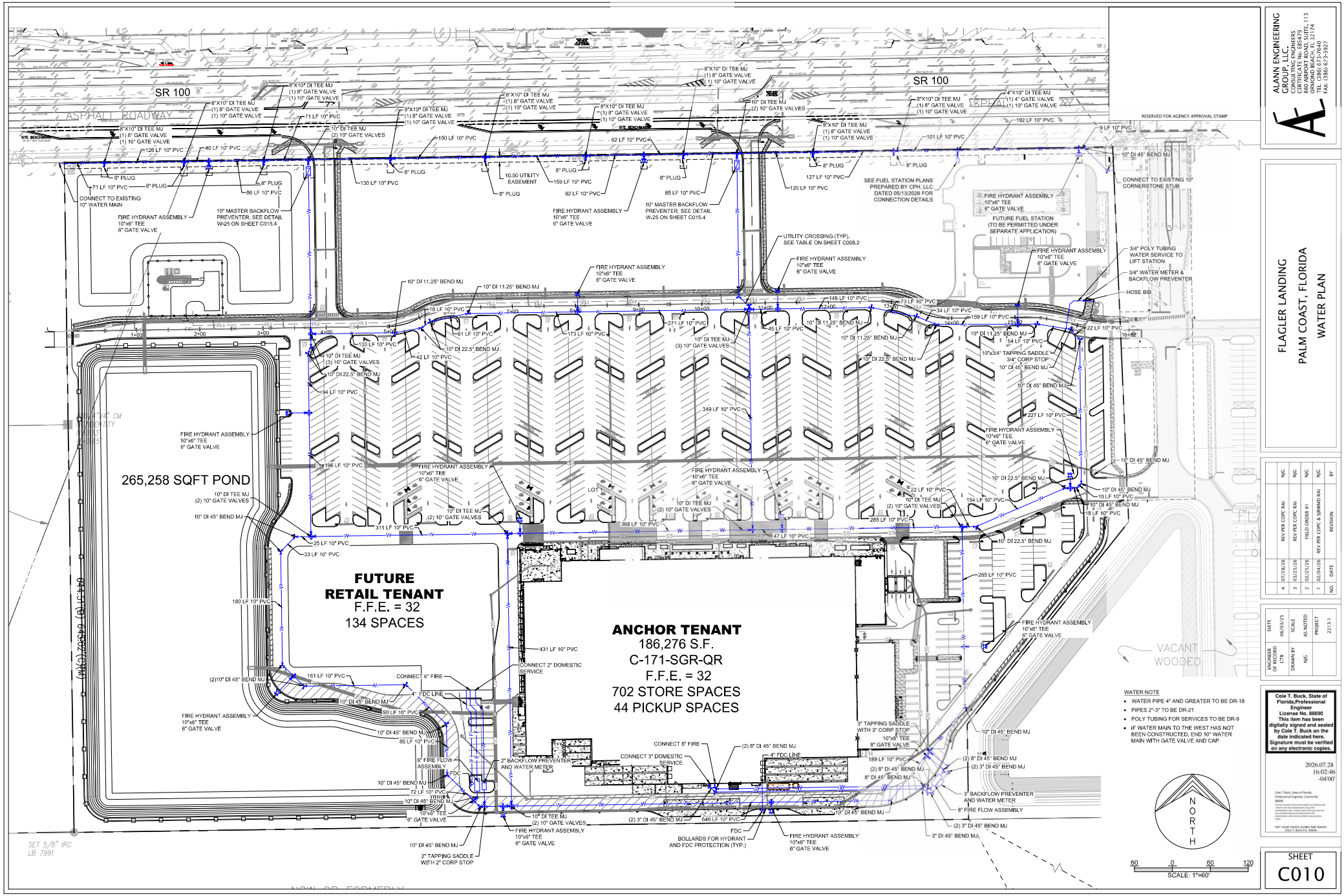
NO.	DATE	REVISION	BY
4	07/28/26	REV PER COPC RAI	NJC
3	03/23/26	REV PER COPC RAI	NJC
2	02/25/26	FIELD ORDER #1	NJC
1	02/04/26	REV PER COPC & SJRWMD RAI	NJC

DATE	06/03/25
SCALE	AS NOTED
DRAWN BY	NJC
PROJECT	2213-1
ENGINEER OF RECORD CTB	

Cole T. Buck, State of Florida,Professional Engineer License No. 88690 This item has been digitally signed and sealed by Cole T. Buck on the date indicated here. Signature must be verified on any electronic copies.

2026.07.28 16:02:45 -04'00'

SHEET C009



ALANN ENGINEERING GROUP, LLC
CIVIL ENGINEERS
CERTIFICATE No. EB5429
880 AIRPORT ROAD, SUITE 113
ORMOND BEACH, FL 32174
PHONE: (386) 672-3960
FAX: (386) 673-3927

FLAGLER LANDING
PALM COAST, FLORIDA
WATER PLAN

NO.	DATE	REVISION	BY
4	07/28/26	REV PER COPC RAI	NJC
3	03/23/26	REV PER COPC RAI	NJC
2	02/23/26	FIELD ORDER #1	NJC
1	02/04/26	REV PER COPC & SJRWMD RAI	NJC

DATE	06/03/25
SCALE	AS NOTED
PROJECT	2213-1
DRAWN BY	NJC
ENGINEER OF RECORD CTB	

Cole T. Buck, State of Florida,Professional Engineer
License No. 88690
This item has been digitally signed and sealed by Cole T. Buck on the date indicated here.
Signature must be verified on any electronic copies.

2026.07.28 16:02:46 -04'00'

SHEET
C010

Michael Hanson, A.I.C.P

From: Sanders, Michael <Michael.Sanders@dot.state.fl.us>
Sent: Wednesday, August 5, 2026 6:06 PM
To: Kimberly Buck; Kady Dearing; ken@atleegroup.net
Cc: Phong Nguyen, PTP; Sean Castello, PE; Buck, Steven; Browning, Stephen; Russ, Thomas; Scott Kehoe; Michael Hanson, A.I.C.P; Pearson, Jason
Subject: SR 100 at McCormick Drive - Flagler landing
Attachments: PLANRD-MCCORMICK-02-compressed.pdf

Kim,

This email confirms the Department's direction regarding the proposed Flagler Landings development. The Department will require implementation o the identified traffic capacity improvements as part o the State Access Permit process, subject to local government development approval.

Please proceed with incorporating these improvements into the permit plans and continue to coordinate with the Department's DeLand Operations Office or permit approval. We are available to discuss technical details regarding implementation o these improvements to acilitate permit approval and project implementation.

Thanks,
Mike

Michael Sanders, P.E.
Traffic Services Program Engineer
District Five
Florida Department o Transportation
719 S Woodland Blvd
DeLand FL 32720
Office # 386-943-5339
michael.sanders@dot.state.fl.us

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 100	FLAGLER	

SR 100 AT MCCORMICK DR
CONCEPT

SHEET NO.

city of PALM COAST
Community Development Department
Planning Division

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

August 13, 2026

FLAGLER VENTURE, LLC.
5851 TIMUQUANA RD, STE 301
JACKSONVILLE, FL 32210

RE: **FLAGLER LANDING 5TH COMMENT LETTER; TECHNICAL SITE PLAN TIER 3;**
Application#: 6587

Dear Mrs. Buck, P.E.,

Thank you for your recent application submittal. Staff has reviewed your documents, however; due to circumstances noted on the enclosed correspondence, your application cannot be approved at this time. The following attached are a list of staff comments based on the **5th** submittal.

If you desire to proceed, kindly resubmit the appropriate documents as follows:

- **Upload all electronically signed / sealed PDF plans to include revision dates. Unpaid fees will not allow you to resubmit your revised files.**
- **Upload files in a PDF format with civil plan sheets in a landscape orientation.**
- **Upload letter noting each comment and the manner in which each comment has been addressed.**
- **At resubmittal please upload all civil plan sheets as separate PDF files. Sheet file names must contain the sheet name and the sheet number ONLY.**

Each department shown below will have the reviewer's name and phone number. You may contact each department reviewer to discuss comments individually or if you wish, you can contact Irene Schaefer, 386-986-3749 to schedule a TRX meeting to discuss comments as a group.

Be aware upon your 3rd submittal of plans a resubmittal fee of 25% of the original application fee will be required. Please note that the City has implemented a Public Arts Ordinance 2024-18, that will require vertical construction valued at $1,000,000 or more, at time of building permit, to participate in the Art in Public Places Program.

If you have any questions concerning the comments noted, please contact me at (386)986-3787.

Sincerely,

Michael Hanson

MICHAEL HANSON, AICP,
Project Manager

Copy: Phong Nguyen, PTP,Planning Manager
TRX Team
Owner: FLAGLER PINES PROPERTIES LLC
4 LAMBERT COVE,
FLAGLER BEACH, FL 32136

Staff Comments 5th Submittal

Reviewing Department Comments

PLLA - PLANNING LANDSCAPE ARCH (386) 986-3760

Comments:

Held By: DENNIS R. LEAP, P.E. - (386)986-2482 - DLEAP@PALMCOASTGOV.COM

INFORMATIONAL COMMENT
Tree Mitigation Calculations have been reviewed and approved.
The result is that applicant shall pay into tree fund dollar amounts for:

782 Shade Trees at 2.5" Caliper; at ($625)
81 Shade Trees 3.0" Caliper;l at ($825)

The costs per tree were obtained from local landscape contractor who does a great deal of work in Palm Coast.

Payable to COPC Tree Fund

Hold will remain until this is agreed upon and paid.

PLTR - PLANNING TRANSPORTATION/CONCURRENCY

Comments:

Held By: PHONG NGUYEN - (386)986-3779 - PNGUYEN@PALMCOASTGOV.COM
AR 6587 Flagler Landings TSP Tier 3

1) Upon meeting FDOT requirements for improvements to McCormick/SR 100 intersection and half traffic signal at the western entrance to SR 100, then no further issues.

2) Upon satisfying the proportional share and payment as provided, no further comments.

3) Please include the above 2 comments as condition of Development Order approval.

.

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026 **Agenda Item:** G.2

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING PROPORTIONATE SHARE AND IMPACT FEE CREDIT AGREEMENT WITH FLAGLER PINES PROPERTIES FOR IMPROVEMENTS TO SR-100

Presenter: **Phong Nguyen, PTP, Planning Manager**

Attachments:

1. Resolution
2. Proportionate Share Agreement

Background:

This resolution enables the City Council to approve the attached Proportionate Share and Impact Fee Credit Agreement with Flagler Pines Properties, LLC., for their off-site improvements to SR-100 as a result of the Flagler Landings project impacts that will cause SR-100 to exceed the existing four lane capacity based on the City's adopted level of service. The Flagler Landings project is required to mitigate for the project's impact pursuant to Florida Statutes Chapter 163.3180 and LDC Chapter 7. The total proportionate share mitigation is $4,103,686.59.

This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING PROPORTIONATE SHARE AND IMPACT FEE CREDIT AGREEMENT WITH FLAGLER PINES PROPERTIES FOR IMPROVEMENTS TO SR-100

RESOLUTION 2026-_____
CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT BETWEEN THE CITY OF PALM COAST, FLORIDA AND FLAGLER PINES PROPERTIES, LLC; AUTHORIZING THE CITY MANAGER OR DESIGNEE, AND EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Flagler Pines Properties is the applicant developing approximately ±38.81 acres of property, which is zoned COM-2 General Commercial and is known as the **Flagler Landings** project; and

WHEREAS, the City has adopted a Proportionate Fair Share Program, as defined in Section 7.07 of the City of Palm Coast Land Development Code ("**LDC**" or "**Code**"), that establishes a method whereby the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors; and

WHEREAS, the Applicant desires to enter into this Agreement to obtain a final development order, as required in Section 7.04 and mitigate for impacts from the development of the mixed commercial/retail uses and intensities to satisfy the concurrency requirements; and

WHEREAS, the Applicant seeks by this Agreement to set forth its obligations regarding a contribution of funds for construction of improvements to the regional roadway network, pursuant to Section 163.3180, Florida Statutes (the "**Applicant's Transportation Contributions**"), to mitigate for the Concurrency Development's transportation impacts; and

WHEREAS, the Applicant's Transportation Contributions will provide a significant benefit to the impacted transportation system and advance implementation of the City's adopted Traffic Circulation Element; and

WHEREAS, the Applicant, the City and the Florida Department of Transportation ("FDOT"), District Five, have coordinated regarding certain improvements to the State Road

100 corridor consisting of a thru-cut and related pavement and traffic-signal modifications at SR 100 and McCormick Drive and traffic signals at the Applicant's western entrance and at the adjacent Gibbs Auto-Import site (collectively, the "Corridor Improvements"), which Corridor Improvements FDOT will require to be designed and constructed as a condition of the State Access Permit for the Concurrency Development, subject to local government development approval; and

WHEREAS, the Corridor Improvements are offsite improvements to the State Highway System that are not among the capacity improvements necessary to maintain the adopted level of service on the impacted roadways after accounting for the transportation impacts of the Concurrency Development, and are therefore not part of the Project Proportionate Share; the Applicant shall design and construct the Corridor Improvements at its initial cost and expense, and, upon their completion and a true-up of the actual design and construction costs, the Applicant shall be entitled to Road Impact Fee Credits equal to such actual costs, all as further provided in Section 6 of this Agreement; and

WHEREAS, the City of Palm Coast Road Transportation Impact Fees Ordinance 2025-12, as amended, allows impact fee credits to be granted for proportionate fair share payments, right-of-way dedication and transportation facility construction, and, as to credits for proportionate fair-share payments, Section 163.3180(5)(h)2.e., Florida Statutes, provides for a dollar-for-dollar credit for impact fees and other transportation concurrency mitigation requirements paid or payable for the project ("**Road Impact Fee Credits**"); and

WHEREAS, the City deems it to be in the public interest to recognize the Applicant's Transportation Contributions described in this Agreement in improving the transportation system in the portion of the City in which the Property is located; and

WHEREAS, the City has determined that Applicant is making commitments binding it and its successors and assigns to City of Palm Coast to provide the Applicant's Transportation Contributions to City transportation facilities to mitigate the impacts of the Concurrency Development pursuant to LDC Section 7.07; and

WHEREAS, the Code, as amended from time to time, allows the City's execution of this Agreement; and

WHEREAS, this Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate

capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development; and

WHEREAS, the Applicant or its successors and assigns will be required to pay Road Impact Fees for roads in connection with the Concurrency Development and, as a result, the Applicant is a "**Feepayer**" as defined in Ordinance 2025-12, as amended, which establishes the existence of Road Impact Fees and provides a procedure for awarding Road Impact Fee credits to Feepayers under certain circumstances.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF THE CONTRACT. The City Council hereby approves the terms and conditions of the Impact Fee Credit Contract between the City of Palm Coast, Florida and Flagler Pines Properties, LLC, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement as depicted in Exhibit "A."

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 Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution 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 Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective

immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of September 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY:

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” - Impact Fee Credit Contract

CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT
(Proportionate Fair Share Methodology, LDC Section 7.07)

THIS CONCURRENCY AND IMPACT FEE CREDIT AGREEMENT ("**Agreement**") is made as of this ____ day of _____, 20__, by and between **FLAGLER PINES PROPERTIES, LLC**, a Florida limited liability company ("**Applicant**"), whose address is 4 Lambert Cove, Flagler Beach, Florida 32136 and **CITY OF PALM COAST**, a Florida municipal corporation of the State of Florida ("**City**"), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164.

WITNESSETH:

WHEREAS, Applicant is developing approximately ±38.81 acres of property described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**"), which is zoned COM-2 General Commercial and is known as the **Flagler Landings** project.

WHEREAS, the City has adopted a Proportionate Fair Share Program, as defined in Section 7.07 of the City of Palm Coast Land Development Code ("**LDC**" or "**Code**"), that establishes a method whereby the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors.

WHEREAS, the Applicant desires to enter into this Agreement to obtain a final development order, as required in LDC Section 7.04 and mitigate for impacts from the development of the mixed commercial/retail uses and intensities set forth in **Exhibit "B"** on the Property (ITE Land Use Codes 813, 812, 945, 948, 712, 932, 720, 640, 934, 912 & 930) (the "**Concurrency Development**") to satisfy the concurrency requirements.

WHEREAS, the Applicant seeks by this Agreement to set forth its obligations regarding a contribution of funds for construction of improvements to the regional roadway network, pursuant to Section 163.3180, Florida Statutes (the "**Applicant's Transportation Contributions**"), to mitigate for the Concurrency Development's transportation impacts.

WHEREAS, the Applicant's Transportation Contributions will provide a significant benefit to the impacted transportation system and advance implementation of the Transportation Element of the City's adopted Comprehensive Plan.

WHEREAS, the Applicant, the City and the Florida Department of Transportation ("FDOT"), District Five, have coordinated regarding certain improvements to the State Road 100 corridor consisting of a thru-cut and related pavement and traffic-signal modifications at SR 100 and McCormick Drive and traffic signals at the Applicant's western entrance and at the adjacent Gibbs Auto-Import site (collectively, the "Corridor Improvements"), which Corridor Improvements FDOT will require to be designed and constructed as a condition of the State

Access Permit for the Concurrency Development, subject to local government development approval, as generally depicted on **Exhibit "E"** and estimated in **Exhibit "F"** attached hereto and incorporated herein by this reference.

WHEREAS, the Corridor Improvements are offsite improvements to the State Highway System that are not among the capacity improvements necessary to maintain the adopted level of service on the impacted roadways after accounting for the transportation impacts of the Concurrency Development, and are therefore not part of the Project Proportionate Share; the Applicant shall design and construct the Corridor Improvements at its initial cost and expense, and, upon their completion and a true-up of the actual design and construction costs, the Applicant shall be entitled to Road Impact Fee Credits equal to such actual costs, all as further provided in Section 6 of this Agreement.

WHEREAS, the City of Palm Coast Road Transportation Impact Fees Ordinance No. 2025-12, as amended, allows impact fee credits to be granted for proportionate fair share payments, right-of-way dedication and transportation facility construction, and, as to credits for proportionate fair-share payments, Section 163.3180(5)(h)2.e., Florida Statutes, provides for a dollar-for-dollar credit for impact fees and other transportation concurrency mitigation requirements paid or payable for the project ("**Road Impact Fee Credits**").

WHEREAS, the City deems it to be in the public interest to recognize the Applicant's Transportation Contributions described in this Agreement in improving the transportation system in the portion of the City in which the Property is located.

WHEREAS, the City has determined that Applicant is making commitments binding it and its successors and assigns to City of Palm Coast to provide the Applicant's Transportation Contributions to City transportation facilities to mitigate the impacts of the Concurrency Development pursuant to LDC Section 7.07.

WHEREAS, the Code, as amended from time to time, allows the City's execution of this Agreement.

WHEREAS, this Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

WHEREAS, the Applicant or its successors and assigns will be required to pay Road Impact Fees for roads in connection with the Concurrency Development and, as a result, the Applicant is a "**Feepayer**" as defined in Ordinance 2025-12, as amended, which establishes the existence of

Road Impact Fees and provides a procedure for awarding Road Impact Fee credits to Feepayers under certain circumstances.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Findings of Fact. The foregoing statements are true and correct and incorporated herein by reference as Findings of Fact.

2. Purpose. The Purpose of this Agreement is:

a. To grant any owner of the Property, or any portion thereof, traffic concurrency as provided for in Concurrency Certificate NO. _____ as required for the construction of the Concurrency Development authorized by this Agreement at any time during the term of this Agreement, as this Agreement may be amended or extended from time to time, subject to compliance with the terms and conditions of this Agreement and the Concurrency Certificate, as appropriate; and

b. To recognize the Applicant's Transportation Contributions as a significant benefit to the impacted transportation system in the area of the Property.

3. Uses and Intensities Statement. The Property is to be developed pursuant to its existing zoning classification with the mixed commercial/retail uses and intensities set forth in **Exhibit "B"** (no residential dwelling units), ITE Land Use Codes 813, 812, 945, 948, 712, 932, 720, 640, 934, 912 & 930. Amendments to the zoning classification and/or the proposed Concurrency Development from time to time, which do not increase the transportation impacts beyond the development intensities proposed or allowed therein or the equivalent thereof as identified in traffic impact analysis report submitted in support of any such ordinance and the request for concurrency, shall not affect the validity or vary the terms of this Agreement. If a zoning and/or Concurrency Development change is made that in any way increases such transportation impacts as set forth herein, this Agreement shall not be effective only as to the incremental development causing the increased impacts, but such incremental development shall not limit or impair any rights, privileges and benefits afforded by this Agreement.

4. Total Proportionate Share Obligation and Payment Schedule.

a. The opinion of probable construction costs estimate to improve all deficient roadways within the Concurrency Development's Traffic Impact Area equate to a total cost of **Nine Million One Hundred Eighty-One Thousand Two Hundred Seventy-Eight and 48/100 Dollars ($9,181,278.48)**, of which the proportionate fair share for the Concurrency Development impacts is calculated to be Four Million One Hundred Three Thousand Six Hundred Eighty-Six and 59/100

Dollars ($4,103,686.59) as detailed in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**Project Proportionate Share**").

b. The Project's Proportionate Share cash payment shall occur within two (2) years of the Effective Date of this Agreement; however, payment is required as a condition of, and prior to the issuance of, the first Site Development Permit that authorizes Vertical Development within the Property. Notwithstanding the foregoing, if the Road Impact Fee due for the first Vertical Development within the Property equals or exceeds the Project Proportionate Share and is paid within the above time period, no separate or advance cash payment of the Project Proportionate Share shall be required; instead, the City shall apply an amount equal to the Project Proportionate Share from the Road Impact Fee paid for that first development in full satisfaction of the Applicant's Proportionate Share obligation. In that event, because the Project Proportionate Share is satisfied from Road Impact Fees and not by a separate cash payment, no Road Impact Fee Credits shall be created or awarded under Sections 5 or 11 on account of the Project Proportionate Share; provided, however, that this sentence addresses only Road Impact Fee Credits arising from the Project Proportionate Share and does not limit or affect the separate Road Impact Fee Credits to which the Applicant is entitled for its design and construction of the Corridor Improvements under Section 6, which Credits shall be awarded upon completion and true-up as provided therein and may be recovered through the mechanism in Section 11. Except as so provided in Sections 6 and 11 with respect to recovery of the Corridor Improvement Credits, all Road Impact Fees for development within the Property shall be paid directly to the City in the ordinary course.

c. Site Development Permit; Vertical and Horizontal Development; De Minimis Infrastructure. For purposes of this Agreement: (i) "Site Development Permit" means a site development permit or equivalent construction authorization issued by the City for work within the Property; (ii) "Vertical Development" means the construction within the project of one or more occupiable buildings or structures on the Property for occupancy and use by an end user, the operation of which generates new external vehicular trips and the transportation impacts that are the subject of the Project Proportionate Share; and (iii) "Horizontal Infrastructure" means work for the project that does not authorize the vertical construction of any occupiable building or structure and does not, by itself, generate new external vehicular trips, including, without limitation, clearing, grubbing, excavation, filling, grading and earthwork; stormwater management and drainage; water, sewer, and other wet and dry utilities; and the construction of internal roadways, driveways, access connections, and turn lanes, together with the site-access and offsite capacity improvements and the Corridor Improvements described in Section 6 that are required by the City and/or FDOT. Because Horizontal

Infrastructure generates no new external vehicular trips and, in fact, will include the access-related and offsite capacity improvements that mitigate the Concurrency Development's transportation impacts, a Site Development Permit issued solely for Horizontal Infrastructure permits or approves development that creates a de minimis impact, if any, within the meaning of Section 163.3180(6), Florida Statutes, and as applied in LDC Sections 7.04.02.C and 7.07.02, and is exempt from transportation concurrency review for such work. Accordingly, the issuance of a Site Development Permit limited to Horizontal Infrastructure shall not constitute the issuance of a Site Development Permit authorizing Vertical Development and shall not trigger the Project Proportionate Share cash payment under Section 4.b; the Project Proportionate Share cash payment shall be triggered only by the issuance of the first Site Development Permit that authorizes Vertical Development within the Property.

d. No Vesting Until Payment. Notwithstanding the approval of the Concurrency Development's Technical Site Plan (AR 6587) or the issuance of any Site Development Permit for Horizontal Infrastructure, and consistent with LDC Sections 7.01 and 7.04.03, no development rights arising under or pursuant to the Technical Site Plan for the Concurrency Development shall vest, and no Site Development Permit authorizing Vertical Development shall be issued, until the Project Proportionate Share has been paid or otherwise satisfied in full as provided in Section 4.b. The Applicant acknowledges and agrees that transportation concurrency for Vertical Development within the Property is not vested by approval of the Technical Site Plan and remains subject to satisfaction of the Project Proportionate Share obligation under this Agreement.

e. The Proportionate Share payment shall be adjusted annually beginning January 1, 2027, and every January 1st thereafter until the date of payment using the average of the annual percentage increases in the Engineering News-Record Annual Construction Cost Index (National 20-city average) over the most recent three (3) calendar years for which data is published.

f. The Applicant's obligations pursuant to this Section 4 shall not be affected by any subsequent change imposed by any state or local agency to transportation concurrency mitigation; nor shall it be affected by any subsequent interpretation of current regulations relating to transportation concurrency mitigation without the express agreement of the City, in its sole discretion. Upon the Applicant's payment of the Project Proportionate Share, the Concurrency Development's transportation concurrency impacts shall be deemed fully mitigated in accordance with Section 163.3180(5)(h), Florida Statutes, and the City shall not require the Applicant to pay for or construct transportation facilities the cost of which would exceed the Project Proportionate Share.

g. Cost Cap. Notwithstanding any other provision of this Agreement, the Applicant's aggregate obligation for transportation improvements attributable to the Concurrency Development — including the Project Proportionate Share, the cost of designing and constructing the Corridor Improvements under Section 6, and Road Impact Fees due from the Concurrency Development, and after application of all Road Impact Fee Credits awarded under this Agreement — shall not exceed the greater of (i) the Project Proportionate Share or (ii) the Road Impact Fees due from the Concurrency Development, consistent with Section 163.3180(5)(h), Florida Statutes, and Section 70.45, Florida Statutes.

5. Specific Obligations and Rights of Applicant. The Applicant, its successors and assigns, shall be solely responsible for payment as in Subsection 4b. hereof. The Applicant shall receive Two Million Six Hundred Eighty-Nine Thousand Four Hundred Eighty-Three and 29/100 Dollars ($2,689,483.29) in road impact fee credits (the "Road Impact Fee Credits") for the cash payment upon the City's receipt of said cash payment, pursuant to Section 163.3180(5)(h), Florida Statutes, and LDC Section 7.07. The Road Impact Fee Credits described in this Section and in Section 11 arise only if and to the extent the Applicant makes a cash payment of the Project Proportionate Share; where the Project Proportionate Share is satisfied from Road Impact Fees under Section 4.b, no Road Impact Fee Credits shall be created or awarded on account of the Project Proportionate Share. The Road Impact Fee Credits addressed in this Section relate to the Project Proportionate Share only; the separate Road Impact Fee Credits for the Applicant's design and construction of the Corridor Improvements (the "**Corridor Improvement Credits**") are addressed in Section 6 and are in addition to any credits under this Section.

a. By way of further clarification, the total Road Impact Fee Credits available to the Applicant on account of the Project Proportionate Share have been reduced by One Million Four Hundred Fourteen Thousand Two Hundred Three and 30/100 Dollars ($1,414,203.30) pursuant to Section 163.3180(5)(h)2.e., Florida Statutes, and LDC Section 7.07.

$4,103,686.59	Proportionate Share Payment
– $1,414,203.30	Road Impact Fee Credit reduction
$2,689,483.29	Road Impact Fee Credit (Proportionate Share)

6. SR 100 Corridor Improvements Constructed by Applicant; Impact Fee Credit and True-Up.

a. Design and Construction Obligation. In coordination with FDOT, District Five, and as a condition of the State Access Permit for the Concurrency Development, the Applicant shall design and construct, at its initial cost and expense, the Corridor Improvements, consisting of (i) two half signals at the SR 100 intersection serving the Applicant's western entrance, with one serving the entrance into the Project site and one serving the entrance into the adjacent Gibbs

Auto-Import site (collectively, the "Western Signals"); and (ii) modifications to the existing traffic signals and pavement modifications at the SR 100/McCormick Drive intersection, all as generally depicted on **Exhibit "E"**, and as more particularly shown on the FDOT-approved permit plans (collectively, the "McCormick Improvements").

b. Not Part of Proportionate Share / Concurrency. The Corridor Improvements are offsite improvements to the State Highway System required by FDOT as a condition of the State Access Permit and are not among the capacity improvements necessary to maintain the adopted level of service on the impacted roadways after accounting for the transportation impacts of the Concurrency Development. Accordingly, the Corridor Improvements are not part of the Project Proportionate Share and are separate from the improvements itemized in **Exhibit "C"**, and neither the design nor the construction of the Corridor Improvements shall be required to satisfy the Concurrency Development's transportation concurrency, which is deemed fully mitigated upon satisfaction of the Project Proportionate Share under Section 4.

c. Onsite/Access Improvements Excluded. The Corridor Improvements do not include, and this Section does not apply to, the onsite and site-access-related improvements that are the sole cost and responsibility of the Applicant and are not creditable against Road Impact Fees, including the Applicant's right-turn lanes and the extension of the right-turn lane and addition of the left-turn lane serving the adjacent BJ's site. For the avoidance of doubt, the McCormick Drive westbound left-turn lane extension identified in **Exhibit "C"** remains a Project Proportionate Share element satisfied through the Project Proportionate Share and is not part of the McCormick Improvements or the Corridor Improvements.

d. Impact Fee Credit. The Applicant's design and construction of the Corridor Improvements constitute the construction of transportation facilities eligible for Road Impact Fee Credits. Upon completion of the Corridor Improvements (or any discrete component thereof) and the Applicant's payment of the actual costs of design and construction, the City shall award the Applicant Road Impact Fee Credits equal to the actual, documented and City-confirmed design and construction costs of the Corridor Improvements (the "Corridor Improvement Credits"), on a dollar-for-dollar basis against Road Impact Fees, pursuant to Section 163.3180(5)(h)2.e., Florida Statutes, and Ordinance 2025-12, as amended. The Corridor Improvement Credits are in addition to, and separate from, any Road Impact Fee Credits for the Project Proportionate Share under Sections 5 and 11. Notwithstanding the foregoing or any other provision of this Agreement, the aggregate Corridor Improvement Credits awarded to the Applicant under this Agreement shall not exceed Three Million and 00/100 Dollars ($3,000,000.00) (the "Corridor Improvement Credit Cap"), regardless of the actual design and

construction costs of the Corridor Improvements. To the extent the actual, documented and City-confirmed design and construction costs of the Corridor Improvements exceed the Corridor Improvement Credit Cap, such excess shall be the sole cost and responsibility of the Applicant and shall not be creditable against Road Impact Fees.

e. True-Up of Actual Costs; Issuance of Vouchers. The estimated costs of the Corridor Improvements are set forth in **Exhibit "F"**. Those estimates are for planning purposes only and are neither the measure of the Corridor Improvement Credits nor the Corridor Improvement Credit Cap. Within ninety (90) days after completion of and final payment for the Corridor Improvements (or a discrete component thereof), the Applicant shall submit to the City documentation of the actual design and construction costs incurred and paid (including invoices, paid receipts, lien releases and such other reasonable supporting documentation as the City may require). The City shall promptly review and confirm (true-up) the actual costs and, within thirty (30) days of confirmation, shall issue to the Applicant one or more vouchers evidencing Corridor Improvement Credits equal to the actual costs so confirmed, but not to exceed the Corridor Improvement Credit Cap, in the form and in accordance with the procedures set forth in Section 11.

f. Recovery; Reduction of Road Impact Fees. Because the Applicant is designing and constructing the Corridor Improvements rather than the City funding them from Road Impact Fees, the Road Impact Fees otherwise payable for development within the Property shall be reduced and offset, on a dollar-for-dollar basis, by the Corridor Improvement Credits. After the Road Impact Fee due for the first Vertical Development within the Property (anticipated to be the discount superstore/Walmart) has been applied in satisfaction of the Project Proportionate Share as provided in Section 4.b, the Applicant may recover the Corridor Improvement Credits from the Road Impact Fees due for subsequent development within the Property through the voucher and direct-payment mechanism set forth in Section 11, until the Corridor Improvement Credits are exhausted or otherwise expire in accordance with this Agreement and applicable law.

7. City Obligations.

a. By executing this Agreement, the City hereby authorizes this Agreement to be used as a basis for granting traffic or transportation concurrency and public facilities concurrency for the Concurrency Development within the Property as provided for in LDC Chapter VII. This authority extends, however, only to the authority contemplated by LDC Chapter VII and neither expressly nor impliedly relieves any party to this Agreement of the obligation to secure any and all other state, federal and local permits necessary to authorize the Concurrency

Development by this Agreement. The City shall issue a Final Certificate of Concurrency NO. _____ as of the Effective Date, which Final Certificate of Concurrency may precede the approval of this Agreement and be conditioned upon the approval of this Agreement and compliance with the conditions set forth in this Agreement.

b. The City recognizes that the Applicant's cash payment as significantly benefiting the impacted transportation system.

c. The City will adopt the Applicant's Transportation Contribution into the City's Five-Year Schedule of Capital Improvements in the City's Capital Improvements Element ("CIE") of its Comprehensive Plan at the next scheduled update.

8. Authority and Duration. This Agreement is made and granted pursuant to the City of Palm Coast Land Development Code and Section 163.3180, Florida Statutes, as they may be amended from time to time, and is effective from the Effective Date through the expiration of the Final Certificate of Concurrency, unless otherwise extended by extension of the Final Certificate of Concurrency or by agreement of the parties to this Agreement. In the event the Final Certificate of Concurrency is extended, the duration of this Agreement shall also be extended.

9. Extension of Agreement: Subsequent Change. The duration of this Agreement may be extended by the City. If the City modifies the Code with respect to the Concurrency Management System subsequent to the execution of this Agreement, or if a change in circumstances warrants, the City may, in its sole discretion, pursue such other method of mitigation so long as the rights granted to Applicant in this Agreement are not adversely impacted and remain unchanged, and the payment obligations of the Applicant do not increase.

10. Necessity to Obtain Permits. The Applicant acknowledges its obligation to obtain all necessary local development permits which may be needed for the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to the Property shall not relieve Applicant or its heirs, successors or assigns of the necessity of complying with federal, state and local permitting requirements, conditions, terms or restrictions as may be applicable. In the event Applicant encounters unanticipated delays in obtaining the required permits, or is unable to obtain the required permits, the City will not unreasonably deny, upon a showing of good cause, a request to extend the timeframes contemplated herein.

11. Impact Fees. Pursuant to Ordinance 2025-12, as amended, the City requires any person who seeks to develop land within City of Palm Coast, as evidenced by such person's application for a building permit or certificate of occupancy, to pay a Road Impact Fee so as to assure that such new development bears a proportional share of the cost of capital expenses necessary to provide roads in the City of Palm Coast.

a. Amount. Applicant has requested and the City has agreed to provide the Applicant, its successors and assigns, with certain Road Impact Fee Credits equal

to (i) the Road Impact Fee Credits (Proportionate Share) of Two Million Six Hundred Eighty-Nine Thousand Four Hundred Eighty-Three and 29/100 Dollars ($2,689,483.29), awarded upon the cash payment (if any) as provided in paragraph 4b above, and (ii) the Corridor Improvement Credits awarded under Section 6, in an amount equal to the actual design and construction costs of the Corridor Improvements as trued up and confirmed by the City upon completion, subject to the Corridor Improvement Credit Cap of Three Million and 00/100 Dollars ($3,000,000.00) set forth in Section 6, estimated as set forth in **Exhibit "F"**. The Road Impact Fee Credits shall be awarded to the Applicant, its successors and assigns as and when they arise under Sections 4b, 5 and 6, and may be applied against Road Impact Fees for development within the Property.

b. Method of Issuance. Road Impact Fees for development within the Property shall be paid directly to the City in the ordinary course under Chapter 29, Article II of the City Code of Ordinances (Transportation Impact Fees). The direct-payment and voucher procedure set forth in this Subsection shall apply to (i) any Project Proportionate Share paid by the Applicant in cash that is not otherwise satisfied from Road Impact Fees under Section 4.b, and (ii) the Corridor Improvement Credits awarded to the Applicant under Section 6. Where the Project Proportionate Share is satisfied from the Road Impact Fee paid for the first development within the Property and no Corridor Improvement Credits remain outstanding, no vouchers shall issue and all Feepayers shall pay Road Impact Fees directly to the City. In the circumstance where the City has issued vouchers/Credits to the Applicant, from and after such issuance, the Feepayers applying for building permits or certificates of occupancy in connection with any construction within the Property shall pay the amount due under the Road Impact Fee Ordinance directly to the Applicant, its successors and assigns. The Applicant, its successors and assigns, shall be fully responsible for notifying all Feepayers of this requirement and shall ensure that such payments are directly paid to the Applicant, its successors and assigns. Then, for so long as the total Road Impact Fee Credits for which the Applicant, its successors and assigns, has issued vouchers under this Agreement is less than the total Road Impact Fee Credits authorized by this Agreement, the Applicant, its successors and assigns, shall issue such Feepayer a voucher evidencing full payment of Road Impact Fees in connection with such Feepayer's application for building permit or certificate of occupancy. The voucher issued by the Applicant, its successors and assigns, shall contain a statement setting forth the amount of Road Impact Fee paid. An example of said voucher is attached hereto as **Exhibit "D"** and incorporated herein by this reference. Upon presentation of such voucher by the Feepayer, the City shall issue a receipt to the Feepayer and deduct the amount of such voucher from the Flagler Landings Road Impact Fee Credit account. In the event that the

City institutes an alternate mechanism to the current vouchers for Road Impact Fee Credits, such as a voucher-less system, the Applicant, its successors and assigns, may use said alternate system.

c. Sale of Development. In the event Applicant may determine to sell all or part of its Property, Applicant may sell, transfer, assign or convey all or part of its allocation of Road Impact Fee Credits to such purchaser, transferee, assignee or grantee for use only within the Property for such consideration as the Applicant determines. In such event, Applicant shall execute and deliver to the City, a copy of the instrument selling, transferring, assigning or granting its allocation of the Road Impact Fee Credit, or portion thereof, to a Feepayer. Applicant acknowledges that only one Impact Fee Credit account may exist at any given time for the Property.

d. Limitations on Amount/Assignability/Use. In no event shall Applicant sell, transfer, assign or convey all or part of the Road Impact Credits for use outside the Property, without the approval of the City. Further, Applicant acknowledges the total amount of such Road Impact Fee Credits may be further limited by Ordinance 2025-12, as amended, and in effect at the time this Agreement becomes effective and Applicant covenants and agrees that it will not challenge by a judicial proceeding the interpretation of the City Attorney's Office that the Road Impact Fee Credits identified or granted by this Agreement are limited to the extent and/or amount of Road Impact Fees which are due or become due from the Concurrency Development. Road Impact Fee Credits can be applied to extend the Final Certificate of Concurrency or Development Order.

12. Remedies. If any party hereto fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief. Notwithstanding anything to the contrary herein, the Applicant's obligations are expressly subject to the Applicant commencing development of the Property and said development requiring payment for concurrency pursuant to applicable Florida law. In addition to other remedies, the City may halt approval of additional plats or construction plans for non-residential construction within the Property until and unless the Applicant complies with the terms and conditions of Sections 4 and 5. The City may withhold building permit approvals for development on property owned by third parties as a result of failure of Applicant to comply with its payment guaranty.

13. Future Impact Fee Assessments, Proportionate Fair Share Refunds.

a. Nothing in this Agreement shall be deemed to require the City to continue to levy or collect Road Impact Fees, or if levied, to levy them for any certain amount.

b. Notwithstanding any other provision in this Agreement, no land, except the Concurrency Development within the Property, shall be, implicitly or explicitly, considered approved for concurrency, by virtue of this Agreement.

c. In the event that the proposed or constructed Concurrency Development is so modified as to create a net reduction of impacts to the impacted transportation or public facilities systems from those outlined in Section 3 herein and its related application for concurrency (Concurrency Application NO. _____), the Applicant, its successors and assigns, shall have the right to obtain a pro rata reduction by modification of this Agreement pursuant to the review and approval of a Concurrency Modification that results in reduced transportation impacts. In the event that the proportionate share obligation described at Section 4 above of this Agreement has already been met, Applicant shall hold a transportation concurrency credit for the Property equal to the pro rata reduction based on reduced transportation impacts.

d. The impact fee credits to be awarded pursuant to this Agreement shall be honored by the City toward payment of road impact fees for development within the Property or toward payment of any fee which replaces impact fees or connection fees if the City eliminates road impact fees and replaces them with some other road impact payment system for road construction.

14. <u>Binding Effect</u>. The burden of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. The rights and obligations of Applicant may be assigned and delegated to a successor or owner/developer and, in such event, the assignor shall be relieved of further liability under this Agreement. If the Applicant assigns its rights and obligations hereunder to another party, the Applicant must provide a copy of the instrument transferring or assigning the obligation(s) and specifying which obligation is being transferred and to whom.

15. <u>Applicable Law; Jurisdiction of Venue</u>. This Agreement and the rights and obligations of the parties hereto as they may appear herein, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Flagler County, Florida. The parties waive trial by jury. If any provision of this Agreement, or application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the development contemplated by this Agreement shall not relieve any party, or its successors in interest of the obligations to comply with the law governing such permit requirements, conditions, terms and

restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of any portion of the Property.

16. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. Exhibits. All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

18. Captions or Paragraph Headings. Captions and paragraphs headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

19. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

20. Effective Date. This Agreement shall become effective the date it is recorded in the Public Records of Flagler County, Florida (the "Effective Date"). If this Agreement is not executed by the Applicant and delivered to the City within thirty (30) days of approval, this Agreement shall become null and void.

21. Amendment. This Agreement may be amended by mutual written consent of the parties so long as the amendment meets the requirements of the Code.

22. Duration of Permits. The Applicant acknowledges that, except for the extension of the concurrency reservation of transportation capacity, this Agreement does not extend the duration of any other permits or approvals.

23. Further Assurances. Each of the parties hereto agrees, to the extent permitted by law, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonable requested by the other party in order to carry out the intent of this Agreement and give effect thereto to the extent allowed and in a manner permitted by law. Without any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

24. Notices. Any notices or reports required by this Agreement shall be sent to the following:

For the City:

City Manager
City of Palm Coast
160 Lake Ave
Palm Coast, Florida 32164

City Attorney
City of Palm Coast
160 Lake Ave
Palm Coast, Florida 32164

For Applicant:

Flagler Pines Properties, LLC
C/O Flagler Venture LLC
5851 Timuquana Road, Suite 301
Jacksonville, Florida 32210
INFO@AE-GROUP.COM

Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137
jay.livingston314@protonmail.com

25. Miscellaneous Provisions.

a. This Agreement and any Exhibits made a part of this Agreement, constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties.

b. This Agreement is made for the sole benefit and protection of the parties (their successors and assigns) and no other persons shall have any right of action under this Agreement.

c. All covenants, agreements, representations and warranties made in this Agreement shall be deemed to be material and relied on by each party to this Agreement.

d. If the Applicant has met all of its obligations under this Agreement, then, the rights granted to Applicant under this Agreement shall survive the termination of this Agreement and shall continue for so long as there remain any unused Road Impact Fee Credits.

e. Nothing in this Agreement shall act to allow Applicant to receive Road Impact Fee Credits for contributions provided by a government entity, including, but not limited to a Community Development District, but if a Community Development District makes such payments on behalf of a party, then it shall be entitled to the Road Impact Fee Credits.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

WITNESS:

_____

Print Name: _____

_____

Print Name: _____

CITY OF PALM COAST, FLORIDA

By: _____
Michael Norris, Mayor

Date: _____

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by Michael Norris, as Mayor of the City of Palm Coast.

_____
Notary Public, State of Florida
Print Name _____
My Commission Expires _____
My Commission Number is _____

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

WITNESS:

_____

Print Name: _____

_____

Print Name: _____

FLAGLER PINES PROPERTIES, LLC

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____ as _____ for FLAGLER PINES PROPERTIES, LLC.

_____
Notary Public, State of Florida
Print Name _____
My Commission Expires _____
My Commission Number is _____

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

EXHIBIT "A"

The Property (Legal Description)

A PARCEL OF LAND IN GOVERNMENT SECTION 8, TOWNSHIP 12 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1387, PAGE 1869 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF LOT 1, AIRPORT COMMERCE CENTER PHASE 2, AS RECORDED IN PLAT BOOK 38, PAGES 2-4, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200' RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100' (A 200' RIGHT-OF-WAY) S89°09′05″W A DISTANCE OF 1223.50' FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID RIGHT-OF-WAY LINE S02°27′01″E A DISTANCE OF 593.68 FEET; THENCE S38°32′07″W A DISTANCE OF 410.00 FEET; THENCE S00°50′03″E A DISTANCE OF 150.01 FEET; THENCE S89°09′52″W A DISTANCE OF 1414.74 FEET; THENCE N00°50′55″W A DISTANCE OF 1060.02 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200' RIGHT-OF-WAY); THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200' RIGHT-OF-WAU) N89°09′05″E A DISTANCE OF 1658.33 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 38.811 ACRES, MORE OR LESS.

EXHIBIT "B"

Uses and Intensities

Land Use	ITE LUC	Intensity
Free-Standing Discount Superstore	813	185,492 sq. ft.
Building Materials and Lumber Store	812	55,172 sq. ft.
Convenience Store / Gas Station	945	1,618 sq. ft. with 12 vehicle fueling positions
Automated Car Wash	948	One car wash tunnel (1,700 sq. ft.)
Small Office Building	712	4,000 sq. ft.
High-Turnover (Sit-Down) Restaurant	932	6,500 sq. ft.
Medical / Dental Office	720	3,750 sq. ft.
Animal Hospital / Veterinary Clinic	640	4,000 sq. ft.
Fast-Food Restaurant with Drive-Through	934	5,700 sq. ft. with one drive-through lane
Drive-In Bank	912	3,000 sq. ft. with two drive-through lanes
Fast Casual Restaurant	930	12,000 sq. ft.

EXHIBIT "C"

Proportionate Share Calculation

Improvement	Total Est. Improvement Cost	PS %	Proportionate Share
Roadway Segment Improvement			
SR 100 — Seminole Woods Blvd. to Bulldog Dr. (widen 4 to 6 lanes)	$6,683,380.44	48.12%	$3,216,042.67
CPI adjustment (5.80%)			$186,430.87
Segment Proportionate Share (with CPI)			**$3,402,473.54**
Off-Site Intersections			
SR 100 at Old Kings Rd. — optimize signal timings	$6,750.00	100.00%	$6,750.00
CPI adjustment (5.79%)			$391.06
Off-Site Intersection Proportionate Share (with CPI)			**$7,141.06**
Turn-Lane Length Extensions (PS = deficient length ÷ 300 ft × unit cost; unit cost includes 35% design/survey/CEI)			
SR 100 at Belle Terre Pkwy — Westbound right-turn lane deficient by 150 ft	$399,311.38	150/300	$199,655.69
SR 100 at Belle Terre Pkwy — Northbound right-turn lane deficient by 25 ft	$399,311.38	25/300	$33,275.95
SR 100 at Palm Coast Import Auto/Project Driveway #1 — Westbound left-turn lane deficient by 15 ft	$423,131.32	15/300	$21,156.57
SR 100 at McCormick Dr. — Westbound left-turn lane deficient by 110 ft	$423,131.32	110/300	$155,148.15
SR 100 at I-95 Ramps — Eastbound left-turn lane deficient by 50 ft	$423,131.32	50/300	$70,521.89
SR 100 at Old Kings Rd. — Northbound left-turn lane deficient by 125 ft	$423,131.32	125/300	$176,304.72
Turn-Lane Extension Subtotal			**$656,062.97**
CPI adjustment (5.79%)			$38,009.02
Turn-Lane Extension Proportionate Share (with CPI)			**$694,071.99**
PROPORTIONATE SHARE GRAND TOTAL			**$4,103,686.59**

Total Estimated Transportation Impact Fees (City of Palm Coast, per Ord. 2025-12): $7,352,962.56

EXHIBIT "D" — IMPACT FEE VOUCHER

Sample Transportation Impact Fee Voucher

Voucher No. _____

CITY OF PALM COAST ROAD IMPACT FEE VOUCHER
FLAGLER LANDINGS

Name and address of Grantor: Flagler Pines Properties, LLC / 4 Lambert Cove / Flagler Beach, Florida 32136

Name and address of Grantee: _____

Legal description of subject property: _____

Subdivision or Master Development Plan name: _____

The undersigned Grantor confirms that it has received from Grantee on _____, 202__ funds sufficient for the following impact fees required under the applicable City of Palm Coast Road Impact Fee Ordinance, as amended, as indicated below.

Grantor gives notice to City of Palm Coast, Florida that the following sums should be deducted from the applicable Road Impact Fee Credit Account of the Grantor.

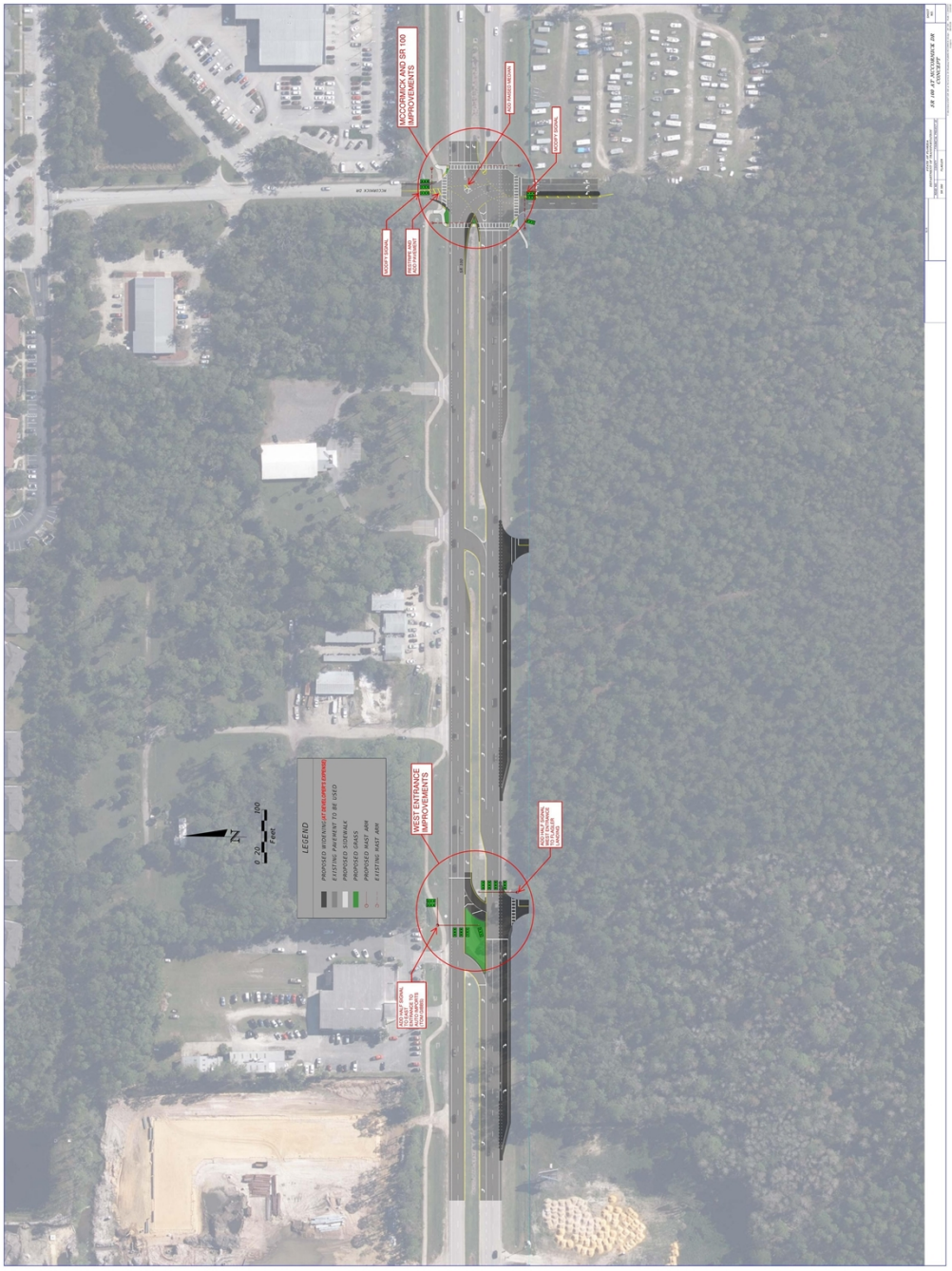
Road Impact Fees, Ordinance 2025-12, in the amount of $_____.

Grantor:

FLAGLER PINES PROPERTIES, LLC
By: _____
Print Name: _____
Its: _____

EXHIBIT "E"

SR 100 Corridor Improvements — Depiction (FDOT Concept: SR 100 at McCormick Drive)



This depiction is conceptual; the final scope, configuration and limits of the Corridor Improvements shall be as shown on the FDOT-approved State Access Permit plans, which shall control.

EXHIBIT "F"

Estimated Corridor Improvement Costs

(Planning-level estimates only — subject to true-up to actual cost under Section 6)

Corridor Improvement (by area and element)	Estimated Cost
Western Signals — two half signals: (1) serving the entrance into the Project site and (2) serving the entrance into the adjacent Gibbs Auto-Import site	$1,000,000.00
McCormick Improvements — (3) pavement modifications and (4) modifications to the existing traffic signals	$350,000.00
Design (ITS and lighting; all elements)	$150,000.00
TOTAL ESTIMATED CORRIDOR IMPROVEMENT COST	**$1,500,000.00**

The amounts shown above are planning-level estimates only and are provided for reference; the Corridor Improvements are generally depicted on Exhibit "E." Pursuant to Section 6 of this Agreement, the Road Impact Fee Credit (the Corridor Improvement Credit) to which the Applicant is entitled equals the actual design and construction costs incurred and paid by the Applicant for the Corridor Improvements, as documented by the Applicant and reviewed and confirmed (trued up) by the City upon completion. In no event shall the Corridor Improvement Credits exceed the Corridor Improvement Credit Cap of $3,000,000.00 set forth in Section 6.

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026 **Agenda Item:** G.3

Department COMMUNITY DEVELOPMENT **Division** CODE ENFORCEMENT	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING THE NUISANCE ABATEMENT FINAL ASSESSMENT

Presenter: **Code Enforcement**

Attachments:

1. Resolution
2. Final Nuisance Abatement List

Background: .

On March 2, 2010, the City adopted Ordinance 2010-03 to provide for the creation of an Assessment Area and authorize the imposition of Nuisance Abatement Assessments to be attached to the annual ad valorem tax bill sent by the County Tax Collector.

On December 21, 2010, the City adopted Resolution 2010-168 signifying its intent to use the uniform collection method to collect non-ad valorem assessments pursuant to Ordinance 2010-03.

On July 21, 2026, City Council adopted the Initial Assessment Resolution 2026-96 relating to the Nuisance Abatement Special Assessment.

Staff has prepared the Final Assessment Roll and Final Assessment Resolution for Council consideration. Pursuant to State Statutes, the notice of the public hearing was published in the newspaper of general circulation for Flagler County with the list of the affected property owners at least 20 days prior to the September 1, 2026, meeting.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING FINAL NUISANCE ABATEMENT ASSESSMENT

CITY OF PALM COAST, FLORIDA

NUISANCE ABATEMENT
FINAL ASSESSMENT RESOLUTION

ADOPTED _____

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RESOLUTION 2026-____
NUISANCE ABATEMENT FINAL ASSESSMENT RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, RELATING TO NUISANCE ABATEMENT WITHIN THE INCORPORATED AREA OF THE CITY; PROVIDING AUTHORITY AND DEFINITIONS; CREATING THE NUISANCE ABATEMENT SERVICE AREA; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; APPROVING THE NUISANCE ABATEMENT ASSESSMENT ROLL; PROVIDING FOR THE IMPOSITION OF THE NUISANCE ABATEMENT ASSESSMENTS; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; PROVIDING FOR THE EFFECT OF THIS RESOLUTION; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Palm Coast (the "City") adopted Ordinance No. 2010-03 on March 2, 2010, to provide for the imposition of special assessments for nuisance abatement which benefit property within the Assessment Area; and

WHEREAS, on July 21, 2026, the City Council adopted Resolution 2026-96 (the "Initial Assessment Resolution") proposing the creation of the Nuisance Abatement Service Area, describing the method of assessing the Nuisance Abatement Assessed Cost against the real property that will be specially benefitted thereby, and directing preparation of the Nuisance Abatement Roll and the provision of the notices required by law; and

WHEREAS, pursuant to the provisions of law, the City Council is required to confirm or repeal the Initial Assessment Resolution with such amendments as the City Council deems appropriate after hearing comments and receiving objections of all interested parties; and

WHEREAS, the Assessment Roll has been filed with the City Manager or his designee, as required by law; and

WHEREAS, as required by law, notice of a public hearing has been published and mailed to each property owner proposed to be assessed notifying such property owner of the opportunity to be heard concerning the assessments; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, a public hearing has been duly held on September 1, 2026, and comments and objections of all interested persons have been heard and considered as required by law.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Final Assessment Resolution is adopted pursuant to law, the Initial Assessment Resolution, as amended herein, Chapter 166, Florida Statutes, Article VIII, Section 2, Florida Constitution, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the Final Assessment Resolution. All capitalized terms in this Final Assessment Resolution shall have the meanings defined in the Initial Assessment Resolution, as amended herein.

SECTION 3. CREATION OF ASSESSMENT AREAS. The Nuisance Abatement Service Area is hereby created as an Assessment Area to include all property described in Section 2.04(A) and Appendix A to the Initial Assessment Resolution.

SECTION 4. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION. The Initial Assessment Resolution, as amended herein, is hereby ratified and confirmed.

SECTION 5. APPROVAL OF ASSESSMENT ROLL. The Nuisance Abatement Assessment Roll, which is currently on file in the office of the City Manager of his designee, is hereby approved.

SECTION 6. IMPOSITION OF ASSESSMENTS TO FUND NUISANCE ABATEMENT.

(A) The Tax Parcels described in the Nuisance Abatement Assessment Roll are hereby found to be specifically benefitted by the provision of the Nuisance Abatement services and programs in the amount of the Nuisance Abatement Assessment set forth in the Nuisance Abatement Assessment Roll.

(B) For the Fiscal Year commencing October 1, 2026, the estimated Nuisance Abatement Assessed Cost for the Nuisance Abatement Service Area shall be calculated and apportioned based upon the actual cost of Nuisance Abatement. The costs as set forth in the Initial Assessment Resolution in Section 2.04 are hereby approved and found to be a fair and reasonable method of assessing the costs for the benefited properties.

(C) The Nuisance Abatement Assessments as set forth in the Initial Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Nuisance Abatement Assessment Roll for the Fiscal Year commencing October 1, 2026.

(D) Upon adoption of this Final Assessment Resolution, the Nuisance Abatement Assessments shall constitute a lien against the assessed properties equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid. The lien shall be deemed perfected upon adoption by the City Council of this Final Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 7. COLLECTION OF ASSESSMENTS.

(A) The Nuisance Abatement Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

(B) Upon adoption of this Final Assessment Resolution, the City Manager or his/her designee shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 8. EFFECT OF FINAL RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments are computed, the Nuisance Abatement Assessment Roll, the terms for prepayment of the Assessments, the levy and lien of the Assessments, and the special benefit to assessed property) unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action on this Final Assessment Resolution.

SECTION 9. SEVERABILITY. The provisions of this Initial Assessment Resolution are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Nuisance Abatement Initial Assessment Resolution shall not be affected thereby.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of September 2026.

ATTEST: CITY OF PALM COAST

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY:

MARCUS DUFFY, CITY ATTORNEY

Attachments: Appendix A - Proof of Publication
Appendix B - Affidavit of Mailing
Appendix C - Form of Certificate to Non-Ad Valorem Assessment Roll

APPENDIX A
PROOF OF PUBLICATION

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Liliana Filipe
City of Palm Coast - Code
160 Lake AVE
Palm Coast FL 32164-2400

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

DTB Palm Coast News Tribune 07/22/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/22/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$200.72	
Tax Amount:	$0.00	
Payment Cost:	$200.72	
Order No:	12481829	# of Copies:
Customer No:	509541	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

Page 1 of 2

To Be Published on July 22, 2026:

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NUISANCE ABATEMENT SPECIAL ASSESSMENT

Notice is hereby given that the City Council of the City of Palm Coast will conduct a public hearing to consider the imposition of nuisance abatement special assessments for the provision of nuisance abatement services, facilities, and programs within the municipal boundaries of the City of Palm Coast.

The hearing will be held at 6:00 p.m., or as soon thereafter as can be heard, on September 1, 2026, at the City of Palm Coast Jon Netts Community Wing, 160 Lake Avenue, Palm Coast, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City of Palm Coast ADA Coordinator at (386) 986-2570, at least 48 hours prior to the date of the hearing.

The assessment for each parcel of property will be based upon the cost of nuisance abatement for each parcel.

Copies of the Nuisance Abatement Ordinance (Ordinance No. 2010-03), the Resolution (Resolution No. 2010-168), the Nuisance Abatement Initial Assessment Resolution (Resolution No. 2026-XX) and the preliminary Nuisance Abatement Assessment Roll are available for inspection in the City Clerk's office of the City of Palm Coast, located at 160 Lake Avenue, Palm Coast, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City of Palm Coast Code Enforcement Division of the Community Development Department at (386) 986-3764, Monday through Friday between 8:00 a.m. and 5:00 p.m.

CITY COUNCIL

CITY OF PALM COAST, FLORIDA

The properties to be assessed are as follows:

Property Address of Violation	Property Address of Violation	Property Address of Violation
20 Lewiston Court	14 Ryecroft Lane	157 Ulatum Trail
21 Lewiston Court	84 Ryland Drive	275 Underwood Trail
7 Lakeside Place West	40 Ryland Drive	32 Universal Trail
20 Fanwood Court	67 Ryberry Drive	15 Untermeyer Place
2 Columbus Court	12 Rybark Lane	98 Underwood Trail
16 Cold Spring Court	35 Ryapple Lane	90 Underwood Trail
88 Foster Lane	92 Rymshaw Drive	5 Ulster Court
93 Forrester Place	6 Rymen Lane	27 Ullian Trail
39 Francis Lane	1 Rymm Place	Rear of 21 Ullman Court
19 Freeport Lane	Rear of 4 Ryder Place	13 Seneca Path
5 Farson Place	66 Raemoor Drive	Right of 35 Seville Orange Path
1 Fairchild Lane	8 Rainbush Place	30 Seville Orange Path
22 Fallen Oak Lane	28 Rainbow Lane	33 Seven Wonders Trail
47 Faircastle Lane	133 Rae Drive	49 Seven Wonders Trail
15 Fallwood Lane	30 Radcliffe Drive	46 Seven Wonders Trail
29 Farnell Lane	5 Radial Place	36 Seven Wonders Trail
Left of 13 Farnell Lane	13 Radius Place	14 Serenade Place
30 Fitzgerald Lane	23 Rippling Brook Drive	11 Serbian Bellflower Trail
4 Fleet Place	107 Rickenbacker Drive	16 Seriema Place
18 Felshire Lane	57 Richmond Drive	17 September Place
64 Belleaire Drive	77 Richmond Drive	10 September Place
246 Beachway Drive	20 Riviera Drive	8 September Place
280 Beachway Drive	22 Richland Lane	Rear of 20 Seton Place
189 Beachway Drive	9 Richfield Place	29 Sea Shark Path
35 Ballenger Lane	20 Rivera Lane	Right of 1 Sea Swirl Place
16 Ballenger Lane	17 Rivera Lane	2 Seathorn Path
4 Barrister Lane	17 Riviere Lane	15 Smollett Place
Right of 3 Barring Place	42 Royal Oak Drive	2 Smollett Place
44 Bradmore Lane	40 Rose Drive	1 Seabury Place
91 Brewster Lane	1 Rosalie Place	8 Seagull Place
52 Bressler Lane	5 Rosalie Place	Right of 21 Slumber Path
72 Brownstone Lane	39 Russell Drive	Left of 22 Slumber Path
18 Cedar Hollow Court	27 Rockwell Lane	Left of 22 Slumberland Path
65 Cimmaron Drive	Corner of White View Pkwy & US Hwy 1 N	Right of 85 Slumber Meadow Trail
8 Boxwood Lane	15 Red Mill Drive	11 Slumber Meadow Trail
6 Bobbi Lane	26 Reinhardt Lane	Right of 30 Slumber Path
62 Boston Lane	31 Red Clover Lane	Left of 29 Slumberland Path
204 Boulder Rock Drive	21 Renfro Lane	93 Slumber Meadow Trail
7 Wasson Place	Rear of 95 Reidsville Drive	Right of 28 Slumberland Path
1 Windsor Place	13 Empire Lane	7 Slingshot Court
52 Wasserman Drive	19 Empire Lane	10 Slingshot Court
5 Wavecrest Place	60 Esperanto Drive	Right of 17 Sloganeer Trail
2 Walt Place	2 Elder Place	Left of 23 Sloganeer Trail
62 Wellesley Lane	41 Egret Trail	23 Slocum Path
15 Wellstone Drive	43 Egret Trail	37 Slocum Path
15 Westbrook Lane	12 Eton Lane	44 Slocum Path
32 Westmoreland Drive	23 Edgemont Lane	6 Sloganeer Trail
29 Westrock Lane	32 Edgewater Drive	19 Zoeller Court
84 Westhampton Drive	Rear of 1 Esperanto Drive	17 Ziegfeld Place
32 Whitcock Lane	52 Bunker View Drive	4 Zeda Place
72 Whippoorwill Drive	29 Buffalo Meadow Lane	Left of 10 Lladd Court
28 White Hurst Lane	4 Bidding Place	60 Llama Trail
23 White Feather Lane	212 Birchwood Drive	57 Llama Trail
40 Wheatfield Drive	117 Bird of Paradise Drive	Right of 8 Lloleeta Path
4 Princess Jeanette Place	20 Birchbark Lane	24 Lloyd Trail
8 Prince John Lane	Left of 22 Burnside Drive	26 Lloyd Trail
193 Pritchard Drive	Right & Rear of 35 Bird of Paradise Drive	13 Lloyd Trail
26 Price Lane	73 Luther Drive	12 Llosee Court
46 Pretoria Lane	20 Lyndenhurst Lane	7 Llowick Court
6 Presidential Lane	24 La Mancha Drive	Left of 30 Llestone Path
Left of 29 President Lane	12 Lamour Lane	9 Llovera Place
83 Persimmon Drive	20 Lamont Lane	35 Kankakee Trail
30 Pershing Lane	20 Lamoyne Lane	39 Kankakee Trail
2 Perrotti Place	40 Lancaster Lane	7 Kaslo Court
67 Persimmon Drive	9 Langdon Drive	14 Kalamazoo Trail
1 Pennsy Place	5 Laredo Place	5 Kathryn Place
16 Penn Manor Lane	9 Lindsay Place	82 Karas Trail
117 Parkview Drive	120 Lindsay Drive	78 Karas Trail
58 Peppercorn Lane	9 Lake Success Place	60 Karat Path
66 Parkview Drive	26 Louvet Lane	30 Karas Trail
19 Palermo Lane	13 London Drive	23 Karat Path
85 Palmwood Drive	99 Lee Drive	31 Karas Trail
20 Pine Hurst Lane	Rear of 73 Leidel Drive	23 Karas Trail
50 Pilgrim Drive	3 Lee Place	48 Blakemore Drive
74 Woodside Drive	70 Lema Lane	Rear of 59 Blare Drive
Rear of 50 Woodworth Drive	Rear of 3 Lewis Shire Place	180 Pinnacles Drive
43 Pony Express Drive	Rear of 62 Leidel Drive	Rear of 6 Zodiac Place
24 Pope Lane	Between 21 & 25 Long Place	Rear of 55 Kashmir Trail
7 Powder Lane	Right of 5 Lansdowne Lane	1 Zonal Court
25 Postman Lane	Left of 155 Laramie Drive	15 Old Oak Drive North
2 Poinette Place	33 Uthorne Place	1 New Water Oak Drive
17 Poindexter Lane	36 Utica Path	250 Palm Coast Pkwy NE

DB 4435103

APPENDIX B
AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Michael McGlothlin, who, after being duly sworn, depose and say:

1. Michael McGlothlin, as City Manager of the City of Palm Coast, Florida (the "City"), pursuant to the Non-Ad Valorem Assessment Program for Nuisance Abatement Improvements, the authority and direction received from the City Council, timely directed the preparation of the Nuisance Assessment Roll, and the preparation, mailing, and publication of notices in accordance with law and in conformance with the Nuisance Abatement Initial Assessment Resolution adopted by the City Council on July 21, 2026 (the "Initial Assessment Resolution").

2. Barbara Grossman is the Code Enforcement Manager for the City of Palm Coast. Barbara Grossman has caused the required notices required by the Assessment Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. Barbara Grossman has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the total revenue the City expects to collect by the assessment, a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title, a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within at least 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 22, 2026, Barbara Grossman directed the mailing of the above-referenced notices by Liliana Filipe, in accordance with the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by Flagler County Property Appraiser for the purpose of the levy and collection of ad valorem taxes. Notice to property owners receiving multiple individual notices were mailed, or caused to be mailed by Barbara Grossman on or before July 22, 2026.

FURTHER, AFFIANTS SAYETH NOT.

_____
Michael McGlothlin, City Manager, Affiant

_____
Barbara Grossman, Affiant
Code Enforcement Manager

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing Affidavit of Mailing was sworn to and subscribed before me by means of □ physical appearance or □ online notarization, this ____ day of _____, 2026 by Michael McGlothlin, City Manager of the City of Palm Coast, Florida, who is personally known to me or has produced _____as identification and did take an oath.

_____
NOTARY PUBLIC
My commission expires:_____

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing Affidavit of Mailing was sworn to and subscribed before me by means of □ physical appearance or □ online notarization, this ____ day of _____, 2026, by Barbara Grossman, as Code Enforcement Manager of the City of Palm Coast, Florida, who is personally known to me or has produced _____as identification and did take an oath.

_____
NOTARY PUBLIC
My commission expires:_____

FORM OF NOTICE MAILED TO PROPERTY OWNERS

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Owner Name
Address
City, State Zip

CITY OF PALM COAST, FLORIDA

NOTICE OF HEARING
TO IMPOSE AND PROVIDE FOR
COLLECTION OF NUISANCE ABATEMENT
NON-AD VALOREM ASSESSMENTS

NOTICE DATE: July 22, 2026

Tax Parcel # _____
Legal Description: Section ___Block ___ Lot ___
Property Address: _____

---

*You are receiving this letter because the City has performed **nuisance abatement** services on your property and expended public funds, and the City and taxpayers are entitled by law to be reimbursed.

As required by Section 197.3632, Florida Statutes, and Ordinance No. 2010-03, notice is given by the City of Palm Coast that an assessment for nuisance abatement services, facilities, and programs may be levied on your property for the assessment period of October 1, 2026-September 30, 2027, and future Fiscal Years. The purpose of this assessment is to fund nuisance abatement services within the City of Palm Coast. The total nuisance abatement assessment revenue to be collected within the City of Palm Coast is estimated to be **$_____** for the Fiscal Year beginning October 1, 2026. The assessment for each parcel or property will be based upon each parcel's location, classification, and the total number of Equivalent Residential Units attributable to that parcel.

The above parcel is classified as Residential

The total number of billing units on the above parcel is __1_____.

The type of billing units on the above parcel is __1_____.

The nuisance abatement assessment for the above parcel is **$_____** for the Fiscal Year beginning October 1, 2026.

A public hearing will be held at **6:00 PM**., or as soon thereafter as can be heard, on **September 1, 2026** at City of Palm Coast Community Wing, 160 Lake Avenue, Palm Coast, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceeding and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the ADA Coordinator at (386) 986-2570, at least 48 hours prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Nuisance Abatement Ordinance (Ordinance No. 2010-03), the Resolution (Resolution No. 2010-168), the Nuisance Abatement Initial Assessment Resolution (Resolution No. **2026-96**) and the preliminary Nuisance Abatement Assessment Roll are available for inspection in the City of Palm Coast, Community Development Department, located at 160 Lake Avenue, Palm Coast, Florida.

Both the non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year the assessment is imposed. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The City of Palm Coast **must receive** payment by **AUGUST 11, 2026** to avoid this payment being collected on your ad valorem tax bill for **2026.** **"Please send all payments to CODE ENFORCEMENT - CITY OF PALM COAST - 160 LAKE AVENUE - PALM COAST, FL 32164 to ensure that your payment is applied to the correct invoice(s)."**

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the City of Palm Coast Code Enforcement Division of the Community Development Department at (386) 986-3764, Monday through Friday between 8:00 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

APPENDIX C
FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Mayor of the City of Palm Coast, Florida, or authorized agent of the City of Palm Coast located in Flagler County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

IN WITNESS WHEREOF, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll, this _____ day of _____, 2026.

CITY OF PALM COAST, FLORIDA

By:_____
Printed Name: Michael Norris
Title: Mayor
Flagler County, Florida

Parcel I.D.	Section	Block	Lot	Property Owner's Name	St. #	Property Address of Violation	Address 1	Adress 2	City	State/Country	Zip	Code Case #	Invoice Amt.	Invoice#	Prop. Inv. Date	Violation
07-11-31-1040-00000-0100				Tajmir Ghafour Trustee	20	Lewiston Court	61 Longview Way N		Palm Coast	FL	32137	2025021308	$250.00	49542	6/12/2025	PUBLIC NUISANCE
07-11-31-1040-00000-0140				Irina Matatova	21	Lewiston Court	4410 Caldwell Palm Circle		Round Rock	TX	78665	2025021310	$250.00	49541	6/12/2025	PUBLIC NUISANCE
07-11-31-3740-00000-0270				Elizabeth Aquino Williams	7	Lakeside Place West	7 Lakeside Place W		Palm Coast	FL	32137	2025061094	$500.00	49783	7/28/2025	PUBLIC NUISANCE
07-11-31-7002-00040-0070	02	0004	007	Marie Di Bianco-Elk, Benito Di Bianco, & Diana Bellman Co-Personal Reps & Sherry Gaisford & Et Al	20	Fanwood Court	222 Seabreeze Blvd		Daytona Beach	FL	32118	2025090561	$165.00	50311	10/28/2025	PUBLIC NUISANCE
07-11-31-7004-00230-0340	04	0023	034	Henry A Bommelyn Jr & Tonya L Bommelyn	2	Columbus Court	5150 Foster Lane		Belgrade	MT	59714	2025070338	$165.00	49833	8/11/2025	PUBLIC NUISANCE
07-11-31-7004-00230-0340	04	0023	034	Henry A Bommelyn Jr & Tonya L Bommelyn	2	Columbus Court	5150 Foster Lane		Belgrade	MT	59714	2025080571	$565.00	50051	9/5/2025	PUBLIC NUISANCE
07-11-31-7004-00250-0300	04	0025	030	Albert W & Amy S Wiggins	16	Cold Spring Court	909 Dekalb Pike		Ambler	PA	19002	2025041088	$165.00	49398	5/29/2025	PUBLIC NUISANCE
07-11-31-7004-00250-0300	04	0025	030	Albert W & Amy S Wiggins	16	Cold Spring Court	909 Dekalb Pike		Ambler	PA	19002	2025060396	$165.00	49694	7/10/2025	PUBLIC NUISANCE
07-11-31-7004-00250-0300	04	0025	030	Albert W & Amy S Wiggins	16	Cold Spring Court	909 Dekalb Pike		Ambler	PA	19002	2025080177	$165.00	49945	8/20/2025	PUBLIC NUISANCE
07-11-31-7004-00250-0300	04	0025	030	Albert W & Amy S Wiggins	16	Cold Spring Court	909 Dekalb Pike		Ambler	PA	19002	2025081423	$165.00	50132	9/26/2025	PUBLIC NUISANCE
07-11-31-7004-00250-0300	04	0025	030	Albert W & Amy S Wiggins	16	Cold Spring Court	909 Dekalb Pike		Ambler	PA	19002	2025100374	$165.00	50353	11/5/2025	PUBLIC NUISANCE
07-11-31-7004-00250-0300	04	0025	030	Albert W & Amy S Wiggins	16	Cold Spring Court	909 Dekalb Pike		Ambler	PA	19002	2026040271	$165.00	51268	4/22/2026	PUBLIC NUISANCE
07-11-31-7007-00100-0100	07	0010	010	Rita M Carralero	88	Foster Lane	7725 SW 67th Terrace		Miami	FL	33143	2025071334	$1,675.00	50100	9/17/2025	PUBLIC NUISANCE
07-11-31-7007-00180-0370	07	0018	037	Gregory G & Kaye Lodzinski	93	Forrester Place	5315 Wyntree Ct		Peachtree Corners	GA	30071	2025090376	$300.00	50452	11/24/2025	PUBLIC NUISANCE
07-11-31-7007-00180-0370	07	0018	037	Gregory G & Kaye Lodzinski	93	Forrester Place	5315 Wyntree Ct		Peachtree Corners	GA	30071	2025090908	$300.00	50593	12/18/2025	PUBLIC NUISANCE
07-11-31-7007-00500-0020	07	0050	002	LisaAnn Martin	19	Freeport Lane	37 Fernon Lane		Palm Coast	FL	32137	2025071023	$700.00	50110	9/17/2025	PUBLIC NUISANCE
07-11-31-7009-00180-0370	09	0018	037	Apolos Construction LLC	1	Fairchild Lane	39 Mulberry Point Road		Guilford	CT	06437	2025020639	$270.00	49362	5/12/2025	PUBLIC NUISANCE
07-11-31-7009-00210-0030	09	0021	003	Maher Z Ayoub	22	Fallen Oak Lane	PO Box 112622		Carrollton	TX	75011	2025041235	$250.00	49812	8/1/2025	PUBLIC NUISANCE
07-11-31-7009-00240-0310	09	0024	031	Daniel Teixeira	15	Fallwood Lane	190 Washington Valley Rd		Morristown	NJ	07960	2025031679	$400.00	49449	6/2/2025	PUBLIC NUISANCE
07-11-31-7009-00260-0050	09	0026	005	Francis A Kelly Jr & Gail F Kelly	29	Farnell Lane	104 Carriage Hill Drive		Newington	CT	06111	2025060395	$100.00	49926	8/14/2025	PUBLIC NUISANCE
07-11-31-7010-00130-0150	10	0013	015	Michael A Thomas	30	Fitzgerald Lane	30 Fitzgerald Lane		Palm Coast	FL	32137	2025060536	$500.00	49909	8/12/2025	PUBLIC NUISANCE
07-11-31-7010-00190-0090	10	0019	009	Arra Development Inc	4	Fleet Place	26 Amsden Road		Ormond Beach	FL	32176	2025031490	$440.00	49724	7/14/2025	PUBLIC NUISANCE
07-11-31-7010-00200-0090	10	0020	009	Arra Development Inc	18	Felshire Lane	26 Amsden Road		Ormond Beach	FL	32176	2025070100	$440.00	50488	12/1/2025	PUBLIC NUISANCE
07-11-31-7011-00010-0910	11	0001	091	Alice & Erich Winter Life Estate	64	Belleaire Drive	64 Belleaire Drive		Palm Coast	FL	32137	2025071279	$165.00	49943	8/20/2025	PUBLIC NUISANCE
07-11-31-7011-00010-1810	11	0001	181	Maria L Coppola & Michele Copolla	246	Beachway Drive	751 N 13th Ave.		Hollywood	FL	33019	2025110162	$500.00	50816	1/29/2026	PUBLIC NUISANCE
07-11-31-7011-00010-1910	11	0001	191	Ella Harpster	280	Beachway Drive	280 Beachway Drive		Palm Coast	FL	32137	2025080412	$165.00	50130	9/26/2025	PUBLIC NUISANCE
07-11-31-7012-RP0C0-0000				Mpc Lots LLC	Right of 3	Barring Place	2379 Beville Road		Daytona Beach	FL	32119	2025101018	$1,200.00	50730	1/9/2026	PUBLIC NUISANCE
07-11-31-7013-00070-0400	13	0007	040	Dudley Keith Angell, Jr.	91	Brewster Lane	515 E 88th Street	#4f	New York	NY	10128	2025111015 & 2025111105	$450.00	50925	2/17/2026	PUBLIC NUISANCE
07-11-31-7013-00080-0550	13	0008	055	Ioannis & Vassiliki Rigos	52	Bressler Lane	570 Jesse Place		Union	NJ	07083	2025040638	$300.00	49555	6/12/2025	PUBLIC NUISANCE
07-11-31-7013-00250-0490	13	0025	049	Timothy F Moley	72	Brownstone Lane	162 Cambon Ave.		Saint James	NY	11780	2026020078	$1,000.00	51283	4/24/2026	PUBLIC NUISANCE
07-11-31-7014-00020-1980	14	0002	198	Paul Kabus	18	Cedar Hollow Court	18 Cedar Hollow Court		Palm Coast	FL	32137	2025080178	$165.00	49944	8/20/2025	PUBLIC NUISANCE
07-11-31-7014-00020-1980	14	0002	198	Paul Kabus	18	Cedar Hollow Court	18 Cedar Hollow Court		Palm Coast	FL	32137	2025090457	$165.00	50131	9/26/2025	PUBLIC NUISANCE
07-11-31-7014-00020-1980	14	0002	198	Paul Kabus	18	Cedar Hollow Court	18 Cedar Hollow Court		Palm Coast	FL	32137	2025101041	$165.00	50352	11/5/2025	PUBLIC NUISANCE
07-11-31-7014-00020-1980	14	0002	198	Paul Kabus	18	Cedar Hollow Court	18 Cedar Hollow Court		Palm Coast	FL	32137	2025120068	$165.00	50639	1/5/2026	PUBLIC NUISANCE
07-11-31-7014-00020-1980	14	0002	198	Paul Kabus	18	Cedar Hollow Court	18 Cedar Hollow Court		Palm Coast	FL	32137	2026030302	$165.00	51267	4/22/2026	PUBLIC NUISANCE
07-11-31-7014-00040-0220	14	0004	022	Sg Flagler Holdings LLC	65	Cimmaron Drive	165 Cypress Point Pkwy.	Ste. 7	Palm Coast	FL	32164	2025030561	$250.00	49435	5/29/2025	PUBLIC NUISANCE
07-11-31-7017-00040-0040	17	0004	004	Thomas R Anderson	8	Boxwood Lane	8 Carlos Court		Palm Coast	FL	32137	2025070550	$400.00	50460	11/24/2025	PUBLIC NUISANCE
07-11-31-7017-00050-0270	17	0005	027	Maria Franco & Guillermina Silva	6	Bobbi Lane	c/o Jose Luis Torres, Executor	2037 Tundra Dr	Burlington	NC	27217	2026010571	$400.00	51096	3/18/2026	PUBLIC NUISANCE
07-11-31-7017-00050-0270	17	0005	027	Maria Franco & Guillermina Silva	6	Bobbi Lane	c/o Jose Luis Torres, Executor	2037 Tundra Dr	Burlington	NC	27217	2026010574	$340.00	51242	4/20/2026	PUBLIC NUISANCE
07-11-31-7017-00060-0330	17	0006	033	Fernandes Team LLC	62	Boston Lane	5 Bowman Place		Palm Coast	FL	32137	2025101318	$165.00	50569	12/8/2025	PUBLIC NUISANCE
07-11-31-7017-00060-0330	17	0006	033	Fernandes Team LLC	62	Boston Lane	5 Bowman Place		Palm Coast	FL	32137	2026040154	$165.00	51278	4/22/2026	PUBLIC NUISANCE
07-11-31-7017-00070-0090	17	0007	009	Esp Ste Orlando III LLC	204	Boulder Rock Drive	237 South Dixie Highway	4th Floor	Coral Gables	FL	33133	2025100911	$165.00	50350	11/5/2025	PUBLIC NUISANCE
07-11-31-7018-00080-0090	18	0008	009	James Dussias	7	Wasson Place	3s335 Shagbark Lane		Glen Ellyn	IL	60137	2025070360	$600.00	50107	9/17/2025	PUBLIC NUISANCE
07-11-31-7018-00170-0010	18	0017	001	Michael Moniz	1	Windsor Place	505 Shelton Road		Greenville	GA	30222	2025070187	$165.00	49845	8/11/2025	PUBLIC NUISANCE
07-11-31-7018-00170-0010	18	0017	001	Michael Moniz	1	Windsor Place	505 Shelton Road		Greenville	GA	30222	2025090841	$165.00	50321	10/28/2025	PUBLIC NUISANCE
07-11-31-7018-00300-0120	18	0030	012	Jimmy Nichols & Nadine Bosse Innerarity	52	Wasserman Drive	c/o John Innerarity	301 Colony Dr	Hartsdale	NY	10530	2025090874	$250.00	50753	1/14/2026	PUBLIC NUISANCE
07-11-31-7019-00050-0080	19	0005	008	Smp Property Holdings LLC	5	Wavecrest Place	2379 Beville Road		Daytona Beach	FL	32119	2025081577	$270.00	50502	12/1/2025	PUBLIC NUISANCE
07-11-31-7019-00300-0060	19	0030	006	Guillermo & Luz Gil	2	Walt Place	1225 Robert Bowrassard, Apt 1202	Montreal, QC H3B 9A9		CANADA		2025070865	$400.00	50464	11/24/2025	PUBLIC NUISANCE
07-11-31-7021-00130-0080	21	0013	008	Jordan Carrison	62	Wellesley Lane	113 Golden Guard Dr		St Augustine	FL	32086	2025091498	$165.00	50322	10/28/2025	PUBLIC NUISANCE
07-11-31-7021-00130-0080	21	0013	008	Jordan Carrison	62	Wellesley Lane	113 Golden Guard Dr		St Augustine	FL	32086	2026030823	$165.00	51275	4/22/2026	PUBLIC NUISANCE
07-11-31-7022-00080-0420	22	0008	042	Joseph Lowe	15	Westbrook Lane	13104 SW 106 Ave.		Miami	FL	33176	2025030740	$400.00	49431	5/29/2025	PUBLIC NUISANCE
07-11-31-7022-00080-0420	22	0008	042	Joseph Lowe	15	Westbrook Lane	13104 SW 106 Ave.		Miami	FL	33176	2025030642	$400.00	49432	5/29/2025	PUBLIC NUISANCE
07-11-31-7022-00260-0100	22	0026	010	Frederick H & Agnes M St Cyr	32	Westmoreland Drive	32 Westmoreland Dr		Palm Coast	FL	32164	2025081276	$165.00	50062	9/5/2025	PUBLIC NUISANCE
07-11-31-7022-00260-0100	22	0026	010	Frederick H & Agnes M St Cyr	32	Westmoreland Drive	32 Westmoreland Dr		Palm Coast	FL	32164	2026040360	$165.00	51277	4/22/2026	PUBLIC NUISANCE
07-11-31-7022-00290-0200	22	0029	020	Svetlana Polyakova	29	Westrock Lane	148 Arena Lake Drive		Palm Coast	FL	32137	2025090183	$400.00	50374	11/6/2025	PUBLIC NUISANCE
07-11-31-7022-00330-0350	22	0033	035	Dudley Keith Angell, Jr.	84	Westhampton Drive	515 E 88th Street	#4f	New York	NY	10128	2025120917	$400.00	51108	3/18/2026	PUBLIC NUISANCE
07-11-31-7023-00090-0130	23	0009	013	Oksana Shalamov	32	Whitcock Lane	9945 64th Rd		Rego Park	NY	11374	2025101111	$300.00	50625	12/18/2025	PUBLIC NUISANCE
07-11-31-7023-00090-0130	23	0009	013	Oksana Shalamov	32	Whitcock Lane	9945 64th Rd		Rego Park	NY	11374	2025101265	$150.00	50929	2/17/2026	PUBLIC NUISANCE
07-11-31-7023-00400-0040	23	0040	004	Frances A Adams	28	White Hurst Lane	28 White Hurst Ln		Palm Coast	FL	32164	2025050866	$165.00	49532	6/11/2025	PUBLIC NUISANCE
07-11-31-7023-00500-0190	23	0050	019	Deborah G Rivera	23	White Feather Lane	23 White Feather Ln		Palm Coast	FL	32164	2025050868	$165.00	49531	6/11/2025	PUBLIC NUISANCE
07-11-31-7023-00500-0190	23	0050	019	Deborah G Rivera	23	White Feather Lane	23 White Feather Ln		Palm Coast	FL	32164	2025070004	$165.00	49844	8/11/2025	PUBLIC NUISANCE
07-11-31-7023-00500-0190	23	0050	019	Deborah G Rivera	23	White Feather Lane	23 White Feather Ln		Palm Coast	FL	32164	2025071327	$165.00	49949	8/20/2025	PUBLIC NUISANCE
07-11-31-7023-00500-0190	23	0050	019	Deborah G Rivera	23	White Feather Lane	23 White Feather Ln		Palm Coast	FL	32164	2025090169	$165.00	50141	9/26/2025	PUBLIC NUISANCE
07-11-31-7023-00500-0190	23	0050	019	Deborah G Rivera	23	White Feather Lane	23 White Feather Ln		Palm Coast	FL	32164	2025101158	$165.00	50360	11/5/2025	PUBLIC NUISANCE
07-11-31-7023-00500-0190	23	0050	019	Deborah G Rivera	23	White Feather Lane	23 White Feather Ln		Palm Coast	FL	32164	2026030824	$165.00	51276	4/22/2026	PUBLIC NUISANCE
07-11-31-7023-00580-0240	23	0058	024	Hau Huynh	40	Wheatfield Drive	PO Box 350434		Palm Coast	FL	32135	2025090632	$1,125.00	50375	11/6/2025	PUBLIC NUISANCE
07-11-31-7024-00130-0320	24	0013	032	Kent Fortune	8	Prince John Lane	743 E 46th Street		Savannah	GA	31401	2025051336	$270.00	49998	9/2/2025	PUBLIC NUISANCE
07-11-31-7024-00270-0100	24	0027	010	Robert Babak Hashemiyoon, Rowshanak Hashemiyoon, & Rameen Hashemiyoon	193	Pritchard Drive	c/o Dennis J Cummins Jr. Esq.	24-07 Broadway	Fair Lawn	NJ	07401	2025040124	$300.00	49407	5/29/2025	PUBLIC NUISANCE
07-11-31-7024-00270-0100	24	0027	010	Robert Babak Hashemiyoon, Rowshanak Hashemiyoon, & Rameen Hashemiyoon	193	Pritchard Drive	c/o Dennis J Cummins Jr. Esq.	24-07 Broadway	Fair Lawn	NJ	07401	2025040123	$375.00	49429	5/29/2025	PUBLIC NUISANCE
07-11-31-7024-00280-0310	24	0028	031	Paulo Marto, Maria Marto, & Carlos Marto	26	Price Lane	198 Arnoldale Road		West Hartford	CT	06119	2025070573	$500.00	50106	9/17/2025	PUBLIC NUISANCE
07-11-31-7024-00330-0010	24	0033	001	Preston J Merritt & Margaret P Merritt	46	Pretoria Lane	136 N Stowe Place		Trumbull	CT	06611	2025030640	$300.00	49406	5/29/2025	PUBLIC NUISANCE
07-11-31-7024-00330-0010	24	0033	001	Preston J Merritt & Margaret P Merritt	46	Pretoria Lane	136 N Stowe Place		Trumbull	CT	06611	2025030654	$150.00	49552	6/12/2025	PUBLIC NUISANCE
07-11-31-7024-00390-0380	24	0039	038	Gary H Johnston	6	Presidential Lane	c/o P K Walker Cucinella, Successor Trustee	320 East 5th Ave	Escondido	CA	92052	2025050196	$500.00	49557	6/12/2025	PUBLIC NUISANCE
07-11-31-7024-RP0Z0-0000				Antonio Abad & Michelle Abad Jtwros	Left Lot 29	President Lane	249 Valley Stream Lane		Southbury	CT	06488	2025050508	$250.00	49792	8/1/2025	PUBLIC NUISANCE
07-11-31-7025-00120-0210	25	0012	021	Nomer Inumerable & Lorcelli Inumerable, Trustees	83	Persimmon Drive	1939 Del Ciervo Pl		Camarillo	CA	93012	2025120161 & 2025120011	$450.00	50789	1/27/2026	PUBLIC NUISANCE
07-11-31-7025-00130-0220	25	0013	022	Ching Yi Kao	30	Pershing Lane	2431 24th Ave		San Francisco	CA	94101	2025101619	$300.00	50809	1/27/2026	PUBLIC NUISANCE
07-11-31-7025-00160-0170	25	0016	017	Lyang Urra Lancet & Markla D Williams-Urra	2	Perrotti Place	2 Perrotti Pl		Palm Coast	FL	32164	2025110898	$165.00	50641	1/5/2026	PUBLIC NUISANCE
07-11-31-7025-00180-0030	25	0018	003	Chung Fong & Chui Ling Chu	67	Persimmon Drive	717 55th St	Apt. R-1	Brooklyn	NY	11220	2025110845	$475.00	50736	1/9/2026	PUBLIC NUISANCE
07-11-31-7025-00230-0060	25	0023	006	Victor T Clavizzao	1	Pennsy Place	22 Barkley Lane		Palm Coast	FL	32137	2025050982	$165.00	49529	6/11/2025	PUBLIC NUISANCE
07-11-31-7025-00230-0060	25	0023	006	Victor T Clavizzao	1	Pennsy Place	22 Barkley Lane		Palm Coast	FL	32137	2025061303	$165.00	49836	8/11/2025	PUBLIC NUISANCE
07-11-31-7025-00230-0060	25	0023	006	Victor T Clavizzao	1	Pennsy Place	22 Barkley Lane		Palm Coast	FL	32137	2025080318	$165.00	50057	9/5/2025	PUBLIC NUISANCE
07-11-31-7025-00230-0060	25	0023	006	Victor T Clavizzao	1	Pennsy Place	22 Barkley Lane		Palm Coast	FL	32137	2025091153	$165.00	50319	10/28/2025	PUBLIC NUISANCE
07-11-31-7025-00240-0120	25	0024	012	Martin G & Shirley A Price	16	Penn Manor Lane	791 Ocean Pkwy		Berlin	MD	21811	2025070190	$500.00	50150	10/1/2025	PUBLIC NUISANCE
07-11-31-7025-00240-0120	25	0024	012	Martin G & Shirley A Price	16	Penn Manor Lane	791 Ocean Pkwy		Berlin	MD	21811	2025070165	$300.00	50324	10/28/2025	PUBLIC NUISANCE
07-11-31-7025-00310-0150	25	0031	015	Jose M & Celestina Nicolas	58	Peppercorn Lane	5 N Blackwater Lane		Key Largo	FL	33037	2025040392	$165.00	49402	5/29/2025	PUBLIC NUISANCE
07-11-31-7025-00710-0060	25	0071	006	Michael G & Petra Hubbard	19	Palermo Lane	19 Palermo Lane		Palm Coast	FL	32164	2025050004	$165.00	49403	5/29/2025	PUBLIC NUISANCE
07-11-31-7025-00710-0060	25	0071	006	Michael G & Petra Hubbard	19	Palermo Lane	19 Palermo Lane		Palm Coast	FL	32164	2025070500	$165.00	49905	8/12/2025	PUBLIC NUISANCE
07-11-31-7025-00710-0060	25	0071	006	Michael G & Petra Hubbard	19	Palermo Lane	19 Palermo Lane		Palm Coast	FL	32164	2025091046	$165.00	50318	10/28/2025	PUBLIC NUISANCE
07-11-31-7025-00740-0020	25	0074	002	Cheng Hai Tan & Anita Oranga	85	Palmwood Drive	229 Isabelo Fernando St	Malanday, Valenzuela City		PHILIPPINES		2025051103	$440.00	49997	9/2/2025	PUBLIC NUISANCE
07-11-31-7026-00010-0360	26	0001	036	Rosa Bifulco Et Al	20	Pine Hurst Lane	c/o David Sabatino	34 Norwood Ave.	Malverne	NY	11565	2025030205	$400.00	49545	6/12/2025	PUBLIC NUISANCE
07-11-31-7026-00430-0220	26	0043	022	One Third Construction LLC	50	Pilgrim Drive	4 Brighton Road	Suite 204	Clifton	NJ	07012	2025031086	$440.00	49705	7/14/2025	PUBLIC NUISANCE
07-11-31-7027-00030-0140	27	0003	014	George & Rosy K Chi Trustees	74	Woodside Drive	c/o Annie Chi Hansberger	8937 Morning Hills Dr	Riverside	CA	92508	2025071004	$700.00	50109	9/17/2025	PUBLIC NUISANCE
07-11-31-7027-00RP0-00A4				Mpc Lots LLC	Rear of 50	Woodworth Drive	2379 Beville Road		Daytona Beach	FL	32119	2025040608	$400.00	49437	5/29/2025	PUBLIC NUISANCE
07-11-31-7028-00090-0150	28	0009	015	Jayson Javon & Yvenite Dormevil	43	Pony Express Drive	43 Pony Express Dr		Palm Coast	FL	32164	2025061302	$165.00	49837	8/11/2025	PUBLIC NUISANCE
07-11-31-7028-00170-0220	28	0017	022	Josephine & Nicholas Malatestinic	24	Pope Lane	100 Elder Avenue		Staten Island	NY	10309	2025101466	$270.00	50843	2/2/2026	PUBLIC NUISANCE
07-11-31-7028-00290-0030	28	0029	003	David Bartholomew Werdann	7	Powder Lane	7 Powder Lane		Palm Coast	FL	32164	2025070426	$165.00	49838	8/11/2025	PUBLIC NUISANCE
07-11-31-7028-00320-0410	28	0032	041	Yauheni Boika	25	Postman Lane	108 Plain View Drive	Unit A	Palm Coast	FL	32164	2025060537	$165.00	49697	7/10/2025	PUBLIC NUISANCE
07-11-31-7028-00690-0040	28	0069	004	Sidney O John & Sylvia A John	2	Poinette Place	18 Burning Bush Dr		Palm Coast	FL	32137	2025090092	$600.00	50379	11/6/2025	PUBLIC NUISANCE
07-11-31-7029-00140-0140	29	0014	014	Alexander E Smith	14	Ryecroft Lane	14 Ryecroft Lane		Palm Coast	FL	32164	2025080643	$165.00	50060	9/5/2025	PUBLIC NUISANCE
07-11-31-7029-00240-0060	29	0024	006	Augusto Zayas Gonzalez	40	Ryland Drive	6 Folson Lane		Palm Coast	FL	32137	2025090224	$165.00	50137	9/26/2025	PUBLIC NUISANCE
07-11-31-7029-00410-0310	29	0041	031	Arturo M & Paciencia Pagsuyoin	12	Rybark Lane	7944 E Prairie Rd		Skokie	IL	60076	2025121047	$440.00	51248	4/20/2026	PUBLIC NUISANCE
07-11-31-7029-00410-0310	29	0041	031	Arturo M & Paciencia Pagsuyoin	12	Rybark Lane	7944 E Prairie Rd		Skokie	IL	60076	2026020958	$500.00	51297	4/24/2026	PUBLIC NUISANCE
07-11-31-7029-00600-0140	29	0060	014	Bernice Sinclair Meyers, Jamie Meyers, & Felicia Meyers	35	Ryapple Lane	20 East 18th St.	#b3	Brooklyn	NY	11226	2026020553	$400.00	51296	4/24/2026	PUBLIC NUISANCE
07-11-31-7029-00670-0170	29	0067	017	Robert Piech	92	Rymshaw Drive	1082 Bloor St	Mississauga, ON L4Y 2N4		CANADA		2026010285	$300.00	51133	4/1/2026	PUBLIC NUISANCE
07-11-31-7029-00730-0150	29	0073	015	George D & Joan W Allen	6	Rymen Lane	9219 Robert Frost Lane		Charlotte	NC	28213	2025050183	$500.00	49676	7/10/2025	PUBLIC NUISANCE
07-11-31-7029-00740-0050	29	0074	005	Konrad K Baltyn & Marcella Merton	1	Rymm Place	1 Rymm Place		Palm Coast	FL	32164	2025071350	$165.00	49947	8/20/2025	PUBLIC NUISANCE

07-11-31-7029-00740-0050	29	0074	005	Konrad K Baltyn & Marcella Merton	1	Rymm Place	1 Rymm Place		Palm Coast	FL	32164	2025090843	$365.00	50313	10/28/2025	PUBLIC NUISANCE
07-11-31-7029-RP0D4-0000				Mpc Lots LLC	Rear of 4	Ryder Place	2379 Beville Road		Daytona Beach	FL	32119	2025090630	$300.00	50608	12/18/2025	PUBLIC NUISANCE
07-11-31-7030-00050-0100	30	0005	010	Mallorie Gaughran	66	Raemoor Drive	66 Raemoor Drive		Palm Coast	FL	32164	2025060607	$165.00	49752	7/21/2025	PUBLIC NUISANCE
07-11-31-7030-00050-0100	30	0005	010	Mallorie Gaughran	66	Raemoor Drive	66 Raemoor Drive		Palm Coast	FL	32164	2025070836	$165.00	49906	8/12/2025	PUBLIC NUISANCE
07-11-31-7030-00050-0100	30	0005	010	Mallorie Gaughran	66	Raemoor Drive	66 Raemoor Drive		Palm Coast	FL	32164	2025081279	$365.00	50059	9/5/2025	PUBLIC NUISANCE
07-11-31-7030-00050-0100	30	0005	010	Mallorie Gaughran	66	Raemoor Drive	66 Raemoor Drive		Palm Coast	FL	32164	2025090020	$165.00	50142	9/26/2025	PUBLIC NUISANCE
07-11-31-7030-00160-0110	30	0016	011	Allan M & Estela M Cancio	8	Rainbush Place	c/o George & Arlene Toroundis	5 Willow Lane	Kings Park	NY	11754	2025090201	$400.00	50594	12/18/2025	PUBLIC NUISANCE
07-11-31-7030-00160-0110	30	0016	011	Allan M & Estela M Cancio	8	Rainbush Place	c/o George & Arlene Toroundis	5 Willow Lane	Kings Park	NY	11754	2025090094	$200.00	50603	12/18/2025	PUBLIC NUISANCE
07-11-31-7030-00230-0140	30	0023	014	Brian David & Melanie Marie Puckett	133	Rae Drive	2223 Bayberry Court		Dawsonville	GA	30534	2025070275	$165.00	49839	8/11/2025	PUBLIC NUISANCE
07-11-31-7030-00230-0140	30	0023	014	Brian David & Melanie Marie Puckett	133	Rae Drive	2223 Bayberry Court		Dawsonville	GA	30534	2025090225	$165.00	50135	9/26/2025	PUBLIC NUISANCE
07-11-31-7030-00230-0140	30	0023	014	Brian David & Melanie Marie Puckett	133	Rae Drive	2223 Bayberry Court		Dawsonville	GA	30534	2025100371	$165.00	50356	11/5/2025	PUBLIC NUISANCE
07-11-31-7030-00310-0490	30	0031	049	Svetlana & Oleksandr Kaplan	30	Radcliffe Drive	2730 W 33 St	#9-C	Brooklyn	NY	11224	2025110309	$300.00	50922	2/11/2026	PUBLIC NUISANCE
07-11-31-7030-00310-0490	30	0031	049	Svetlana & Oleksandr Kaplan	30	Radcliffe Drive	2730 W 33 St	#9-C	Brooklyn	NY	11224	2025110384	$150.00	50928	2/17/2026	PUBLIC NUISANCE
07-11-31-7030-00370-0100	30	0037	010	Ariel Fernandez & Idania Caceres	5	Radial Place	3 Radial Place		Palm Coast	FL	32164	2025040784	$350.00	49673	7/9/2025	PUBLIC NUISANCE
07-11-31-7030-00370-0100	30	0037	010	Ariel Fernandez & Idania Caceres	5	Radial Place	3 Radial Place		Palm Coast	FL	32164	2025011294	$150.00	49674	7/9/2025	PUBLIC NUISANCE
07-11-31-7030-00380-0130	30	0038	013	Jeffrey R & April-Nicole Wieland	13	Radius Place	18862 Quarter Horse Trail		Harbeson	DE	19951	2025070276	$165.00	49840	8/11/2025	PUBLIC NUISANCE
07-11-31-7031-00070-0050	31	0007	005	Mauricio & Isaura Lemoine	23	Rippling Brook Drive	7503 Lochness Drive		Miami Lakes	FL	33014	2026020440	$500.00	51292	4/24/2026	PUBLIC NUISANCE
07-11-31-7031-00110-0090	31	0011	009	Louis G Cappiello	107	Rickenbacker Drive	92 Bayonne Drive		Hewitt	NJ	07421	2026010698	$300.00	50806	1/27/2026	PUBLIC NUISANCE
07-11-31-7031-00110-0090	31	0011	009	Louis G Cappiello	107	Rickenbacker Drive	92 Bayonne Drive		Hewitt	NJ	07421	2026010634	$1,275.00	51103	3/18/2026	PUBLIC NUISANCE
07-11-31-7031-00110-0090	31	0011	009	Louis G Cappiello	107	Rickenbacker Drive	92 Bayonne Drive		Hewitt	NJ	07421	2026010700	$200.00	51131	4/1/2026	PUBLIC NUISANCE
07-11-31-7031-00240-0010	31	0024	001	Andrew Michael	57	Richmond Drive	114 Rubi Way		St. Augustine	FL	32095	2026010550	$300.00	51102	3/18/2026	PUBLIC NUISANCE
07-11-31-7031-00240-0110	31	0024	011	Alexander Shaposhnikov	77	Richmond Drive	2314 Dorington St	Unit D	Houston	TX	77030	2025120254	$300.00	50961	2/23/2026	PUBLIC NUISANCE
07-11-31-7031-00250-0030	31	0025	003	Barbara E Sweeting	20	Riviera Drive	20 Riviera Drive		Palm Coast	FL	32164	2025101161	$365.00	50357	11/5/2025	PUBLIC NUISANCE
07-11-31-7031-00250-0030	31	0025	003	Barbara E Sweeting	20	Riviera Drive	20 Riviera Drive		Palm Coast	FL	32164	2026040001	$165.00	51274	4/22/2026	PUBLIC NUISANCE
07-11-31-7031-00430-0110	31	0043	011	Douglas W Kaufman Sr, Edith Sieber, James Kaufman, & Allan Kaufman	22	Richland Lane	1700 Pennsylvania Ave		Whiting	NJ	08759	2025071534	$300.00	50337	11/4/2025	PUBLIC NUISANCE
07-11-31-7031-00450-0100	31	0045	010	Asila Holding LLC, 9 Richfield Place Land Trust, & Kelly L Boileau Trustee	9	Richfield Place	629 Cumberland Drive		Flagler Beach	FL	32136	2026040439	$165.00	51273	4/22/2026	PUBLIC NUISANCE
07-11-31-7031-00550-0090	31	0055	009	Israel Repolle	17	Rivera Lane	17 Rivera Lane		Palm Coast	FL	32164	2025120127 & 2025120129	$240.00	50642	1/5/2026	PUBLIC NUISANCE
07-11-31-7031-00560-0090	31	0056	009	Betty Jean Broughton	17	Riviere Lane	17 Riviere Lane		Palm Coast	FL	32164	2025051072	$165.00	49530	6/11/2025	PUBLIC NUISANCE
07-11-31-7031-00560-0090	31	0056	009	Betty Jean Broughton	17	Riviere Lane	17 Riviere Lane		Palm Coast	FL	32164	2025070337	$165.00	49841	8/11/2025	PUBLIC NUISANCE
07-11-31-7031-00560-0090	31	0056	009	Betty Jean Broughton	17	Riviere Lane	17 Riviere Lane		Palm Coast	FL	32164	2025080802	$165.00	50058	9/5/2025	PUBLIC NUISANCE
07-11-31-7031-00560-0090	31	0056	009	Betty Jean Broughton	17	Riviere Lane	17 Riviere Lane		Palm Coast	FL	32164	2025100067	$165.00	50355	11/5/2025	PUBLIC NUISANCE
07-11-31-7031-00560-0090	31	0056	009	Betty Jean Broughton	17	Riviere Lane	17 Riviere Lane		Palm Coast	FL	32164	2025120032	$1,500.00	50910	2/6/2026	PUBLIC NUISANCE
07-11-31-7032-00310-0090	32	0031	009	Stephanie Marie Henderson	40	Rose Drive	40 Rose Drive		Palm Coast	FL	32164	2025111118	$165.00	50643	1/5/2026	PUBLIC NUISANCE
07-11-31-7032-00310-0150	32	0031	015	Lilia Natanson	1	Rosalie Place	PO Box 040453		Brooklyn	NY	11204	2025060717	$250.00	49795	8/1/2025	PUBLIC NUISANCE
07-11-31-7032-00310-0170	32	0031	017	Debra A Coyne	5	Rosalie Place	7 Rosalie Place		Palm Coast	FL	32164	2025060418	$250.00	50166	10/1/2025	PUBLIC NUISANCE
07-11-31-7032-00400-0340	32	0040	034	John R Porter & Gloria W Porter	39	Russell Drive	563 Highbank Road		Severna Pk	MD	21146	2025060022	$270.00	51255	4/20/2026	PUBLIC NUISANCE
07-11-31-7032-00700-0140	32	0070	014	Fermina & Monica Equed	27	Rockwell Lane	190 72 SW 12th Street		Pembroke Pines	FL	33029	2025091520	$300.00	50931	2/17/2026	PUBLIC NUISANCE
07-11-31-7032-RP0J4-0000				Mpc Lots LLC	Corner of	White View Pkwy & US Hwy 1 N	2379 Beville Road		Daytona Beach	FL	32119	2025110467	$450.00	50796	1/27/2026	PUBLIC NUISANCE
07-11-31-7033-00030-0140	33	0003	014	Laura Richards	15	Red Mill Drive	2009 E McGalliard Ave		Hamilton	NJ	08610	2025021092	$150.00	49539	6/12/2025	PUBLIC NUISANCE
07-11-31-7033-00250-0230	33	0025	023	Leocadia A Mahoney, Executrix of the Estate of Gerald G Mahoney	31	Red Clover Lane	233 N Falmouth Hwy		North Falmouth	MA	02556	2025040785	$440.00	49707	7/14/2025	PUBLIC NUISANCE
07-11-31-7033-RP02I-0010				Mpc Lots LLC	Rear of 95	Reidsville Drive	2379 Beville Road		Daytona Beach	FL	32119	2025010437	$300.00	49420	5/29/2025	PUBLIC NUISANCE
07-11-31-7033-RP02I-0010				Mpc Lots LLC	Rear of 95	Reidsville Drive	2379 Beville Road		Daytona Beach	FL	32119	2025100807	$300.00	50623	12/18/2025	PUBLIC NUISANCE
07-11-31-7034-00060-0030	34	0006	003	Urszula J Hendrickson	13	Empire Lane	Diesel Str 3	47803 Krefeld		GERMANY		2025100517	$440.00	50499	12/1/2025	PUBLIC NUISANCE
07-11-31-7034-00060-0030	34	0006	003	Urszula J Hendrickson	13	Empire Lane	Diesel Str 3	47803 Krefeld	Krefeld	GERMANY		2025100488	$300.00	50557	12/8/2025	PUBLIC NUISANCE
07-11-31-7034-00060-0060	34	0006	006	Andrzej Gorzelski & Katarzyna Goman	19	Empire Lane	35 Longdale Street		Staten Island	NY	10314	2025100495	$300.00	50626	12/18/2025	PUBLIC NUISANCE
07-11-31-7034-00060-0060	34	0006	006	Andrzej Gorzelski & Katarzyna Goman	19	Empire Lane	35 Longdale Street		Staten Island	NY	10314	2025100527	$300.00	50846	2/2/2026	PUBLIC NUISANCE
07-11-31-7034-00430-0070	34	0043	007	Mikhail Ravich & Maya Ravich	60	Esperanto Drive	730 E Golf Rd	Unit F	Arlington Heights	IL	60005	2025011280	$170.00	49380	5/12/2025	PUBLIC NUISANCE
07-11-31-7034-00570-0040	34	0057	004	Gitsit Real Property LLC	2	Elder Place	333 South Anita Drive	Suite 400	Orange	CA	92868	2025060704	$165.00	49695	7/10/2025	PUBLIC NUISANCE
07-11-31-7034-00570-0040	34	0057	004	Gitsit Real Property LLC	2	Elder Place	333 South Anita Drive	Suite 400	Orange	CA	92868	2025090107	$165.00	50133	9/26/2025	PUBLIC NUISANCE
07-11-31-7034-00750-0190	34	0075	019	Vasireddy Bhoopal & Vasireddy S Kumari	41	Egret Trail	14125 Scott Lane		Orland Park	IL	60462	2026030016 & 2026030015	$450.00	51234	4/20/2026	PUBLIC NUISANCE
07-11-31-7034-00750-0200	34	0075	020	John M & Molley J Puthusseril	43	Egret Trail	610 Laramie Lane		Glenview	IL	60025	2025080987	$270.00	50500	12/1/2025	PUBLIC NUISANCE
07-11-31-7034-00790-0030	34	0079	003	Louis T M Conti	12	Eton Lane	4805 Bayshore Blvd.		Tampa	FL	33611	2025031051	$800.00	49425	5/29/2025	PUBLIC NUISANCE
07-11-31-7034-01210-0070	34	0121	007	Nitin K Poonawala	23	Edgemont Lane	11 Olde Mill Run		Medford	NJ	08055	2025080372	$400.00	50283	10/17/2025	PUBLIC NUISANCE
07-11-31-7034-01210-0070	34	0121	007	Nitin K Poonawala	23	Edgemont Lane	11 Olde Mill Run		Medford	NJ	08055	2025080546	$200.00	50340	11/4/2025	PUBLIC NUISANCE
07-11-31-7034-01210-0130	34	0121	013	Julio & Genia D Lara	32	Edgewater Drive	3 Norris Drive		Burr Ridge	IL	60527	2025050618	$300.00	49966	8/21/2025	PUBLIC NUISANCE
07-11-31-7034-RP0F3-0000				Mpc Lots LLC	Rear of 1	Esperanto Drive	2379 Beville Road		Daytona Beach	FL	32119	2026010701	$475.00	51104	3/18/2026	PUBLIC NUISANCE
07-11-31-7035-00440-0190	35	0044	019	Natalya Abramova & Maksim Abramov	52	Bunker View Drive	6123 Main St		Voorhees	NJ	08043	2025020630	$440.00	49379	5/12/2025	PUBLIC NUISANCE
07-11-31-7035-00890-0370	35	0089	037	Fcps LLC	29	Buffalo Meadow Lane	PO Box 230097		Brooklyn	NY	11223	2025090370	$400.00	50761	1/14/2026	PUBLIC NUISANCE
07-11-31-7035-00890-0370	35	0089	037	Fcps LLC	29	Buffalo Meadow Lane	PO Box 230097		Brooklyn	NY	11223	2026010470	$500.00	51129	4/1/2026	PUBLIC NUISANCE
07-11-31-7035-01280-0030	35	0128	003	Andrew A & Mark A Szypula	4	Bidding Place	9727 NE Juanita Drive	Apt 404	Kirkland	WA	98034	2026020411	$300.00	51235	4/20/2026	PUBLIC NUISANCE
07-11-31-7035-01420-0010	35	0142	001	Jiun H Lo & Agatha Yuh-Huey Lo	212	Birchwood Drive	20 Beaver Dam Drive		E Brunswick	NJ	08816	2025030874	$270.00	49720	7/14/2025	PUBLIC NUISANCE
07-11-31-7035-01480-0300	35	0148	030	Alejandro Cazzaro, Maximo Cazzaro, & Mirko Cazzaro	117	Bird of Paradise Drive	P.O. Box 02-5210		Miami	FL	33102	2025071275	$250.00	50472	11/24/2025	PUBLIC NUISANCE
07-11-31-7035-RP0E3-0000				Mpc Lots LLC	Left of 22	Burnside Drive	2379 Beville Road		Daytona Beach	FL	32119	2025030429	$500.00	49405	5/29/2025	PUBLIC NUISANCE
07-11-31-7035-RP0E3-0000				Mpc Lots LLC	Right & Rear of 35	Bird of Paradise Drive	2379 Beville Road		Daytona Beach	FL	32119	2025080088	$500.00	50342	11/4/2025	PUBLIC NUISANCE
07-11-31-7037-00080-0110	37	0008	011	Patricia Fitzgerald, Robert B Fitzerald Sr., & Robert B Fitzgerald Jr.	73	Luther Drive	295 Griner Road		Lake Park	GA	31636	2025061154	$165.00	49835	8/11/2025	PUBLIC NUISANCE
07-11-31-7037-00080-0110	37	0008	011	Patricia Fitzgerald, Robert B Fitzerald Sr., & Robert B Fitzgerald Jr.	73	Luther Drive	295 Griner Road		Lake Park	GA	31636	2025080387	$165.00	50054	9/5/2025	PUBLIC NUISANCE
07-11-31-7037-00300-0050	37	0030	005	Kenneth Rapske	12	Lamour Lane	37826 Mallast Street		Harrison Township	MI	48045	2025111068	$250.00	51073	3/6/2026	PUBLIC NUISANCE
07-11-31-7037-00310-0050	37	0031	005	Peter J & Patricia K DeMaria	20	Lamont Lane	388 Jessing Trl		Columbus	OH	43235	2025110145	$150.00	50926	2/17/2026	PUBLIC NUISANCE
07-11-31-7037-00360-0020	37	0036	002	Mei-Hsueh Chen	20	Lamoyne Lane	c/o Kuo I Chen	42 Underhill Avenue	Syosset	NY	11791	2025100610	$270.00	50828	2/2/2026	PUBLIC NUISANCE
07-11-31-7037-00410-0110	37	0041	011	Hing-Sheung & Sau-Ying Cheng	40	Lancaster Lane	115 Eldridge Street	Apt 3	New York	NY	10002	2025120657	$500.00	50957	2/23/2026	PUBLIC NUISANCE
07-11-31-7037-00410-0110	37	0041	011	Hing-Sheung & Sau-Ying Cheng	40	Lancaster Lane	115 Eldridge Street	Apt 3	New York	NY	10002	2025120658	$150.00	51081	3/6/2026	PUBLIC NUISANCE
07-11-31-7037-00410-0110	37	0041	011	Hing-Sheung & Sau-Ying Cheng	40	Lancaster Lane	115 Eldridge Street	Apt 3	New York	NY	10002	2025120658	$150.00	51122	4/1/2026	PUBLIC NUISANCE
07-11-31-7037-00440-0190	37	0044	019	Muwaffaq K Khedery	9	Langdon Drive	Alameda Da Guia, N 6 - 3 Esq	2750-368 Cascais		PORTUGAL		2025120170	$250.00	51075	3/6/2026	PUBLIC NUISANCE
07-11-31-7037-00590-0070	37	0059	007	Guadalupe Ginocchio	5	Laredo Place	8302 Woodsong Row		Hudson	FL	34667	2025050869	$165.00	49526	6/11/2025	PUBLIC NUISANCE
07-11-31-7037-00590-0070	37	0059	007	Guadalupe Ginocchio	5	Laredo Place	8302 Woodsong Row		Hudson	FL	34667	2025060878	$165.00	49751	7/21/2025	PUBLIC NUISANCE
07-11-31-7037-00590-0070	37	0059	007	Guadalupe Ginocchio	5	Laredo Place	8302 Woodsong Row		Hudson	FL	34667	2025070769	$165.00	49904	8/12/2025	PUBLIC NUISANCE
07-11-31-7037-00590-0070	37	0059	007	Guadalupe Ginocchio	5	Laredo Place	8302 Woodsong Row		Hudson	FL	34667	2025080569	$165.00	50053	9/5/2025	PUBLIC NUISANCE
07-11-31-7037-00590-0070	37	0059	007	Guadalupe Ginocchio	5	Laredo Place	8302 Woodsong Row		Hudson	FL	34667	2025090403	$165.00	50134	9/26/2025	PUBLIC NUISANCE
07-11-31-7037-00590-0070	37	0059	007	Guadalupe Ginocchio	5	Laredo Place	8302 Woodsong Row		Hudson	FL	34667	2025100375	$165.00	50354	11/5/2025	PUBLIC NUISANCE
07-11-31-7037-00590-0070	37	0059	007	Guadalupe Ginocchio	5	Laredo Place	8302 Woodsong Row		Hudson	FL	34667	2025120067	$165.00	50640	1/5/2026	PUBLIC NUISANCE
07-11-31-7037-00590-0070	37	0059	007	Guadalupe Ginocchio	5	Laredo Place	8302 Woodsong Row		Hudson	FL	34667	2026031209	$165.00	51270	4/22/2026	PUBLIC NUISANCE
07-11-31-7037-00660-0110	37	0066	011	Jean Joseph M Bruny	9	Lindsay Place	53 Topside Lane		Staten Island	NY	10309	2025080303	$270.00	50175	10/1/2025	PUBLIC NUISANCE
07-11-31-7037-00940-0040	37	0094	004	Danielle P Heller	9	Lake Success Place	Kluseweg 36	8032 Zurich		SWITZERLAND		2025061547	$1,000.00	49929	6/14/2025	PUBLIC NUISANCE
07-11-31-7037-00940-0040	37	0094	004	Danielle P Heller	9	Lake Success Place	Kluseweg 36	8032 Zurich		SWITZERLAND		2025070141	$170.00	50172	10/1/2025	PUBLIC NUISANCE
07-11-31-7037-01020-0150	37	0102	015	Kashif Shamsi & Saira Kashif Shamsi	26	Louvet Lane	PO Box 105507	Abu Dhabi		UNITED ARAB EMIRATES		2025021286	$270.00	49719	7/14/2025	PUBLIC NUISANCE
07-11-31-7037-01060-0220	37	0106	022	Yuen Kwei Zee	13	London Drive	61-55 98th St	Apt 8n	Rego Park	NY	11374	2025051127	$300.00	49779	7/28/2025	PUBLIC NUISANCE
07-11-31-7037-01060-0220	37	0106	022	Yuen Kwei Zee	13	London Drive	61-55 98th St	Apt 8n	Rego Park	NY	11374	2025051128	$300.00	49971	8/21/2025	PUBLIC NUISANCE
07-11-31-7037-01380-0070	37	0138	007	Brian Page	99	Lee Drive	81 Pole Hill Road		Bethany	CT	06524	2025070968	$400.00	50455	11/24/2025	PUBLIC NUISANCE
07-11-31-7037-01450-0070	37	0145	007	Rafael Pacheco & Yolanda DePacheco	3	Lee Place	Conjunto Residencial La Oliven	Th 17 Los Olivas Puerto Ordaz	Edobolivar	VENEZUELA		2025070974	$400.00	50478	11/24/2025	PUBLIC NUISANCE
07-11-31-7037-0RP0A-0002				Matanzas Gc Palm Coast LLC	Rear of 3	Lewis Shire Place	200 Ocean Crest Drive	Unit 1111	Palm Coast	FL	32137	2024120846	$400.00	49682	7/10/2025	PUBLIC NUISANCE
07-11-31-7037-0RP0A-0002				Matanzas Gc Palm Coast LLC	Rear of 62	Leidel Drive	200 Ocean Crest Drive	Unit 1111	Palm Coast	FL	32137	2025080647	$300.00	50343	11/4/2025	PUBLIC NUISANCE
07-11-31-7037-0RP0A-0002				Matanzas Gc Palm Coast LLC	Rear of 62	Leidel Drive	200 Ocean Crest Drive	Unit 1111	Palm Coast	FL	32137	2025100554	$800.00	50563	12/8/2025	PUBLIC NUISANCE
07-11-31-7037-0RP0A-0000				Premier Re Investments Inc	Between 21 & 25	Long Place	1718 Capitol Ave.		Cheyenne	WY	82001	2025030345	$400.00	49550	6/12/2025	PUBLIC NUISANCE
07-11-31-7037-RP0G3-0000				Mpc Lots LLC	Right of 5	Lansdowne Lane	2379 Beville Road		Daytona Beach	FL	32119	2025120645	$250.00	51080	3/6/2026	PUBLIC NUISANCE
07-11-31-7037-RP0H1-0000				Mpc Lots LLC	Left of 155	Laramie Drive	2379 Beville Road		Daytona Beach	FL	32119	2025110041	$400.00	50815	1/29/2026	PUBLIC NUISANCE
07-11-31-7057-00040-0100	57	0004	010	Leandro A Diaz In Trust For Robert L Crawford	33	Uthorne Place	543 W 211th Street	Apt 32-B	New York	NY	10034	2025090333	$900.00	50372	11/6/2025	PUBLIC NUISANCE
07-11-31-7057-00040-0100	57	0004	010	Leandro A Diaz In Trust For Robert L Crawford	33	Uthorne Place	543 W 211th Street	Apt 32-B	New York	NY	10034	2025090358	$340.00	50496	12/1/2025	PUBLIC NUISANCE
07-11-31-7057-00130-0040	57	0013	004	Raquel Pais & Ettore Pais	36	Utica Path	216 Speer Avenue	Apt 2	Clifton	NJ	07013	2025120864	$440.00	51254	4/20/2026	PUBLIC NUISANCE
07-11-31-7057-00250-0110	57	0025	011	Theodore Baker Trust & Donna Baker Peat, Trustee	157	Ulaturn Trail	976 Flamingo Dr SW		Atlanta	GA	30311	2025100750	$165.00	50363	11/5/2025	PUBLIC NUISANCE
07-11-31-7057-00290-0050	57	0029	005	Witold & Halina Lopatto	275	Underwood Trail	177 Cynthia Road	Tiny, ON L9M 0T8		CANADA		2026020264	$300.00	51238	4/20/2026	PUBLIC NUISANCE
07-11-31-7057-00410-0040	57	0041	004	Greater Dayton Islamic Foundation Inc	32	Universal Trail	3662 E Patterson Road		Beavercreek	OH	45430	2025090238	$270.00	50495	12/1/2025	PUBLIC NUISANCE
07-11-31-7057-00420-0110	57	0042	011	Huei-Mei Lien	15	Untermeyer Place	954 Helen Ave	Apt 3	Sunnyvale	CA	94086	2025050216	$250.00	49805	8/1/2025	PUBLIC NUISANCE
07-11-31-7057-00430-0140	57	0043	014	SW Property Holdings LLC	98	Underwood Trail	2379 Beville Road		Daytona Beach	FL	32119	2025101416	$270.00	50842	2/2/2026	PUBLIC NUISANCE
07-11-31-7057-00430-0170	57	0043	017	Clifford A Brooks	90	Underwood Trail	PO Box 1137		Prince Frederick	MD	20678	2025101400	$450.00	50605	12/18/2025	PUBLIC NUISANCE
07-11-31-7057-00670-0120	57	0067	012	Marie H Karam	5	Ulster Court	c/o Andrew Karam	494 Buena Vista Avenue	Redwood City	CA	94070	2026010461	$300.00	51136	4/1/2026	PUBLIC NUISANCE
07-11-31-7057-00740-0040	57	0074	004	Mpc Lots LLC	27	Ullian Trail	2379 Beville Road		Daytona Beach	FL	32119	2025050331	$250.00	49804	8/1/2025	PUBLIC NUISANCE
07-11-31-7057-0RP17-0010				Mpc Lots LLC	Rear of 21	Ullman Court	2379 Beville Road		Daytona Beach	FL	32119	2025090505	$200.00	50371	11/6/2025	PUBLIC NUISANCE

07-11-31-7057-0RP17-0010				Mpc Lots LLC	Rear of 21	Ullman Court	2379 Beville Road		Daytona Beach	FL	32119	2025080684	$400.00	50559	12/8/2025	PUBLIC NUISANCE
07-11-31-7058-00090-0130	58	0009	013	Audrey A Warren	13	Seneca Path	5319 North Mill Street		Lineboro	MD	21102	2026010182	$700.00	51106	3/18/2026	PUBLIC NUISANCE
07-11-31-7058-00170-0160	58	0017	016	SW Property Holdings LLC	Right of 35	Seville Orange Path	2379 Beville Road		Daytona Beach	FL	32119	2025050206	$250.00	49800	8/1/2025	PUBLIC NUISANCE
07-11-31-7058-00180-0070	58	0018	007	Hameeda & Fazil Gaffoor	30	Seville Orange Path	12357 Colony Preserve Drive		Boynton Beach	FL	33436	2025050208	$250.00	49799	8/1/2025	PUBLIC NUISANCE
07-11-31-7058-00180-0100	58	0018	010	Steven D & Jeremiah L Garland	33	Seven Wonders Trail	33 Seven Wonders Trail		Palm Coast	FL	32164	2025080315	$165.00	49948	8/20/2025	PUBLIC NUISANCE
07-11-31-7058-00180-0100	58	0018	010	Steven D & Jeremiah L Garland	33	Seven Wonders Trail	33 Seven Wonders Trail		Palm Coast	FL	32164	2025090890	$165.00	50316	10/28/2025	PUBLIC NUISANCE
07-11-31-7058-00180-0170	58	0018	017	SW Property Holdings LLC	49	Seven Wonders Trail	2379 Beville Road		Daytona Beach	FL	32119	2025050204	$250.00	49798	8/1/2025	PUBLIC NUISANCE
07-11-31-7058-00190-0050	58	0019	005	Randy Scott Meyers	46	Seven Wonders Trail	46 Seven Wonders Trail		Palm Coast	FL	32164	2025060606	$165.00	49753	7/21/2025	PUBLIC NUISANCE
07-11-31-7058-00190-0050	58	0019	005	Randy Scott Meyers	46	Seven Wonders Trail	46 Seven Wonders Trail		Palm Coast	FL	32164	2025071090	$165.00	49907	8/12/2025	PUBLIC NUISANCE
07-11-31-7058-00190-0050	58	0019	005	Randy Scott Meyers	46	Seven Wonders Trail	46 Seven Wonders Trail		Palm Coast	FL	32164	2025090105	$165.00	50138	9/26/2025	PUBLIC NUISANCE
07-11-31-7058-00190-0100	58	0019	010	Juliette Sinclair & Kenneth Sinclair	36	Seven Wonders Trail	172 Roquette Avenue		Elmont	NY	11003	2026010171	$300.00	51128	4/1/2026	PUBLIC NUISANCE
07-11-31-7058-00190-0100	58	0019	010	Juliette Sinclair & Kenneth Sinclair	36	Seven Wonders Trail	172 Roquette Avenue		Elmont	NY	11003	2026010193	$150.00	51266	4/20/2026	PUBLIC NUISANCE
07-11-31-7058-00290-0030	58	0029	003	Kyriakos & Parthena Stoikopoulas	14	Serenade Place	2505 W Gunnison		Chicago	IL	60625	2025051372	$300.00	49771	7/28/2025	PUBLIC NUISANCE
07-11-31-7058-00290-0030	58	0029	003	Kyriakos & Parthena Stoikopoulas	14	Serenade Place	2505 W Gunnison		Chicago	IL	60625	2025051376	$150.00	50169	10/1/2025	PUBLIC NUISANCE
07-11-31-7058-00340-0130	58	0034	013	SW Property Holdings LLC	11	Serbian Bellflower Trail	2379 Beville Road		Daytona Beach	FL	32119	2025020374	$270.00	49371	5/12/2025	PUBLIC NUISANCE
07-11-31-7058-00400-0140	58	0040	014	Hulda Palencare	16	Seriema Place	c/o Robert A Wheeling	103 Mapes Road	Middletown	NY	10940	2026010378	$500.00	51126	4/1/2026	PUBLIC NUISANCE
07-11-31-7058-00560-0070	58	0056	007	Samita Spencer	10	September Place	3110 Webster Ave.		Bronx	NY	10467	2025011380	$1,175.00	49443	5/29/2025	PUBLIC NUISANCE
07-11-31-7058-00560-0080	58	0056	008	Samita Spencer	8	September Place	3110 Webster Ave.		Bronx	NY	10467	2026010213	$300.00	51125	4/1/2026	PUBLIC NUISANCE
07-11-31-7058-RP0K1-0000				Mpc Lots LLC	Rear of 20	Seton Place	2379 Beville Road		Daytona Beach	FL	32119	2025041263	$675.00	49679	7/10/2025	PUBLIC NUISANCE
07-11-31-7059-00130-0070	59	0013	007	Cheng Hai Tan & Anita Oranga	29	Sea Shark Path	299 Isabelo Fernando St	Malanday, Valenzuela City		PHILIPPINES		2025090314	$450.00	50607	12/18/2025	PUBLIC NUISANCE
07-11-31-7059-00130-0070	59	0013	007	Cheng Hai Tan & Anita Oranga	29	Sea Shark Path	299 Isabelo Fernando St	Malanday, Valenzuela City		PHILIPPINES		2025100184	$300.00	50799	1/27/2026	PUBLIC NUISANCE
07-11-31-7059-00260-0210	59	0026	021	Brett M Fausey	2	Seathorn Path	198 Wonderview Drive		Elysburg	PA	17824	2025081596	$270.00	50493	12/1/2025	PUBLIC NUISANCE
07-11-31-7059-00510-0190	59	0051	019	Benjamin M & Aida B Santos	15	Smollett Place	16 Baltic Ave.		Staten Island	NY	10304	2025120241	$450.00	50597	12/18/2025	PUBLIC NUISANCE
07-11-31-7059-00510-0190	59	0051	019	Benjamin M & Aida B Santos	15	Smollett Place	16 Baltic Ave.		Staten Island	NY	10304	2025120241	$300.00	50963	2/23/2026	PUBLIC NUISANCE
07-11-31-7059-00520-0130	59	0052	013	Arturo Torres	2	Smollett Place	7417 Laverqne Avenue		Skokie	IL	60077	2025081484	$165.00	50140	9/26/2025	PUBLIC NUISANCE
07-11-31-7059-00910-0040	59	0091	004	Living Trust of Carolyn T Whitley	1	Seabury Place	135 West 96th St		New York	NY	10025	2026020526	$475.00	51299	4/24/2026	PUBLIC NUISANCE
07-11-31-7059-00940-0040	59	0094	004	Raul F & Norma R Garcia	8	Seagull Place	PO Box 420543		Miami	FL	33242	2025011189	$150.00	49564	6/13/2025	PUBLIC NUISANCE
07-11-31-7060-00010-0240	60	0001	024	SW Property Holdings LLC	Right of 21	Slumber Path	2379 Beville Road		Daytona Beach	FL	32119	2025061536	$250.00	50158	10/1/2025	PUBLIC NUISANCE
07-11-31-7060-00020-0010	60	0002	001	SW Property Holdings LLC	Left of 22	Slumber Path	2379 Beville Road		Daytona Beach	FL	32119	2025050814	$300.00	49773	7/28/2025	PUBLIC NUISANCE
07-11-31-7060-00020-0010	60	0002	001	SW Property Holdings LLC	Left of 22	Slumber Path	2379 Beville Road		Daytona Beach	FL	32119	2025050827	$150.00	49968	8/21/2025	PUBLIC NUISANCE
07-11-31-7060-00030-0010	60	0003	001	SW Property Holdings LLC	Left of 22	Slumberland Path	2379 Beville Road		Daytona Beach	FL	32119	2025061530	$250.00	50159	10/1/2025	PUBLIC NUISANCE
07-11-31-7060-00030-0240	60	0003	024	SW Property Holdings LLC	Right of 85	Slumber Meadow Trail	2379 Beville Road		Daytona Beach	FL	32119	2025061531	$250.00	50161	10/1/2025	PUBLIC NUISANCE
07-11-31-7060-00070-0040	60	0007	004	SW Property Holdings LLC	11	Slumber Meadow Trail	2379 Beville Road		Daytona Beach	FL	32119	2025080098	$270.00	51245	4/20/2026	PUBLIC NUISANCE
07-11-31-7060-00080-0090	60	0008	009	SW Property Holdings LLC	Right of 30	Slumber Path	2379 Beville Road		Daytona Beach	FL	32119	2025061534	$250.00	50160	10/1/2025	PUBLIC NUISANCE
07-11-31-7060-00080-0100	60	0008	010	SW Property Holdings LLC	Left of 29	Slumberland Path	2379 Beville Road		Daytona Beach	FL	32119	2025021015	$250.00	49738	7/15/2025	PUBLIC NUISANCE
07-11-31-7060-00100-0030	60	0010	003	Angela Navarra Trustee	93	Slumber Meadow Trail	57-77 80th Street		Middle Village	NY	11379	2025061248	$270.00	50492	12/1/2025	PUBLIC NUISANCE
07-11-31-7060-00100-0150	60	0010	015	SW Property Holdings LLC	Right of 28	Slumberland Path	2379 Beville Road		Daytona Beach	FL	32119	2025021020	$270.00	49386	5/12/2025	PUBLIC NUISANCE
07-11-31-7060-00140-0060	60	0014	006	Ella & Boris Rakitin	7	Slingshot Court	3306 18th Street North		Arlington	VA	22207	2025081337	$165.00	50139	9/26/2025	PUBLIC NUISANCE
07-11-31-7060-00260-0090	60	0026	009	SW Property Holdings LLC	Right of 17	Sloganeer Trail	2379 Beville Road		Daytona Beach	FL	32119	2025050134	$250.00	49801	8/1/2025	PUBLIC NUISANCE
07-11-31-7060-00270-0010	60	0027	001	SW Property Holdings LLC	Left of 23	Sloganeer Trail	2379 Beville Road		Daytona Beach	FL	32119	2025050132	$250.00	49802	8/1/2025	PUBLIC NUISANCE
07-11-31-7060-00280-0140	60	0028	014	SW Property Holdings LLC	37	Slocum Path	2379 Beville Road		Daytona Beach	FL	32119	2025100178	$300.00	51134	4/1/2026	PUBLIC NUISANCE
07-11-31-7060-00320-0080	60	0032	008	Dora E Higuita	44	Slocum Path	469 Revere Beach Blvd		Revere	MA	02151	2025051214	$270.00	49983	9/2/2025	PUBLIC NUISANCE
07-11-31-7060-00370-0080	60	0037	008	Irma Aguilar & Anna Torres	6	Sloganeer Trail	359 Lincoln Street		Worcester	MA	01605	2025051097	$300.00	49772	7/28/2025	PUBLIC NUISANCE
07-11-31-7060-00370-0080	60	0037	008	Irma Aguilar & Anna Torres	6	Sloganeer Trail	359 Lincoln Street		Worcester	MA	01605	2025050136	$300.00	49969	8/21/2025	PUBLIC NUISANCE
07-11-31-7063-00020-0200	63	0002	020	Florida Land Trust No 3530 Fortuna Dr, Fla Trust Services LLC Trustee	19	Zoeller Court	PO Box 6367		Jacksonville	FL	32236	2025110042	$475.00	50725	1/9/2026	PUBLIC NUISANCE
07-11-31-7063-00260-0090	63	0026	009	One Third Construction LLC	17	Ziegfeld Place	4 Brighton Road	Suite 204	Clifton	NJ	07012	2025100104	$500.00	50614	12/18/2025	PUBLIC NUISANCE
07-11-31-7063-00420-0050	63	0042	005	Yoneh Mizrahi	4	Zeda Place	1472 52nd St.	Apt. 6c	Brooklyn	NY	11219	2026020732	$400.00	51302	4/24/2026	PUBLIC NUISANCE
07-11-31-7064-00080-0130	64	0008	013	SW Property Holdings LLC	Left of 10	Lladd Court	2379 Beville Road		Daytona Beach	FL	32119	2025100830	$300.00	50615	12/18/2025	PUBLIC NUISANCE
07-11-31-7064-00110-0020	64	0011	002	Noemi P Mendoza	60	Llama Trail	476 Joralemon St.	Apt. F6	Belleville	NJ	07109	2025100828	$800.00	50600	12/18/2025	PUBLIC NUISANCE
07-11-31-7064-00120-0040	64	0012	004	Sonia P Tolentino	57	Llama Trail	2034 West 236th St		Torrance	CA	90501	2025110616	$1,100.00	50793	1/27/2026	PUBLIC NUISANCE
07-11-31-7064-00200-0120	64	0020	012	SW Property Holdings LLC	Right of 8	Lloleeta Path	2379 Beville Road		Daytona Beach	FL	32119	2025020379	$270.00	49385	5/12/2025	PUBLIC NUISANCE
07-11-31-7064-00220-0160	64	0022	016	Francis A Kelly Jr & Gail F Kelly	24	Lloyd Trail	104 Carriage Hill Drive		Newington	CT	06111	2025100896	$270.00	50838	2/2/2026	PUBLIC NUISANCE
07-11-31-7064-00220-0170	64	0022	017	Francis A Kelly Jr & Gail F Kelly	26	Lloyd Trail	104 Carriage Hill Drive		Newington	CT	06111	2025100845	$450.00	50602	12/18/2025	PUBLIC NUISANCE
07-11-31-7064-00220-0170	64	0022	017	Francis A Kelly Jr & Gail F Kelly	26	Lloyd Trail	104 Carriage Hill Drive		Newington	CT	06111	2025100848	$300.00	50717	1/9/2026	PUBLIC NUISANCE
07-11-31-7064-00230-0150	64	0023	015	Rosario Leni Alba	12	Llosee Court	5029 N Rutherford		Chicago	IL	60656	2025100899	$270.00	50836	2/2/2026	PUBLIC NUISANCE
07-11-31-7064-00250-0050	64	0025	005	Rose Matulionis & Craig Killman	7	Llowick Court	11 Kasbah Place		Palm Coast	FL	32164	2025100897	$270.00	50835	2/2/2026	PUBLIC NUISANCE
07-11-31-7064-00310-0110	64	0031	011	SW Property Holdings LLC	Left of 30	Llestone Path	2379 Beville Road		Daytona Beach	FL	32119	2025110594	$400.00	50792	1/27/2026	PUBLIC NUISANCE
07-11-31-7064-00310-0110	64	0031	011	SW Property Holdings LLC	Left of 30	Llestone Path	2379 Beville Road		Daytona Beach	FL	32119	2025110740	$200.00	50808	1/27/2026	PUBLIC NUISANCE
07-11-31-7064-00310-0110	64	0031	011	SW Property Holdings LLC	Left of 30	Llestone Path	2379 Beville Road		Daytona Beach	FL	32119	2025110788	$150.00	50930	2/17/2026	PUBLIC NUISANCE
07-11-31-7065-00040-0070	64	0004	007	John L & Stephanie J Riso	9	Llovera Place	10667 Brightman Blvd	Apt 7409	Jacksonville	FL	32246	2025050068	$165.00	49401	5/29/2025	PUBLIC NUISANCE
07-11-31-7065-00080-0030	65	0008	003	George & Justina Chobor	35	Kankakee Trail	11 Pigeon Hill Rd		Morris Plains	NJ	07950	2025081560	$500.00	50331	11/4/2025	PUBLIC NUISANCE
07-11-31-7065-00080-0030	65	0008	003	George & Justina Chobor	35	Kankakee Trail	11 Pigeon Hill Rd		Morris Plains	NJ	07950	2025081479	$800.00	50364	11/6/2025	PUBLIC NUISANCE
07-11-31-7065-00080-0050	65	0008	005	Andre & Modesta Alcobia	39	Kankakee Trail	1086 Bay Shore Ave		Bay Shore	NY	11706	2025090010	$300.00	50332	11/4/2025	PUBLIC NUISANCE
07-11-31-7065-00080-0050	65	0008	005	Andre & Modesta Alcobia	39	Kankakee Trail	1086 Bay Shore Ave		Bay Shore	NY	11706	2025081531	$600.00	50365	11/6/2025	PUBLIC NUISANCE
07-11-31-7065-00080-0050	65	0008	005	Andre & Modesta Alcobia	39	Kankakee Trail	1086 Bay Shore Ave		Bay Shore	NY	11706	2025090022	$300.00	50585	12/18/2025	PUBLIC NUISANCE
07-11-31-7065-00160-0100	65	0016	010	Ana Elena Gonzalez	7	Kaslo Court	89-03 89th Avenue		Woodhaven	NY	11421	2025050469	$500.00	49769	7/28/2025	PUBLIC NUISANCE
07-11-31-7065-00160-0100	65	0016	010	Ana Elena Gonzalez	7	Kaslo Court	89-03 89th Avenue		Woodhaven	NY	11421	2025050472	$300.00	49967	8/21/2025	PUBLIC NUISANCE
07-11-31-7065-00220-0160	65	0022	016	Alejandro & Ernestina Castro	14	Kalamazoo Trail	90-22 202nd Street		Hollis	NY	11423	2025110557	$300.00	50791	1/27/2026	PUBLIC NUISANCE
07-11-31-7065-00490-0180	65	0049	018	One Third Construction LLC	5	Kathryn Place	4 Brighton Road	Suite 204	Clifton	NJ	07012	2025040345	$270.00	49712	7/14/2025	PUBLIC NUISANCE
07-11-31-7065-00510-0040	65	0051	004	Roman Galushka	82	Karas Trail	210 Quinlan Ave.	#2f	Staten Island	NY	10314	2026010373	$500.00	51105	3/18/2026	PUBLIC NUISANCE
07-11-31-7065-00510-0060	65	0051	006	Richard K Stewart	78	Karas Trail	110 Manhattan Avenue		New York	NY	10025	2025120522	$300.00	50959	2/23/2026	PUBLIC NUISANCE
07-11-31-7065-00510-0060	65	0051	006	Richard K Stewart	78	Karas Trail	110 Manhattan Avenue		New York	NY	10025	2025120541	$300.00	51123	4/1/2026	PUBLIC NUISANCE
07-11-31-7065-00530-0050	65	0053	005	Suat Kim Go	60	Karat Path	c/o Dora Fang	500 Westover Dr, #18881	Sanford	NC	27330	2025120581	$300.00	50960	2/23/2026	PUBLIC NUISANCE
07-11-31-7065-00550-0170	65	0055	017	Jose P Libunao Jr & Carmencita P Libunao	30	Karas Trail	PO Box 7236		Algonquin	IL	60102	2025030844	$400.00	49423	5/29/2025	PUBLIC NUISANCE
07-11-31-7065-00550-0350	65	0055	035	Lynette Comach	23	Karat Path	9520 S Hollybrook Lake Dr.	Apt 17-107	Pembrook Pines	FL	33025	2025070129	$1,500.00	49912	8/14/2025	PUBLIC NUISANCE
07-11-31-7065-00560-0010	65	0056	001	USAA Federal Savings Bank	31	Karas Trail	8950 Cypress Waters Blvd		Coppell	TX	75019	2025061250	$165.00	49750	7/21/2025	PUBLIC NUISANCE
07-11-31-7065-00560-0010	65	0056	001	USAA Federal Savings Bank	31	Karas Trail	8950 Cypress Waters Blvd		Coppell	TX	75019	2025090915	$165.00	50317	10/28/2025	PUBLIC NUISANCE
07-11-31-7065-00610-0070	65	0061	007	Norman N Ingram Trustee	23	Karas Trail	7072 Leewood Forest Drive		Springfield	VA	22151	2025120536	$400.00	51058	3/6/2026	PUBLIC NUISANCE
07-11-31-7081-00230-0170	81	0023	017	Doris L Wanamaker	48	Blakemore Drive	c/o Sarah Wanamaker	4403 4th Rd North, Apt 4	Arlington	VA	22203	2025060531	$165.00	49693	7/10/2025	PUBLIC NUISANCE
07-11-31-7081-00230-0170	81	0023	017	Doris L Wanamaker	48	Blakemore Drive	c/o Sarah Wanamaker	4404 4th Rd North, Apt 4	Arlington	VA	22203	2025070931	$165.00	49903	8/12/2025	PUBLIC NUISANCE
07-11-31-7081-00230-0170	81	0023	017	Doris L Wanamaker	48	Blakemore Drive	c/o Sarah Wanamaker	4405 4th Rd North, Apt 4	Arlington	VA	22203	2025090566	$165.00	50310	10/28/2025	PUBLIC NUISANCE
07-11-31-7081-RP0D1-0000				Mpc Lots LLC	Rear of 59	Blare Drive	2379 Beville Road		Daytona Beach	FL	32119	2025071252	$300.00	50191	10/2/2025	PUBLIC NUISANCE
09-12-31-5117-00000-0010				Palm Coast Medical Arts LLC	180	Pinnacles Drive	180 Pinnacles Dr	Suite 101	Palm Coast	FL	32164	2024050589	$400.00	49522	6/6/2025	PUBLIC NUISANCE
19-12-31-0650-000C0-0011				Oare Associates LLC	Rear of 6	Zodiac Place	c/o Shuffield, Lowman & Wilson, P.A.	P.O. Box 612	Deland	FL	32721	2025050742	$400.00	49680	7/10/2025	PUBLIC NUISANCE
19-12-31-0650-000C0-0011				Oare Associates LLC	Rear of 6	Zodiac Place	c/o Shuffield, Lowman & Wilson, P.A.	P.O. Box 612	Deland	FL	32721	2025090553	$375.00	50568	12/8/2025	PUBLIC NUISANCE
24-12-30-0650-000A0-0010				Oare Associates LLC	Rear of 55	Kashmir Trail	c/o Shuffield, Lowman & Wilson, P.A.	P.O. Box 612	Deland	FL	32721	2025090894	$400.00	50553	12/8/2025	PUBLIC NUISANCE
24-12-31-4150-00T50-0000				Oare Associates LLC	1	Zonal Court	c/o Shuffield, Lowman & Wilson, P.A.	P.O. Box 612	Deland	FL	32721	2025080918	$300.00	50299	10/17/2025	PUBLIC NUISANCE
29-10-31-5540-00000-1060				Brandon Howard	15	Old Oak Drive North	15 Old Oak Dr N		Palm Coast	FL	32137	2025080645	$365.00	50056	9/5/2025	PUBLIC NUISANCE
33-11-31-3061-00000-00I0				Toscana Community Association Inc	1	New Water Oak Drive	c/o Aegis Cms	8390 Championsgate Blvd, Suite 304	Championsgate	FL	33896	2025091083	$1,000.00	50300	10/20/2025	PUBLIC NUISANCE
41-11-31-4976-00000-004A				Branch Island Walk Associates Lp	250	Palm Coast Pkwy NE	3340 Peachtree Road NE	Suite 600	Atlanta	GA	30326	2025110451	$2,800.00	50562	12/8/2025	PUBLIC NUISANCE
												TOTAL DUE	**$102,520.00**			

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026 **Agenda Item: G.4**

Department FINANCE **Division** FINANCE	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING THE FISCAL YEAR 2026-27 NON-AD VALOREM ASSESSMENT ROLL FOR THE OLD KINGS ROAD SPECIAL ASSESSMENT DISTRICT TO BE TRANSMITTED TO THE FLAGLER COUNTY TAX COLLECTOR

Presenter: **Michael Vespucci, CGFM, Accountant**

Attachments:

1. Resolution
2. Exhibit "A" Fiscal Year 2026-27 Assessment Roll
3. Exhibit "B" Form of Certificate to Non-Ad Valorem Assessment Roll

Background:

The Old Kings Road Special Assessment District was established by Ordinance 2005-10 in order to provide a funding mechanism, through special assessments, to fund four-laning improvements to Old Kings Road, based on the request and consent of affected property owners, from Palm Coast Parkway to State Road 100.

This Resolution provides for the annual assessment roll to be certified to the County Tax Collector so that the annual installments of the assessment can be included on the 2026 Property Tax Bills to be issued in November 2026.

The assessment was first added to the tax roll in 2013 and will remain for a period of 30 years. It is expected to be repaid by 2043. The balance as of 9/30/25 was $3,691,691.06.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING THE FISCAL YEAR 2026-27 NON-AD VALOREM ASSESSMENT ROLL FOR THE OLD KINGS ROAD SPECIAL ASSESSMENT DISTRICT TO BE TRANSMITTED TO THE FLAGLER COUNTY TAX COLLECTOR

RESOLUTION 2026-___
FY 2026-27 NON-AD VALOREM ASSESSMENT ROLL

A RESOLUTION OF THE CITY COUNCIL OF PALM COAST, FLORIDA, APPROVING THE FISCAL YEAR 2026-27 NON-AD VALOREM ASSESSMENT ROLL FOR THE OLD KINGS ROAD SPECIAL ASSESSMENT DISTRICT; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL TO THE FLAGLER COUNTY TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution of the City Council (the "City Council") of the City of Palm Coast, Florida (the "City") is adopted pursuant to City Ordinance No. 2005-10 (as amended and supplemented from time to time, and particularly as supplemented by Ordinance No. 2008-09, the "Assessment Ordinance"), City Resolution Nos. 2008-97, 2009-01 and 2013-77 (collectively, the "Assessment Resolutions"), Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the Annual Assessment Resolution for the Old Kings Road Special Assessment District (the "District") for the Fiscal Year commencing October 1, 2026 ("Fiscal Year 2026-27"). All capitalized terms not otherwise defined herein shall have the meanings defined in the Assessment Ordinance and the Assessment Resolutions.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) The City Council adopted the Assessment Resolutions to provide for the construction of certain improvements to Old Kings Road within the District and the funding of such improvements through Assessments imposed upon the real property specially benefited thereby.

(B) As provided in the Assessments Resolutions, any Assessment which is not paid in full at the option of the property owner shall be collected in not more than thirty (30) annual installments in accordance with the Uniform Assessment Collection Act which authorizes collection of non-ad valorem assessments on the annual property tax bill mailed by the Tax Collector each November.

(C) Pursuant to Section 2.08 of the Assessment Ordinance, the City Council is required to adopt an Annual Assessment Resolution during its budget adoption process each year to approve the list of Tax Parcels subject to the Assessments and the dollar amount of the annual installment to be collected on the forthcoming property tax bill (the "Assessment Roll").

(D) The City Council wishes to hereby approve the Fiscal Year 2026-27 Assessment Roll for the District and to direct certification of same to the Tax Collector for collection of the annual installment of the Assessments for such fiscal year on the property tax bill to be mailed in November 2026.

(E) The City imposes transportation impact fees pursuant to Chapter 29, Article II of the City Code of Ordinances. City Resolution No. 2013-77 provides that transportation impact fees paid to the City in connection with development of real property within the District shall be applied to prepay the Assessment with respect to the land being developed for which a transportation impact fee is collected.

(F) In accordance therewith, any Tax Parcels for which a transportation impact fee has been paid in full have been removed from the Assessment Roll, provided the amount of the transportation impact fee paid to the City exceeds the amount of the Assessment imposed against such parcel, and the Assessment imposed against such parcels shall be deemed prepaid. In the event the transportation impact fee paid to the City is less than the amount of the Assessment imposed against the Tax Parcel for which such fee was paid, the principal balance of the Assessment shall be reduced by the amount of the impact fee paid.

(G) The Assessments are imposed by the City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

SECTION 4. APPROVAL AND CERTIFICATION OF ASSESSMENT ROLL.

(A) The Fiscal Year 2026-27 Assessment Roll for the Old Kings Road Special Assessment District, a copy of which is attached hereto as Appendix A, is hereby confirmed and approved.

(B) The City Manager is hereby authorized and directed to certify the Assessment Roll to the Tax Collector prior to September 15, 2026. The Assessment Roll as delivered to

the Tax Collector shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 5. SEVERABILITY. If any clause, section, or other part of this resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of September 2026.

ATTEST: CITY OF PALM COAST

_____ _____
KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachments:
Exhibit “A” Fiscal Year 2026-27 Assessment Roll
Exhibit “B” Form of Certificate to Non-Ad Valorem Assessment Roll

APPENDIX A

FISCAL YEAR 2026-27 ASSESSMENT ROLL

Current Owner	Tax Parcel ID#	Units	Annual Assessment
MAN 110, LLC	18-11-31-5700-00000-00A0	1.420	$650.36
MAN 110, LLC	18-11-31-5700-00000-0010	3.820	$1,749.56
MAN 110, LLC	18-11-31-5700-00000-0020	2.880	$1,319.04
MAN 110, LLC	18-11-31-5700-00000-0030	2.760	$1,264.08
MAN 110, LLC	18-11-31-5700-00000-0040	3.400	$1,557.20
MAN 110, LLC	18-11-31-5700-00000-0050	3.820	$1,749.56
MAN 110, LLC	18-11-31-5700-00000-0060	3.950	$1,809.10
MAN 110, LLC	18-11-31-5700-00000-0070	4.310	$1,973.98
MAN 110, LLC	18-11-31-5700-00000-0080	3.810	$1,744.98
FLAGLER PIONEER GROUP LLC c/o TOM GIBBS	05-12-31-0000-01010-0000	0.910	$416.78
SG FLAGLER STORAGE LLC	39-12-31-0000-01010-0055	3.500	$1,603.00
FLAGLER PIONEER GROUP LLC c/o TOM GIBBS	39-12-31-0000-01010-0056	10.070	$4,612.06
CAMERON PALM COAST LLC	39-12-31-0000-01010-0058	11.333	$5,190.51
CAMERON PALM COAST LLC	39-12-31-0000-01010-0059	6.597	$3,021.43
FLAGLER PIONEER GROUP LLC c/o TOM GIBBS	09-12-31-0000-02010-0014	6.300	$2,885.40
FLAGLER PIONEER GROUP LLC c/o TOM GIBBS	04-12-31-0000-04030-0014	25.710	$11,775.18
JX PALM COAST LAND LLC	04-12-31-0000-04030-0000	242.180	$110,918.44
SHOPPES OF KINGS POINTE LLC	39-12-31-3380-00000-0090	1.045	$478.61
SHOPPES OF KINGS POINTE LLC	39-12-31-3380-00000-0100	1.045	$478.61
KINGS POINTE DEVELOPERS LLC c/o TOM GIBBS	39-12-31-3380-00000-0010	1.280	$586.24
AVEO ENGINEERING LLC	39-12-31-3380-00000-0020		$490.06

		1.070	
KINGS POINTE OFFICES LLC	39-12-31-3380-00000-0030	1.067	$488.69
KINGS POINTE DEVELOPERS LLC c/o TOM GIBBS	39-12-31-3380-00000-0050	1.070	$490.06
KINGS POINTE DEVELOPERS LLC c/o TOM GIBBS	39-12-31-3380-00000-0120	4.640	$2,125.12
LA JOLLA COVE LLC & SPAN LLC	29-11-31-0000-01010-0061	14.700	$6,732.60
LA JOLLA COVE LLC & SPAN LLC	32-11-31-0000-01010-0021	8.620	$3,947.96
COASTAL COLLECTIONS, LLC	20-11-31-0000-01030-0000	18.905	$8,658.44
RLS (Sabal) LLC	32-11-31-0000-01020-0000	24.744	$11,332.60
INVESTORS LANDS HOLDING OF PALM COAST LLC	18-11-31-0000-02010-0080	5.741	$2,629.24
INVESTORS LANDS HOLDING OF PALM COAST LLC	07-11-31-7081-RP0A4-0000	2.558	$1,171.56
PALM COAST HOLDINGS INC - Allete General Accounting Attn: Jake Miller	04-12-31-1300-00010-0000	0.754	$345.29
KINGS BUSINESS CENTER LLC	20-11-31-0000-01020-0000	60.536	$27,725.35
Extra Space Properties Two LLC - Ryan Tax Compliance Service LLC	20-11-31-0000-01020-0030	10.129	$4,639.27
Old Kings Storage LLC	20-11-31-0000-01020-0040	10.310	$4,722.12
RLS (Sabal) LLC	32-11-31-0000-03040-0010	6.186	$2,833.15
Dcb Orchid LLC	05-12-31-5855-00000-0070	18.889	$8,650.93
PALM COAST HOLDINGS INC - Allete General Accounting Attn: Jake Miller	05-12-31-0650-000A0-0018	26.883	$12,312.37
Legends at Palm Coast Holdings LLC	29-11-31-0000-01010-0050	16.904	$7,741.94
KENSINGTON AT OLD KINGS ROAD PARTNERS LTD	32-11-31-3310-00000-0010	13.629	$6,242.27
KENSINGTON LAND CONDO DEVELOPERS LLC	32-11-31-3310-00000-0020	3.550	$1,625.90
4250 OLD KINGS ROAD LLC	32-11-31-3620-00000-0060	16.962	$7,768.50
WAL-MART STORES EAST LP, PROPERTY TAX DEPT 8013	39-12-31-0000-01010-0051	30.190	$13,827.02
RLS (SABAL) LLC	32-11-31-5390-00000-0010	0.286	$131.16
RLS (SABAL) LLC	32-11-31-5390-00000-0020	0.286	$131.16
RLS (SABAL) LLC	32-11-31-5390-00000-0030	0.286	$131.16

RLS (SABAL) LLC	**32-11-31-5390-00000-0040**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0050**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0060**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0070**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0080**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0090**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0100**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0110**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0120**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0130**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0140**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0150**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0160**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0170**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0180**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0190**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0200**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0210**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0220**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0230**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0240**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0250**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0260**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0270**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0280**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0290**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0300**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0310**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0320**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0330**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0340**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0350**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0360**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0370**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0380**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0390**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0400**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0410**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0420**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0430**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0440**	**0.286**	**$131.16**

RLS (SABAL) LLC	**32-11-31-5390-00000-0450**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0460**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0470**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0480**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0490**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0500**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0510**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0520**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0530**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0540**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0550**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0560**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0570**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0580**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0590**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0600**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0610**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0620**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0630**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0640**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0650**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0660**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0670**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0680**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0690**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0700**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0710**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0720**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0730**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0740**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0750**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0760**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0770**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0780**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0790**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-0800**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0820**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0830**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-0840**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-0850**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-0860**	**0.286**	**$131.17**

ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-0870**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-0880**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-0890**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-0900**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-0980**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-0990**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1000**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1040**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1050**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1060**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1070**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1190**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1200**	**0.286**	**$131.16**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1420**	**0.286**	**$131.16**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1430**	**0.286**	**$131.16**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1450**	**0.286**	**$131.16**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1460**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1470**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1480**	**0.286**	**$131.16**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1490**	**0.286**	**$131.16**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1500**	**0.286**	**$131.16**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1510**	**0.286**	**$131.16**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1520**	**0.286**	**$131.16**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1530**	**0.286**	**$131.16**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1540**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1550**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1560**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1570**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1580**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1590**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1600**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1610**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1620**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1630**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1640**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1650**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1750**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1760**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-1770**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1810**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1820**	**0.286**	**$131.17**

RLS (SABAL) LLC	**32-11-31-5390-00000-1830**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-1840**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-1850**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-1860**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-1870**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-1880**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-1890**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-1900**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-1910**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-1920**	**0.286**	**$131.17**
RLS (SABAL) LLC	**32-11-31-5390-00000-1930**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1970**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1980**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-1990**	**0.286**	**$131.17**
ASHTON JACKSONVILLE RESIDENTIAL LLC	**32-11-31-5390-00000-2000**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2010**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2020**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2030**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2040**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2050**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2060**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2070**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2080**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2090**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2100**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2110**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2120**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2130**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2140**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2150**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2160**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2170**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2180**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2190**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2200**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2210**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2220**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2230**	**0.286**	**$131.16**
RLS (SABAL) LLC	**32-11-31-5390-00000-2240**	**0.286**	**$131.16**
		685.429	**313,926.51**

APPENDIX B

FORM OF
CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the City Manager or authorized agent of Palm Coast, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Old Kings Road Special Assessment District (the "Non-Ad Valorem Assessment Roll") is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Flagler County Tax Collector by September 15, 2026.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Flagler County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____day of _____2026.

PALM COAST, FLORIDA

By: _____
Authorized Agent

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026

Agenda Item:
H.1

Department	INFORMATION TECHNOLOGY	**Amount**	
Division	INFORMATION TECHNOLOGY	**Org/Account #**	65052525-052010

Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING THE OMNIA PARTNERS CONTRACT WITH NEOGOV FOR THE PURCHASE OF THE LEARN AND PERFORM MODULES

Presenter: **Doug Akins, Director of Information Technology**

Attachments:

1. Resolution
2. Omnia Partners Contract with NeoGov
3. Order with NeoGov for Perform and Learn

Background:

This item requests City Council approval to piggyback OMNIA Partners Contract No. 159698 as the purchasing vehicle for the City's purchase of NEOGOV Learn and NEOGOV Perform.

NEOGOV Learn is a learning management system that will replace the City's current Vector Solutions platform. The City currently uses NEOGOV for recruitment and onboarding, and adding Learn will consolidate additional Human Resources functions within an existing City platform. Learn is also expected to reduce the City's annual learning management system cost by approximately $18,000 compared with Vector Solutions.

The City's Vector Solutions contract expires September 30, 2026, with an additional 30-day access period. To allow sufficient time to migrate training content and records, staff negotiated a one-month prorated subscription for NEOGOV Learn beginning September 1, 2026. This provides nearly two months of overlap between the systems and allows staff to complete the migration and verify the new system before access to Vector Solutions ends.

NEOGOV Perform is a performance management platform that will improve the City's employee evaluation process. The City currently administers performance evaluations through Munis; however, its evaluation functionality provides limited workflow flexibility, visibility, goal tracking, ongoing feedback, check-ins, and performance documentation. NEOGOV Perform provides configurable evaluation workflows, automated approvals and reminders, real-time status tracking, standardized evaluation criteria, employee goal management, scheduled check-ins, performance documentation, and reporting.

Implementing Perform will provide Human Resources and supervisors with improved visibility into the status of evaluations and overdue reviews, while supporting a more consistent, year-round performance

management process. Munis will remain the City's ERP system and will continue to support Human Resources, payroll, finance, and other City functions.

This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.

The OMNIA Partners contract is being used solely as the cooperative purchasing vehicle for this purchase of the NEOGOV Learn and Perform modules. This action does not approve or address renewals of the City's existing NEOGOV recruitment or onboarding services.

Fiscal Impact:

The agreement includes a one-month prorated period followed by three full contract years:
Prorated Period (September 1, 2026 - September 30, 2026): $5,552.00
Year 1 (October 1, 2026 - September 30, 2027): $31,389.75
Year 2 (October 1, 2027 - September 30, 2028): $57,640.50
Year 3 (October 1, 2028 - September 30, 2029): $67,247.25
Total Agreement: $161,829.50

Funding for the Learn and Perform modules is included in the proposed FY27 budget.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE OMNIA PARTNERS CONTRACT WITH NEOGOV FOR THE PURCHASE OF THE LEARN AND PERFORM MODULES

RESOLUTION 2026-
PIGGYBACKING THE OMNIA PARTNERS CONTRACT
WITH NEOGOV FOR SOFTWARE SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE OMNIA PARTNERS CONTRACT WITH NEOGOV FOR THE PURCHASE OF THE LEARN AND PERFORM MODULES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast's FY27 budget includes costs for the NeoGov Learn and Perform modules; and

WHEREAS, NeoGov desires to provide the above-referenced software and services to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to purchase these software and services by piggybacking the existing Omnia Partners contract with NeoGov.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the Omnia Partners contract with NeoGov for the Learn and perform modules, as attached hereto and incorporated herein by reference as Exhibit "A" and "B."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted

purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of September 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Piggyback Contract Omnia Partners with NeoGov
Attachment: Exhibit “B” NeoGov Order for Learn and Perform

Docusign Envelope ID: 2608F168-1478-8287-8327-D3DD5834AAE9

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NeoGov
Attn: Krystyna Mishler

2120 Park Place, Ste. 100
El Segundo, CA, 90245

RE: Engagement Letter Authorizing Piggyback

Software & Saas Solutions
Contract Name

Region 14 Education Service Center # 159698 offered through the purchasing cooperative OMNIA Partners
Contract Reference

Dear Krystyna,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract subject to the terms and conditions of the most recently published version of the NEOGOV Services Agreement set forth here: https://www.neogov.com/service-specifications and pricing as stated in NEOGOV Order Form Q-510690, provided that such documents do not conflict with this Engagement Letter Addendum or the Piggyback contract. In the event of any conflict between the NEOGOV Services Agreement or Order Form Q-510690 and this Engagement Letter Addendum, the terms of this Engagement Letter Addendum shall control.. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Christinne Foschaar
Christinne Foschaar
Procurement Coordinator
cfoschaar@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By:

Print: Michael McGlothlin

Title: City Manager

Date:

NeoGov

DocuSigned by:
By: C48A2B32DE9F457...
(Authorized Signature)

NEOGOV LEGAL
KS
11:37 am, Aug 27 2026

Print Name: Alex Chun

Title: CFO

Date: 8/27/2026 | 8:49:19 AM PDT

Docusign Envelope ID: 2608F168-1478-8287-8327-D3DD5834AAE9

ENGAGEMENT LETTER ADDENDUM

1. **E-Verify Registration and Use.**

"Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section."

2. **Prohibition against considering social, environmental, political, or ideological interests in government contracting**

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations.
b. The Contractor's religious beliefs, religious exercise, or religious affiliations.
c. The Contractor's lawful ownership of a firearm.
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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3. **Scrutinized Companies**

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

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10. **Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

NEOGOV LEGAL
KS
11:37 am, Aug 27 2026

By: DocuSigned by: _____
C48A2B32DE9E457...
(Authorized Corporate Officer)

Print Name: Alex Chun

Title: CFO

Date: 8/27/2026 | 8:49:19 AM PDT

Region 14 Education Service Center

Contract # 159698

for

Software & SaaS Solutions

with

NeoGov

Effective: November 4, 2025

The following documents comprise the
executed contract effective: November 4, 2025

I. Region 14 ESC Terms & Conditions
II. Vendor Contract and Signature Form
III. Supplier’s Response to RFP, incorporated by reference

IV. Region 14 – TERMS AND CONDITIONS

Assignment. Supplier may not assign its rights or obligations under this contract without the prior written permission of Region 14 ESC. Region 14 ESC will not unreasonably withhold approval for a requested assignment.

Audit Rights. Supplier shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 14 ESC and any entity that utilizes this contract. Region 14 ESC reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 14 ESC shall have the authority to conduct random audits of supplier's pricing at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of supplier's pricing at supplier's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC.

Construction. Supplier shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Franchise Tax. The supplier hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Funding. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only. Each payment obligation created by this contract is conditioned upon the availability of city, county, state and federal funds that are appropriated

or allocated for the payment of such an obligation. If funds are not allocated by an entity and available for the continued purchase of the services and/or materials provided under this contract, this contract may be terminated at the end of the period for which funds are available. The entity will endeavor to notify the supplier in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the entity in the event this provision is exercised, and the entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnity. The awarded supplier shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the supplier, supplier employees or supplier subcontractors in the preparation of the solicitation and the later execution of the contract.

Insurance. Certificates of insurance shall be delivered to a public agency requesting them prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded supplier shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded supplier shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations. It is the supplier's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Non-Exclusive Contract. This contract is for the sole convenience of Region 14 ESC, which may obtain like goods or services from other sources.

Permits. Knowing and abiding by the permit laws in each state is the sole responsibility of the supplier.

Price Increases. Should it become necessary, price increase requests may be submitted quarterly during the term of the contract and must be approved by Region 14 ESC in writing. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified in the sole opinion of Region 14 ESC, the change will be approved.

Products. Supplier shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Products and Services Additions. New products and/or services may be added to the contract quarterly during the term by Region 14 ESC's written approval, to the extent that those products and/or services are within the scope of this RFP.

Safety. Suppliers performing services shall comply with occupational safety and health rules and regulations. All suppliers and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Survival. All applicable software license agreements, warranties or service agreements that are entered into between the Contractor and Region 14 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

Tax Exempt Status. Knowing the tax laws in each state is the sole responsibility of the supplier.

Term and Renewal. The contract term is for three (3) years. The contract may be renewed for up to two (2) additional one-year terms or any combination of time not to exceed 2 years. Maintenance/service/supplemental agreements may be issued for up to (5) years under this contract so long as the effective date of the maintenance/service/supplement agreement is prior to the expiration of the contract.

Termination. This contract may be terminated at any time by mutual written consent, or by Region 14 ESC, with or without cause, upon giving thirty (30) days written notice. Region 14, at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, Region 14 ESC shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by Region 14 ESC before the effective date of termination. Region 14 ESC reserves the right to terminate the whole or any part of this Contract due to the failure of the supplier to carry out any term or condition of the contract. Region 14 will issue a written ten (10) day notice of default to the supplier for acting or failing to act as specified in any of the following: in the opinion of Region 14 ESC, the supplier provides personnel that do not meet the requirements of the contract; In the opinion of Region 14 ESC, the supplier fails to perform adequately the stipulations, conditions or services/specifications required in this contract; in the opinion of Region 14 ESC, the supplier attempts to impose personnel, materials, products or workmanship of an unacceptable quality; the supplier fails to furnish the required service and/or product within the time stipulated in the contract; in the opinion of Region 14 ESC, the supplier fails to make progress in the performance of the requirements of the contract; the supplier gives Region 14 ESC a positive indication that the supplier will not or cannot perform to the requirements of the contract.

Waiver. Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Applicability, Precedence, and End-User Flexibility. The Region 14 Terms & Conditions govern the establishment and administration of the Master Agreement by Region 14 ESC and OMNIA Partners. They do not apply to, amend, or supersede the commercial terms governing end-user transactions between Supplier and any Participating Public Agency (“PPA”). For PPA orders, Supplier may include and enter into its Services Agreement (the "SA," located at https://www.neogov.com/service-specifications) and/or a PPA Supplemental Agreement. The SA/Supplemental Agreement governs SaaS-specific subjects including: (i) license/usage rights

and acceptable use; (ii) service levels, support, and maintenance; (iii) data protection, information security, and confidentiality; (iv) intellectual property and ownership; (v) warranties and warranty remedies; (vi) disclaimers and exclusions; (vii) limitations of liability and damages exclusions; and/or (viii) service credits and other SaaS-specific remedies. Region 14's Terms & Conditions continue to govern program administration and procurement mechanics including ordering framework, pricing, invoicing, open records, and general administrative provisions to the extent they do not conflict with the SA/Supplemental Agreement on SaaS-specific subjects.

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VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

GovernmentJobs.com, Inc. dba NEOGOV
Company Name

2120 Park Place, Ste 100
Address

El Segundo	CA	90245
City	State	Zip

310-971-9588	310-426-6305
Telephone Number	Fax Number

bids@neogov.net
Email Address

Nicholas Kromer	Vice President of Revenue Operations
Printed Name	Position

Signed by:
5B84B0112B7F472...
Authorized Signature

NEOGOV Response June 2025

V. EVALUATION

A. Availability of Products and Pricing (40 points)

1. *Provide pricing for products, services, warranties, etc. supplier proposes to offer. Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.*
    a. *Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.*
    b. *Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.*
    c. *Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit.*

Yes, Governmentjobs.com, Inc. acknowledges. Please refer to the attached Price Book.

2. *Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.*

Updates to NEOGOV's pricing structure will be published annually. A new Rate Card will be released once updated at least 90 days prior to the beginning of the next calendar year.

3. *Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*

N/A. NEOGOV is a cloud based software system, no freight or shipping of physical equipment is required.

4. *Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.*

NEOGOV typically offers fixed-fee-based pricing for implementation services. This approach ensures that clients have a clear understanding of the costs upfront, based on the scope of the project, including system configuration, data migration, training, and go-live support.

NEOGOV delivers it's cloud-based Software-as-a-Service (SaaS) solutions through a fully online deployment model, eliminating the need for physical distribution or on-premise installations. This approach ensures fast, secure, and scalable access for OMNIA participating entities.

However, in certain cases where the project has unique complexities or additional customizations, NEOGOV also offers time and materials pricing to accommodate specific needs beyond the standard scope. This allows flexibility in billing based on actual time and resources spent.

5. *Describe any return and restocking fees.*

N/A

6. *Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Purchase orders and payment can only be made to the awarded supplier or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.*

N/A. NEOGOV does not intend on using any subcontractors or affiliates to provide services within this RFP.

7. *Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.*

The submitted pricing proposal lists the MSRP for the NEOGOV solutions. As an OMNIA Partners participating agency, each agency will receive a discount of 5% off of the listed MSRP. A quote can be generated per request to facilitate and validate the pricing and discount received.

NEOGOV can facilitate purchases that utilize volume discounts however this would be handled case by case as additional details would be needed in order to propose adequate pricing for the requesting agency.

8. *Describe any Leasing/Financing programs.*

No, NEOGOV does not offer leasing or financing options for educational or governmental entities.

9. *Describe how customers verify they are receiving the correct contract pricing.*

NEOGOV employs a comprehensive self-audit process to ensure full compliance with our proposed agreements, including proper pricing for all OMNIA Partner's participating entities. A dedicated procurement team manages all procurement vehicles and provides ongoing training to Sales, Finance, and Renewals teams to ensure adherence to specific procurement requirements. Every customer quote undergoes a multi-stage approval process, starting with Sales Leadership review to confirm pricing accuracy, followed by a Finance team compliance check, and final approval by the Chief Financial Officer (CFO) to ensure full adherence to established pricing structures. Additionally, NEOGOV collaborates with multiple resellers and cooperative agreements, each with unique compliance requirements, and carefully verifies that every order meets the standards of the relevant purchasing vehicle.

This rigorous, multi-level oversight guarantees that all pricing and contractual terms remain accurate, transparent, and compliant. Our internal controls ensure that OMNIA Partner's participating entities receive the correct pricing and that all agreements align with established procurement guidelines. By integrating cross-departmental training, leadership oversight, and structured compliance checks, NEOGOV maintains the highest level of accountability and accuracy in all related transactions. This process reflects our commitment to delivering transparent, reliable, and compliant procurement solutions.

10. Describe supplier's invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.

Our standard payment terms stipulate net 30 for new business and net 60 for renewals. Invoices for renewals are issued 60 days before the subscription renewal date. Payment is due on the renewal date itself.

NEOGOV's payment methods are ACH, Credit Card, and Check. We do accept CC payments via online. To opt in, please contact us to set up online payment through our Accounts Receivable team.

Yes, we do accept P-cards and no, there is not an additional fee for participating entities to use this process. BAll licenses, setup, training, and optional services have been included in our pricing submission. Our proposal provides complete pricing for all NEOGOV products, including any additional features, services, or optional enhancements. The full breakdown of these costs can be found in the attached pricing sheet. Since all items required to utilize our solutions are accounted for, there are no hidden fees. NEOGOV remains committed to full pricing transparency, and any optional services can be selected based on the specific needs of OMNIA participating entities.

a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

11. Describe how future product introductions will be priced and align with contracting pricing proposed.

Software enhancements are included in the subscription pricing.

NEOGOV Response June 2025

12. Provide any additional information relevant to this section.

NEOGOV utilizes two primary transaction documents to ensure transparency, compliance, and clarity in all agreements with participating entities:

1. Order Form – This document serves as the official agreement outlining the specific products and services purchased, including pricing, subscription terms, licensing details, and any applicable discounts under the contract. The Order Form ensures that all transactions are clearly documented and aligned with the agreed-upon terms.
2. Service Level Agreement (SLA) – The SLA defines NEOGOV's service commitments, including system uptime guarantees, support response times, and resolution procedures for service-related issues. This document ensures consistent service reliability and establishes performance expectations for all participating entities.

Together, these documents form the foundation of our procurement process, ensuring that every transaction is governed by clear, standardized terms that support operational efficiency and compliance.

B. Ability to Perform (30 points)

13. Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Supplier response to Section 3.0, Appendix B, Exhibit A is included.

14. The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.

Yes, Governmentjobs.com, Inc. acknowledges.

15. Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Yes, NEOGOV includes these required forms in the proposal.

16. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process.

If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear.

Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects.

NEOGOV Response June 2025

NEOGOV does not have any retail or in-store locations. Please see our marketing plan below to ensure customers are receiving pricing under this Master Agreement.

17. What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.

NEOGOV is committed to its customers and their desired timelines. On time delivery rate will be based on the agency's commitment to implementing the product. A variety of factors must be taken into consideration when determining an accurate Go-Live date. These can include the complexity of current processes, data retrieval and or clean up, any additional concurrent projects or responsibilities of the project team that could pose as a roadblock to the project, etc.

During the Kick-Off meeting, the NEOGOV Implementation Consultant will work with the agency team to determine the desired and viable Go-Live date. NEOGOV utilizes the train-the-trainer approach to carry out implementation. This ensures that the agency's key administrative users can learn and manage the system before providing access to ancillary users. Weekly meetings will be scheduled with the project team for the IC to check in with the team, as well as provide any answers to questions or best practices. Any postponements and rescheduling of check in meetings with your IC can also potentially delay the original timeline and Go-Live date.

18. Describe how supplier responds to emergency orders.

In the case of an emergency order, NEOGOV will determine and provide all relevant pricing. An invoice will be submitted to the Customer. Upon Contract signing and receipt of payment, work may begin.

19. What is supplier's average Fill Rate?

N/A- We do not sell fungible goods. We have a software-as-a-Solution (SaaS) product. Approximately 10,000 customers, onboard more than 1,000 per year and our average time to implement is 2 1/2 months and our imp CSAT is 4.95 out of 5.

NEOGOV is well-established in the industry, with a proven track record of delivering complex projects. The company has sufficient financial backing, access to the necessary technology infrastructure, and experienced personnel, including project managers, technical staff, and support teams, to ensure timely and successful project completion. Additionally, NEOGOV maintains the necessary facilities and resources to handle large-scale implementations.

20. Describe supplier's return and restocking policy.

N/A. We have a software-as-a-Solution (SaaS) product, we host and maintain the server environment as part of the base software. Upon termination of a contract, the customer's data will be made available to them, where format varies by product. The customer can retrieve it within the specified timeframe as stated in the contract.

21. Describe supplier's ability to meet service and warranty needs. Proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.

Please refer to the Service Level Warranties section. NEOGOV will provide all services and warranties expressed in the NEOGOV RFP response, NEOGOV Service Agreement and NEOGOV Service Level Warranty. We do not sell fungible goods.

22. Describe any extended warranty programs or service maintenance programs.

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N/A. Please refer to the Service Level Warranties section. NEOGOV will provide all services and warranties expressed in the NEOGOV RFP response, NEOGOV Service Agreement and NEOGOV Service Level Warranty. We do not sell fungible goods.

23. The supplier shall provide timely and accurate technical advice and sales support. Thes supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

NEOGOV's Customer Success Team can provide any assistance Monday to Friday 6am to 6pm MST. There is no limit to the number of service requests. Please see the NEOGOV Service Level Warranties for additional information.

Average time to answer a customer call or provide a call back is approximately 3 minutes or under. Our average response time to an on-line case is under 2 business hours.

Target Response and Resolution Times		
Severity	**Issues/Factors Determining Severity**	**Initial Acknowledgment[1]**
Level 1	• Functionality, system use questions. • Enhancement requests • Data Privacy inquiry	< 72 hours
Level 2	• Problem does not impact or has low impact to customer operations. • Can conduct daily work. • No error messages. • There is a work around.	< 24 hours
Level 3	• No work around solution. • Moderate system impact. • Moderate data security, availability, or integrity impact. • Hot-fix required	< 4 hours
Level 4	• Critical error that leads to work stoppage or significant error in processing candidates • System outage due to NEOGOV software or hardware • Problem puts user or customer information at risk. • Multiple Customers reporting a safety issue. • Unauthorized access to customer or job seeker data.	< 2 hour

24. Describe supplier's contract implementation/customer transition plan.

Upon contract signing, a NEOGOV representative will reach out with next steps of scheduling a Kick-Off Call with your agency's project team. During this Kick-Off Call, your designated NEOGOV Implementation Consultant will describe the implementation process and determine projected timelines and deadlines according to the agency's desires. Please see the attached Proposed Implementation documents.

[1]During standard business hours.

NEOGOV Response June 2025

25. Describe the financial condition of supplier

GovernmentJobs.com DBA NEOGOV is in good financial standing. NEOGOV has been in business for over 25 years and serves over 8,000 US government agencies. In addition, the Company is owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's largest and most preeminent investment firms that together manage over $400 billion. As a closely held private company, NEOGOV's financials are confidential and we do not disclose them as a matter of policy. As further testament to our financial standing, NEOGOV each year is audited by KPMG, one of the largest and most respected independent public accounting firms in the world. They are required to disclose a risk of going concern if they believed there to be any, but as the attached auditor letter demonstrates, they did not express any risk of NEOGOV as a going concern. In all of the last 5 years that KPMG has been NEOGOV's auditor, they have never disclosed a risk of NEOGOV's going concern. See the attached KPGM Audit report.

26. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

https://www.neogov.com/,
https://www.neoed.com/,
https://www.powerdms.com.

The NEOGOV website is used to access the system and inquire about additional products and services, and pricing.

27. Describe the supplier's safety record.

To date, NEOGOV does not have any reported onsite injuries, fatalities, or related incidents.

28. Describe technology used to support the contract.

NEOGOV uses several key technologies to run its support organization:

- CRM System: Manages customer interactions and support tickets.
- Help Desk Software: Tracks, prioritizes, and resolves support issues.
- Knowledge Base: Provides FAQs and documentation for self-service.
- Collaboration Tools: Enables real-time team communication.
- Remote Support Tools: Allows troubleshooting via screen-sharing.
- Analytics: Tracks performance metrics to optimize support.

These technologies help streamline support processes and enhance service quality.

29. Provide any additional information relevant to this section.

See attached product information sheets for additional information.

Response to Appendix B, Exhibit A: OMNIA Partners Response for National Cooperative Contract

3.0 Supplier Response

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

NEOGOV is a privately held California C-Corporation dedicated to the development and delivery of hiring solutions for public sector and education institutions. We began developing our solutions in 1999 and incorporated in early 2000. The company introduced its first hosted solution, Insight, into production in 1999 and has been delivering our fully integrated recruitment, selection, testing, applicant tracking, certification, and hiring solution system designed specifically for public sector and education employers ever since. Our headquarters and support centers are located in El Segundo, CA, and an additional corporate office located in Draper, UT.

We Serve the People
WHO SERVE THE PEOPLE

We do this by providing industry-leading workforce management solutions that support public sector agencies. For over two decades, we have been committed to equipping these organizations with the tools they need to enhance efficiency, maintain compliance, and make data-driven decisions. Through a strategic approach to innovation and acquisition, NEOGOV has developed a comprehensive ecosystem that streamlines several public safety workforce management functions including incident command, operational management, workforce oversight, and case management. With nearly 1,000 employees and over 13,000 public sector customers, NEOGOV is a leader in government workforce management software.

In 2008, NEOGOV acquired Sigma Data Systems and we continue to operate a Sigma division as part of our normal operations. In 2011, NEOGOV developed Onboard to assist Human Resources teams with onboarding processes. Onboard allows the agency to establish better connections with their new hires and more quickly acclimate them to their new role and team, while also completing all necessary forms and steps to onboard the new employee. In 2012, NEOGOV began offering its Performance Management Software, Perform, to assist organizations in gauging employees' individual strengths and areas of improvement. Overall Perform allows organizations to maintain full transparency of expectations, building better relationships between employees and managers.

In late 2015, NEOGOV also launched a focused department within the organization that specializes in Higher Education Institutions. NEOGOV's objective is to provide the expertise and develop the solutions that provide our 300+ Higher Ed customers the best solution available. Since 2015, NEOGOV has solidified our product capabilities to close the gap with our higher education institutions.

In 2017, NEOGOV acquired FirstNet Learning Systems. We integrated their learning management software with our suite and created additional public sector training content, allowing agencies to seamlessly equip their employees with rich and engaging training content. In 2018, NEOGOV attained High Line Corporation, a provider of a configurable solution that encompasses all aspects of core HR, payroll, and time and attendance.

NEOGOV offers the Recruit, Develop and Manage modules to make Human Resources Talent Management easier for the public sector.

We design products and solutions focused exclusively for public sector and higher education organizations. NEOGOV solutions continue to improve HR productivity by reducing the time and effort required to carry out recruitment, training, performance evaluation and employee information management. We are the leading provider of workforce management solutions, delivering innovative solutions exclusively for government human resources.

B. Total number and location of salespersons employed by Supplier.

We have a sales force of more than 200 professionals across the U.S. divided up amongst industry specialties and geographic areas.

NEOGOV's salesforce is strategically structured to optimally serve the diverse needs of our customers across the United States and Canada. Comprised of 2 Vice Presidents, 4 directors and 61 sales executives, our team is organized by geographical regions across the United States and Canada. To ensure we can support our entire market with specialized knowledge and function, each sales person is further segmented by sector—either law enforcement, government/municipalities, or education. This allows for tailored strategies and localized outreach.

Our team includes Account Managers who prioritize current customer relationships and Account Executives focused on engaging new prospects. Supporting these efforts, we have over 60 Sales Development Representatives in our Utah based office to assist in maximizing outreach effectiveness and lead generation. Many of our executives bring direct experience from the public sector and law enforcement, providing valuable insights that enhance service delivery. This robust structure ensures NEOGOV maintains a significant presence and delivers specialized, effective solutions throughout North America.

C. Number and location of support centers (if applicable) and location of corporate office.

1. NEOGOV's Corporate HQ Office
   2120 Park Place Suite 100,
   El Segundo, CA 90245

2. Utah Support Office
   13937 Sprague Ln
   Draper, UT 84020

D. Annual sales for the three previous fiscal years. a. Submit FEIN and Dunn & Bradstreet report.

NEOGOV's FEIN is 33-0888748. We included our Dunn & Bradstreet report with this proposal.

Annual Sales for previous 3 fiscal years: Please see our attached Financial Standing Letter.

NEOGOV has been in business for over 25 years and serves over 8,000 US government agencies. In addition, the Company is owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's largest and most preeminent investment firms that together manage over $400 billion. As a closely held private company, NEOGOV's financials are confidential and we do not disclose them as a matter of policy. At a high level, our revenue is in the hundreds of millions and we are a profitable company.

As further testament to our financial standing, NEOGOV each year is audited by KPMG, one of the largest and most respected independent public accounting firms in the world. They are required to disclose a risk of going concern if they believed there to be any, but as the attached auditor letter demonstrates, they did not express any risk of NEOGOV as a going concern. In all of the last 5 years that KPMG has been NEOGOV's auditor, they have never disclosed a risk of NEOGOV's going concern.

E. Describe any green or environmental initiatives or policies.

Our company is committed to sustainability through various green initiatives that reduce environmental impact both internally and within our customer solutions. By leveraging cloud-based document management, digital workflows, and e-signature technology, we minimize paper usage and promote eco-friendly business practices. Our remote work capabilities and energy-efficient data centers, which comply with certifications such as ENERGY STAR, ISO 14001, and LEED, further reduce carbon emissions and resource consumption. Additionally, our solutions, including digital policy management, cloud-based scheduling, and electronic approvals, help organizations optimize operations while reducing waste. We also follow responsible e-waste recycling policies, ensuring electronic devices are disposed of sustainably. Through these initiatives, we support both our customers and our company in achieving a more environmentally responsible approach to business. NEOGOV does not have formal green or environmental policies at this time.

Our PowerDMS company began when an IT worker saw a shipment of filing cabinets being delivered to store all the paperwork required to achieve accreditation and thought, "there has to be a better way." He started PowerDMS to help utilize technology to reduce the impact of printing, storing, and managing mountains of compliance paperwork. Because of this, we have kept track of the amount of paper saved using PowerDMS. Our customers have collectively saved over 3.2 billion trees. We care so deeply about this, we put a small scoreboard at the bottom of every PowerDMS customer's site so you can track, in real-time, how many trees you have saved using PowerDMS.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

We do not have a formal diversity program. We are currently seeking women, minority, veteran and veteran-disabled owned suppliers to partner with. These vendor relationships will not result in any adjustments to pricing for customers.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ■ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ■ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ■ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ■ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ■ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

NEOGOV does not intend on using any subcontractors to provide services within this RFP.

I. Describe how supplier differentiates itself from its competitors.

As NEOGOV is best identified as a Service Provider, we maintain our sales and customer service teams entirely in-house. All individuals involved in delivering the products and services proposed in this RFP are direct employees of NEOGOV, not those of a third-party. This internal structure ensures that our teams are thoroughly trained and highly knowledgeable in specialized fields related to government, law enforcement, and public sector operations. This approach allows us to offer consistently high standards of service and expert guidance, ensuring that our solutions are implemented efficiently and effectively to meet the specific needs outlined in this RFP.

Also, administrators in the IT Department can be relieved of constantly maintaining systems. Since NEOGOV products are Software as a Service (SaaS) based, there are no upfront hardware or hidden costs. We provide seamless software releases and upgrades reducing ITs workload. NEOGOV adheres to IT Governance and Compliance across all NEOGOV Products and Companywide. All hosting, maintenance and security is maintained by NEOGOV teams according to industry standards.

Governmentjobs.com, Inc's workforce management solutions are tailored specifically for public sector and education organizations. NEOGOV has been in the industry since 1999 and has built a strong customer base. The flexibility and configurability of NEOGOV's system, allowing HR to make adjustments without costly IT intervention, demonstrates the user-friendly nature of the platform. The ability to accommodate various business rules, processes, and workflows, as well as multiple application types, showcases the adaptability of NEOGOV's products to meet diverse agency needs.

It is also notable that NEOGOV has been recognized as one of the top 50 fastest-growing private software companies in the US by Inc. Magazine and included in the Gartner e-Recruitment Software Magic Quadrant. These accolades underscore NEOGOV's commitment to customer service, reliability, and overall company stability. The strong customer network and annual growth rate of nearly 200% highlight the trust and satisfaction agencies have in NEOGOV's solutions.

NEOGOV's focus on the public sector and education market, reinforced by its experience working with numerous agencies nationwide, further solidifies its position as a reliable and knowledgeable partner in workforce management. Overall, NEOGOV's comprehensive solutions, industry recognition, and dedication to customer satisfaction make it a compelling choice for agencies seeking efficient and effective Applicant Tracking and Workforce Management systems.

With more than 13,000 public sector customers, 5,000+ in law enforcement alone, our solutions have a proven track record of operational success. In addition to the proven quality of our products, we have a world-class customer support team which contributes to our industry leading customer retention, satisfaction and net promoter scores. We are backed by reputable investment firms Warburg Pincus and Carlyle Group, ensuring financial stability and continuous investment in product development.

Our product development approach is customer-centric, with an aggressive enhancement release schedule for rolling out new features and capabilities. We provide extensive training and support through the NEOGOV Community, including access to quarterly conference calls, online video tutorials, user groups, and free monthly training webinars.

Our platform is a multi-tenant SaaS solution with robust security measures in place, including continuous vulnerability monitoring and management, intrusion detection, anti-malware, and anti ransomware capabilities. We are SOC2 compliant to include HIPAA and CJIS controls as well as StateRAMP and TxRAMP authorized. As of March 2025, we are "in progress" with FedRAMP and scheduled for FedRAMP authorization in June 2025 with the Department of Veterans Affairs as our FedRAMP sponsor. We believe in the concept of a well integrated and open platform, offering the ability to integrate with third-party vendors, providing flexibility and customization to meet specific customer needs. These attributes make us a unique and reliable partner for participating entities.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

None.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

NEOGOV is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

None. NEOGOV has not experienced any debarments or suspensions in the past seven years, either for the company itself or for any responsible party included in our proposals. We have maintained full compliance with regulatory standards and obligations, thus ensuring professional integrity and operational excellence throughout our engagements. Should NEOGOV or any associated responsible party enter into a debarment or suspension status during the pendency of this RFP evaluation, we pledge to provide immediate written notice

to OMNIA Partners, Public Sector, Inc. and Region 14 Education Service Center. This commitment to transparency is integral to our company.

3.2 Distribution, Logistics

A. ***Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.***

NEOGOV offers a suite of integrated solutions tailored to meet the various operational needs of public sector, education, and public safety and law enforcement agencies. Our products are designed not only to enhance efficiency and compliance but also to cater to the unique challenges faced by each agency, ensuring that each solution can be configured to fit specific operational requirements and procedural nuances. Our platform solutions include the following:

Product Name	Type	Description
Attract	Candidate Management System	Attract is a candidate relationship manager (CRM) providing tools to capture candidate leads, manage relationships, automate communications, and measure recruiting data.
Benefits	Benefits Management	Manage all employee, plan, and enrollment types in one place for increased transparency, across every department of your agency. *Note: Must be purchased with Core HR and Payroll product*
Core HR	HRIS	Allow HR, managers, and employees to collaborate in one space that services all the workforce's administrative needs, while maintaining strict compliance
eForms	Forms creator and Document Management System	Employee document and workflow management software that helps you easily create online forms, manage documents, and build seamless workflows in minutes.
Governmentjobs.com	GovernmentJobs.com Job Board	The largest public sector job board in the US designed to help you attract quality applicants, hire faster, and save on advertising.
Insight	Employee Recruiting and Applicant Tracking Software	Insight is NEOGOV's applicant tracking solution, designed for public sector agencies to efficiently and equitably attract and hire high-quality candidates.
Learn	Learning Management System	Learn provides a centralized cloud-based employee training solution with a library of courses and the ability to create custom content.
Onboard	Employee Onboarding and Offboarding	Onboard enables new hires to become more productive from their first day on the job by streamlining new hire paperwork, processes, and training.
Payroll	Payroll	Save time with an easy-to-use system that can handle complex public sector payroll requirements. *Note: Must be purchased with Core HR and Benefits product*
Perform	Performance Evaluation Module	Perform empowers managers to set and track performance goals, conduct employee evaluations, and provide ongoing feedback.

PowerPolicy	Policy and Compliance	A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site.
Time and Attendance	Time and Attendance	Easily manage time & attendance with a solution that addresses specific public sector needs while providing increased visibility. *Note: Must be purchased with Core HR product*
Vetted	Background Investigation	Vetted is a background check and identity verification service that streamlines and automates pre-employment screening to help public sector agencies hire trusted candidates faster.
Optional Integrations		
Product Name	**Type**	**Description**
Single Sign-On (SSO) Integration	Integration	Single Sign-On (SSO) provides the ability to validate usernames and passwords against internal user databases, such as Active Directory, Netware, Azure AD, etc., rather than having separate user passwords managed by NEOGOV.
Position Control Import	Data Transfer	Position Control Import is a Data Transfer from an organization's existing HRIS system to NEOGOV for Position titles and Numbers.
Employee Import	Data Transfer	Employee Import is a Data Transfer from an organization's existing HRIS system to NEOGOV for employee data, including new hires, rehires, and employee updates (e.g., Promotions, Demotions, Transfers, etc.)
Class Spec Import	Data Transfer	Department, Division, Class Spec Import is a Data Transfer from an organization's existing HRIS to NEOGOV for Department, Division, and Class Spec codes and titles.
Testing integration	Data Transfer	NEOGOV partners with Testing vendors to provide organizations with the ability to initiate testing and review results in NEOGOV.
Video interview integration	Data Transfer	NEOGOV partners with a Video Interview Vendor to provide organizations with the ability to request and review candidates submit pre-recorded interviews.
Hire Export	Data Transfer	The Hire export provides a link to export new hire and rehire data from NEOGOV Insight into the organization's existing HRIS system.
Course Management Import	Data Transfer	Import historical training data into NEOGOV for reporting purposes. Track your ongoing online courses from outside Learn.
Course File Integration	Data Transfer	Import existing SCORM data into NEOGOV Learn.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

NEOGOV is a Cloud-based Software as a Service. No hardware is needed to provide our services and we are able to provide services in all 50 states and U.S. Territories.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store

locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

NEOGOV does not have any retail or in-store locations. Please see our marketing plan below to ensure customers are receiving pricing under this Master Agreement. Pricing provided to Participating Agencies will be based on desired products and agency size according to the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

N/A. NEOGOV does not use third-party companies in the provision of its software solutions. All services and products are developed, maintained, and supported in-house by NEOGOV's dedicated team.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

N/A. There are no distribution facilities, warehouses or retail locations. NEOGOV's Software as a Service (SaaS) based solutions are delivered remotely. As such, only a modern web browser (e.g. Internet Explorer, Chrome or Firefox) and internet connection are required to use the core functionality of NEOGOV. Our data centers and hosting facilities are located in the following locations:

- Equinix Datacenters in Los Angeles, CA and Ashburn, VA
- AWS GovCloud West
- AWS US East
- Microsoft Azure East
- Microsoft Azure West US regions

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

There are no portions of the response that should not be available.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to I,II:

Ninety-Day Implementation Plan for NEOGOV Master Agreement with OMNIA Partners

Executive Leadership Endorsement and Sponsorship (Within First 10 Days)

- **Day 1-3: Official Announcement and Endorsement**
  - Executive leadership to announce the award of the Master Agreement with OMNIA Partners through a company-wide memo.
  - Publish an endorsement letter from NEOGOV's CEO highlighting the significance of this award as one of our primary public sector go-to-market strategies.
  - Announce the partnership on internal communication platforms, such as email newsletters and intranet bulletins.

- **Day 4-10: High-Level Strategic Kickoff**
  - Conduct an executive leadership meeting with key NEOGOV and OMNIA Partners stakeholders to discuss strategic vision, goals, and anticipated outcomes.
  - Assign an Executive Sponsor to oversee and support the implementation across multiple departments to ensure alignment with strategic goals.
  - Ensure executive leadership participation in the launch meeting with OMNIA Partners training to demonstrate top-down commitment.

  0-30 Days: Information Gathering and Initial Training
- **Cross-Company Training and Understanding**
  - Organize a kickoff meeting with OMNIA Partners to educate public sector and education sales executives on the advantages and details of the Master Agreement.
  - Appoint a dedicated NEOGOV representative to manage business development and the creation of ongoing training materials.
  - Develop a comprehensive "playbook" containing vital information about the OMNIA Partners contract, and distribute it company-wide
  - Incorporate OMNIA Partners training into all future new hire onboarding programs.
- **Establishing Collaborative Foundations**
  - Gain an in-depth understanding of the high-level priorities and target markets for both organizations.
  - Create a dedicated OMNIA Partners web-based homepage accessible from NEOGOV's main menu, including:
    - OMNIA Partners standard logo
    - Copy of the original procurement solicitation
    - Copy of the Master Agreement and amendments
    - Summary of products and services pricing
- **Collaborative Marketing Initiatives**
  - Begin collaboration with marketing teams to develop a comprehensive marketing campaign promoting the OMNIA agreement.
  - Create a dedicated email address for general inquiries related to the OMNIA partnership.

<u>30-60 Days: Getting the Word Out and Integrating Value Propositions</u>

- **Integrating into Sales and Marketing Processes**
  - Integrate OMNIA Partners value propositions and differentiators into lead generation and sales processes.
  - Develop a cohesive and effective co-selling strategy to be used by both NEOGOV and OMNIA Partners teams.
- **Marketing Campaign and Collateral Development**
  - Launch the first phase of the marketing campaign to promote the agreement, including email campaigns and call cadences.
  - Incorporate the OMNIA Partners logo and messaging into marketing materials and on the NEOGOV marketplace.
  - Update proposal documentation to include OMNIA value propositions.
- **Contracting Support and Education**
  - Establish a Contracting Center of Excellence (C.O.E.) to facilitate complex contracting requirements when needed.

<u>60-90 Days: Ongoing Training, Opportunity Identification, and Expansion</u>

- **Continuous Improvement in Sales Processes**

- Refine and develop ongoing talk tracks and best practices to integrate into the selling cycle
- Facilitate a contracting webinar for customers and prospects to enhance knowledge sharing and facilitate smoother transactions.

- **Proactive Opportunity Identification**
  - Identify all expiring contracts where the purchase price exceeds their non-RFP purchasing threshold, promoting the use of the OMNIA Master Agreement to streamline the contracting process and reduce costs/resources.
- **Tracking Progress and Expanding Reach**
  - Implement a system for tracking the effectiveness of the initiative, ensuring alignment with predefined goals and KPIs.
  - Schedule regular check-ins and reviews to ensure continuous improvement and identify new opportunities for expanding the reach and utilization of the Master Agreement.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

Ninety-Day Marketing Plan for NEOGOV Master Agreement with OMNIA Partners
0-10 Days: Immediate Actions
1. Creation and Distribution of Co-Branded Press Release to Trade Publications

- **Day 1-3: Draft and Approve Press Release****
  - Collaborate with OMNIA Partners' marketing team to draft a co-branded press release.
  - Obtain necessary approvals from NEOGOV and OMNIA Partners executive teams.
- **Day 4-5: Distribution Planning**
  - Develop a list of key trade publications, industry blogs, and media outlets.
  - Finalize distribution strategy.
- **Day 6-10: Release and Amplification**
  - Distribute the press release.
  - Leverage NEOGOV's social media channels and internal communication platforms to amplify the announcement.

2. Website Announcement and Detailed Information Publication

- **Day 1-10: Webpage Planning and Design**
  - Plan and begin designing a dedicated OMNIA Partners web-based homepage on NEOGOV's main website, ensuring it includes:
    - OMNIA Partners standard logo
    - Copy of original Request for Proposal
    - Copy of Master Agreement and amendments
    - Summary of products and pricing
    - Marketing materials
    - Electronic link to OMNIA Partners' website including the online registration page
    - A dedicated toll-free number and email address for OMNIA Partners inquiries

11-30 Days: Building and Initial Dissemination
1. Website Announcement and Detailed Information Publication (Continued)

- **Day 11-20: Content Development**
  - Finalize content and design elements.
  - Conduct quality and compliance checks.

- **Day 21-30: Webpage Launch**
  - Publish the dedicated webpage.
  - Promote the webpage through internal and external newsletters, email campaigns, and social media.

2. Design and Initial Distribution of Co-Branded Marketing Materials

- **Day 11-20: Design Phase**
  - Collaborate with OMNIA Partners to design co-branded marketing materials, such as brochures, flyers, and email templates.
- **Day 21-30: Production Phase**
  - Finalize and produce the marketing materials.Develop an initial distribution plan targeting current and prospective public agencies.

31-60 Days: Increased Outreach and Marketing Initiatives
1. Design and Initial Distribution of Co-Branded Marketing Materials (Continued)

- **Day 31-45: Distribution Launch**
  - Begin distributing marketing materials through email campaigns, direct mail, and social media channels.

2. Marketing Campaign and Messaging Integration

- **Day 31-50: Integration Phase**
  - Integrate OMNIA Partners' value propositions and differentiators into lead generation and sales processes.
  - Update proposal documentation to reflect OMNIA Master Agreement benefits.
- **Day 51-60: Campaign Launch**
  - Launch the first phase of the marketing campaign to promote the agreement, including email campaigns and call cadences.

61-90 Days: Active Promotion and Event Participation
1. Attendance at Trade Shows and Conferences

- **Planning and Scheduling**
  - Develop a calendar of key national and regional industry events for attendance and participation, in collaboration with OMNIA Partners.
- **Preparation and Participation**
  - Begin preparations for upcoming events, including booking booth space and staffing for the NIGP Annual Forum and other relevant conferences.

2. National and Regional Advertising in Trade Publications

- **Day 61-75: Strategy Development**
  - Develop an advertising strategy targeted at national and regional trade publications.
- **Day 76-90: Ad Design and Rollout**
  - Design and publish initial advertisements, ensuring they are co-branded and promote the Master Agreement benefits.

Ongoing Marketing and Promotion Strategies (Throughout the Term)
1. Content Development and Continuous Outreach

- **Case Studies and Collateral**

- Develop case studies, presentations, and collateral pieces showcasing the success stories and benefits of the Master Agreement.

- **Regular Communication**
  - Maintain ongoing communication with public agencies through newsletters, webinars, email campaigns, and targeted outreach.

2. Dedicated Online Presence (Continued Enhancement)

- **Continuously update and enhance the dedicated OMNIA Partners web-based homepage with fresh content and resources to ensure ongoing relevance and appeal**

a. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform
b. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications
c. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
d. Design, publication and distribution of co-branded marketing materials within first 90 days
e. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)
g. Dedicated OMNIA Partners page on Supplier's website with:
h. OMNIA Partners standard logo;
   i. Copy of original Request for Proposal;
   ii. Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
   iii. Summary of Products and pricing;
   iv. Marketing Materials
   v. Electronic link to OMNIA Partners' website;
   vi. A dedicated toll-free number and email address for OMNIA Partners

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

To seamlessly transition our existing Public Agency customers to the new Master Agreement available nationally through OMNIA Partners, NEOGOV will implement a structured and systematic approach that ensures minimal disruption and maximum benefit. Initially, we will develop a comprehensive communication plan, informing current customers about the new Master Agreement, emphasizing its enhanced benefits and additional opportunities. We will also organize informational webinars and Q&A sessions to clarify the advantages and address any concerns. To further support this transition, we will assign our dedicated support team to assist each agency, conducting one-on-one consultations to understand their unique needs and provide tailored guidance. Comprehensive training sessions will be offered for procurement and administrative staff, supplemented by a resource hub containing detailed guides, FAQs, and best practice documents.

Throughout the transition, we will employ a phased rollout, starting with a pilot program involving a select group of Region 14 ESC agencies to test the process and resolve potential issues before a full-scale implementation. We will continuously monitor the transition, collecting feedback and making necessary adjustments to ensure a smooth experience for all agencies involved. Additionally, we will position the OMNIA Partners Master Agreement strategically among our existing cooperative contracts, such as NYS OGS IT Umbrella, by highlighting the unique benefits and broader national reach of the OMNIA Partners agreement. We will develop integrated marketing materials to compare and contrast these agreements, maintaining consistent messaging across all channels to avoid confusion. Our tailored recommendations will guide agencies to the Master Agreement that best meets their needs, with a particular emphasis on the comprehensive benefits offered by OMNIA Partners. This approach ensures a smooth transition, enhanced customer satisfaction, and long-term success for both NEOGOV and our public sector partners.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Yes, Governmentjobs.com, Inc. acknowledges.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

Yes, Governmentjobs.com, Inc. confirms.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Yes, Governmentjobs.com, Inc. confirms. Please refer to the 90 day plan for additional information.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

- Lindsey Gerber, Proposal Team Manager.
  - Email - bids@neogov.net
  - Phone - (310)-971-9588

ii. Marketing

- Lindsey Gerber, Proposal Team Manager.
  - Email - marketing-team@neogov.net

- Phone - (310)-971-9588

iii. Sales:

- Lindsey Gerber, Proposal Team Manager.
  - Email - sales@neogov.net
  - Phone - (310)-971-9588

iv. Sales Support

- Lindsey Gerber, Proposal Team Manager.
  - Email - bids@neogov.net
  - Phone - (310)-971-9588

v. Financial Reporting

- Nicholas Kromer, VP of Revenue Operations.
  - Email - bids@neogov.net
  - Phone - (310)-971-9588

vi. Accounts Payable: https:

- Lindsey Gerber, Proposal Team Manager.
  - Email -ap@neogov.net Phone - (310)-971-9588

vii. Contracts

- Joshua Snyder, VP of Strategic Partnerships.
  - Email - bids@neogov.net,
  - Phone - (310)-971-9588

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

NEOGOV's salesforce is strategically structured to optimally serve the diverse needs of our customers across the United States and Canada. Comprised of 2 Vice Presidents, 4 directors and 61 sales executives, our team is organized by geographical regions across the United States and Canada. To ensure we can support our entire market with specialized knowledge and function, each sales person is further segmented by sector—either law enforcement, government/municipalities, and education. This allows for tailored strategies and localized outreach.

Our team includes Account Managers who prioritize current customer relationships and Account Executives focused on engaging new prospects. Supporting these efforts, we have over 60 Sales Development Representatives in our Utah based office to assist in maximizing outreach effectiveness and lead generation. Many of our executives bring direct experience from the public sector and law enforcement, providing valuable insights that enhance service delivery. This robust structure ensures NEOGOV maintains a significant presence and delivers specialized, effective solutions throughout North America.

The executive in charge of our Sales and Marketing team can be reached at bids@neogov.net.

Chief Revenue Officer- Matt Redden

As the CRO, Matt leads the business development, sales, marketing, pricing, training, partner strategy and revenue management for NEOGOV. The job is to test demand generation, selling, growth hacking, etc., to measure success and failure, and know when, where and how to "double-down."

- Develop growth strategies with the executive team and board of directors Create accountability within the company by developing appropriate metrics and coordinating compensation and promotions with these metrics
- Monitor the revenue pipeline and leads, adjusting as necessary to create sustainable growth
- Establish both short-term results and long-term strategy, including revenue forecasting
- Oversee all Channel/Partner Development -- adding new sales channels and 3rd party resellers and partners

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

We believe that OMNIA Partners and Region 14 ESC play a critical role in promoting agreements arising from this RFP by providing a credible platform that streamlines procurement processes. To successfully implement, grow, and service the national program under the Master Agreement with OMNIA Partners, NEOGOV's sales teams will engage in a highly collaborative approach with the OMNIA Partners team.

To effectively integrate the OMNIA Partner's-awarded agreement into NEOGOV's sales process, we will begin by extensively training our sales team to understand and articulate the benefits of the agreement, such as pre-negotiated terms and compliance with procurement regulations. NEOGOV and OMNIA Partners will develop and deliver training programs to ensure the sales force is well-versed in the Master Agreement's benefits and selling points, with ongoing educational efforts to keep teams aligned and informed.

Initially, comprehensive planning and strategy meetings will also be held to establish clear objectives, timelines, and responsibilities for both teams. These meetings will set the foundation for regular coordination sessions to review progress, address issues, and realign strategies as needed. Marketing materials will be updated to highlight the advantages of Region 14 ESC purchasing through OMNIA Partners, ensuring this information is prominently featured in brochures, digital content, and client proposals. We will also enhance our digital presence by adding detailed information about the agreement on our website, including a dedicated landing page- as outlined in this RFP.

Integrated marketing and sales campaigns will be executed to create co-branded marketing materials and align sales efforts with promotional strategies. Joint lead generation and outreach initiatives, including webinars and workshops, will educate prospective clients about the Master Agreement's advantages. Moreover, the teams will engage in co-selling activities, coordinating joint sales calls and presentations to leverage the combined expertise and credibility of NEOGOV and OMNIA Partners.

Account managers will actively inform existing clients about the benefits of renewing or extending services under the agreement during regular consultations and account management sessions. Additionally, we will implement feedback mechanisms to capture client insights on using the OMNIA Partner' agreement, allowing us to continuously refine our integration strategy. Post-sale support and service coordination are crucial elements of this collaborative effort. Both teams will work together to ensure a seamless transition from sales to implementation, with dedicated customer success teams managing onboarding and ongoing service requirements. Regular check-ins with clients will monitor satisfaction and gather feedback, contributing to continuous service improvement. Through this comprehensive and cooperative strategy, NEOGOV and OMNIA Partners will effectively implement, grow, and service the national program, delivering exceptional value and support to public agency customers.

Your vetting and endorsement significantly enhance the trustworthiness and appeal of the agreements, offering participating entities a reliable, pre-negotiated, and compliant purchasing pathway. This not only

aids in reducing the administrative burden associated with soliciting bids but also accelerates the procurement cycle, allowing for quicker deployment of solutions.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

To manage the national program throughout the term of the Master Agreement with OMNIA Partners, NEOGOV will employ a comprehensive strategy encompassing ongoing coordination of marketing and sales efforts, timely setup of new Participating Public Agency accounts, and efficient contract administration.

Our approach begins with integrated marketing campaigns developed in collaboration with OMNIA Partners, including co-branded marketing materials, email campaigns, webinars, social media outreach, and targeted advertising in trade publications. Regular monthly strategy meetings will ensure alignment and allow for real-time adjustments based on campaign performance, sales metrics, and customer feedback. A joint lead generation strategy and outreach initiatives, such as informational webinars and industry events, will drive engagement and educate prospective clients about the Master Agreement's benefits.

For timely account setup, NEOGOV's onboarding team will streamline and standardize processes, employing automated systems where possible and providing personalized support through one-on-one consultations and tailored training sessions. Each new agency will have a dedicated contact to address questions and resolve issues during the setup phase. Our contract administration team will oversee all aspects of the Master Agreement, ensuring compliance, handling amendments, and managing renewals and expirations efficiently. This team will implement a robust monitoring system to track performance and generate regular reports to identify areas for improvement, while proactively resolving potential issues to minimize disruptions.

Ongoing customer support and relationship management will include regular check-ins, feedback sessions, and the assignment of customer success managers to help agencies maximize the benefits of the Master Agreement. We will also develop case studies and testimonials to demonstrate successful implementations and value, sharing these through various marketing channels to attract new agencies. Continuous improvement will be driven by structured feedback loops and staying abreast of industry trends and technological advancements, ensuring our solutions remain cutting-edge and our strategies innovative. This comprehensive approach will ensure the effective management, growth, and service of the national program, delivering sustained success and value for all Participating Public Agencies.

The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process. If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear. Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Annual Sales for previous fiscal years: We have provided our letters from our auditors in lieu of our Financial Statements. Please see our attached Financial Standing Letter.

Top 10 Public Agency customers

Account Name	Industry	Purchase Value	Primary Contact	Email	Date Became Customer
1. Los Angeles, County of (CA)	Municipality	$1,213,372	Lisa Garrett	lgarrett@hr.lacounty.gov	9/12/2014
2. Michigan, State of (MI)	State	$1,069,067	Sandi Thorne	thornes@michigan.gov	10/28/2008
3. Nevada, State of (NV)	State	$931,503	Bachera Washington	bwashington@admin.nv.gov	03/01/2025
4. Department of Veterans Affairs (DC) V.A.	Healthcare	$714,805	Matthew Newell	matthew.newell@va.gov	06/05/2025
5. Los Angeles, City of (CA)	Municipality	$661,796	Steve Rivera	steve.rivera@lacity.org	8/14/2008
6. Philadelphia, City of (PA)	Municipality	$647,639	Janine LaBletta	janine.labletta@phila.gov	6/5/2009
7. King, County of (WA)	Municipality	$640,761	Jay Osborne	jay.osborne@kingcounty.gov	10/19/2006
8. Dallas, City of (TX)	Municipality	$567,799	Nina Arias	nina.arias@dallas.gov	10/19/2006
9. Alabama Community College System (AL)	Higher Education	$545,417	Nikita Payne	nikita.payne@accs.edu	8/11/2021
10. Hawaii Department of Education (HI)	State	$537,508	Gary Nakamura	10053182@k12.hi.us	10/19/2006

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The ordering process at NEOGOV is designed to be collaborative and efficient. Customers initiate the purchase through a direct interaction with a NEOGOV sales representative, who assesses their needs and guides them throughout the process. A receipt of payment will be provided via email.

If the procurement involves using pre-negotiated governmental contracts, our sales representatives may engage resellers like SHI or Carahsoft. These resellers facilitate the use of contracts such as Omnia and NASPO, but do not handle the product delivery or implementation. The order form used might be on the reseller's paper, with NEOGOV consistently providing an End User License Agreement (EULA) that makes our terms clear.

Overall, NEOGOV sales representatives maintain primary contact with the customer to ensure a smooth and transparent ordering process, with assistance from resellers where necessary to streamline contractual and procurement aspects.

NEOGOV utilizes two primary transaction documents to ensure transparency, compliance, and clarity in all agreements with Region 14 ESC participating entities:

- Order Form – This document serves as the official agreement outlining the specific products and services purchased, including pricing, subscription terms, licensing details, and any applicable discounts under the contract. The Order Form ensures that all transactions are clearly documented and aligned with the agreed-upon terms.
- Service Level Agreement (SLA) – The SLA defines NEOGOV's service commitments, including system uptime guarantees, support response times, and resolution procedures for service-related issues. This document ensures consistent service reliability and establishes performance expectations for all participating entities. Together, these documents form the foundation of our procurement process, ensuring that every transaction is governed by clear, standardized terms that support operational efficiency and compliance.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

[redacted]

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

[redacted]

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. ***Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).***
ii. ***If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.***
iii. ***Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).***
iv. ***If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.***

Yes, Governmentjobs.com, Inc. confirms it can respond to different solicitation options:

1. NEOGOV 's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services. We respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
2. If an eligible Public Agency requests to be transitioned to the Master Agreement, NEOGOV shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies and OMNIA Partners.
3. Occasionally OMNIA Partners and NEOGOV may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes NEOGOV 's pricing under the Master Agreement to be higher than an alternative contract held by NEOGOV. NEOGOV would not be required to lower the price for other Public Agencies.
4. If alternative or multiple proposals are permitted, NEOGOV will respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. NEOGOV agrees that when responding to a Third-Party Procurement Solicitation that we will make our commercial best effort to follow the options as recommended by the Master Agreement.

NEOGOV
Service Level
Agreement

NEOGOV Service Level Warranties

1. Definitions. For purposes of this Contract, the following definitions shall apply:

   a) "Non-excluded Downtime" means a period of downtime that is not Excluded Downtime.

   b) "Excluded Downtime" means (i) Scheduled Downtime; (ii) any period of unavailability lasting less than 10 minutes, not to occur more than once per month; (iii) issues arising from components controlled by the Customer (or its vendors, contractors or service providers) and their performance or failure to perform which impair or disrupt Customer's connections to the Internet and the transmission of data as reasonably determined by NEOGOV after an investigation into the issue; (iv) that resulted from any actions or inactions of Customer or any third parties; and (v) unavailability of features or functions which would be considered a Level 1 or Level 2 severity level under the table in Section 2 below.

   c) "SaaS Application" means each proprietary NEOGOV web-based software-as-a-service application subscribed to by Customer.

   d) "Scheduled Maintenance" shall mean a period of time where the System is unavailable to Customer, and/or any third party, in order for NEOGOV to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment.

   e) "Service Credit" shall means a percentage of Service Fees to be credited to Customer if NEOGOV fails to meet a Service Level, as set forth in this SLA. Once Service Credit equals 1/365 of the total fees paid for the SaaS Application

   f) "Service Level" means a performance standard NEOGOV is required to meet in providing the Services, as set forth in this SLA.

   g) "Uptime" means the percentage of total time in a calendar month that the hosted environment is available. Uptime is calculated as the sum of available time minus Non-excluded Downtime minus Excluded Downtime divided by total time minus Excluded Downtime, expressed as a percentage.

$$\left[\left(\frac{\textit{Total -- Non-excluded -- Excluded}}{\textit{Total -- Excluded}}\right)\right]$$

2. Customer Obligations. The Customer's responsibilities and obligations in support of this SLA include the following:

   a) Providing information and authorizations as required by NEOGOV for performing the Services.

   b) Adhering to policies and processes established by NEOGOV for reporting service failures and incidents and prioritizing service requests.

   c) Paying fees and costs as required by any master agreement or scope of work.

   d) In order to receive any of the Service Credits described herein, Customer must notify NEOGOV within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

3. NEOGOV Obligations; Service Levels; Service Credits.

   a) Customer Service Response. NEOGOV will provide telephone customer support Monday through Friday excluding NEOGOV holidays. If the NEOGOV support desk is unable to resolve the issue within the time limits specified herein, the case shall be escalated to the appropriate teams.

	Target Response and Resolution Times	
Severity	**Issues/Factors Determining Severity**	**Initial Acknowledgment[1]**
Level 1	• Functionality, system use questions. • Enhancement requests • Data Privacy inquiry	< 72 hours
Level 2	• Problem does not impact or has low impact to customer operations. • Can conduct daily work. • No error messages. • There is a work around.	< 24 hours
Level 3	• No work around solution. • Moderate system impact. • Moderate data security, availability, or integrity impact. • Hot-fix required	< 4 hours
Level 4	• Critical error that leads to work stoppage or significant error in processing candidates • System outage due to NEOGOV software or hardware • Problem puts user or customer information at risk. • Multiple Customers reporting a safety issue. • Unauthorized access to customer or job seeker data.	< 2 hour

a) Standard Service Levels/Warranty. The SaaS Application, Resolution Times and Acknowledgment Times (the "Service Levels") must meet the standards described in this section. If Service Levels degrade to a level of non-compliance during the periods specified, Customer may request a Service Credit and NEOGOV must take the necessary steps to bring the system back to the required level unless Customer determines that factors outside NEOGOV's control are the cause. Only one Service Credit can be applied within a twenty-four (24) hour period. Any and all customer credits shall be attributed to the month period subsequent to the month in which the credit is requested by Customer. The aggregate maximum number of Service Credits to be issued by NEOGOV to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed five (5) Service Credits. A Service Credit shall be issued in NEOGOV's invoice in the year following the Downtime, unless the Service Credit is due in Customer's final year of service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer. In no case will the Service Credits due to Customer for a month exceed the amounts paid by Customer to NEOGOV. In the event Customer terminates this contract with Service Credits still owed to Customer, NEOGOV shall compensate Customer for the monetary value of these Service Credits.

Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, from multiple events at least twenty-four (24) hours apart, it shall be eligible to receive two Service Credits.

Service Level Warranties			
Service	**Measurement**	**Service Level**	**Service Credit**
SaaS Application	SaaS Application Uptime	99.8% in three (3) months during consecutive six (6) month period.	In addition to all other remedies available to Customer, Customer shall be entitled to terminate this Agreement for a material breach upon written notice to NEOGOV with no further liability, expense, or obligation to NEOGOV, provided that Customer notifies NEOGOV within thirty (30) days of the conclusion of the third (3rd month in which the Services were not available 99.8% of the time). Customer is entitled to prorate refund from date of termination within 30 days of the termination date.
SaaS Application	SaaS Application Uptime	99.8%	10% of monthly SaaS Application Fees

[1] During standard business hours.

Target Resolution Level 4	Target Resolution Time	100%	8% of monthly SaaS Application Fees
Level 3 Severity Resolution	Target Resolution Time	100%	5% of monthly SaaS Application Fees
Customer Support	Initial Acknowledgment	95% in calendar month	.5% of monthly SaaS Application Fees

NEOGOV™

PowerDMS Digital Management Software A NEOGOV Company

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

    a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

    b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

    b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

    c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

    d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

    e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	**GovermentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)**
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Financial Standing Letter
and
KPMG Audit

NEOGOV PowerDMS by NEOGOV NEOED

OMNIA Partners

5001 Aspen Grove Drive

Franklin, TN 37067

June 18, 2025

Dear Sir/Madam,

This letter is to inform you of the reasoning we have provided our letters from our auditors in lieu of our Financial Statements. Our Financial Statements are highly confidential and as we are a privately held institution, they are not disclosed publicly. In our auditor's letter, issued by an independent public accountant of recognized national standing, they are required to disclose a risk of going concern if they believed there to be any. Since they did not, with the auditor's letter you can deduce that NEOGOV is solvent and there is no risk at that point in time that the company would cease operations.

As further indication of our financial standing, scale, and stability, NEOGOV has been in business for over 25 years and serves over 10,000 US government agencies. In addition, the Company is majority owned by and enjoys the financial backing and support of Warburg Pincus and The Carlyle Group, two of the world's most preeminent investment firms that together manage over $400 billion of assets.

By providing the auditor's letter and additional context around our business, we accomplish both the reassurance you need with our financial position as well as the confidentiality we need as a privately held company.

We look forward to our partnership together,

Alex Chun
Chief Financial Officer

KPMG LLP
Suite 1500
550 South Hope Street
Los Angeles, CA 90071-2629

Independent Auditors' Report

The Board of Directors
Lobos Parent, Inc.:

Opinion

We have audited the consolidated financial statements of Lobos Parent, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations and comprehensive loss, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Los Angeles, California
April 26, 2024

IMPLEMENTATION PLAN

NEOGOV

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Proposed HRIS Implementation

To achieve project success and to ensure both effective and timely implementation of your system, NEOGOV utilizes a dedicated professional services team and a tested and proven implementation approach. This approach is designed to provide the most efficient and effective implementation while producing maximum user adoption and ongoing project success.

As part of the implementation process, NEOGOV utilizes a pod implementation approach that effectively manages and streamlines the implementation. For all implementations, NEOGOV is proud to offer implementation experts who will be specifically tasked with working on your project for the duration of your system implementation experience.

HRIS Full Suite Team (3-4 Modules)

- Project Manager
- CoreHR Implementation Consultant
- Benefits Implementation Consultant
- Time & Attendance Implementation Consultant
- Payroll Implementation Consultant
- Data/EDI Specialist

Adhoc Team (1-2 Modules)

- Project Manager
- Implementation Consultant(s)
- Data/EDI Specialist

Kickoff

During the project kickoff you will meet your assigned Project Manager to review roles, responsibilities, and expectations of the project partnership. Your Project Manager will begin to gather some initial information about your organizational priorities, needs and expected outcomes.

Data Consultation/Education

Prior to beginning your implementation it's important to understand the data needs of the HRIS system and the implementation in general. To ensure that you are prepared to make decisions around your data and data gathering a data consultation will take place. During this consultation we will review the organizational model requirements of HRIS and how these data attributes drive in cross-functional modules. If you are already active with a NEOGOV product, we will assess this data to advise on any possible adjustments needed to make your data compatible with HRIS. Key decision makers and internal data representatives should be present for this discussion. At the conclusion of this discussion your internal teams may begin to work through data extraction from legacy systems.

Discovery

The Discovery phase of the project is the most critical phase of the project as it is during this phase that your system requirements are defined. It is important that key stakeholders from your organization are present to ensure that clear and accurate details are captured.

Examples of key stakeholders who should be involved are Human Resources, Payroll, Finance, Benefits Admin and IT. Discovery sessions will take place 2x weekly until all aspects of the purchased products

have been thoroughly vetted.

Data

At the conclusion of the Discovery phase, you will move into the Data phase of the project. During this phase your assigned Data Specialist will begin to work with your organization to collect the initial seed data needed to support your implementation. It is important that clean accurate data is provided as the data sent to your system sets the stage for the subsequent configuration. Active implementation cannot begin until the seed data has been loaded and validated by your organization.

Scope

Now that requirements and data gathering have been completed, your implementation team can define the project scope and finalize the project timeline. Your project scope will outline the configuration plan for each product and the expected timeline to complete the configuration, testing and launch of the system. Upon sign off of the Scope and Timeline you will move into Active Implementation.

Active Implementation

Your implementation team will now be focused on executing your system requirements. Active Implementation is all about system configuration, IC level testing and admin training. During this stage of the implementation, you will continue to meet with your team weekly for status updates, set up review and training to prepare for Testing/Parallels.

Additionally, the remaining required data needed to send the system must be delivered for importing. It is important to note that it is not uncommon that during this phase of the project additional clarification and/or details may be requested.

Testing/Parallels

We have now reached the exciting step of seeing our work come together. It's time for your organization to begin to test the configuration and functionality of the purchased products. During this phase of the project, we will complete parallels against legacy system to ensure that all aspects of the system are calculating and operating as expected. This phase of the project is an extremely hands-on phase for your organization. Key stakeholders for your Human Resources, Payroll, Finance, Benefits and IT should be included in the testing and parallels process. It is at the conclusion of this stage that a Go - No Go Decision is made.

Pre-Launch

If we have made it to Pre-Launch, we have cleared our success criteria and we are ready to deploy your system build to your production environment. It is at this point that you will most likely need to generate and provide refreshed employee-related data files to seed your production system with the most up to date data from your legacy systems. Rapid turnaround of this data will reduce gaps in your data and delays in your launch. Black out for data process will begin and all changes to TMS and/or HRIS will be held for post black out processing. Any final setup refinements may be completed.

Launch

We are now positioned for LAUNCH! Your build will be deployed to your production environment and your refreshed data files will be loaded to your production environment. Your implementation team will complete some final production level setup tasks, production level testing and HRIS/TMS integration. Once complete you will process your held changes, and your internal rollout process may begin. Shortly after launch you will start using NEOGOV to capture Time activity and process your 1st payroll. You will

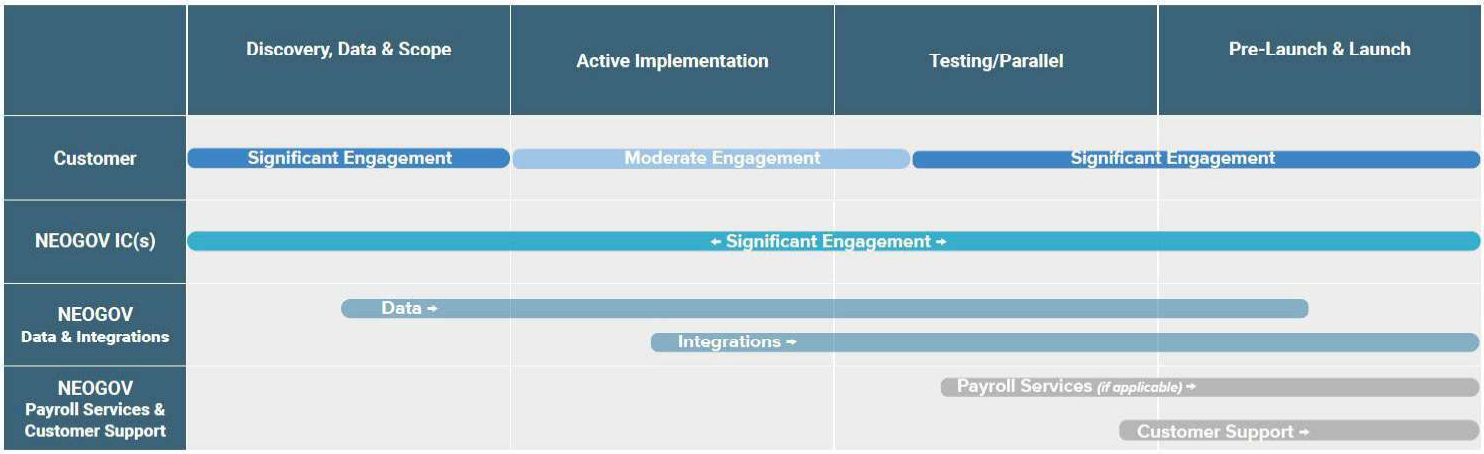
remain w/your implementation team for appx. 30-days post Go Live.

Customer Support

After your implementation has been completed and you have successfully processed appx 2-3 active payrolls you will now be ready to transition to NEOGOV Customer Support. NEOGOV Support will become your day-to-day contact and aid as needed.

Project Commitment

Implementation of any software is a significant and sensitive commitment for all parties. It's important to ensure that all key stakeholders and subject matter experts can be fully invested during the project. Avoiding competing initiatives, significant absences of key resources and timely delivery of information and decisions will ensure project milestones are met and overall project timeline integrity is maintained. NEOGOV provides you with a dedicated team during your assigned project period and significant delays to the project can affect the availability of these resources outside the planned project period. As illustrated below, NEOGOV resources remain fully dedicated to the project during the project period. Customer engagement during the project period, while constant, is significantly higher during the beginning and end phases.



Who We Will Bring

Account Executive (AE)

- Ensure alignment with contractual agreements
- Future product and integration contracts
- Ensure overall satisfaction it is met in your product purchase.

Project Manager

- Manage project scope, risks, and timelines
- Schedule and leads project meetings
- Serve as the primary contact throughout implementation

Implementation Consultant(s)

- Data Specialist & Product Subject Matter Expert for each purchased product
- Support working sessions, validates configuration and supports training throughout

implementation

- Provide guidance on HRIS product implementation & best practices for implementing products
- Serve as the secondary contact throughout implementation

Who You Should Bring

Project Sponsor

- Responsible for overall success of the project
- High-level engagement throughout project
- Authority to drive internal prioritization to maintain project timeline integrity
- Internal and external resource for project risks

Project Lead/Owner

- Facilitate internal discussion and fact gathering to support requirements gathering
- Ensure accountability for on-time deliverables for all members of your project team
- Manage deliverables to ensure overall project timeline integrity is being met
- Coordinate project team and ensures tasks are completed on time
- Attend all scheduled meetings

Project Team

- Project Team should include a SME from each area of your operation
- Human Resources/Benefits Administration/Payroll/Finance/IT/Data
- Provide requested details on all operational processes and functional needs of the system
- Participate in all project calls

Proposed TMS Project Implementation

Overview

To achieve a high level of project success, and to ensure both an effective and timely implementation for our agencies, NEOGOV utilizes a dedicated professional services team and a tested and proven implementation approach. This approach has been continually refined and is designed to provide the most efficient and effective implementation while producing maximum user adoption and ongoing project success.

As part of the implementation process, NEOGOV incorporates a staged implementation approach which is designed to effectively manage and streamline the process. This staged implementation approach is in the style of train the trainer. For all implementations, NEOGOV is proud to offer an implementation expert to facilitate the process.

Agency Staffing Requirements

Per implementation, customers are responsible for organizing a team consisting of at least one project manager and one system administrator who will work with agency staff and NEOGOV during the project. The project manager should be familiar with project plans and understand the tasks associated with managing a team, working with a timeline, and interacting with an external vendor. The system administrator is typically a Human Resources staff member who is familiar with internal processes (recruitment, training and development, new hire orientation, etc.).

NEOGOV recommends **1-3** primary system administrators, with **1-2** back-ups in the event of vacation, leave, etc. The system administrator(s) should attend all status check-ins with the NEOGOV implementation consultant. You may include IT in these meetings, but this is optional.

The system administrator(s) should be familiar with using a computer and Google Chrome. Within the team there should be an understanding of the existing processes as the team will be responsible for reviewing and revising, where necessary, the existing processes to incorporate NEOGOV

Before You Begin

Prior to the scheduled project kick-off meeting, the NEOGOV Implementation Consultant will deliver a series of documents to the customer Project Manager, including the Implementation Workbook, access to GuideCX (project management platform) and the Pre- Implementation Questionnaire. These provide a checklist of each of the tasks, responsibilities, and timelines associated with each of the deliverables.

NEOGOV recommends a weekly status check-in between the Implementation Consultant and customer Project Manager and System Administrator(s) to review accomplished activities, completed deliverables, upcoming deliverables, and functionality questions.

At the kick-off meeting, NEOGOV will review the project implementation timeline with the customer and both parties will agree upon a Go-Live date. This meeting is used to clearly define the roles, responsibilities, deliverables, and tasks as laid out in this proposal, in addition to presenting a high- level overview of the system.

Contingency timeframes are always incorporated into the project plan to allow for some project timeline fluctuation. Each of the major deliverables in the timeline incorporates roughly a **10%** contingency estimate added to each activity. Based on the overall timeline requirements and NEOGOV's extensive history working with public sector and education agencies delivering this type of solution, we are confident that the timeline (including safe contingency planning estimates) will be successfully completed on time and within budget.

Depending on the product being implemented, the implementation process can take anywhere from **8-15** weeks, depending on how many varying processes the organization utilizes as well as time commitment from the system administrator(s).

A NEOGOV implementation consultant is assigned to your implementation and will serve as your point of contact to answer any of your questions and provide guidance. Your consultant will serve as your subject matter expert and is available to help and provide best practice advice on system functionality throughout the project.

Internal Process Analysis

Before the project kick-off, it is important to consider your processes. Having your processes defined will help determine how you will configure your system, as well as help your NEOGOV implementation consultant know which features to utilize to achieve your process goals. General questions to consider:

- Are you centralized or decentralized?
- Do managers play any part of the process?
- Are you looking to re-do any or all parts of your processes?
- Do you have buy in from your unions, end-users, executive teams, etc?

- How are you currently processing employees?
- What is your end goal with implementing NEOGOV?
- How are you planning on managing your data?
- Do you have a system or records?

NEOGOV has included the implementation timeline and deliverables in the Sample Implementation timeline below. Please note that the steps may vary per product. This proven installation approach is as follows:

Stage I Project Kick- Off

This stage consists of the project kick-off call that should be attended by the customer project manager, system administrators, and any other stakeholders responsible for configuring the system.

During this stage you will review your findings from the Internal Process Analysis step (see above) as well as system goals with your dedicated NEOGOV Implementation Consultant.

This will assist your NEOGOV implementation consultant to be equipped with details about your process to advise you on the best, most relevant configuration options for your system. In addition, this allows us the opportunity to work with you to identify areas of workflow improvements that we can suggest to ensure you get the most possible out of the project.

Meeting Agenda

- Introductions
- Overview of System
- Discussion of Project Timeline and GuideCX
- Discussion of System Administration Training and Train the Trainer sessions
- Discussion of Project Roles and Assignments
- Discussion of Community (online training center)
- Review Pre-Implementation Questionnaire
- Question and Answer

After the kick-off meeting, your NEOGOV implementation consultant will send you your login credentials.

Data Gathering

To further set your team up for success, NEOGOV recommends a data gathering phase after your kick-off call. Use this time to gather all forms and materials needed for the implementation.

Stage II System Configuration

During this stage the customer system administrators are responsible for dedicating time to learn and configure the product, with the guidance of your NEOGOV Implementation Consultant. With our train the trainer approach, it is vital for the system administrator(s) to commit to learning the system, which will ultimately set your team up for success. With this approach, our customers become Subject Matter Experts themselves and will be self- sufficient after Go-Live.

Self-Paced System Training

In addition to the guidance provided by our in-house Implementation Consultant, NEOGOV also provides online user guides and tutorials to assist you in the set-up of the system and management of the project. Additional training includes:

- Online User Guides – The online user guides cover in-detail the capability, functionality, and linking throughout the system. The user guides are broken down by topic for ease of use. The user guides are available on any NEOGOV screen by clicking the 'Help and Feedback' link. The online user guides function much like standard help guides wherein the help documentation is available online and interactive including text and topic searching, indexes throughout the document.
- Tutorials – NEOGOV offers a series of video tutorials that progress sequentially for an intuitive learning experience. It is recommended to watch all modules to learn the full functionality of the system. Your NEOGOV implementation consultant will direct you to specific tutorials throughout the system configuration phase. Each of these series include multiple modules covering a range of common actions.

Configuration

With the assistance of your NEOGOV Implementation Consultant and using the tutorials and online user guide as a reference, you will configure the system. Depending on which product you are implementing, you will configure various features.

Your NEOGOV implementation consultant will advise you with best practices to create streamlined and automated processes.

Stage III System Validation

Upon completion of configuration, you will begin system validation, during which your system administrator(s) will test all aspects of your system. This stage is vital to the success of your deployment of NEOGOV.

Test System

A thorough system validation ensures that the system is configured and ready to support the needs of your organization. Your Implementation Consultant will review the system validation process with you once you have completed configuration.

We encourage you to be intensely engaged and creative. As you test, consider various scenarios that might arise. Once testing is complete, your Implementation Consultant will review the test results with you and help advise on how to adjust any necessary settings before moving on.

Employee Data Import (Optional)

Part of the system validation stage is the Employee Data Import. This step is to upload your existing employee population into the NEOGOV system. Depending on which product you implement, this is an optional step as it is not required to have all existing employees in the system.

Your NEOGOV implementation consultant will provide you with an Employee Workbook with the following fields:

- Employee Name
- Employee Number
- Email Address

- Start Date
- Department Code and Title
- Division Code and Title
- Class Code and Title
- Position Code and Title
- Direct Manager Employee Number

Once received, your NEOGOV implementation consultant will import your data into NEOGOV.

Stage IV - Deployment

During this stage you will attend the production review call to wrap up the implementation, activate your users, conduct end-user training for managers and HR staff that will be involved in your processes. Please use the Production Review Checklist (found in the Implementation Workbook) to ensure system readiness before moving through the rest of this stage.

Production Review Call

You will attend the production review call once your system is configured, tested, and if you choose, all employee data has been uploaded. The purpose of the production review call is to have your consultant review your set-up to ensure everything is configured to work exactly as you intend for it to work. The first part of the call is to review the Production Review Checklist. The checklist contains the required as well as optional features in the system that will be reviewed with your NEOGOV Implementation consultant. This acts as a final check-through of your system before Go- Live.

The second part of the production review call consists of the Customer-Led demo. The system administrators will conduct a demo to ensure the administrators are comfortable with using the system and know where to navigate to use key features and functions. This is by no means a test.

Upon completion of the production review call, you are marked as **Live**: meaning you have finished the implementation and are ready to use the system.

End-User Training

This step is optional, but NEOGOV highly encourages customer system administrator(s) to conduct end-user training for any employees, managers, department heads, IT, HR staff, or others that will be utilizing the system. NEOGOV recommends that the system administrator(s) customize the NEOGOV employee and manager user guides (found in our online help center) to your specific process.

In addition, NEOGOV recommends the system administrator(s) create PowerPoint presentations and conduct several **2**-hour sessions for end users to learn how to use the system. You have the option of having a NEOGOV trainer create the training PowerPoints as well as lead the session at an additional cost.

Launch NEOGOV (Go-Live)

Once all users are trained, and the production review call is complete, you may begin using NEOGOV. Your NEOGOV implementation consultant will be your main point of contact post- go-live for **30** days to ensure a smooth rollout.

At that point, you will be transferred to our Customer Support Team. NEOGOV has a team of experienced professionals ready to help answer your questions by phone, email, or by logging in a case with our Help Desk. Our live Customer Care Team is available from **6:00 AM** to **6:00 PM** (Mountain), Monday through Friday (excluding NEOGOV holidays). During these phone support hours, you have an unlimited number of calls available. If you call outside of these hours, or if all our representatives are busy, simply leave a

message and your call will be returned once a team member is available. You can expect a response in 24 hours or less.

There is no charge for calling into the Customer Support Team for help. Additional fees may apply if you choose to purchase additional onsite training in the future or decide to attend the annual User Conference.

NEOGOV Response June 2025

D. Value Added Products/Services (10 points)

1. Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.

The NEOGOV Community Network

NEOGOV has been building and supporting public sector and education HR Software for the past 20 years. NEOGOV systems are built for public sector and education agencies. Our teams understand specific requirements and best practices to create the most advantageous solutions for our customers. Product Managers take direct customer feedback from the NEOGOV Community's Idea Board when planning and developing future enhancements and updates to our products. The NEOGOV Community provides space for all customers to not only interact with NEOGOV Development teams, but also interact with one another to share tips and best practices.

The NEOGOV Community includes over 2000 customers and provides space for sharing and collaboration amongst users around the country. Users also receive access to additional system resources and training tools in the NEOGOV Community.

NEOGOV also maintains a 95% customer retention rate, demonstrating that agencies who join the NEOGOV network remain strong customers throughout.

In addition to the initial training, NEOGOV also offers the NEOGOV Community, which includes access to quarterly conference calls, online video tutorials, user groups, and more. This is designed to ensure your organization's success goes well beyond the initial go-live date. Furthermore, NEOGOV offers NEOGOV University classes, which are free monthly training webinars that customers can enroll in. All proposed training classes and materials, including videos, tutorials, documentation, etc., are already available and can be accessed by customers online through the NEOGOV community. There is no additional cost for ongoing support for both technical and administrative assistance or maintenance.

All Inclusive Maintenance and Updates

Since NEOGOV products are Software as a Service (SaaS) based, there are no upfront hardware or hidden costs. We provide seamless software releases and upgrades reducing ITs workload. All maintenance and upgrades are delivered and applied to all users once released by Product Managers. There is often little to no downtime for any maintenance and upgrades.

Integrated Solutions

With use of multiple NEOGOV products, data between each of the products can flow seamlessly and is captured throughout the employee lifecycle. Data from an applicant is logged at the beginning of recruitment in Insight. The employee's data can be built upon in our HRIS once the employee is hired and completes employee record information, benefit enrollments, etc. Onboarding processes including onboarding checklists and new hire forms in Onboard. Online workflows and additional employee forms are done in eForms. Completion of training courses can be tracked and managed in Learn. Employee evaluation and rating data is documented in Perform. Various aspects of each of the systems integrate with each other and the data remains in one place.

For clients with other third party systems, NEOGOV can also create integrations for those systems. Our dedicated NEOGOV Connect Team, which manages all NEOGOV integrations will work with the customer to build out any supplemental custom integrations and complete testing to ensure all connections remain in sync. NEOGOV also maintains active partnerships with other vendors for background checks, employment testing and other services. See attached product information sheets.

2. *Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.*

N/A – NEOGOV's solution is SaaS-based, so software, equipment, and service warranties or maintenance plans do not apply.

3. *Describe any equipment reconditioning and recertification offerings.*

N/A.

Product Information Sheet NEOGOV

NEOGOV

Transform Your Government HR with

One Easy-To-Use Platform

Make work easier by streamlining everyday HR processes in one integrated system. Built based on public sector best practice, NEOGOV's easy-to-use, configurable platform is designed to enhance your operations and improve efficiency. With modern solutions to the most pressing issues you face each day, you can put more focus on the work that matters.

What We Help You With

Recruitment

Get qualified public sector applicants for hard-to-fill positions.

Hiring

Reduce time-to-hire and onboard new employees in less time.

Development

Boost retention and empower employee career growth.

Performance

Give ongoing feedback in one place for easy, fair evaluations.

Documents & Workflows

Eliminate paper and time-consuming routing tasks.

Policies & Compliance

Keep staff up-to-date on critical content like policies and procedures.

Employee Information

Consolidate Core HR, benefits, payroll, and T&A.

"If you haven't tried NEOGOV, you're working too hard. *You will realize how easy it is to run your whole staffing process without breaking a sweat."*

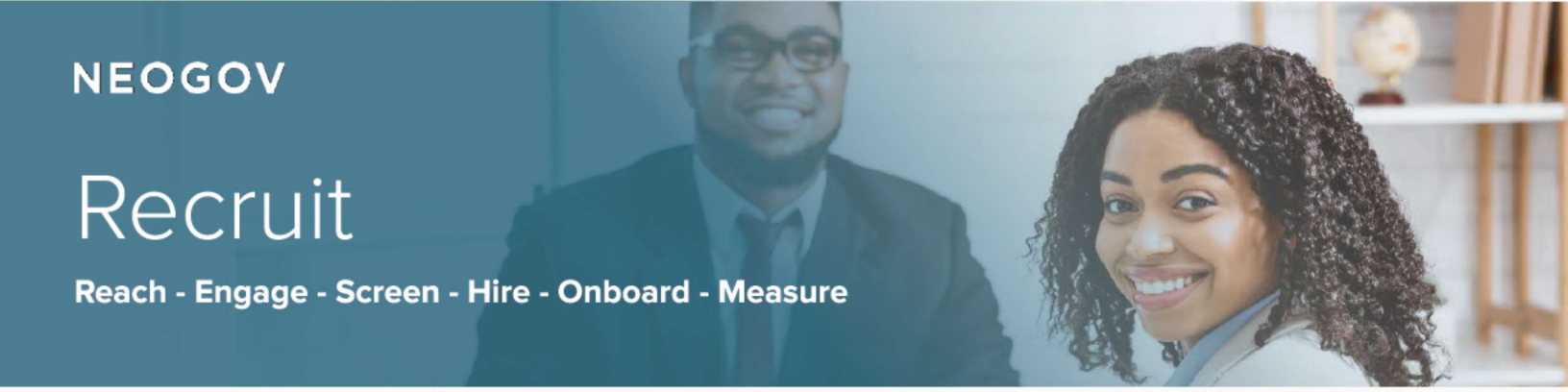
Andreas Pyper, City of Santa Barbara, CA

833.903.2915 | contact@neogov.com | neogov.com | @NEOGOV

NEOGOV

Recruit

Reach - Engage - Screen - Hire - Onboard - Measure



AT **Attract** | Candidate Relationship Management

- **Experience the joy of getting 15% more applicants** without adding to your workload
- **Stop wasting time sending emails one by one** – instead reach hundreds of candidates at once

GJ **GovernmentJobs.com** | Public Sector Job Board

- **Stop wasting time reaching candidates who aren't interested** in public sector work
- **Feel confident in finding qualified hires** with 177% more success than Indeed and 67% more success than LinkedIn

IN **Insight** | Recruiting & Applicant Tracking

- **Be proud of how easy it is for candidates to apply for your jobs** with a user-friendly process
- **Make screening applicants a breeze** with automation – and fill new positions without breaking a sweat

Vetted | Background Investigation Software

- **Manage public safety hiring in one system** with an integrated background investigation software
- **Gain a competitive edge and hire public safety roles faster** by completing investigations in less time

ON **Onboard** | Employee Onboarding

- **Have peace of mind knowing you're always compliant** with public sector new hire requirements
- **Give new hires a great first impression** by making it easy for them to complete new hire paperwork

"We went from 200 days average recruitment to 90 days per recruitment; *that includes Public Safety, which tends to have a much longer and detailed exam plan."*

Deborah Erb, HR Business Analyst, San Luis Obispo County

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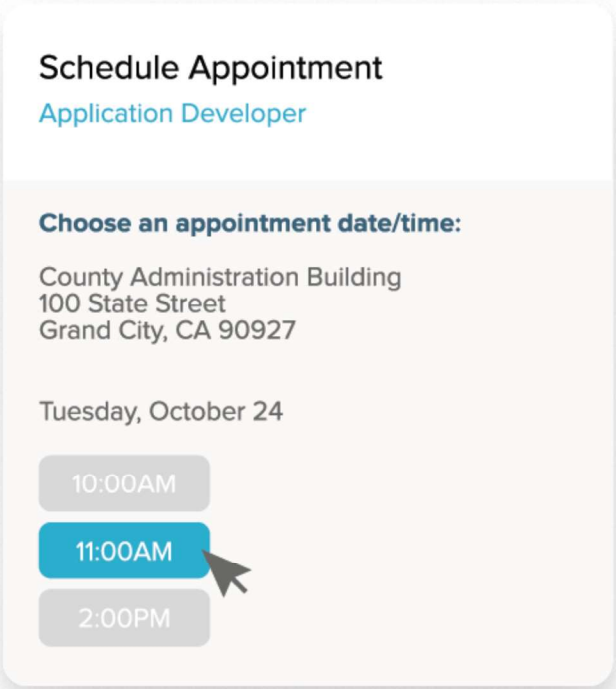
How We Help You at Each Step of the Recruitment Process

AT Attract | IN Insight | GJ GovernmentJobs.com | ON Onboard | Vetted

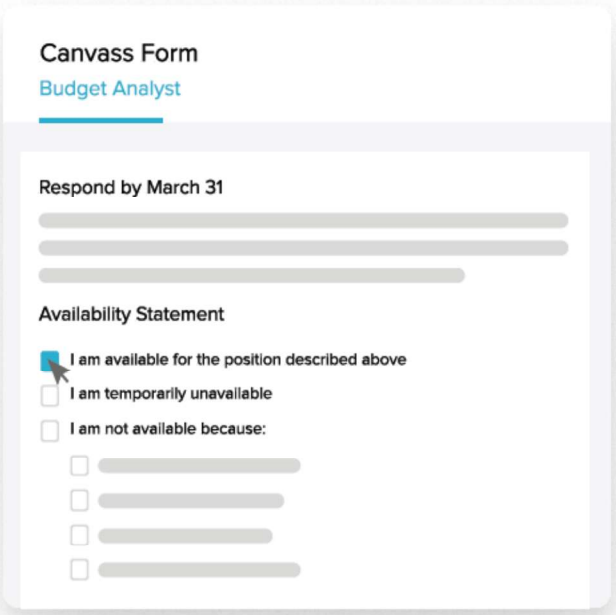
Reach Candidates

- IN **Create standard and custom** job applications with supplemental questions
- **Assign points** to qualifications and questions
- **Post job openings** and qualifications online that are mobile-friendly
- **Collect exam and application payments** online
- GJ **Market your jobs to 30M** public sector candidates



Engage Candidates

- AT **Automatically notify** good-fit candidates of jobs
- **Contact past applicants** to apply for new roles
- **Tell your story** with custom landing pages for each department or recruitment event
- **Collect candidate information** at recruitment events and easily follow up afterwards
- **Send automated email campaigns** to candidates in your area



Screen Applicants

- IN **Auto-score applicants** based on qualifications and application questions
- **Screen and/or rank applicants** automatically by residency preference
- **Create and export eligible lists**
- **Send online canvassing letters** and track their delivery, receipt, and completion
- **Let applicants self-schedule** interviews/exams
- **Assign stakeholders** to review applicants
- **Email and text applicants** with status updates
- **Securely manage the background investigation process** for public safety hires

How We Help You at Each Step of the Recruitment Process

AT Attract | IN Insight | GJ GovernmentJobs.com | ON Onboard | Vetted

Hire Employees

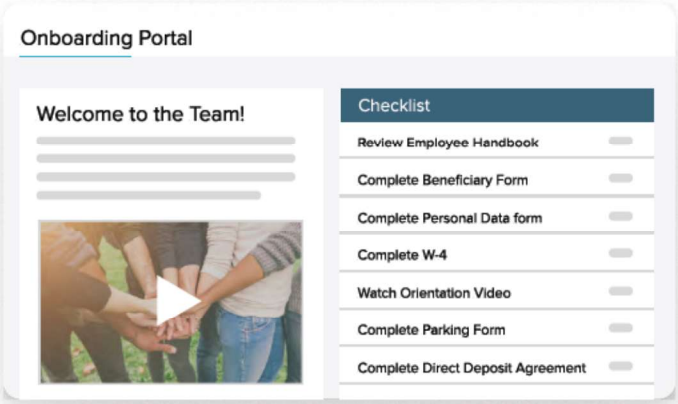
IN

- **Manage background checks**
- **Send digital offer letters** to candidates selected for hire
- **Collect compliant e-signatures** on digital offer letters

Onboard Employees

ON

- **Set up custom onboarding portals** to make new employees feel welcome and showcase your culture
- **Send digital new hire paperwork** to be completed before they start
- **Auto-populate employee info** on new hire forms from their application in Insight
- **Assign and track** new employee tasks and due dates
- **Pull job descriptions from Insight** so new hires know exactly what's expected of them
- **View individual employee goals** from Perform



Measure Activities

AT

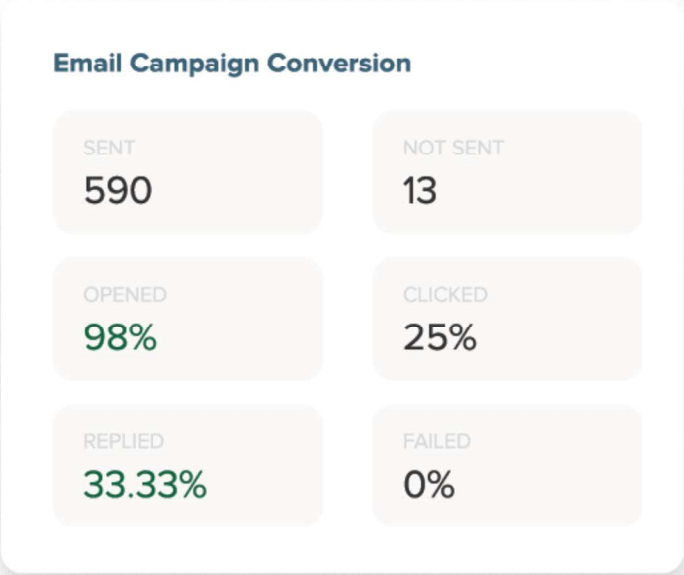
- **Track recruitment email campaign metrics** like opens, clicks, applications, and qualified candidates
- **Measure** which recruitment efforts result in the most hires

IN

- **Track time-to-hire** and compare job posting views to applications received
- **View and export reports** on EEO data and see progress on D&I initiatives

ON

- **Track progress of onboarding activities** by employee and across the organization



NEOGOV

Develop

Coach - Grow - Manage - Track

PE Perform | Performance Management

- **Feel confident that your process is fair** with ongoing employee feedback vs. just once a year
- **Cultivate a culture of engagement and growth** rather than just checking a box
- **Stop struggling with tools that don't fit** your unique public sector processes

"We have seen a transformation with Perform and ***no longer have a widespread timeliness issue with the completion of evaluations."***

Julie Broome, HR Director, Union County

LE Learn | Learning & Training Management

- **Eliminate the hassle of managing your employee training** in multiple systems and places
- **Sleep easy knowing employees are up-to-date** on your required compliance training
- **Be confident employees have a clear path to grow** and stay committed to your agency

"The features and functionality of the LMS software have allowed our organization to ***drastically improve our compliance, engagement, and overall employee experience around training."***

Makayle L., Capterra Online Review

How We Enable Your Staff to be Successful in Their Role

PE Perform LE Learn

Coach

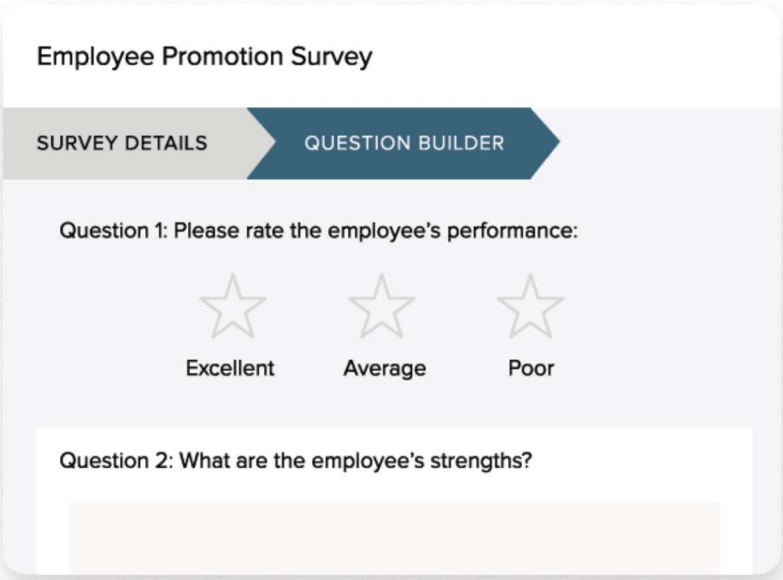
PE **Schedule periodic check-ins** to provide feedback and track progress to goals

Give employees frequent feedback on their performance throughout the year

Collect feedback from employees, managers, and others for a 360-view of performance

Create Performance Improvement Plans (PIPs) for employees based on their role

LE **Group training courses** together to create clear learning plans for employees



Grow

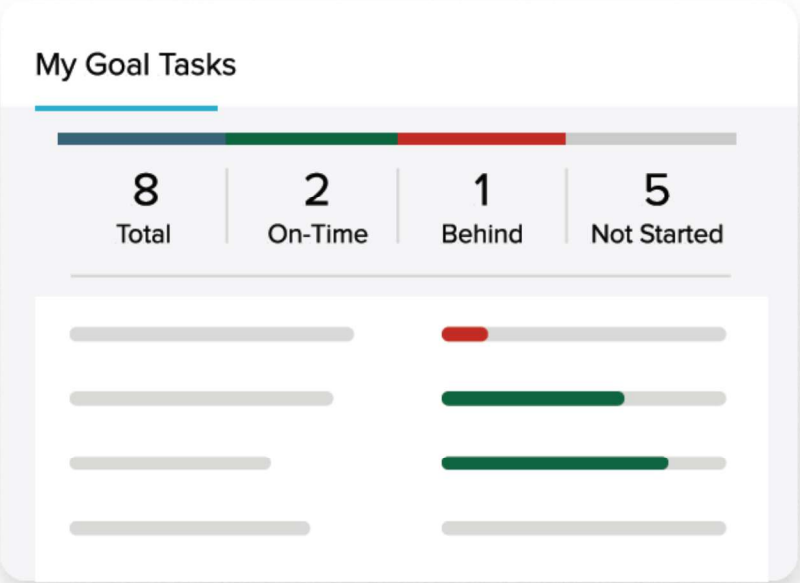
PE **Set goals** for individual employees, including milestones and deadlines

LE **Connect training to performance plans** to support skill development

Leverage online and classroom courses and third-party training

Create your own courses, bring in existing ones, or choose from a library of 1,300+

Attach custom quizzes to learning materials to verify employee understanding



How We Enable Your Staff to be Successful in Their Role

PE Perform LE Learn

Manage

LE **Keep employees up-to-date** on required training with automated reminders

PE **Assign tasks** to employees and automate notifications to remind them of due dates

Configure performance review processes by department or position

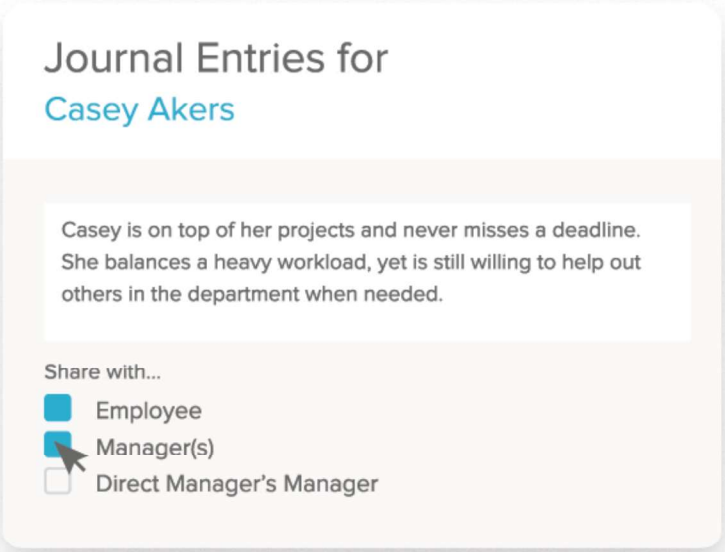
Build evaluation templates and rubrics to score all employees on the same criteria

Set custom rating scales and weighted tasks for performance evaluations

Use the best practice writing assistant to avoid poorly worded feedback

Collect e-signatures and automate routing of changes, approvals, and reviews

Allow employees to complete and view their personal and direct report evaluations



Track

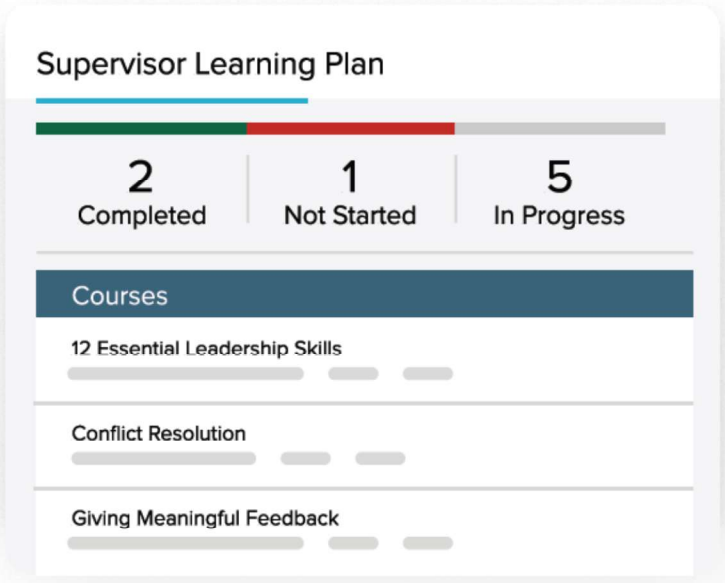
PE **Track performance review status** and completion across managers and departments

See historical information on goals, journal entries, and evaluations

Measure what can improve with goal progress for staff, departments, and the agency

LE **Monitor and report on training,** and drill into specific courses, custom fields, and more

Export reports on attendance, quiz scores, and completion rates to prove compliance



NEOGOV

Manage

Input - Empower - Pay - Measure

HR Core HR | Employee Lifecycle Management

- **Get excited to focus on more strategic work** instead of fulfilling tedious employee requests
- **Feel confident** that all your employee information is up-to-date and accurate
- **Don't waste time** re-entering the same employee data in multiple systems

BE Benefits | Benefit Plan Administration

- **Show your employees you care** with the ability to enroll in benefits with their loved ones at home
- **Free up your mind and your time** by automating the flow of information between Benefits and Payroll
- **Stop worrying** whether plans and offers are accurate for each employee

PR Payroll | Pay & Tax Processing

- **Give employees autonomy** with anytime access to pay stubs when they need it most
- **Stop spending countless hours generating payroll** at the end of the pay period, let Payroll calculate it
- **Gain peace of mind** never having to question if calculations are correct or if you're tax compliant

TA Time & Attendance | Employee Time Tracking

- **Show employees you value their time** by letting them view their PTO and request vacation online
- **Never stress about the nuances** – let the system handle eligibility, entitlement, and FMLA tracking
- **Eliminate the hassle of getting hours to payroll** with time tracking and payroll integration

*"Nobody believes me when I say we found **a solution that actually works**. The agencies near me do 90% of their process manually because of the amount of work keys. NEOGOV **can handle all our needs.**"*

Tracy Knighton, HR Program Manager, Sacramento Housing & Redevelopment Agency, CA

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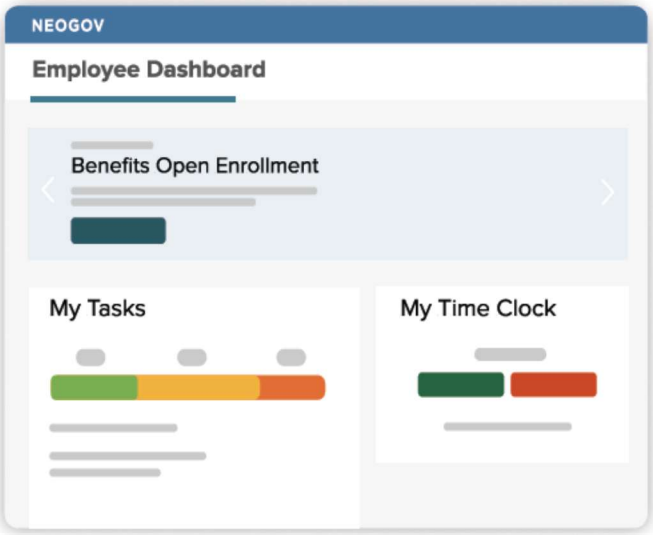
How We Help You Simplify the Management of Employee Data

HR Core HR BE Benefits PR Payroll TA Time & Attendance

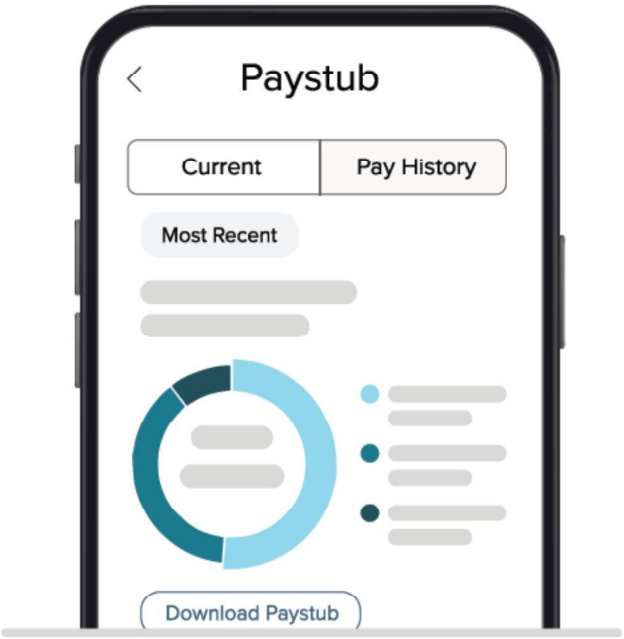
Input

- HR **Enter employee information** in one location
- **Set up approval workflows** for when employees change their information
- PR **Set up pay rates** for employees and view pay history
- BE **Insert benefit plans** available to employees
- TA **Add schedules** and/or automatically collect hours for timesheets



Empower

- HR **Allow employees** to enter and update their own information
- BE **Let employees easily enroll** in benefits from anywhere
- TA **Give employees freedom** to check their bank balances and request time off
- **Enable employees** to clock in and out from a physical time clock or online
- PR **Allow employees to view pay stubs,** update direct deposit info, and download tax forms



How We Help You Simplify the Management of Employee Data

HR Core HR BE Benefits PR Payroll TA Time & Attendance

Pay

TA **Automate the collection of hours** for timesheets from time clock punches

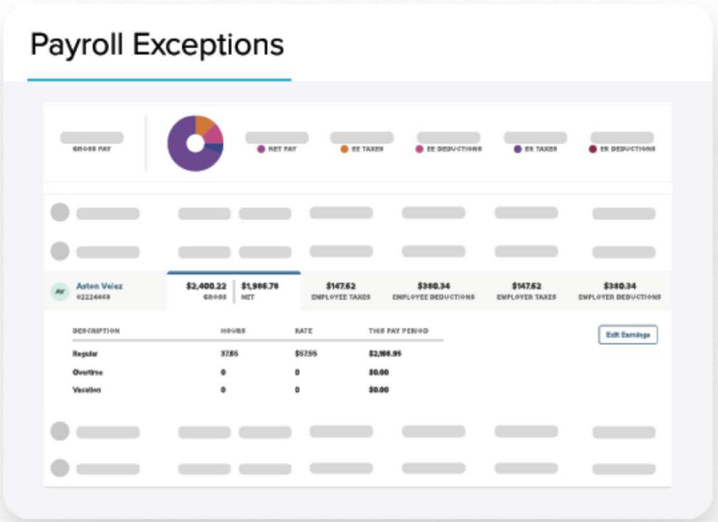
Set up approval workflows for timesheets and time-off requests

Define daily, weekly, or other overtime rules to dynamically calculate overtime in payroll

PR **Automatically calculate blended rates,** even for mid-pay period changes, overtime, and retro pay per employee

Track taxable wages for benefits that require imputed income

Generate digital copies of W2s, 1095s, and/or 1094s



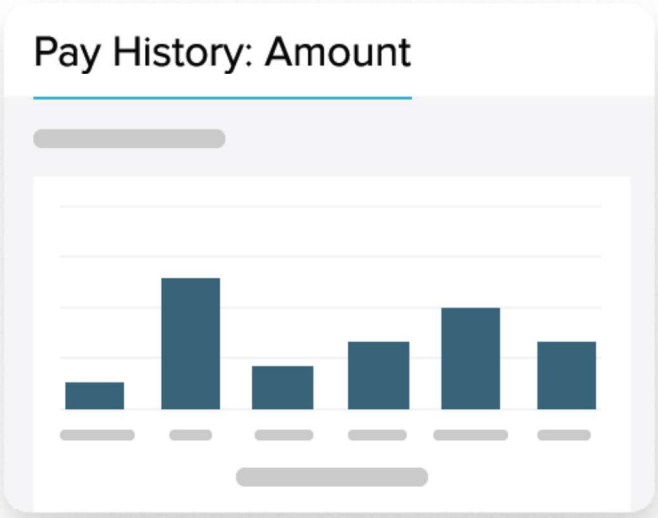
Measure

HR **Generate ad hoc** and cross-functional reports exportable in Excel or .csv file format

PR **Set schedules for payroll reports** to be automatically sent to stakeholders

Run payroll reports for auditing purposes before finalizing payroll

Create charts with ad hoc reporting of cash requirements, for example, and schedule them out



HRIS Implementation Process

Implementation typically takes 90–120 days per product. Depending on the organization, concurrent implementations for multiple products are available.

Kickoff & Discovery

2 - 4 WEEKS

- Assign project lead and assemble project team
- Analysis of client requirements
- Review scope and responsibilities
- Reoccurring dedicated implementation meetings
- Meeting with implementation team to determine any specific client requirements

System Configuration

6 - 8 WEEKS

- Meetings with implementation consultant & customer
- Customer begins learning HRIS through self-paced training modules & practice environment
- Implementation consultant configures the system to meet customer needs
- Complete self-paced training and workbook exercises
- Establish security and admin settings
- Import employee data

Training & Validation

2 - 4 WEEKS

- Customer works with IC to test and validate everything is working properly
- Final production review
- Customer executes internal roll out plan
- Internal workflow and process training for end users based on configuration and setup
- Sign off and go live
- Introduction to Customer Support process

Weekly check-in meetings to provide support and guidance

Post-Implementation

ONGOING

- Transition to Customer Support
- Implementation Consultant available for 30 days for a smooth transition

*"We had a **really great implementation** team that stuck with us and helped us through all payrolls until we could complete one successfully on our own."*

Jaime Holmes, HR Director Town of Mountain Village, CO

NEOGOV

Comply

Manage - Organize - Update - Distribute - Track

eF eForms | Employee Documents & Forms

- **Reduce stress** by having all your documents organized and easy to find
- **Rest easy** knowing your personnel files and forms are securely stored
- **Give employees comfort** that their requests are moving through the approval process

*"Between all the policy updates, furlough letters, and documents that needed to be signed by employees – **eForms has been our most important tool for tracking changes as they are happening."***

Randy Clark, IT Manager, Vernon Hills Park District

PO Policy | Policy Management & Compliance

- **Feel at ease knowing only one version** of every document exists
- **Don't lie awake at night worrying** if your employees signed off on critical policies and procedures
- **Stop dreading regular policy updates** with tools for easy collaboration

***"Our employees are always up-to-date and well-versed in the latest knowledge.** Compared to the old-fashioned paper-and-folder technique, this has simplified and streamlined the process considerably. That is priceless to us."*

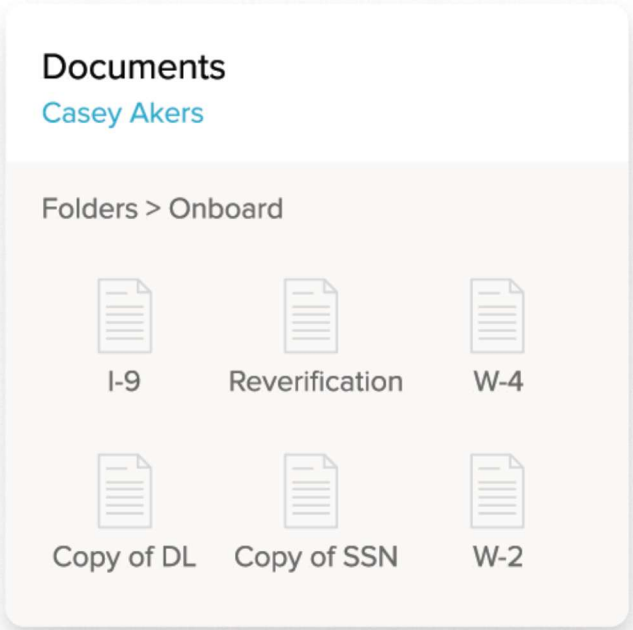
Jairo R., Human Resources Director, G2 Online Review

How We Help You Manage & Maintain Your Documents

eF eForms PO Policy

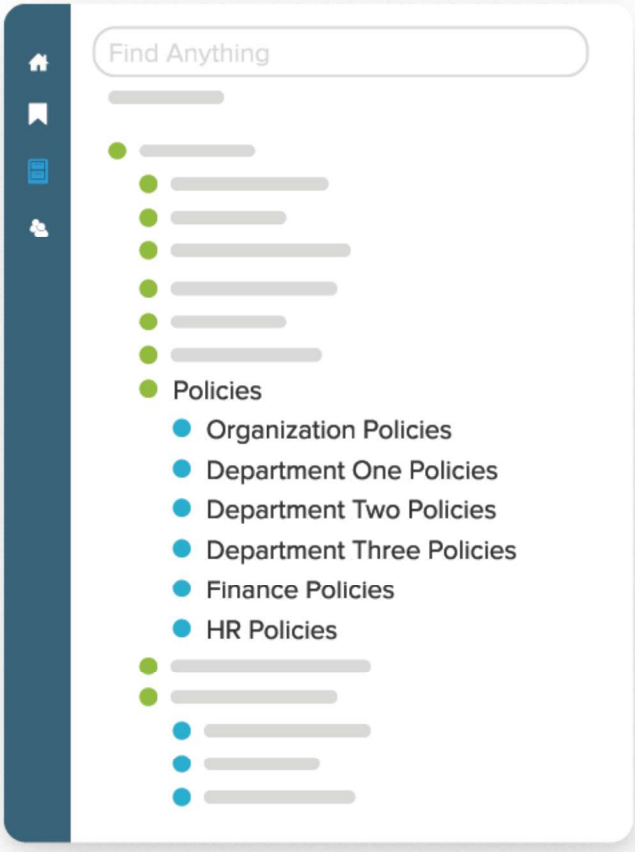
Manage

- eF **Convert any existing PDF** into a digital form or create your own from scratch
- **Set user roles and control permissions** to protect sensitive HR data
- PO **Import documents** with a simple drag-and-drop interface
- **Store and manage** Microsoft Word, Excel, PowerPoint, PDF, JPEG, HTML, Google Docs, and video files
- **Control who can view, audit, and edit** specific folders, documents, or users



Organize

- eF **Store all completed forms** in individual employee personnel files, including new hire paperwork from Onboard
- PO **Organize and tag policies** based on your preferred organizational structure
- **Easily find policies and procedures** with full-text search, folder structures, tagging, and bookmarks



Update

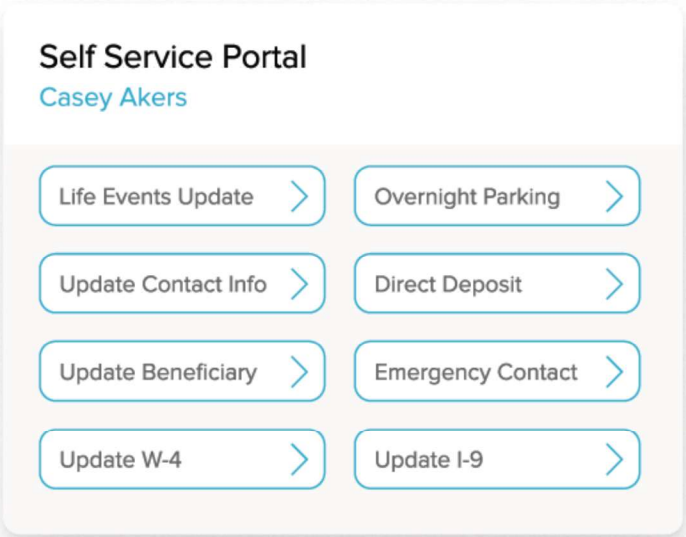
- PO **Edit documents using tools you know** with Microsoft Word, Excel, PowerPoint, OneDrive, and Google Drive integrations
- **Automatically archive old versions** of documents so employees can't view outdated information
- **Schedule recurring reviews** for your policies and get automatic email reminders of your review dates

How We Help You Manage & Maintain Your Documents

eF eForms PO Policy

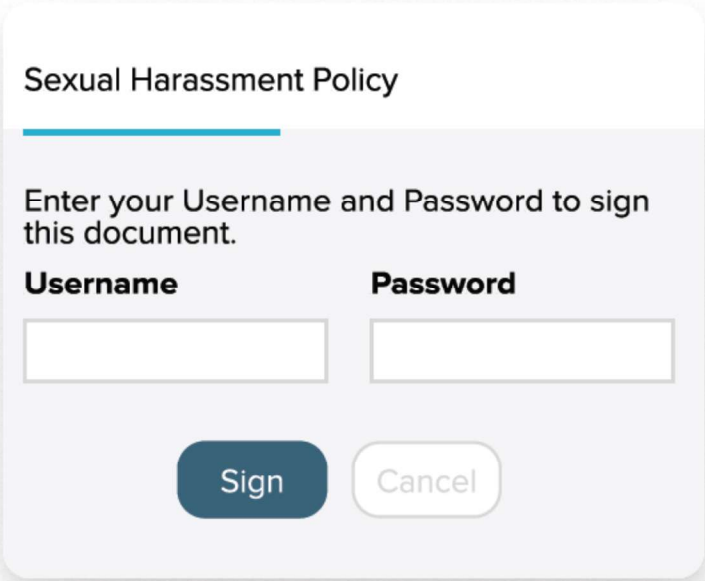
Distribute

- eF **Allow employees to self-initiate** processes and track status to completion
- **Set up custom routing paths** for the review and approval of HR forms
- **Automatically send HR forms** to employees for review
- PO **Route documents** for collaboration, review, or approval
- **Automatically notify employees** when a policy is revised and requires their signature
- **Compare versions** of a document side-by-side with color-coded highlighting
- **Allow employees to search, view, and sign** policies from any device



Track

- eF **Automate the submission, tracking, and approval** of HR forms
- **Collect e-signatures** on HR forms
- PO **Collect e-signatures** on critical policies and procedures
- **See outstanding items** like missing signatures to keep employees accountable
- **View a complete audit trail** of changes throughout a document's lifecycle



Integrations

Our flexible API makes it **easy to integrate the NEOGOV platform with any software** so you can enhance the capabilities of the NEOGOV platform and boost the productivity of your agency. Below are just a few of the most commonly used integrations available to you.

Document Management

Laserfiche® MCCi

Consulting

accenture

ERP

CGI OPENGOV

HRIS

CMITIME management UKG

Employment Screening

accurate. AccuSource Alliance 2020 Vision through Insight assurehire

Checkr ChoiceScreening ESR EMPLOYMENT SCREENING RESOURCES® FIRSTCHECK APPLICANT SCREENING InfoMart.

QUICKSEARCH ScreeningOne® Sterling Universal BACKGROUND SCREENING Verified First

Employment Testing

biddle opportunity. for all eSkill SKILLCHECK. SHL.

Services

OUTSAIL textio

Don't see what you're looking for?

To see all our integrations, visit neogov.com/marketplace.

Product Implementation Process

Implementation typically takes 90–120 days per product. Depending on the organization, concurrent implementations for multiple products are available.

Pre-Implementation

1 WEEK

- Assign Project Lead and assemble Project Team
- Business process and document review
- Guide CX Access
- Complete pre-kick-off call questionnaire
- Schedule kick-off call

System Configuration

8 - 10 WEEKS

- Self-paced online training and setup
- Hold kickoff call
- Review scope and responsibilities
- User configuration training
- Community overview
- Get training resources and project assignments
- Complete self-paced training and workbook exercises
- System configuration
- Establish security and admin settings
- Build forms, workflows, tables, checklists (specifics vary based on product)

Go Live Preparation

2 - 4 WEEKS

- Train internal users
- System validation
- Import employee data (depending on product)
- Internal workflow and process training for end users based on configuration and setup
- Final production review
- Sign off and go live
- Introduction to Customer Support process

Weekly check-in meetings to provide support and guidance

Post-Implementation

ONGOING

- Transition to Customer Support
- Implementation Consultant available for 30 days for a smooth transition

Why NEOGOV?

Built for the Public Sector
Made for the complexities of the public sector – and trusted for over 20 years.

Easy-to-Use
A modern interface and simple software your employees actually want to – and can – use.

One Login
A single login to access all your products in one integrated system, plus a mobile app.

Analytics and Reporting
View preloaded or custom dashboards and reports with data on your entire employee lifecycle.

Global Resource Library
Share job descriptions, forms, and processes from other government agencies.

Great Customer Service
Guidance and support from implementation and beyond, with 4.4/5 stars on Capterra.

"We chose NEOGOV because of the customer service and the ease of use. ***We don't have IT do everything – we do it in HR ourselves.*** *Having a system we can run is very nice."*

Teedara Garn, Cowlitz Public Utility District, WA

Trusted By

King County · Union County, North Carolina · City of West Fargo · County of San Luis Obispo · City of Toledo · Vernon Hills Park District

Ready to make processes easier for HR and your employees?

Book an appointment on our website to see how NEOGOV puts all your HR needs in one place.

Product Information Sheet
PowerDMS

PowerDMS by NEOGOV

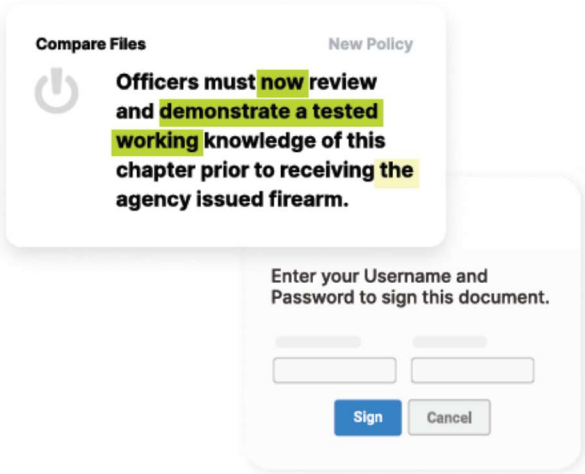
A Public Safety Workforce Management Platform

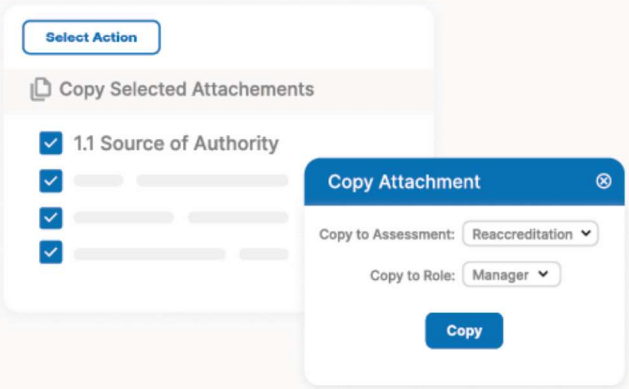
Easy-to-use products that resolve your agency's most pressing needs.

Policy

Policy and procedure management

- **Access mission-critical documents** from any device
- **Hold staff accountable** to policies with digital signatures and time & date stamps
- **Know how a document has changed,** when, and by whom with the click of a button





Standards

Accreditation management

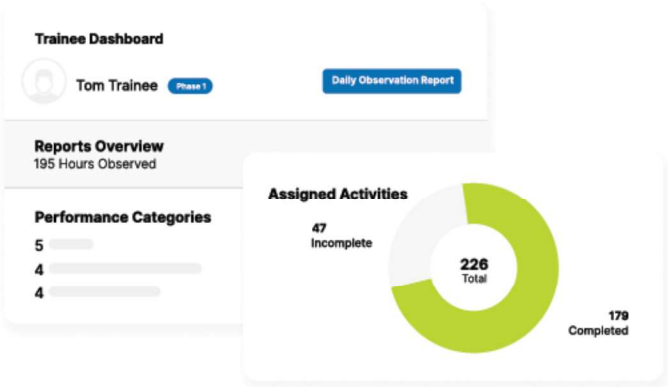
- **Be onsite ready** in half the time when compared to paper
- **Get alerted** if a policy or standard changes
- **Stay on track** with task management, bulk actions, and more

Ready

Formerly PowerFTO

On-the-job training management

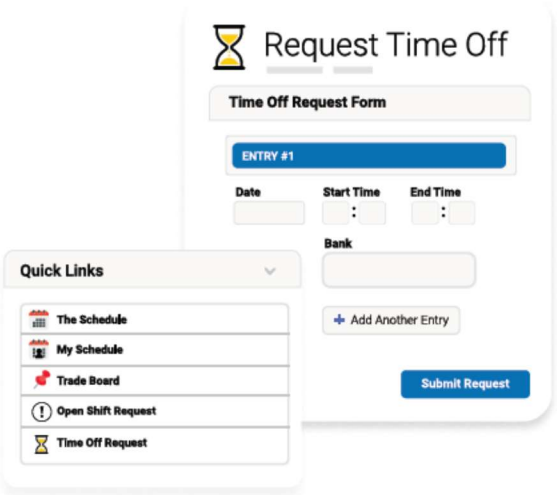
- **Streamline training** with direct integration to PowerPolicy
- **Increase visibility** into your new role training with real-time dashboards
- **Enhance your programs** with robust data and reports on every area of training

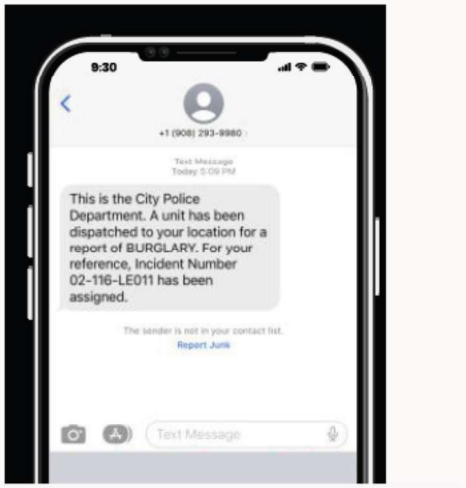


Time

Public safety scheduling

- **Keep responders informed** with automated reminders of schedule changes
- **Reduce scheduling errors** by seeing minimum staffing violations in advance
- **Stop wasting time** on manual scheduling tasks and tracking forms





Engage

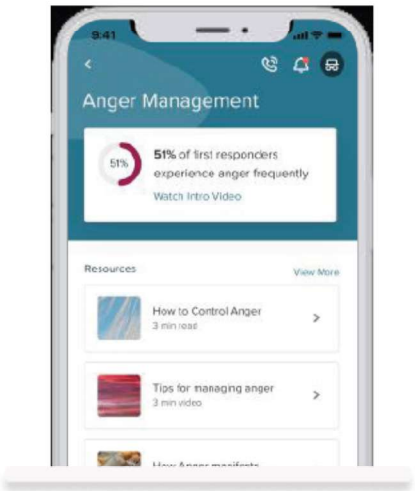
Citizen engagement and feedback

- **Keep citizens informed** with automated text updates
- **Boost staff morale** with positive feedback
- **Measure citizen satisfaction** with objective data

Line

Comprehensive wellness app

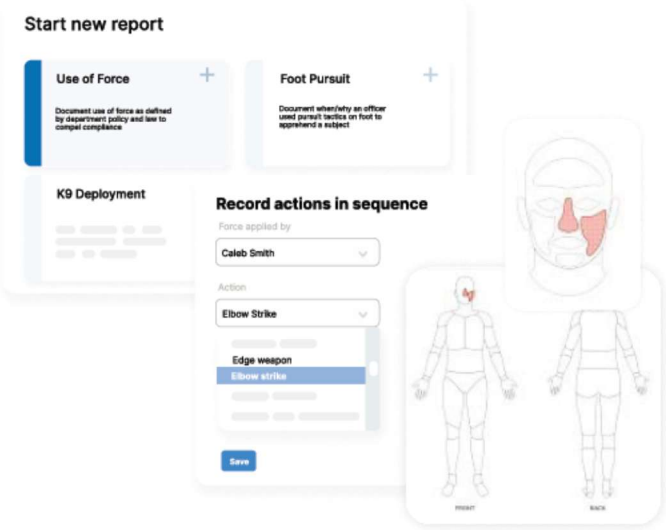
- **Improve responder wellbeing** with anonymous support
- **Enhance your wellness program** with resources available anytime, anywhere
- **Empower your department** with anonymized data on the agency's top wellness needs

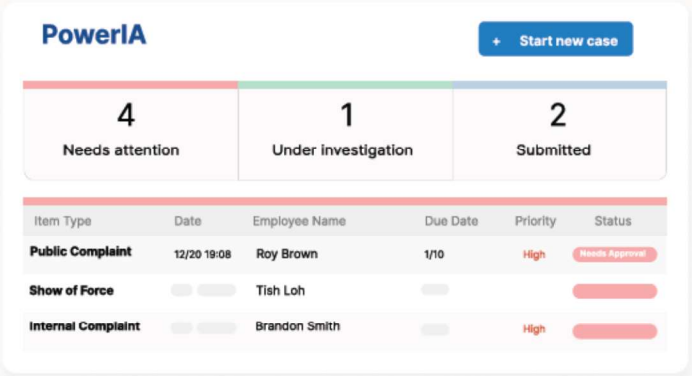


Action

Streamlined action reporting

- **Streamline the review cycle** with limitless workflows to fit any process
- **Simplify reporting** with user-friendly forms officers can start, save, and edit anywhere
- **Quickly review and manage report progress** from the admin dashboard





IA

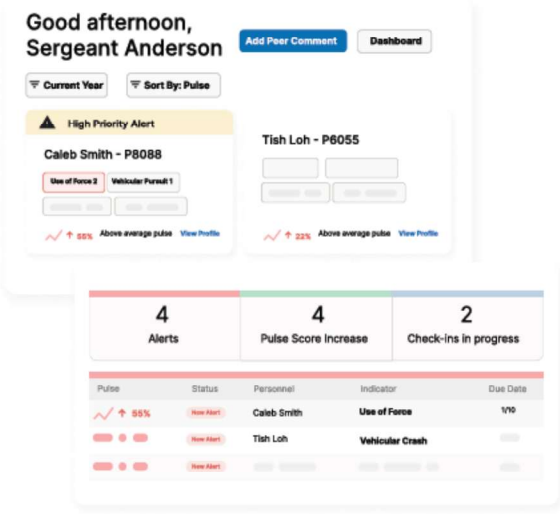
Secure IA case management

- **Simplify case management** with software that configures to the way you work
- **Ensure total case security** by easily managing permissions in the system
- **Guarantee accountability** with detailed audit trails for every login, access, and edit attempt

Vitals

Wellness-forward early intervention

- **Recognize officer stress early** with system-calculated Pulse Scores that quantify wellness
- **Equip frontline supervisors** with indicator tracking, timely alerts, and assist plans for officers
- **Track robust indicators** across agency-defined groups in the user-friendly dashboard



Product Information Sheet
NEOED

NEOED

Transform Your Education HR with

One Easy-To-Use Platform

Make work easier by streamlining everyday HR processes in one integrated system. Built based on education best practice, NEOED's easy-to-use, configurable platform is designed to enhance your operations and improve efficiency. With modern solutions to the most pressing issues you face each day, you can put more focus on the work that matters.

What We Help You With

Recruitment

Get qualified education applicants for hard-to-fill jobs.

Hiring

Reduce time-to-hire and onboard new employees in less time.

Performance

Give ongoing feedback in one place for easy, fair evaluations.

Employee Development

Boost retention and empower employee career growth.

Documents & Workflows

Eliminate paper and automate contract signatures and delivery.

Policies & Compliance

Keep staff up-to-date on critical content like policies and procedures.

"Before NEOED, we were using spreadsheets and manual processes to handle most of our HR processes. ***Now, we have everything in one system.*** *It's made us a far more effective HR department."*

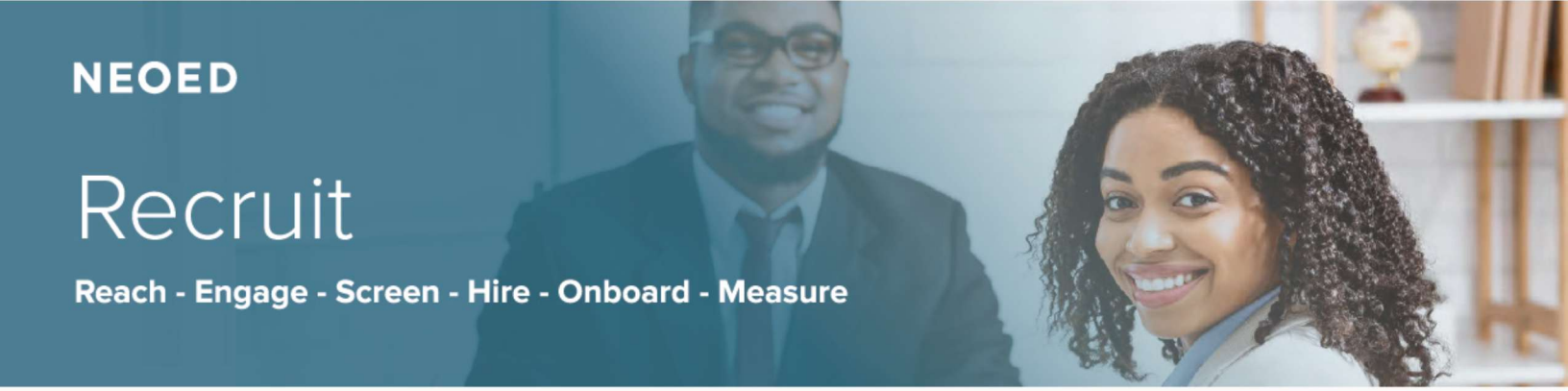
Vicki Hedges, HR Director, Clackamas Community College

833.903.2915 | contact@neoed.com | neoed.com | @NEOEDHR

NEOED

Recruit

Reach - Engage - Screen - Hire - Onboard - Measure



AT **Attract** | Candidate Relationship Management

- **Experience the joy of getting 15% more applicants** without adding to your workload
- **Stop wasting time sending emails one by one** – instead reach hundreds of candidates at once

SJ **SchoolJobs.com** | Education Job Board

- **Stop wasting time reaching candidates who aren't interested** in education work
- **Feel confident in finding qualified hires** with access to hundreds of thousands of education candidates

IN **Insight** | Recruiting & Applicant Tracking

- **Be proud of how easy it is for candidates to apply for your jobs** with a user-friendly process
- **Make screening applicants a breeze** with automation – and fill new positions without breaking a sweat

Vetted | Background Investigation Software

- **Manage public safety hiring in one system** with an integrated background investigation software
- **Gain a competitive edge and hire public safety roles faster** by completing investigations in less time

ON **Onboard** | Employee Onboarding

- **Have peace of mind knowing you're always compliant** with education new hire requirements
- **Give new hires a great first impression** by making it easy for them to complete new hire paperwork

*"NEOED is a great higher education tool that **I use daily to hire the best possible faculty and staff for my institution.**"*

Education Management Customer, G2 Online Review

833.903.2915 | contact@neoed.com | neoed.com | @NEOEDHR

How We Help You at Each Step of the Recruitment Process

AT Attract | IN Insight | SJ SchoolJobs.com | ON Onboard | Vetted

Reach Candidates

IN **Create standard and custom** job applications with supplemental questions

Post job openings and qualifications online that are mobile-friendly

SJ **Put your job openings in front** of hundreds of thousands of education job seekers

Engage Candidates

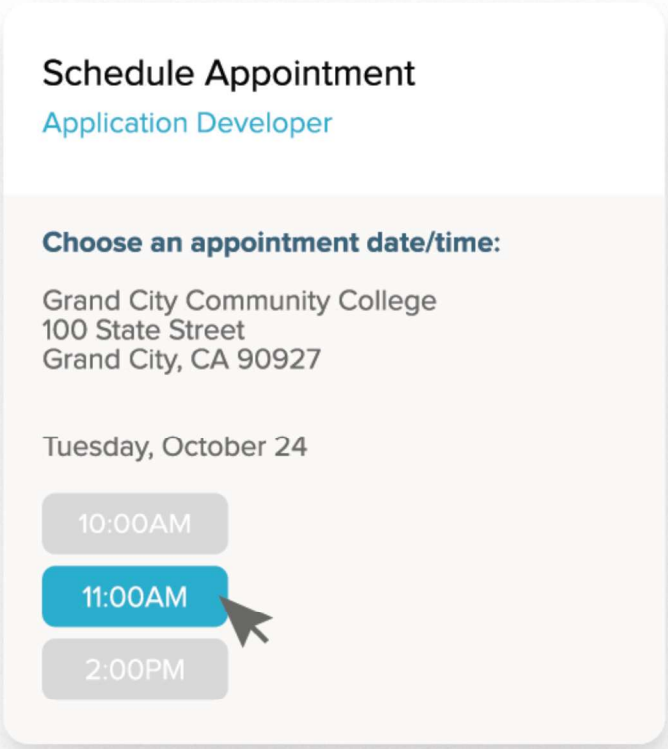
AT **Automatically notify** good-fit candidates of new job postings

Contact past applicants to apply for new roles

Tell your story with custom landing pages for each department or recruitment event

Collect candidate information at recruitment events and easily follow up afterwards

Get the attention of candidates in your area with automated email campaigns



Screen Applicants

IN **Assign points** to qualifications and supplemental questions

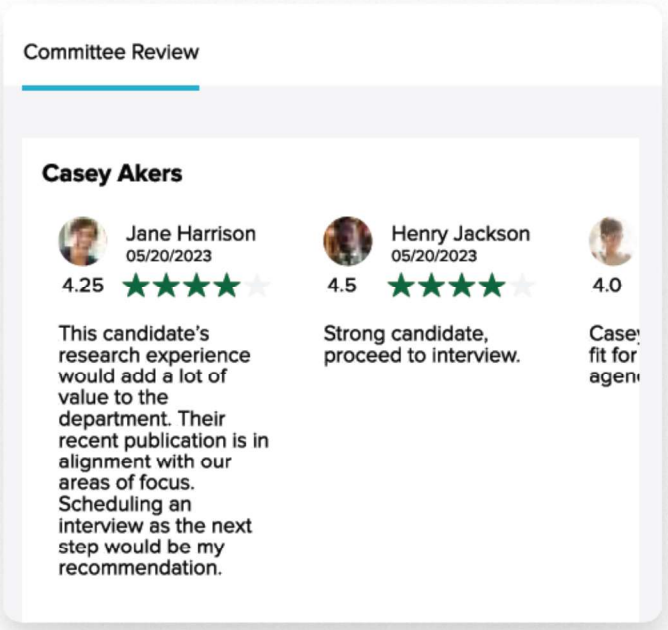
Set rating criteria with numeric scale score calculations to easily score applications

Enable applicants to self-schedule interviews and assessments

Assign your hiring committee to review applicants and add notes at each stage

Email and text applicants with application status updates

Securely manage the background investigation process for public safety hires



How We Help You at Each Step of the Recruitment Process

AT Attract | IN Insight | GJ SchoolJobs.com | ON Onboard | Vetted

Hire Employees

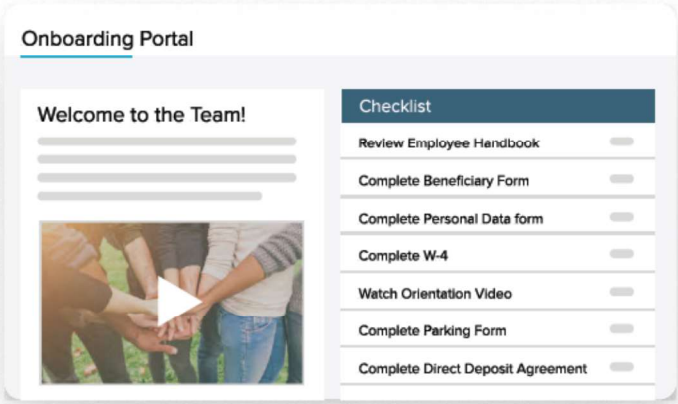
IN

- **Manage background checks**
- **Send digital offer letters** to candidates selected for hire
- **Collect compliant e-signatures** on digital offer letters

Onboard Employees

ON

- **Set up custom onboarding portals** to make new employees feel welcome and showcase your culture
- **Send new hire paperwork** to be completed before they start
- **Auto-populate employee info** on new hire forms from their application in Insight
- **Assign and track** new employee tasks and due dates
- **Pull job descriptions from Insight** so new hires know exactly what's expected of them
- **View individual employee goals** from Perform



Measure Activities

AT

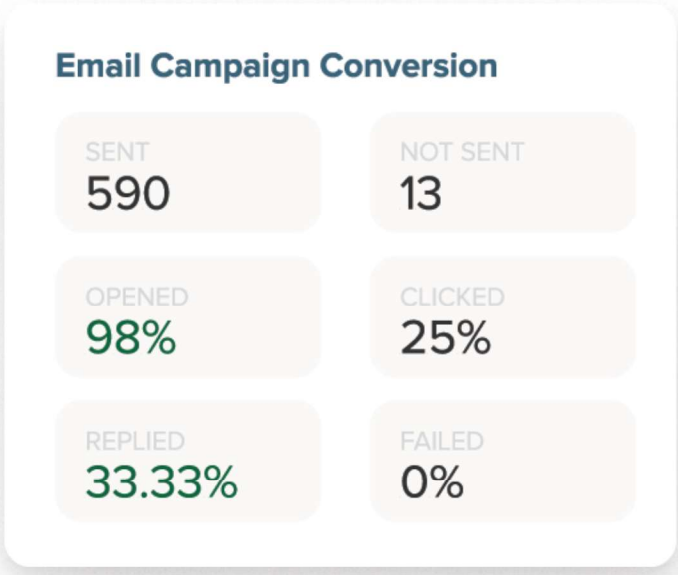
- **Track recruitment email campaign metrics** like opens, clicks, applications, and qualified candidates
- **Measure which recruitment efforts** result in the most hires

IN

- **Track time-to-hire** and compare job posting views to applications received
- **View and export reports** on EEO data and see progress on D&I initiatives

ON

- **Track progress of onboarding activities** by employee and across the organization



NEOED

Develop

Coach - Grow - Manage - Track

PE Perform | Performance Management

- **Feel confident that your process is fair** with ongoing employee feedback vs. just once a year
- **Cultivate a culture of engagement and growth** rather than just checking a box
- **Stop struggling with tools that don't fit** your school's unique evaluation processes

> ***"[NEOED] is easy for sharing performance reviews.*** *The system allows for creating goals, outcomes, and for multiple managers/supervisors to access the system and make comments."*
>
> **Higher Education Adjunct Professor,** Gartner Online Review

LE Learn | Learning & Training Management

- **Eliminate the hassle of managing your employee training** in multiple systems and places
- **Sleep easy knowing employees are up-to-date** on required compliance training
- **Be confident employees have a clear path to grow** and stay committed to your institution

> *"The features and functionality of the LMS software have allowed our organization to* ***drastically improve our compliance, engagement, and overall employee experience around training."***
>
> **Makayle L.**, Capterra Online Review

How We Enable Your Staff to be Successful in Their Role

PE Perform LE Learn

Coach Employees

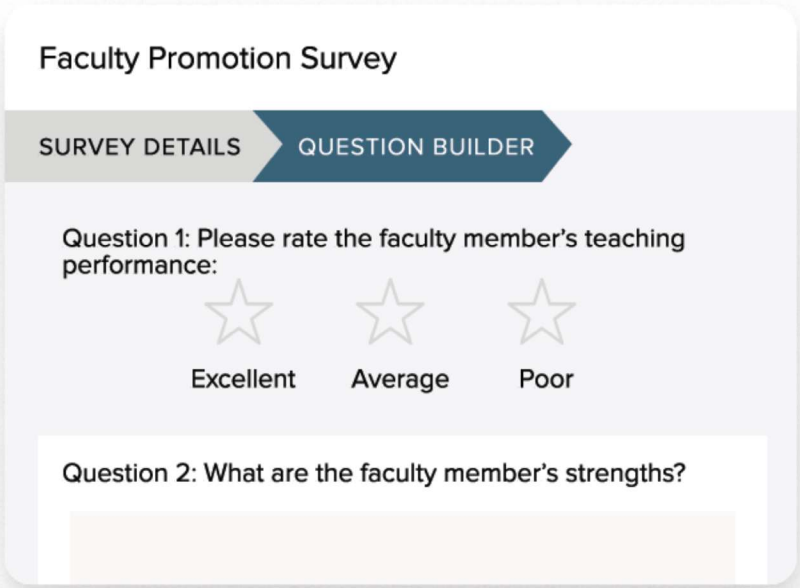
PE **Schedule periodic check-ins** to provide timely feedback and track goal progress

Give employees frequent feedback on their performance throughout the year

Collect feedback from employees, managers, and others for a 360-view of performance

Create Performance Improvement Plans (PIPs) for employees based on their role

LE **Group training courses** together to create clear learning plans for employees



Grow Employees

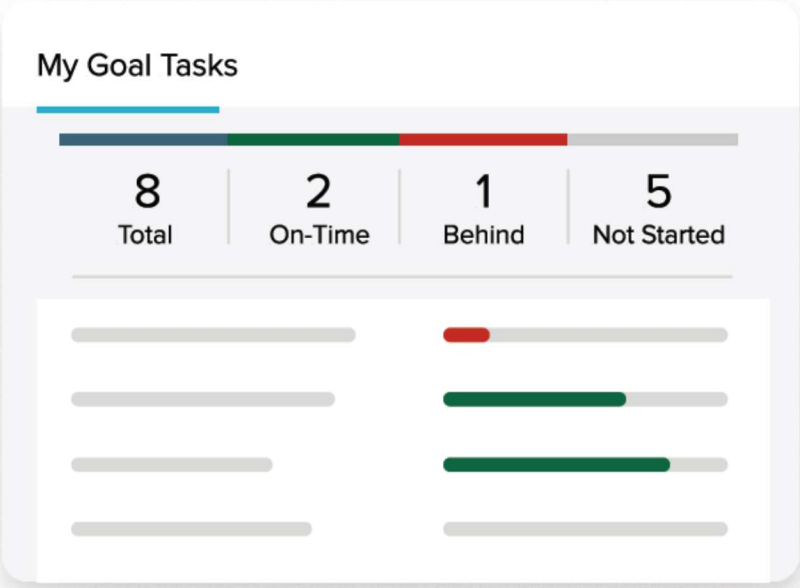
PE **Set goals** for individual employees, including milestones and deadlines

LE **Connect training to performance plans** to support skill development

Leverage online and classroom courses and third-party training

Create your own courses, bring in existing ones, or choose from a library of 1,300+

Attach custom quizzes to learning materials to verify employee understanding



How We Enable Your Staff to be Successful in Their Role

PE Perform LE Learn

Manage Processes

LE **Keep employees up-to-date** on required training with automated reminders

PE **Assign tasks** to employees and automate notifications to remind them of due dates

Configure performance review processes by department or position

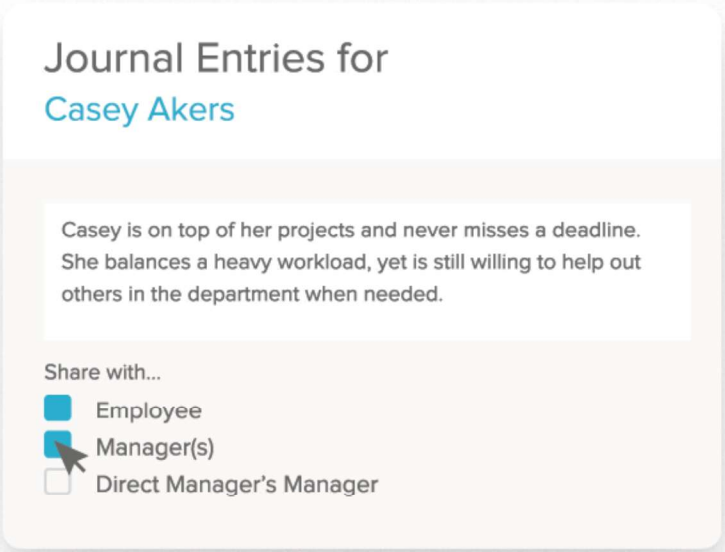
Build evaluation templates and rubrics to score all employees on the same criteria

Set custom rating scales and weighted tasks for performance evaluations

Use the best practice writing assistant to avoid poorly worded feedback

Collect e-signatures and automate routing of changes, approvals, and reviews

Allow employees to complete and view their personal and direct report evaluations



Track Information

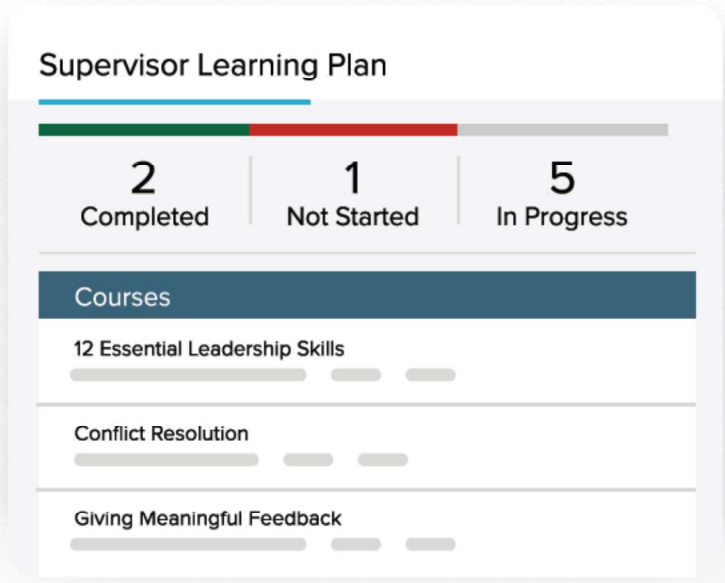
PE **Track performance review status** and completion across managers and departments

See historical information on goals, journal entries, and evaluations

Measure what can improve with goal progress for staff, departments, and the institution

LE **Monitor and report on training** and drill into specific courses, custom fields, and more

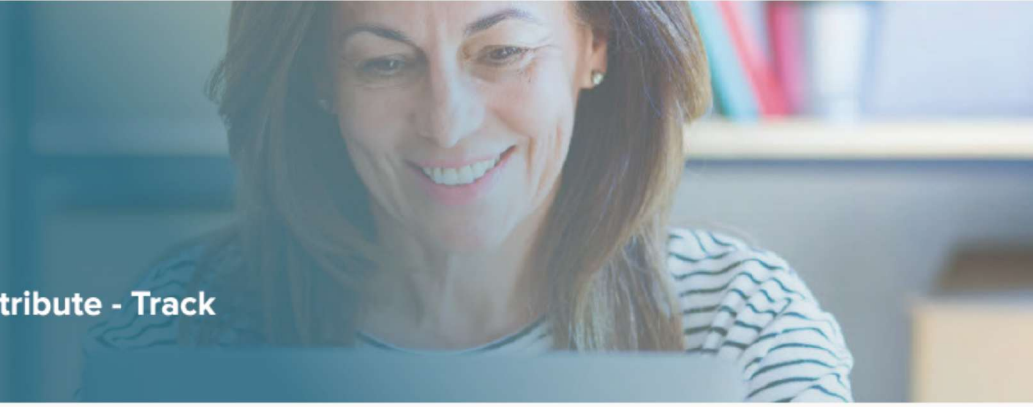
Export reports on attendance, quiz scores, and completion rates to prove compliance



NEOED

Comply

Manage - Organize - Update - Distribute - Track



eF eForms | Employee Documents & Forms

- **Reduce stress** by having all your documents organized and easy to find
- **Rest easy** knowing your personnel files and forms are securely stored
- **Give employees comfort** that their requests are moving through the approval process

*"From filling out the form, to redaction, to routing, as well as varied workflows depending on the type of employee – **eForms enabled us to do everything online."***

Travis Rosenberg, Executive Director of HR, Utah Tech University

PO Policy | Policy Management & Compliance

- **Feel at ease knowing only one version** of every document exists
- **Don't lie awake at night worrying** if your employees signed off on critical policies and procedures
- **Stop dreading regular policy updates** with tools for easy collaboration

*"[Policy] helps our **employees feel confident in what they're doing day-to-day**, and it helps management feel confident that everything is being done consistently."*

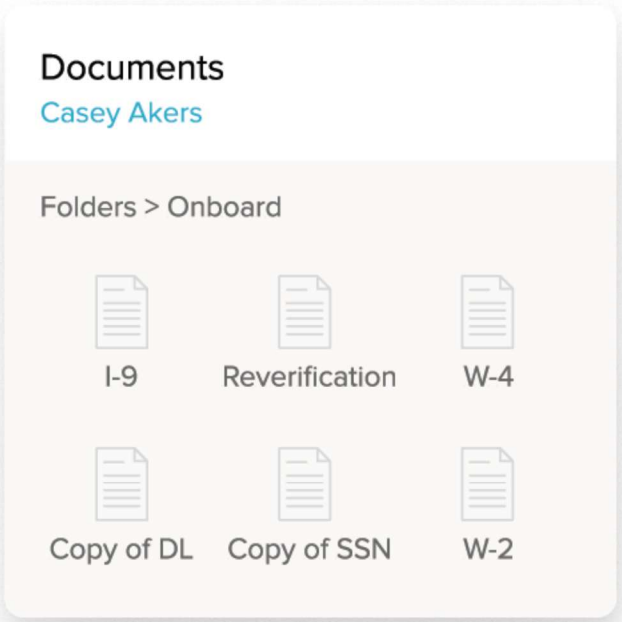
Jessica Erickson, Campus Safety, Milton Hershey School

How We Help You Manage & Maintain Your Documents

eF eForms PO Policy

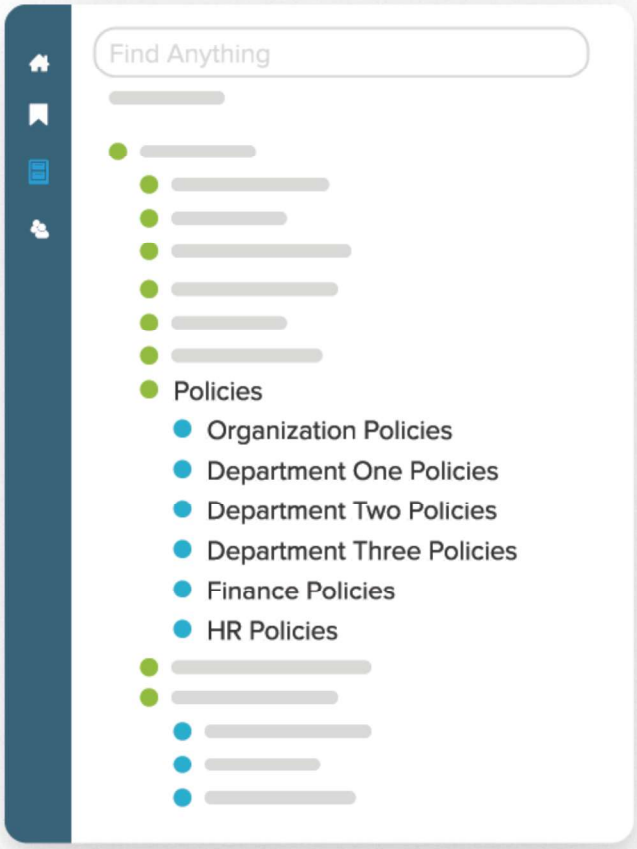
Manage Documents

- eF **Convert any existing PDF** into a digital form or create your own from scratch
- **Set user roles and control permissions** to protect sensitive HR data
- PO **Import documents** with a simple drag-and-drop interface
- **Store and manage** Microsoft Word, Excel, PowerPoint, PDF, JPEG, HTML, Google Docs, and video files
- **Control who can view, audit, and edit** specific folders, documents, or users



Organize Documents

- eF **Store all completed forms** in individual employee personnel files, including new hire paperwork from Onboard
- PO **Organize and tag policies** based on your preferred organizational structure
- **Easily find policies and procedures** with full-text search, folder structures, tagging, and bookmarks



Update Documents

- eF **Automate forms and approval processes** for faculty contract renewals
- PO **Edit documents using tools you know** with Microsoft Word, Excel, PowerPoint, OneDrive, and Google Drive integrations
- **Automatically archive old versions** of documents so employees can't view outdated information
- **Schedule recurring reviews** for policies and get automatic email reminders of review dates

How We Help You Manage & Maintain Your Documents

eF eForms PO Policy

Distribute Documents

eF **Allow employees to self-initiate** processes and track status to completion

Set up custom routing paths for the review and approval of HR forms

Automatically send HR forms to employees for review

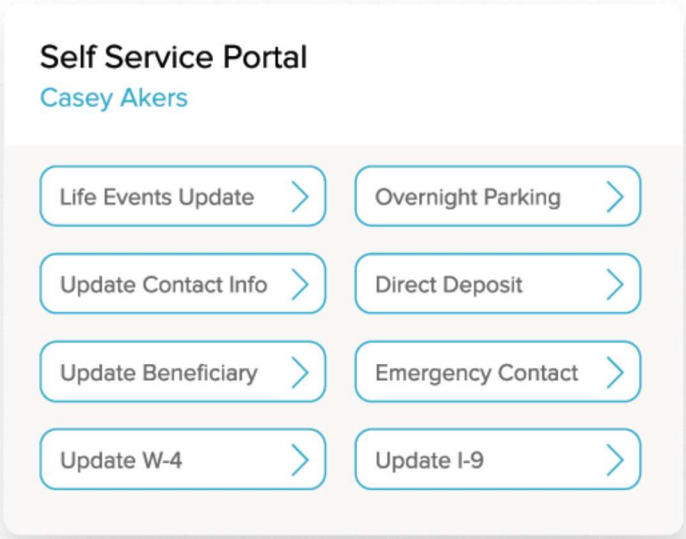
Issue faculty contracts ad-hoc or in bulk

PO **Route documents** for collaboration, review, or approval

Automatically notify employees when a policy is revised and requires their signature

Compare versions of a document side-by-side with color-coded highlighting

Allow employees to search, view, and sign policies from any device



Track Activities

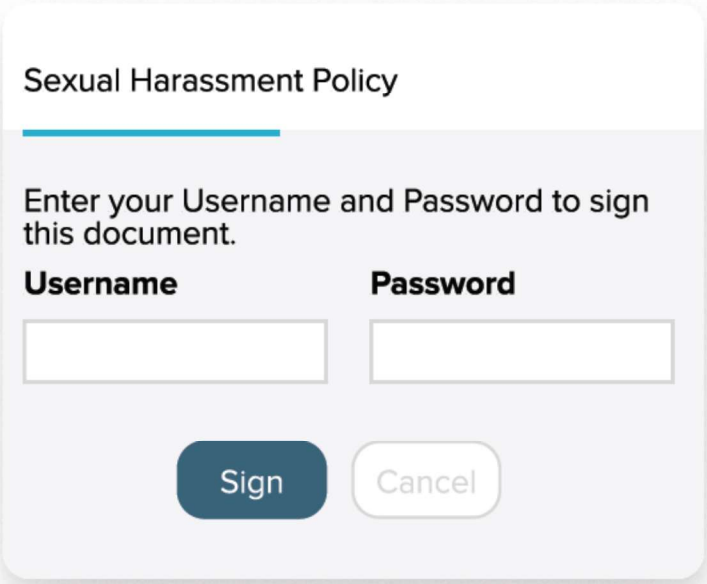
eF **Automate the submission, tracking, and approval** of HR forms

Collect e-signatures on HR forms

PO **Collect e-signatures** on critical policies and procedures

See outstanding items like missing signatures to keep employees accountable

View a complete audit trail of changes throughout a document's lifecycle



Integrations

Our flexible API makes it **easy to integrate the NEOED platform with any software** so you can enhance the capabilities of the NEOED platform and boost the productivity of your institution. Below are just a few of the most commonly used integrations available to you.

Document Management

Laserfiche®

MCCi

Consulting

accenture

Deloitte.

ERP

CGI

ellucian.

OPENGOV

HRIS

CMiTiME management

KRONOS®

Employment Screening

accurate.

AccuSource

Alliance 2020 Vision through Insight

assurehire

Checkr

ChoiceScreening

ESR Employment Screening Resources®

FIRSTCHECK Applicant Screening

InfoMart.

OPEN

QuickSearch

ScreeningOne®

Sterling

Universal Background Screening

Verified First

Employment Testing

biddle opportunity for all

eSkill

SKILLCHECK

TestGenius

Services

CyberSource® A Visa Solution

OUTSAIL

shi

SPARK HIRE

textio

Don't see what you're looking for?

To see all our integrations, visit neogov.com/marketplace.

Product Implementation Process

Implementation typically takes 90–120 days per product. Depending on the organization, concurrent implementations for multiple products are available.

Pre-Implementation

1 WEEK

- Assign Project Lead and assemble Project Team
- Business process and document review
- Guide CX Access
- Complete pre-kick-off call questionnaire
- Schedule kick-off call

System Configuration

8 - 10 WEEKS

- Self-paced online training and setup
- Hold kickoff call
- Review scope and responsibilities
- User configuration training
- Community overview
- Get training resources and project assignments
- Complete self-paced training and workbook exercises
- System configuration
- Establish security and admin settings
- Build forms, workflows, tables, checklists (specifics vary based on product)

Go Live Preparation

2 - 4 WEEKS

- Train internal users
- System validation
- Import employee data (depending on product)
- Internal workflow and process training for end users based on configuration and setup
- Final production review
- Sign off and go live
- Introduction to Customer Support process

Weekly check-in meetings to provide support and guidance

Post-Implementation

ONGOING

- Transition to Customer Support
- Implementation Consultant available for 30 days for a smooth transition

Why NEOED?

Built for Education
Made for the complexities of the education sector – and trusted for over 20 years.

Easy-to-Use
A modern interface and simple software your employees actually want to – and can – use.

One Login
A single login to access all your products in one integrated system, plus a mobile app.

Analytics and Reporting
View preloaded or custom dashboards and reports with data on your entire employee lifecycle.

Global Resource Library
Share job descriptions, forms, and processes from other education institutions.

Great Customer Service
Guidance and support from implementation and beyond, with 4.3/5 stars on Capterra.

"Being able to integrate other divisions (IT, payroll, facilities, executives, etc.) who also need access to some of our processes has been critical. ***[NEOED] has made it possible for our HR team to be successful."***

Samatha G., Higher Education HR Professional, Capterra Online Review

Trusted By

DSU Dixie State University

San Diego Unified School District

Clackamas Community College

Madera Unified School District

Black Hawk College

Ready to make processes easier for HR and your employees?

Book an appointment on our website to see how NEOED puts all your HR needs in one place.

833.903.2915 | contact@neoed.com | neoed.com | @NEOEDHR

1. Customer Support
2. Professional Services
3. Let's Get Technical

NEOGOV

CUSTOMER SUPPORT & RESOURCES

CUSTOMER SUPPORT CONTACT INFORMATION:

Phone Number:
877-204-4442

Hours:
M - F, 6 AM - 6 PM Pacific Time

NEOGOV CUSTOMER SUPPORT INCLUDES:

- Unlimited Help Desk support
- Unlimited online case support
- Free attendance to quarterly 'NEOGOV Community Live' conference calls
- Free unlimited access to online user discussion forums
- Access to the online NEOGOV Community site for user documentation, training guides, announcements, and networking with other NEOGOV customers

NEOGOV COMMUNITY:

In order to access the Community, make sure you're logged into your NEOGOV product. Once you're logged in, hover over your name in the top right corner and click on either 'Help' or 'Help & Training' to enter the Community.

Through the Community, you have access to:

- Training tools and product reference materials
- A community forum to discuss best practices with your peers
- The Idea Lab to suggest or vote for potential product enhancements
- Release Notes on product enhancements
- Free online training through NEOGOV University
- Information about NEOGOV Connect, our annual user conference
- Quarterly community calls with NEOGOV product managers and other customers

Whether you need to get familiar with NEOGOV's products, polish your skills, or train a whole team, NEOGOV offers a range of options to ensure success. Learn to fully utilize our tools for truly **Intelligent HR**.

TRAINING OPTIONS

FREE

Training Materials and User Guides

One-on-One Spot Assistance with Customer Success

NEOGOV University

Step Up Series Events

PAID

Custom Online Training

Online Insight Consulting

NEOGOV CONNECT Conference

NEOGOV Pre-Conference Training

Our Professional Services offer customers the opportunity to seek support with a senior Customer Success Specialist or Trainer for a more tailored approach. These services, such as customized training, ensure you understand how to use our products and how to align your processes with the full spectrum of available functionality. Our Professional Services allow customers to maintain a high degree of understanding of NEOGOV products at all times.

FREE TRAINING OPTIONS

NEOGOV provides several free training options to assist our customers in becoming product experts. You can find all options in our Community Training page linked here. Please note that you must be logged into your NEOGOV account to access the Community.

Training Materials and User Guides

- Available 24/7 in the NEOGOV Community: community.neogov.com/training
- Gain product knowledge with our e-learning materials, training videos, user guides and webinar sessions
- All user guides are available for download

One-on-One Spot Assistance with Customer Success

- 30-minute appointments available for booking with a Product Specialist
- Get individual assistance about one specific feature or function

NEOGOV University

- Remote learning platform for new and long-time customers to deepen product knowledge
- The self-paced courses are designed to supplement implementation training to get the most out of your product after it is live
- Please note that not all belts are available for all products

Step Up Series

- A series of instructor-led, virtual product training sessions hosted each week
- Each event will cover anything from best practices, new features, functionality, and more!

PAID TRAINING OPTIONS

To further your team's product knowledge, we offer paid customized training. For more information on paid training, please reach out to proserv@neogov.net.

Custom Online Training

- Webinar-style training designed specifically for your organization
- Content and duration are determined based on a consultation
- Training can be one-on-one or one-on-many

Cost: $650 for two hours. $325 for each additional hour.

Online Insight Consulting

- Customer completes a Business Process Review and Checklist to identify new features that interest them
- Based on an assessment, a consultant recommends best practices/opportunities for improvement
- The consultant identifies enhancements or add-on products that will assist the organization based on the process recommendations

Combining with online training is recommended.

Cost: $2,600

NEOGOV CONNECT User Conference

- 2-day conference with multiple different in-depth session tracks to enhance your product understanding
- Hear from inspirational keynote speakers and industry experts
- Opportunities to network and share knowledge with over 500 public sector agencies

Cost: Visit neogov.com/connect for pricing and more information.

Pre-Conference Training

- Instructor-led, demonstration-style training offered before the NEOGOV CONNECT conference, where you will be provided with supported documentation
- Various levels of training for the different modules within the NEOGOV suite will be offered

Cost: Visit neogov.com/connect for pricing and more information.

NEOGOV

Let's Get Technical!

SUPPORT SERVICE LEVELS

We take all of your support requests very seriously. In order to ensure all your phone and online bug reports are appropriately addressed, we confirm all requests through case receipts. These case receipts are promptly shared with you. A NEOGOV employee will discuss and review the ticket with you to assess priority. After internal investigation, we'll update you with a resolution timeline.

HOSTING & SECURITY

NEOGOV places a priority on data security and implements industry-leading protection and resilience measures including, but not limited to:

INFRASTRUCTURE	SECURITY
Tier 3 fully redundant Data Centers located in different geographic zones	Best in class Endpoint Protection Platform (EPP)
No single point of failure	IDS/IPS
Multiple biometrics required for physical access	Automated and manual penetration testing
SOC1 type 2 certified Data Centers	Bug bounty program
Portable IP block accessible across multiple locations	Automatic DoS and DDoS preventative measures
Resilient routing using BGP across multiple ISPs	Application aware firewall filtering and AV scans
Latest Cisco UCS and EMC hardware	Only TLS1.2 ciphers allowed
COMPLIANCE	Inbound packet inspection
SOC2 type 2 certified	Multi-vendor firewalls
NIST 800.53 aligned	Data encryption in transit
PCI-DSS self-certified	Data encryption at rest using AES256

C. References and Experience (20 points)

1. *Provide a brief history of the supplier, including year it was established and corporate office location.*

NEOGOV is a privately held California C-Corporation and headquartered in El Segundo, CA. There is a second office in Draper, UT. Our mission is simple:

— We Serve the People —

WHO SERVE THE PEOPLE

We do this by providing industry-leading workforce management solutions that support public sector agencies. For over two decades, we have been committed to equipping these organizations with the tools they need to enhance efficiency, maintain compliance, and make data-driven decisions. Through a strategic approach to innovation and acquisition, NEOGOV has developed a comprehensive ecosystem that streamlines several public safety workforce management functions including incident command, operational management, workforce oversight, and case management. With nearly 1,000 employees and over 13,000 public sector customers, NEOGOV is the leader in government workforce management software.

A Legacy of Innovation and Strategic Growth

NEOGOV was founded in 1999 as Governmentjobs.com with a vision to transform public sector human resources and workforce management. As government agencies faced increasing challenges in recruitment, training, and operational efficiency, we recognized the need for a unified, technology-driven approach to support their evolving needs. To expand our capabilities, NEOGOV embarked on a strategic acquisition path, integrating specialized solutions that addressed key aspects of public sector operations.

In 2017, NEOGOV acquired FirstNet Learning Systems, a company specializing in training and compliance tracking. This acquisition allowed agencies to monitor professional development and ensure that personnel maintained essential certifications. In 2018, NEOGOV further strengthened its offerings by acquiring High Line Corporation, a leader in payroll and human resources information systems (HRIS). This expansion provided agencies with a seamless workforce management platform, allowing them to handle payroll, benefits, and scheduling more efficiently.

In 2020, NEOGOV took another significant step forward by acquiring PowerDMS a company founded in 2001 with a platform dedicated to policy management, accreditation, and compliance for public safety agencies. Since PowerDMS was acquired, NEOGOV has strengthened its commitment to the needs of public safety agencies by buying and building more than 10 additional products designed to assist with their unique workforce management challenges.

After more than 25 years in business, NEOGOV now offers more than 20 core products, and operates under the brands NEOGOV, NEOED, PowerDMS by NEOGOV, and Governmentjobs.com. The company's legal name is Governmentjobs.com, d/b/a NEOGOV. You will find all of the brands mentioned at times throughout this proposal and used throughout our publicly visible marketing and communications.

They are often also used interchangeably by our 13,000 customers. For the avoidance of doubt, NEOGOV is a single company wholly owned by LOBOS Parent, Inc. which is a holding company that exists solely for the purpose of organizing the financial interests of Warburg Pincus and the Carlyle

Group, two of the largest and most prestigious private equity firms in the world with more than $400 billion in assets under management. LOBOS also includes the ownership of the other minority shareholders. NEOGOV is the only asset of LOBOS Parent, Inc. For compliance with generally acceptable accounting principles, LOBOS Parent, Inc. is how NEOGOV is referred to in the audit letter from KPMG provided in this RFP response.

2. Describe supplier's reputation in the marketplace.

Over the past five years, NEOGOV has garnered numerous industry awards that highlight our leadership and innovation in public sector technology. We've consistently earned a spot on the prestigious GovTech 100 list for nine consecutive years, and our accolades include the Brandon Hall Group Gold Award for Best Customer Training Program in 2023, recognition as one of the fastest-growing private companies by SO500 in 2019, and several awards for our products and workplace, such as the PowerDMS Named a Best Companies to Work For in 2021. Also named one of the 100 Fastest Growing Private Companies in Los Angeles by the Los Angeles Business Journal, named number 12 of the Top 50 Local Government Companies by the ELGL Choice Awards and was featured on Deloitte's Technology Fast 500TM. These recognitions reflect our sustained commitment to excellence and innovation in serving government agencies NEOGOV is affiliated with the associations below:

1.NASPE (National Association of State Personnel Executives)
2. NASCA (National Association of State Chief Admins)
3. IPMA-HR (International Public Management Association for HR) Including southern, midwest, eastern, and western region chapters
4. ICMA (International City/County Manager Association)
5. NNAHRA (National Native American HR Association)
6. CUPA-HR (College & University Professional Association for HR)

We also sponsor conferences put on by these groups:
1. NPELRA (National Public Employer Labor Relations Association) Including the CA Chapter (CALPELRA)
2. SHRM (Society of Human Resources Management)
3. PRIMA (Public Risk Management Association)
4. APA (American Payroll Association)

NEOGOV IGNITE USER CONFERENCE
NEOGOV's IGNITE Conference and Pre-Conference Training are annual, live, in-person events. Our Ignite conference brings together dedicated NEOGOV customers in the public sector, NEOED customers in education, and loyal PowerDMS customers in public safety, for a 3-day conference of learning and networking. Last year, Ignite attracted 1,400+ attendees across public service industries including government, public safety, education, and more.

3. Describe supplier's reputation of products and services in the marketplace.
We are the people, who serve the people, who serve the people. At NEOGOV, our teams are devoted to serving customer agencies in order for them to better serve the people in their communities.

NEOGOV has been serving the public sector for over 20 years and continues to provide solutions only to public agencies that are tailored to the needs of the industry. Our teams constantly request feedback from users and use it to build out new features in our products. Each quarter Product Managers develop their Product Roadmaps according to the feedback and requests left directly from customers.

NEOGOV has ranked 4.5 of 5 stars on Gartner's Peer Insights and continues to be recommended by customers throughout the country. Based on the Gartner Peer Insights's reviews, customers have lauded NEOGOV's service and support.

4. Describe the experience and qualification of key employees.

Resumes are included. Each NEOGOV Implementation Consultant has extensive product knowledge and experience in implementing NEOGOV software for agencies to Go Live by their desired deadlines. Specific consultants are strategically paired with agencies to successfully implement the desired product. Please see the attached NEOGOV Key Personnel document for information about our consultants. Once a consultant is assigned, they will be the primary point of contact during the implementation of each specific product.

Executive Management

NEOGOV CEO

Shane Evangelist

Since 2017, Shane has served as NEOGOV's Chief Executive Officer, overseeing the creation and execution of long-term product strategy. Under his leadership, NEOGOV has seen expansive growth in public sector and higher education clients, increases in customer satisfaction, and a more contemporary start-up environment. His responsibilities include:

- Oversees creation and execution of long-term product strategy
- Responsible for executive leadership and management of the company

Chief Revenue Officer

Matt Redden

As the CRO, Matt leads the business development, sales, marketing, pricing, training, partner strategy and revenue management for NEOGOV. The job is to test demand generation, selling, growth hacking, etc., to measure success and failure, and know when, where and how to "double-down."

- Develop growth strategies with the executive team and board of directors
- Create accountability within the company by developing appropriate metrics and coordinating compensation and promotions with these metrics
- Monitor the revenue pipeline and leads, adjusting as necessary to create sustainable growth
- Establish both short-term results and long-term strategy, including revenue forecasting
- Oversee all Channel/Partner Development -- adding new sales channels and 3rd party resellers and partners

Chief Technology Officer

Durga Palamakula

Durga in his role as CTO leads the technology and product vision for our SaaS based human resources and management platform. He is passionate about building efficient and innovative software products for Public Sector while making sure our platform meets the industry standards for reliability, performance, and security. His core responsibilities include:

- Define product direction and strategy that serves the overall company vision, while delivering best possible value for customers
- Build a world class team; foster and support a culture of innovation and excellence in product, engineering, and IT teams
- Work closely with executive team to define project priorities and milestones. While collaborating with product management, engineers, architects, and operation teams on product delivery that meet customer requirements and quality standards.

Chief Information Security Officer

Anurag Ojha

As our CISO, Anurag is responsible for establishing and maintaining the enterprise information security vision, strategy, and program at NEOGOV. He works closely with our executive team, product management, engineers, architects, and operation teams to ensure information assets and technologies are adequately protected.

Chief Financial Officer

Alex Chun

As CFO, Alex leads the accounting and financial planning functions of the company, including the development of annual budgets and long-term plans, management of financial risks, tracking of operational and financial KPIs, record-keeping, and financial reporting. In addition to his finance functions, Alex is also responsible for:

- Evaluating potential strategic acquisitions, mergers, and partnerships
- Communicating financial and operating results to the Board of Directors and key investors

President, High Line Software (a NEOGOV Company)

Tracey Virtue

As one of our key Executives, Tracey's specialty is leading cross-functional initiatives that bring together personnel from different departments and divisions to achieve NEOGOV's strategic objectives. With over 15 years of strategic management experience, Tracey has spent the past four years ensuring that NEOGOV continually improves and succeeds. Some of her responsibilities include:

- Key member of the Executive Committee providing leadership and direction for the Company
- Develop and execute the company's strategic plan for long term growth and profitability

Chief Operations Officer

Aaron Coleman

As the COO, Aaron Coleman leads our implementation and customer success teams to ensure a seamless process for all our customers and partners. He operates across our departments to bring together all our company resources in order to better serve our customers. Some of his responsibilities:

- Executive oversight of NEOGOV Customer Support and Professional Services
- Identify opportunities for product growth, improvement, and efficiency

Chief Product Officer

Denise Hemke

As the Chief Product Officer, Denise Hemke leads our Product development teams to ensure updated and consistent products. She operates across our departments to bring together all our company resources in order to better serve our customers. Some of her responsibilities:

- Executive oversight of NEOGOV Product development
- Identify opportunities for product growth, improvement, and efficiency

Director of Product - Insight

Michelle Cline

As a former Customer Success Manager and current Product Manager for NEOGOV's flagship product - Insight, Michelle has over 12 years of experience in ensuring customer satisfaction with NEOGOV's products. She currently is responsible for the following:

- Lead initiatives for new product features to our flagship product used by over 1,600 customers.
- Analyze and design new features, develop functional requirements. Coordinate with development and QA teams.
- Develop and distribute enhancement release notes.
- Conduct monthly user calls with customers on a variety of human resource and system-related topics.
- Conduct customer product demos.
- Liaison to customer support and sales team on issues as well as product roadmap.

Director of Product Onboard, eForms, Learn, Perform

Pamela Kubiak

With over eight years of experience in HR software and processes in both private and public sector, Pamela's areas of expertise ranged from evaluations, new hire onboarding, HRIS and reporting, social engagement, peer-to-peer recognition, and employment lifecycle changes. As of late, her primary focus has been on onboarding, offboarding and employment lifecycle changes. She is currently responsible for the following:

- Oversees all initiatives involved with NEOGOV's Onboard and eForms Product, from writing specifications for future enhancements to managing product roadmaps
- Works extensively with public sector HR professionals and product engineers to prioritize the HR technology features you need
- Conduct User Testing calls for new product as well as new features within existing products
- Conduct informational as well as training calls for users to stay engaged with the everchanging landscape

Director of Product, HRIS

Todd Hutchings

Todd has specialized in human resources, payroll services, benefit administration, & payroll tax services for over 13 years. His extensive knowledge and background of automating human resources processes has allowed numerous agencies to maximize their efforts and efficiency. His responsibilities include:

- Executing deployments and best practice coaching for customers
- Managing the development of Core HR, Time and Attendance and Payroll software, as well as implementation
- Tracking and ensuring support SLAs are being achieved and exceeded
- Identify opportunities to improve metrics and team efficiency based on results of reporting and analytics

- Conducting quality & product usage checks to ensure customer & product satisfaction expectations are being satisfied for customers and that a high level of service is being delivered
- Developing and maintaining project plans, issues logs, status reports, and time/ budget reports
- Collect, understand, and articulate basic to complex customer requirements and understand how to translate business requirements into configuration options and business process changes

Implementation

**Implementation Consultants are assigned based on the product being implemented. Specific consultants are strategically paired with agencies to successfully implement the desired product.*

Director of Implementations, TMS

Krystyna Mishler

One of the most important team members to customer success is Krystyna Mishler, Director of Implementations. Krystyna works diligently to manage our software implementation consultant team. She is responsible for ensuring your NEOGOV product implementations are on time and either meet or exceed your expectations. Her responsibilities include:

- Oversee all professional services, including implementations, consulting, and training (including NEOGOV University).

Director of Implementations, HRIS

Joanne Chan

Joanne is our Director of Implementations for HRIS with experience overseeing Project Management, Integrations and Software Implementations. She currently works with managing our Implementation Team, coaching for best practices and ensuring customer success.

Integration Implementation Manager

Kasey Pearce

Kasey manages the integrations team for all of our TMS integration implementations. She currently works with our clients on integration implementations, consulting for best practices, and ensuring overall customer satisfaction.

Customer Success

Director of Customer Success

Miya Jin

Miya currently leads the Customer Success at NEOGOV. She has an extensive background in delivering optimal service to all customers whenever help is needed. Her responsibilities include:

- Managing NEOGOV's Customer Success Team
- Develop online user tutorials, guides, and forums to allow customers to have a better
- understanding of product best practices
- Consult with customers to evaluate core HR processes and provide knowledge into immediate applications of NEOGOV products
- Troubleshoot customer needs over the lifetime of product use

The implementation consultants' responsibilities include:

- Executing deployments and best practice coaching for customers
- Executing daily operations for assigned customers and implementations, including schedules,
- time tracking, health check delivery, etc.
- Tracking support level and customer satisfaction metrics; Ensure the support SLA's are being achieved and exceeded - Identify opportunities to improve metrics and team efficiency based on results of reporting and analytics
- Conducting quality & product usage checks to ensure customer & product satisfaction expectations are being satisfied for customers and that a high level of service is being delivered
- Developing and maintain project plans, issues logs, status reports, and time/ budget reports
- Troubleshooting by replicating reported issues in a test environment and summarize issues accurately and succinctly in QA steps; develop and execute robust and creative test case scenarios
- Collect, understand, and articulate basic to complex customer requirements and understand how to translate business requirements into configuration options and business process changes

5. Describe supplier's experience working with the government sector.

87% of NEOGOV sales in the past 3 years have been to the Government sector. Since entering the marketplace, NEOGOV has prided itself on creating its products specifically for the government sector. Starting in 2000, NEOGOV has been delivering specialized human resources management solutions to public sector and education organizations. With over 6,000 customers across the nation and a user base that continues to grow each year. NEOGOV excels as a market leader in human resources management software for government agencies.

Our scope includes organizations as small as 10 employees all the way up through 100,000+ employees. This includes cities, counties, state governments, special districts, higher education, and K-12. A large difference that NEOGOV leverages amongst our customer-base is the aspect of community in the public-sector. Our customers learn from each others business processes and challenges to better service their citizens in real life, and we incorporate the same methodology into our platforms and the way we do business. In being part of the NEOGOV Community, customers share information with one another and NEOGOV itself. This enables us to drive our platforms forward with a strong footprint from our organizations, ultimately corresponding in solutions truly created for government entities.

6. Describe any social diversity initiatives.

We do not have a formal diversity program, however we are currently seeking women, minority, veteran and veteran-disabled owned suppliers to partner with. These vendor relationships will not result in any adjustments to pricing for customers.

NEOGOV works with agencies across the country and has partnerships with various MSWBE organizations in states including Illinois, Maryland, Texas, Tennessee. A copy of the organization's certifications can be provided upon Award of Contract.

7. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

None.

8. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Organization Name 1	**Alabama Community College System**
Scope of Services/contract description	Currently has Insight, Onboard, Perform, Learn, and eForms. They have been a customer since 8/11/2021
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Jinny Kim – Project Manager Catherine Yoshimoto – Implementation Consultant
Contact Name and Title:	Shain Wilson, Senior Information Analyst HR & Payroll
Phone Number:	(205) 299-6700
Email Address:	shain.wilson@accs.edu

Length of relationship:	Since 8/11/2021

Organization Name 2	**Sacramento Housing and Redevelopment Agency**
Scope of Services/contract description	Current products – Insight, Onboard, Attract, Perform, Learn, eForms, Core HR, Time & Attendance, Benefits, Payroll, PowerPolicy
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Erika Simpson – Project Manager David Sonny – Implementation Consultant
Contact Name and Title:	Tracy Knighton, HR Manager
Phone Number:	916-440-1359
Email Address:	tknighton@shra.org
Length of relationship:	Since 10/5/2007

Organization Name 3	**County of San Diego (CA)**
Scope of Services/contract description	Insight, Onboard, Attract
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Alexis Scruggs – Project Manager Savanna Minor – Implementation Consultant
Contact Name and Title:	Jessica Carlson, SR HR Analyst
Phone Number:	858-505-6576
Email Address:	jessica.carlson@sdcounty.ca.gov
Length of relationship:	Since 10/16/2007

Organization Name 4	**City of Annapolis (MD)**
Scope of Services/contract description	Insight, Onboard, Perform, eForms, Learn, Attract, Core HR, Benefits, Time & Attendance, Payroll, GovernmentJobs.com
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Jessica Robertson – Project Manager Sherry Padron – Implementation Consultant
Contact Name and Title:	Carrie Kramer, MIT Analyst
Phone Number:	(410) 263-7529

Email Address:	ckramer@annapolis.gov
Length of relationship:	Since 2/23/2023

Organization Name 5	**Town of Mountain Village (CO)**
Scope of Services/contract description	Insight, Onboard, Perform, eForms, Learn, Attract, Core HR, Benefits, Time & Attendance, Payroll, GovernmentJobs.com
Dollar Value of Contract:	We do not release this information
Assigned Project Personnel:	Jamie Ketterer – Project Manager Sherry Padron – Implementation Consultant
Contact Name and Title:	Lindsay Niehaus, HR Coordinator
Phone Number:	(970) 369-6409
Email Address:	lniehaus@mtnvillage.org
Length of relationship:	Since 9/27/2022

9. Region 14 ESC reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any submitting a proposal.

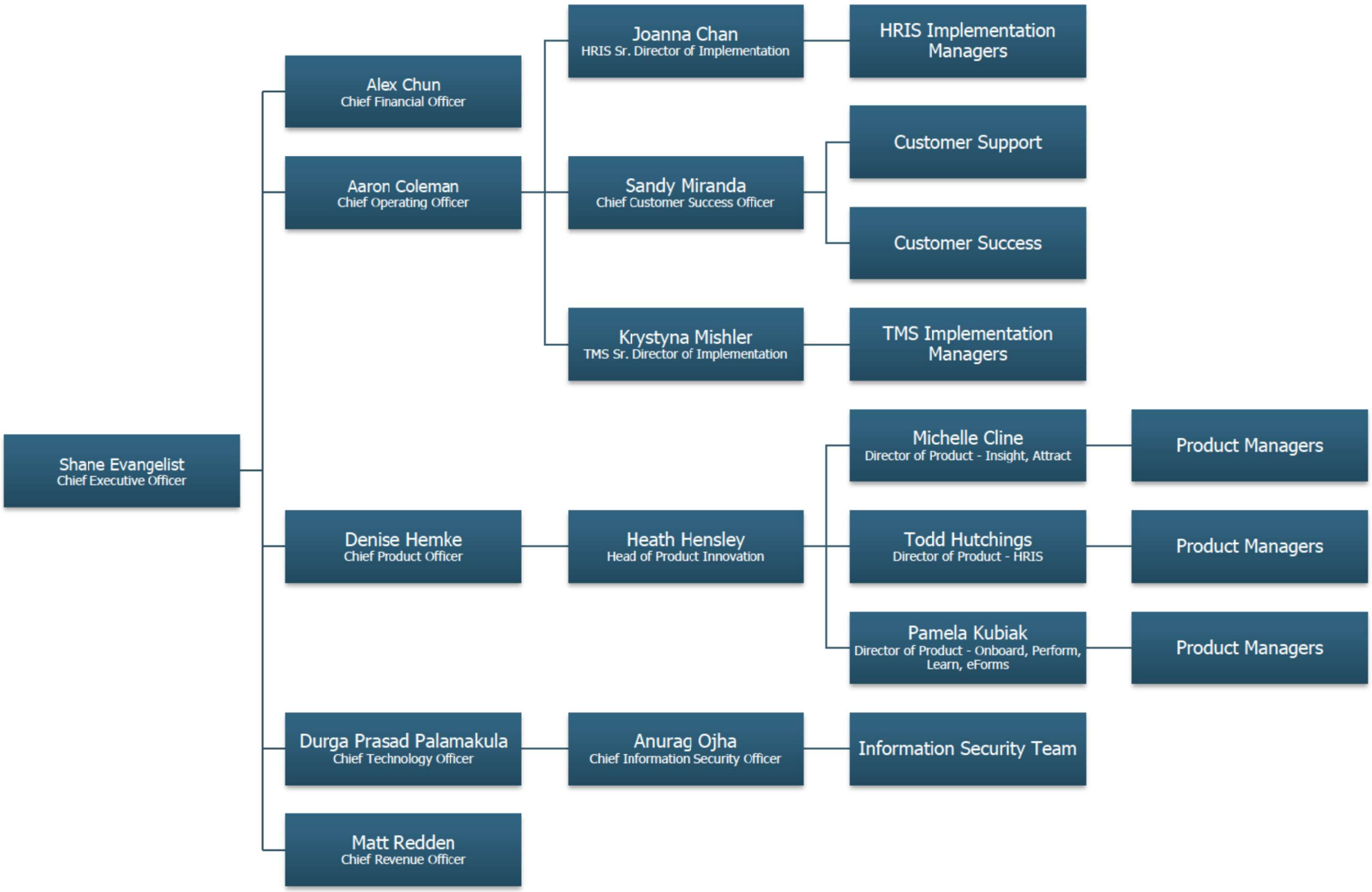
Yes, Governmentjobs.com, Inc. acknowledges.

10. Provide any additional information relevant to this section.

See attached product information sheets for additional information.

Org Chart + Resumes

NEOGOV



CONTACT

https://www.linkedin.com/in/shane-evangelis
a72354/?jobid=1234/

EDUCATION

Southern Methodist University – Cox School o

MBA, Finance

1999 - 2000

UNM Anderson School of Management

BBA, Marketing

1992 - 1997

Shane Evangelist

CEO at NEOGOV

Los Angeles, CA

EXPERIENCE

NEOGOV | El Segundo, CA
CEO
April 2017 - Present

US Water Filters | Minneapolis, MI
Board of Directors
April 2012 – Present

Tourneau | New York, New York
Advisory Board Member
September 2016 – February 2018

US Auto Parts | Carson, CA
CEO
October 2007 – March 2017

Board of Directors
October 2007 – March 2017

PS I Love You |Los Angeles, CA
Board Member
February 2011 – June 2015

Blockbuster | Dallas, TX
SVP & GM, Blockbuster Online
January 2004 – October 2007

Vice President of Strategic Planning
April 2000 – January 2004

IBM | New York, NY
Business Unit Executive
1997 – 2001

CONTACT

kmishler@neogov.net

https://www.linkedin.com/in/krystyna-faillace-bb488935/?jobid=1234

EDUCATION

University of Southern California
Bachelor of Arts, Communication

Universitat Autònoma de Barcelona

Krystyna Mishler

Director of Professional Services at NEOGOV
Atlanta, GA

EXPERIENCE

NEOGOV | El Segundo, CA
Director of Professional Services
March 2020 - Present

Director of Customer Engagement
February 2019 – March 2020

Implementation Consultant Manager
March 2018 – January 2019

Customer Success Manager / Implementation Consultant / Solutions Engineer
September 2015 – March 2018

Customer Support Lead / Applicant Support Manager
March 2013 – September 2015

Recruiter
May 2012 – March 2013

Prime Public Relations | Culver City, CA
Administrative Assistant
May 2011 - February 2012

AssetSmart | Westlake Village, CA
Marketing/Advertising Intern
May 2009 - August 2009

Prototypes | Los Angeles, CA
Intern
December 2007 - January 2008

Cielo Unlimited
Administrative Assistant
June 2006 - August 2006

Miya Jin

Director of Professional Services at NEOGOV

Los Angeles, CA

CONTACT

mjin@neogov.net

https://www.linkedin.com/in/miyajin/

EDUCATION

Loyola Marymount University, College of Business Administration

Bachelor, Finance

2010 – 2014

EXPERIENCE

NEOGOV | Los Angeles, CA
Director, Professional Services
July 2021 – Present

Manager, Implementations
April 2020 – June 2021

Implementation Supervisor
June 2019 – April 2020

Senior Implementation Consultant
January 2017 – April 2020

Implementation Consultant
September 2016 – January 2017

Peter Lehmann Wines | Tanunda South Australia
Cellar Hand
January 2016 – April 2016

HR Cloud | El Segundo, CA
Customer Success Representative
June 2014 – August 2015

The Coca-Cola Company | Loyola Marymount University
Brand Manager
January 2013 – May 2013

CONTACT

dhemke@neogov.net
https://www.linkedin.com/in/denisehemke/

EDUCATION

University of South Florida
BS, Marketing and MIS
1996-2001

Denise Hemke

Chief Product Officer at NEOGOV
Novato, CA

EXPERIENCE

NEOGOV
Chief Product Officer
01/2024 - Present
Leads the NEOGOV product strategy across all markets, driving innovation, customer satisfaction, and excellence.

Checkr | San Francisco, CA
Chief Product Officer
01/2022 - 10/2023

Workday | Pleasanton, CA
General Manager, Analytics
01/2021 - 01/2022

Workday | Pleasanton, CA
Vice President, Analytics Product Management & Strategy
05/2019 - 01/2021

Workday | Pleasanton, CA
Senior Director of Product Management, Analytics
06/2017 – 05/2019

Workday | Pleasanton, CA
Director of Product Management, Analytics
08/2016 – 06/2017

Platfora (acquired by Workday) | San Mateo, CA
Director of Engineering & Director of Product Management
01/2013 – 08/2016

Salesforce.com | San Francisco, CA
Senior Manager & Director of Engineering
03/2008 – 01/2013

HSBC | Tampa, FL
Technical Project Management & SRE
06/2006 – 03/2008

AT&T | Tampa, FL
Web Applications & ETL Developer
2001 - 2006

CONTACT

https://www.linkedin.com/in/sandymiranda/

EDUCATION

University of Phoenix
BA, Management

Liberty University
MA, Mental Health Counseling/Counselor

Sandy Miranda

Chief Customer Success Officer at NEOGOV
Orlando, FL

EXPERIENCE

NEOGOV
Chief Customer Success Officer
April 2017 - Present

PowerDMS | Orlando, FL
VP of Customer Success
July 2015 – April 2017

PowerDMS | Orlando, FL
Director of Customer Success
March 2012 – July 2015

PowerDMS | Orlando, FL
Customer Care Manager
June 2011 – March 2012

The Revere Group | Orlando, FL
Service Delivery Manager
May 2007 – June 2011

Hughes Supply | Orlando, FL
System Support
1999 - 2007

CONTACT

hhensley@neogov.net
linkedin.com/in/heathhensley/

CERTIFICATIONS

Scrum Master Certification
3Back Scrum Pathways
Issued Mar 2009

EDUCATION

University of Central Florida
BS in Computer Engineering
2004 - 2009

Heath Hensley

Head of Product Innovation at NEOGOV
Winter Park, FL

EXPERIENCE

NEOGOV | El Segundo, CA
Head of Product Innovation at NEOGOV
Jan 2021 - Present
Helping NEOGOV build and buy new products for our portfolio and assisting with innovation throughout the portfolio of existing products.

PowerDMS | Orlando, FL
Co-founder and Chief Technology Officer
September 2004 - January 2021

University of Central Florida | Orlando, FL Adjunct Professor - Technology Entrepreneurship August 2017 - May 2018

PowerDetails | Orlando, FL
Co-founder and Director
Sep 2004 - Present

CONTACT

jpirraglia@neogov.net

www.linkedin.com/in/jim-pirraglia-42193a4

CERTIFICATIONS

Product Strategy -Discovering, Developing, Managing and Marketing Products as a Business

Northwestern University – School of Management

November 2019

Agile Product Management Excellence

280 Group

July 2010

EDUCATION

Adelphi University

BA, Communications

Jim Pirraglia

VP, Product, HRIS at NEOGOV

New York

EXPERIENCE

NEOGOV
VP, Product, HRIS
9/21 - <Present>
Lead HRIS Product group including growing/scaling team, defining product strategy and enabling team to execute on roadmap to drive customer adoption and market value.

Smartlinx Solutions | <Iselin, NJ>
VP, Product & Strategy
6/19-8-21
As a senior member of the Executive team and shareholder, my focus was on delivering innovative products and strategy scaled for growth. Led the Product and Design team, building platform HCM solutions in the long term/post-acute health market.

Trackforce Valiant | <Iselin, NJ>
VP, Product Management
12/02- 6/19
Senior member of Executive team and shareholder, responsible for product strategy for the HCM platform in the Contract Security and Hospitality markets. Introduced and implemented a formal Product Management team including implementing Agile best practices.

CONTACT

kpearce@neogov.net
LinkedIn profile

EDUCATION

Colorado State University
Computer Information Systems
1998-2001

Kasey Pearce

Integration Implementation Manager at NEOGOV

EXPERIENCE

NEOGOV
Integration Implementation Manager at NEOGOV
10/2021 – present
Manage integrations team for all TMS integration implementations.

Neon One | Remote
Director of Technical Implementation
10/2020 – 06/2021

Neon One | Remote
VP of Operations
12/2019 – 10/2020

CiviCore (acquired by Neon One) | Denver, Colorado
VP of Operations / Senior Software Engineer /Web Application Developer
10/2001 – 12/2019

Docusign Envelope ID: B50CB887-FB52-4506-A632-98137D58E3E9

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

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Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company GovernmentJobs.com, Inc. dba NEOGOV

Address 2120 Park Place, Ste 100
El Segundo, CA
90245

Phone 310-971-9588

Fax 310-426-6305

Contact

Signed by:
5B84B0112B7F472...
Signature
Nicholas Kromer
Printed Name
Vice President of Revenue Operations
Position with Company

Official Authorizing Proposal

Signed by:
5B84B0112B7F472...
Signature
Nicholas Kromer
Printed Name
Vice President of Revenue Operations
Position with Company

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Appendix A, DOC # 2

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Staring on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf

Version April 10, 2024

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Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Nicholas Kromer, as an authorized representative of

Governmentjobs.com, Inc. dba NEOGOV, a contractor engaged by

Insert Name of Company

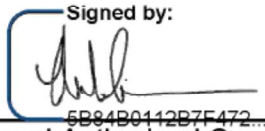
Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signed by:



5B84B0112B7F472...

Signature of Named Authorized Company Representative

6/17/2025

Date

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ATTACHMENT A

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

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Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES Initial _____ Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES Initial _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES Initial _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

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(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES

Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES

Initials of Authorized Representative of offeror

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES ☑

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES ☐

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FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES Initial _____ Initials of Authorized Representative of offeror

Offeror's Name: Governmentjobs.com, Inc. dba NEOGOV
Address, City, State, and Zip Code: 2120 Park Place, Ste 100 El Segundo, CA 90245
Phone Number: 310-971-9588
Fax Number: 310-426-6305

Printed Name and Title of Authorized Representative: Nicholas Kromer- VP of Revenue Operations
Email Address: bids@neogov.net
Signature of Authorized Representative: _____
Date: 6/17/2025

Signed by: 5B84B0112B7F472...

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES Initial _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES Initial _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES Initial _____ Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Governmentjobs.com, Inc. dba NEOGOV

Address, City, State, and Zip Code: 2120 Park Place, Ste 100, El Segundo, CA 90245

Phone Number: 310-971-9588 Fax Number: 310-426-6305

Printed Name and Title of Authorized Representative: Nicholas Kromer- VP of Revenue Operations

Email Address: bids@neogov.net

Signature of Authorized Representative: Signed by: 5B84B0112B7F472... Date: 6/17/2025

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FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C,F,R, § 200,326 and 2 C,F,R, Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

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1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

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loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

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24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

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suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in

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compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

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clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROLACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200,

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Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

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c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Governmentjobs.com, Inc. dba NEOGOV, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:

5B84B0112B7E47Z...

Signature of Contractor's Authorized Official

Nicholas Kromer

Name and Title of Contractor's Authorized Official

6/17/2025

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

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Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Governmentjobs.com, Inc. dba NEOGOV

Address, City, State, and Zip Code: 2120 Park Place, Ste 100 El Segundo, CA 90245

Phone Number: 310-971-9588 Fax Number: 310-426-6305

Printed Name and Title of Authorized Representative: Nicholas Kromer- VP of Revenue Operations

Email Address: bids@neogov.net

Signature of Authorized Representative: Signed by: 5B84B0112B7E472...

Date: 6/17/2025

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NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Governmentjobs.com, Inc. dba NEOGOV

Organization Address: 2120 Park Place, Ste 100 El Segundo, CA 90245

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Warburg Pincus (through affilicated entities)	450 Lexington Ave New York, NY 10017
The Carlyle Group (through its affiliated entities)	10100 Santa Monica Blvd #600, Los Angeles, CA 90025
Frontier Capital (through its affiliated entities)	525 N Tryon St, Suite 1900 Charlotte, NC 28202

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Nicholas Kromer	Title:	Vice President of Revenue Operations
Signature:	Signed by: 5B84B0112B7F472...	Date:	6/17/2025

Docusign Envelope ID: 3D7D34A3-3B19-48F9-B065-7B9A5DBCD191

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

Docusign Envelope ID: 3D7D34A3-3B19-48F9-B065-7B9A5DBCD191

NON-COLLUSION AFFIDAVIT

FL

State of ~~New Jersey~~---
County of Orange

ss:

RFP for Software and SaaS Solutions
 # RFP 25-S940

I, Nicholas Kromer (name of affiant) residing in El Segundo (name of municipality)
in the County of LOS ANGELES and State of CALIFORNIA of full age,
being duly sworn according to law on my oath depose and say that:

I am Vice President of Revenue Operations (title or position) of the firm of Governmentjobs.com, Inc. dba NEOGOV (name of firm)

_____ the bidder making this Proposal for the bid

entitled Region 14 ESC Software and SaaS Solutions RFP 25-S940 (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 14 Education Service Center and OMNIA Partners, Public Sector, Inc. relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Governmentjobs.com, Inc. dba NEOGOV.

Subscribed and sworn to

before me this day

Signed by:
C1D5247C6CA2410...
Signature

Nicholas Kromer
(Type or print name of affiant under signature)

June 18, 2025

DocuSigned by:
Denise Marlowe
HH298738
039F89A19D6545C...
Notary public of FL

My Commission expires 09/18/2026

(Seal)
DENISE MARLOWE
NOTARY PUBLIC
STATE OF FLORIDA
Commission #HH298738
My Commission Expires 9/18/2026
ONLINE NOTARY

Denise Marlowe

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DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Governmentjobs.com, Inc. dba NEOGOV

Street: 2120 Park Place, Ste 100

City, State, Zip Code: El Segundo, CA 90245

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/17/2025

Date

Signed by:
5B84B0112B7F472...

Vice President of Revenue Operations

Authorized Signature and Title

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
33-0888748	☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	807

4. COMPANY NAME: NEOED

5. STREET	CITY	COUNTY	STATE	ZIP CODE
2120 Park Place, Suite 100	El Segundo	LA	CA	90245

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE
GovernmentJobs.com	El Segundo	CA	90245

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 0

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 807

10. PUBLIC AGENCY AWARDING CONTRACT	CITY	COUNTY	STATE	ZIP CODE
HUDSON COUNTY CC	Jersey City	Hudson	NJ	07306

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				MALE					FEMALE					
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	97	61	36	3	2		13	27		2		6	14
Professionals	171	78	93	3	7		14	28	7	4		12	38
Technicians													
Sales Workers	105	66	39	1	3		2	33	2	1			17
Office & Clerical	116	44	72	2	3		4	13	6	4		4	17
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	489	249	240	9	15		33	101	15	11		22	86
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From: 8/1/22 To: 8/29/22

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☒ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
Nicholas Kromer		Vice President of Revenue	04 08 2025

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
2120 Park Place, Suite 100	El Segundo	LA	CA	90245	310 - 426 - 6304

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DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signed by:
5B84B0112B7E472...

Signature of Procurement Agent

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

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C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Governmentjobs.com, Inc. dba NEOGOV		
Address:	2120 Park Place, Ste 100		
City:	El Segundo	State: CA	Zip: 90245

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signed by: 5B84B0112B7F472...

Signature	Nicholas Kromer	Vice President of Revenue Operations
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ Check here if the information is continued on subsequent page(s)

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List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: N/A
State: Governor, and Legislative Leadership Committees
Legislative District #s: N/A
State Senator and two members of the General Assembly per district.

County: N/A N/A

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

N/A

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

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DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Warburg Pincus (through affilicated entities)	Name:
Home Address: 450 Lexington Ave New York, NY 10017	Home Address:
Name: The Carlyle Group (through its affiliated entities)	Name:
Home Address: 10100 Santa Monica Blvd #600, Los Angeles, CA 90025	Home Address:
Name: Frontier Capital (through its affiliated entities)	Name:
Home Address: 525 N Tryon St, Suite 1900 Charlotte, NC 28202	Home Address:

Subscribed and sworn before me this June 18 day of _____, 2025

(Notary Public) DocuSigned by: Denise Marlowe HH298738 039F89A19D6545C...

My Commission expires: 09/18/2026

Denise Marlowe

Signed by: C1D5247C6CA2410...

(Affiant)

Nicholas Kromer- Vice President of Revenue Operations

(Print name & title of affiant)

(Corporate Seal)

DENISE MARLOWE
NOTARY PUBLIC
STATE OF FLORIDA
Commission #HH298738
My Commission Expires 9/18/2026
ONLINE NOTARY

Docusign Envelope ID: B50CB887-FB52-4506-A632-98137D58E3E9

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY • DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Region 14 ESC Software and SaaS Solutions RFP 25-S940

VENDOR NAME: Governmentjobs.com, Inc. dba NEOGOV

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signed by:
Signature 5B84B0112B7F472...

6/17/2025
Date

Nicholas Kromer- Vice President of Revenue Operations
Print Name and Title

DPP Rev. 12.13.2021

Docusign Envelope ID: B50CB887-FB52-4506-A632-98137D58E3E9

DOC #7

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(●) **A.** That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) **B.** That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) **C.** That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signed by:
5B84B0112B7F472...

Signature of Vendor's Authorized Representative

6/17/2025
Date

Nicholas Kromer- Vice President of Revenue Operations
Print Name and Title of Vendor's Authorized Representative

33-0888748
Vendor's FEIN

Governmentjobs.com, Inc. dba NEOGOV
Vendor's Name

310-971-9588
Vendor's Phone Number

2120 Park Place, Ste 100
Vendor's Address (Street Address)

310-426-6305
Vendor's Fax Number

El Segundo, CA 90245
Vendor's Address (City/State/Zip Code)

bids@neogov.net
Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

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DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GOVERNMENTJOBS.COM, INC.
Trade Name:	NEOGOV
Address:	222 N SEPULVEDA BLVD EL SEGUNDO, CA 90245-5648
Certificate Number:	1479748
Effective Date:	April 16, 2009
Date of Issuance:	December 05, 2022

For Office Use Only:

20221205151219050

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DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Nicholas Kromer Title: Vice President of Revenue Operations

Signature: Signed by: 5B84B0112B7F472... Date: 6/17/2025

Docusign Envelope ID: B50CB887-FB52-4506-A632-98137D58E3E9

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Region 14 ESC Software and SaaS Solutions RFP 25-S940

VENDOR NAME: Governmentjobs.com, Inc. dba NEOGOV

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signed by:
5B84B0112B7F472...

Signature

6/17/2025
Date

Nicholas Kromer- Vice President of Revenue Operations
Print Name and Title

Docusign Envelope ID: B50CB887-FB52-4506-A632-98137D58E3E9

NOTICE TO OFFEROR

Questions & Answers

RFP # 25-S940

Competitive Solicitation by Region 14 Education Service Center

for

Software and SaaS Solutions

See Question & Answer Acknowledgement included on the last page. Offerors should include this acknowledgement as part of their response to this Software and SaaS Solutions RFP.

The Answers to Questions received are issued as follows:

1. Question: The RFP requests that for the contracts included in Section 4 that the offeror: "Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.". Would the government please confirm that annual volume refers to dollar value of the contract?

   Yes

2. The RFP requests that for the contracts included in Section 4 that the offeror: "Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.". Would the government please confirm that annual volume refers to dollar value of the contract?
   Yes

3. This RFP refers specifically to Software and Software as a Service as the scope, however on Appendix B it is stated "A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier." Would the government please clarify if the catalog provided should include all our product/service offerings or should it be limited to Software?

   Supplier should provide product/services as outlined in the scope; anything additional may be included as "value added products/services"

4. Some information requested is not pertinent to the Software and SaaS contract, for example: equipment reconditioning, trade-ins, etc. Most of the shipping/delivery questions are also not relevant since most software is delivered electronically. Would the government please let us know how we should address these questions?

   If the Supplier's position is the question is "not relevant" mark as N/A

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5. The RFP requests that a price list be included. Is it sufficient to list all of the SKUs along with the % off of List Price OR do we need to include the actual dollar amount for every SKU? On our existing OMNIA contract, we are required only for % off of List.

   As stated in the RFP "Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both"

6. Are services such as school climate surveys, employee engagement surveys, 360-degree feedback, or exit surveys and subsequent data analysis and support within the scope of the RFP?

   Please refer to Scope for a list of suggested categories, but not limited to

7. Are services such as school climate surveys, employee engagement surveys, 360-degree feedback, or exit surveys and subsequent data analysis and support within the scope of the RFP?

   Refer to question # 6

8. Does this include software for teacher and student learning?

   Refer to question # 6

9. Would this RFP include software for a communication platform for schools to use to communicate with parents?

   Refer to question # 6

10. We understand that the RFP seeks software and SaaS solutions, but our approach is to develop these solutions as custom-built products tailored to client needs, which we can deliver as SaaS offerings. Would you be open to proposals based on this model, and how would such proposals be evaluated compared to those offering pre-built, off-the-shelf solutions?

    All proposals submitted will be reviewed and evaluated

11. Do we need an active New Jersey Business Compliance to bid for this RFP

    No, but if awarded, the contract will not be extended to NJ

12. Does your RFP include software services other than finance or instructional?

    Refer to question # 6

13. Is the RFP process the same for current OMNIA members, as well as new?

    Not sure of the question being asked. However, this RFP is issued by Region 14 ESC and any resultant contract(s) will be made available to all OMNIA Partners members.

14. As a current OMNIA member, may we use the Excel pricing document that we currently have in place with OMNIA for our pricing response?

    Current pricing may be submitting in excel format

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15. During the life of the contract, can additional SaaS products be added to the Master Agreement subsequent to award?

Refer to Section IV Terms & Conditions; "Products and Services Additions"

16. Are five references required for each product? Or five total for the submitting vendor?

Total

17. We understand that proposals will be evaluated based on a total of 100 points for Availability of Products and Pricing, Ability to Perform, References and Experience, and Value-Added Products/Services. Is there a minimum score established to make the competitive range or shortlist?

No

18. How will Region 14 ESC validate a vendor's "Ability to Perform" in areas such as national scalability, service delivery, and warranty response, especially for smaller or emerging suppliers?

Proposals will be evaluated based on the criteria set in the RFP which include a combination of methods, i.e. experience, national scalability, financial stability, etc. For smaller or emerging suppliers, a more thorough review of capabilities and potential for growth and scalability.

19. Could you please clarify how pricing should be submitted for the services we propose to offer?

Refer to INSTRUCTIONS TO SUPPLIERS , section 2

20. Could you please confirm whether a pricing template will be provided?

No, refer question

to # 19

21. Would Omnia Partners consider extending the bid submission deadline by at least one week?

RFP was release on May 6th and due to set timeline, the deadline cannot be extended

22. We kindly request clarification on how vendors should indicate which categories they are bidding for.

It is up to the Offeror how they choose to identify the categories

23. On page 13, under the section "Evaluation Criteria", where sub-section "References and Experience (20 points)" states "Describe supplier's reputation in the marketplace.". Could you please elaborate on what a vendor's answer should detail?

Statement is self-explanatory. It is up to the Offeror to provide their best response possible.

24. Regarding the requested price lists (Section V.A., page 11), is it acceptable to provide our standard revenue share percentages in a tiered format correlating to the agency's revenue amount?

This section is not asking for a revenue amount; Offeror should provide their pricing based on discount off from a manufacturer's price list or catalog, or fixed price, or combination of both.

25. Would Region 14 ESC please consider extending the RFP deadline by 1-2 weeks to allow sufficient time to thoroughly address each component of the proposal requirements?

Docusign Envelope ID: B50CB887-FB52-4506-A632-98137D58E3E9

Please refer to question # 21

26. Is there a pricing sheet or format you would like vendors to use? - Additionally, pricing will depend on the scope of work and therefore pricing for each customer will vary. What would you like us to submit for pricing? Just the discount rate we will offer?

Refer to underlined response in question # 24

27. Can OMNIA please clarify whether all documents listed in Exhibit G must be submitted with the proposal, or only if the awarded contractor intends to do business in New Jersey?

If Offeror has no plans to extend their offering to New Jersey, simply indicate on the Exhibit G cover page.

28. Ability to Perform refers to "Appendix B, Exhibit A," but this appears to correspond instead to "Attachment A, Exhibit A."

Attachment A is the complete OMNIA Partners national cooperative response. Refer to page 21

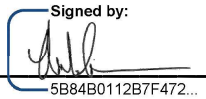
29. How many users/employees are in the organization? "Integration with existing technology environments" - Please provide existing software Would we require MSRP document submitted with our proposal?

This is a national cooperative solicitation as well as a national cooperative contract(s) and will be based on the individual Public Procurement Agency needs and requirements. Refer to underlined response in question # 24

Respondent shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name Governmentjobs.com, Inc. dba NEOGOV

Contact Person Nicholas Kromer

Signature 

Date 6/17/2025

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-611619	**Order #:**	Q-510690
Customer:	Palm Coast, City of (FL)	**Valid Until:**	9/9/2026
Effective Employee Count:	625		
Sales Rep:	Mitch Boland		

Customer Contact			
Billing Contact:	Palm Coast, City of (FL) Palm Coast AP	**Shipping Contact :**	Palm Coast, City of (FL) Craig Ledbetter
Billing Address:	160 Cypress Point Pkwy Ste B106 Palm Coast, FL 32164	**Shipping Address:**	160 Cypress Point Pkwy Ste B106 Palm Coast, FL 32164
Billing Contact Email:	ap@palmcoastgov.com	**Shipping Contact Email:**	cledbetter@palmcoastgov.com
Billing Phone:	3869863700	**Shipping Phone:**	386-986-3759

Payment Terms

Payment Term: Net 30
PO Number:

Notes:

Subscription Service

Prorated Period

70% discount on the Learn setup fee.

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	9/1/2026	9/30/2026	Employee Based	$2,982.50
Learn Setup	Services			Employee Based	$2,569.50
				Prorated Period TOTAL:	$5,552.00

Year 1

55% discount on both subscription fees.
70% discount on the Perform setup fee.

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	$16,105.50
Perform Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	$12,714.75
Perform Setup	Services			Employee Based	$2,569.50
				Year 1 TOTAL:	$31,389.75

Year 2 **10% discount on both subscription fees.**

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	10/1/2027	9/30/2028	Employee Based	$32,211.00
Perform Subscription	Recurring	10/1/2027	9/30/2028	Employee Based	$25,429.50
				Year 2 TOTAL:	$57,640.50

Year 3 **List Prices.**

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	10/1/2028	9/30/2029	Employee Based	$37,579.50
Perform Subscription	Recurring	10/1/2028	9/30/2029	Employee Based	$29,667.75
				Year 3 TOTAL:	$67,247.25

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract between the parties. This Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth in NEOGOV's bid for North Carolina Sheriffs' Association Solicitation Number 27-06-0212 and the most recently published version of the NEOGOV Services Agreement available at https://www.neogov.com/service-specifications ("NCSA Agreement"). By signing below, Customer confirms it has the authority to use the NCSA Agreement for this purchase and that the use of the NCSA Agreement for this purchase is not prohibited by law or procurement regulations or standards applicable to Customer. For purposes of the Agreement, "receipt" of the Services will be deemed to occur on the date the Services are provisioned and made available for Customer's access and use (including by providing login credentials or enabling system access), regardless of whether Customer has accessed or begun using the Services.

The Effective Date (as defined in the NEOGOV Services Agreement) shall be the date set forth below. For purposes of the Agreement, "receipt" of the Services will be deemed to occur on the date the Services are provisioned and made available for Customer's access and use (including by providing login credentials or enabling system access), regardless of whether Customer has accessed or begun using the Services.

Find a copy of our W-9 here.

Special Condition:

1. Customer may terminate for convenience the services within this Order by providing written notice to NEOGOV of its intent to terminate on or before October 9, 2026. ("Termination for Convenience"). Termination for Convenience shall be effective upon NEOGOV receipt of Customer's written notice to terminate for convenience. Notwithstanding the foregoing, Customer is committed to payment of the Pro-Rated Period which is non-cancellable or refundable and not effected by the Termination for Convenience.

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV

may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Palm Coast, City of (FL)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026 **Agenda Item:** H.2

Department PUBLIC WORKS **Division** SOLID WASTE	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING THE GRANT AGREEMENT WITH FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR THE 2026 PALM COAST WATERWAY CLEANUP

Presenter: **Matthew Mancill, Director of Public Works**

Attachments:

1. Resolution
2. Grant Agreement

Background:
Council Priority:
C. Civic Engagement

The Florida Inland Navigation District (FIND) has made available to the City of Palm Coast, a grant for the 2026 Palm Coast Waterway Cleanup program. The event will be held Saturday, September 19th, 2026. The start location will be the Community Center. Volunteers may choose to clean designated areas along the Intracoastal Waterway or any location within Palm Coast city limits. Following the cleanup, participants are invited back to the Community Center for a community luncheon and awards ceremony at 11:00 a.m. The projected expenditure for the program is a total of $5,000.00 which includes attire and supplies needed for cleanup.

The City Council of the City of Palm Coast is being requested to approve the terms and conditions as well as execute the grant agreement with FIND.

Recommended Action:
RESOLUTION 2026-XX APPROVING THE GRANT AGREEMENT WITH FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR THE 2026 PALM COAST WATERWAY CLEANUP

RESOLUTION 2026-____
2026 PALM COAST WATERWAY CLEANUP GRANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE GRANT AGREEMENT FROM THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR THE 2026 PALM COAST WATERWAY CLEANUP; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast wishes to pursue a grant with Florida Inland Navigation District; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the submission of a grant agreement for funds to provide to the volunteer 2026 Palm Coast Waterway Cleanup program.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AUTHORIZATION TO SUBMIT GRANT APPLICATION. The City Council of the City of Palm Coast hereby approves the submittal of the Florida Inland Navigation District (FIND) grant agreement.

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee has the authorization to negotiate, finalize and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment for additional funding. Further, the City Manager has the authority to execute amendments to the Grant Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force of effect of any section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND APPROVED by the City Council of the City of Palm Coast, Florida, on this 1st day of September 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY:

_____

MARCUS DUFFY, CITY ATTORNEY

2025-2026 FIND WATERWAY CLEANUP AGREEMENT

This Agreement is entered into this _____ day of _____, 2026 by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and the City of Palm Coast, (the "Project Sponsor").

WHEREAS, Project Sponsor has requested that FIND provide a portion of the assistance needed for the **2026 "Palm Coast Waterway Cleanup**" program in Flagler County including the Atlantic Intracoastal Waterway (the "Project"); and

WHEREAS, FIND is willing to provide such assistance for the volunteer cleanup of the Intracoastal Waterway in Flagler County subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Subject to the provisions of the Agreement, Project Sponsor shall coordinate the work for the Project. Both Parties expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of the Parties as set forth in Section 768.28, Florida Statutes.

2. FIND shall provide an amount not to exceed **$5,000.00** for the components of the project set forth on the attached Exhibit "A" (with FIND paying the Project Sponsor the amount actually expended for each component, up to the amount listed on Exhibit "A" for said component) which shall also in compliance with the District's policy on waterway clean up projects (Exhibit "B").

3. The funds to be provided by FIND to the Project Sponsor hereunder will be paid within thirty (30) days of receipt by FIND of a request for payment accompanied by supporting documentation showing expenditures equal or greater to the amount being sought from FIND.

4. Project Sponsor shall, upon request by FIND, provide a report of final expenses incurred on the Project. The Project Sponsor shall also retain all records supporting costs of the Project for three (3) years after the end of the fiscal year in which the Project is completed, except that such records shall be retained by Project Sponsor until final resolution of matters resulting

from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

5. If Project Sponsor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if Project Sponsor shall violate any of the covenants, terms, or stipulations of this Agreement, FIND shall thereupon have the rights to terminate this Agreement.

Notwithstanding the above, Project Sponsor shall not be relieved of liability for damages or expenses as contemplated herein sustained by FIND by virtue of any breach of the Agreement by Project Sponsor.

6. Any notice or other written communications between Project Sponsor and FIND shall be considered delivered when posted by certified mail or delivered in person to the respective party at the address indicated below:

To FIND:	Florida Inland Navigation District 1314 Marcinski Road Jupiter, Florida 33477 Attention: Executive Director
To the Project Sponsor:	City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164 Stormwater Operations Manager Attention: Cleanup Coordinator

7. This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation or agreements, either verbal or written between the parties hereto. This Agreement shall not be modified unless in writing and signed by both parties hereto.

8. This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida. In the event of any litigation arising hereunder, the prevailing party shall be entitled to reasonable costs including attorney' fees, at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in the courts of Palm Beach County, Florida.

9. The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may

assign this Agreement nor any interest hereunder without the express prior written consent of the other party.

10. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

11. PUBLIC RECORDS LAW. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____

Executive Director

DATE: _____

PROJECT SPONSOR

By:_____

Title: _____

DATE: _____

EXHIBIT A

Grant Budget Items	Request
T-shirts (American Crossroads Apparel)	$3,000.00
Reusable Water Bottles, Gifts, Bags	$1,500.00
Garbage Bags	$200.00
Gloves	$100.00
Gifts	$200.00
Food	Will be covered by City
Total	$5,000.00

EXHIBIT B

FLORIDA INLAND NAVIGATION DISTRICT
WATERWAY CLEAN UP PROGRAM RULES (66B-2.016 Waterways Cleanup Events)

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of Rule 66B-2 apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of items (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000.00 per waterway, per county, except for the provisions of items (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026

Agenda Item:
I.1

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX LAKEVIEW ESTATES COMPREHENSIVE PLAN AMENDMENT - APPLICATION #5576

Presenter: **Michael Hanson, A.I.C.P, Senior Planner**

Attachments:

1. Presentation
2. Ordinance
3. Staff Report
4. Business Impact Estimate
5. Map Series
6. Cover Letter, Application, Corp ID, Owner Authorization
7. Applicant FLUM Analysis, Trip Generation Report, Environmental Report
8. Boundary Survey and Title Opinion for FLUM Amendment Area Tract 9
9. Public Notice
10. Recorded Lakeview Estates MPD

Background:

Request: This Future Land Use Map (FLUM) amendment has a companion Master Planned Development (MPD) Agreement amendment requesting the subject ±20-acre site be rezoned to permit General Commercial (COM-2) uses limited to a maximum height of 35 feet. Additionally, the COM-2 uses will be limited to not permit special exceptions for mini-warehouses, office warehouses, or self-storage on the site. The MPD amendment also requests changes to other tracts within the MPD which do not affect the FLUM amendment.

Michael Chiumento III of Chiumento Law, as agent for Matanzas GC Palm Coast LLC, is proposing to redesignate a ±20-acre portion of vacant land located on the east side of US Highway 1, approximately ±3,300 feet north of its intersection with Matanzas Woods Parkway from Greenbelt to Mixed Use in order for the applicant to develop a ±20-acre portion of Tract 9 for commercial uses.

Background: This property was previously developed and operated as part of the now defunct Grand Club Matanzas Golf Course, which permanently closed in 2007. At that time the property was zoned MPD with land designated as Greenbelt or Conservation. The current property owner purchased the former golf course in 2019. In January 2021, the City Council approved the Lakeview Estates Master Planned Development Agreement during a public hearing. The overall development (±280.6 acres) was assigned residential entitlements for 272 dwelling units under the Greenbelt designations density of one dwelling unit (du) per

acre, and ±8.3 acres of institutional uses (meeting the Public Semi-Public zoning district) on Tract 9 after an environmental assessment reduced ±4.3 acres of potential land to be conserved to ±0.2 acres.
Since then, the developer has received approvals for 200 single-family residential units in Tract 1; 12 single-family residential units scattered on Tract 1, 2, 4, and 7; and most recently 9 single-family residential units on Tract 10. This results in the overall project maintaining residential entitlements for 51 dwelling units. In 2024, the applicant requested the proposed FLUM amendment and companion MPD amendment. The proposed FLUM amendment would redesignate a ±20-acre portion of Tract 9 to Mixed Use. Mixed use allows a density of 15 du per acre. It is advisable to include a site-specific limiting policy to ensure that the FLUM amendment does not create more density for the overall development than currently permitted. With this in place, and the development of the 20-acre tract as commercial uses, the remaining overall density entitlement for the project will be 39 du per acre.

This application has taken a significant amount of time as staff waited on multiple resubmittals from the applicant in order to make a complete application. Staff had originally requested a Transportation Impact Analysis (TIA) for the FLUM amendment area, which the applicant has requested through City Administration the ability to defer submitting the TIA until the Technical Site Plan application to develop Tract 9 for commercial uses. In place of the analysis that the TIA would bring, the applicant has requested a site-specific limiting policy that caps the maximum daily trips of the subject area to what is currently allowed by the most intense use allowed in the Greenbelt FLUM designation.

Public Participation: The applicant hosted a neighborhood meeting as required by Unified Land Development Code (LDC) Section 2.05.02 at 5:30 p.m. Tuesday April 14th, 2026, in the cafeteria of Indian Trails Middle School. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting had approximately 125 attendees. Since then, staff has been contacted by several of the surrounding residents with clarifying questions about the applicant's requests.

Proposed Comprehensive Plan Text Amendment: To facilitate the requested map amendment while protecting infrastructure capacity, staff recommends the adoption of the following site-specific limiting policy to the Future Land Use Element (FLUE): **Policy 1.1.2.5** - For the 20-acre portion of Tract 9 of Lakeview Estates MPD, identified as Parcel ID No. 07-11-31-7037-0RP0A-0002 and legally described in Ordinance 2026- XX, designated as Mixed Use on the Future Land Use Map, development shall be subject to the following limitations:
1. **Intensity Cap:** Non-residential development shall generate no more than 1,815 PM Peak Hour trips, as determined by the latest edition of the ITE Trip Generation Manual and be capped in building height to no higher than 35 feet.
2. **Density Cap:** Residential density shall be capped to producing no more than one dwelling unit per acre.

Planning and Land Development Regulation Board Meeting: The Planning and Land Development Regulation Board (PLDRB) heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting. During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well.

10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site-specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:
STAFF RECOMMENDS THAT THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD (PLDRB) FIND APPLICATION #5576 CONSISTENT WITH THE COMPREHENSIVE PLAN AND RECOMMEND THAT CITY COUNCIL APPROVE THE FLUM AMENDMENT FROM GREENBELT TO MIXED USE, SUBJECT TO THE CONCURRENT ADOPTION OF FLUE POLICY 1.1.2.5 LIMITING THE SITE'S DEVELOPMENT POTENTIAL.

City Council
Public Hearing

Lakeview Estates
FLUM and MPD Amendment
AR # 5575 & 5576

Applicant Requests

Owner: Matanzas GC Palm Coast LLC

Applicant: Michael Chiumento III, Esq.
Chiumento Law, agent for owner

Site Size/Location:

- ±280.6 acres
- Generally located between 0.5 to 1.25 miles north of Matanzas Woods Parkway, west of Interstate 95, and east of US Highway 1

Requests:

- FLUM Amendment: From Greenbelt to Mixed Use for a ±20-acre portion of Tract 9 with a site-specific limiting policy capping the maximum PM peak hour trips, and the maximum density.
- Amend the Lakeview Estates MPD Development Agreement to modify permitted uses on Tracts: 3, 6, 7, 8, and 9; conditionally permit recreational vehicle garages for all tracts.

Palm Coast

Background

- This property was previously developed and operated as part of the now defunct Grand Club Matanzas Golf Course, which permanently closed in 2007. At that time the property was zoned MPD with land designated as Greenbelt or Conservation.
- The current property owner purchased the former golf course in 2019.
- In January 2021, the City Council approved the Lakeview Estates Master Planned Development Agreement during a public hearing. The overall development (±280.6 acres) was assigned residential entitlements for 272 dwelling units under the Greenbelt designations density of one dwelling unit (du) per acre, and ±8.3 acres of institutional uses.

PALM COAST

Future Land Use Map Designations – Existing vs. Proposed

Zoning Map and MPD Conceptual Site Plan (Depicting Tracts)

MPD AMENDMENT 06.16.25
SEE REVISED TRACT PLANS

PALM COAST

Public Participation/ Public Notice

- The applicant hosted a neighborhood on April 14, 2026, at 5:30 p.m. at Indian Trail Middle School's cafeteria, in which approximately 125 people attended.
- The FLUM and MPD Amendments have been legally advertised as required, and the applicant posted multiple placards dispersed over the subject property.

Lakeview Estates
Future Land Use Map Amendment
Analysis and Recommendation
AR # 5576

Future Land Use Map Amendment

Maximum Density/Intensity

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)

	# of Acres	Maximum Density[1]	Maximum # of units	Population (2.5 persons/dwelling unit) (3)
Proposed FLUM: Mixed Use	20	15 du/acre[2]	300	750
Current FLUM: Greenbelt	20	1 du/acre	20	50
NET CHANGE	0		280	700

Footnotes:

[1] Maximum densities are established by Comprehensive Plan Policy.

[2] This level of density is only achievable with a Master Planned Development zoning district.

[3] Population projection per dwelling unit established by Comprehensive Plan Policy.

TABLE 2 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (NON-RESIDENTIAL USE)

	# of Acres	Maximum FAR [1]	Maximum Sq. Ft.
Proposed FLUM: Mixed Use	20	0.55	479160
Current FLUM: Greenbelt	20	0.30	261360
NET CHANGE			217800

Footnotes:

[1] Maximum Floor Area Ratios are established by Comprehensive Plan Policy.

Note: The applicant does not propose using the 20-acre site for residential uses, these calculations are for theoretical maximums, and its unlikely the applicant to be able to develop to the maximum FAR of the Mixed Use FLUM. Their analysis discusses ±250,000 square feet of development. The FLUM amendment has a proposed site-specific limiting policy to cap maximum p.m. peak hour trips and the density of the site.

PALM COAST

Future Land Use Map Amendment

Public Facilities Impact Analysis

Table 3 Public Facilities Impact Analysis

Density[1]	# of units or square feet of development	Transportation (PHT)[2]	Potable Water (GPD)[3]	Sanitary Sewer (GPD)[4]	Solid Waste (lbs./capita/day)[5]	Recreation and Parks (8 acres/ 1000 pop.)[6]	Public Education (students)[7]	Stormwater Drainage[8]
Proposed FLUM designation								
Mixed Use (20 ac.) - Max Use FAR .55[9]	479160	39,823	81,457	47,916	--	--	--	--
	Total	39823	81,457	47,916	--	--	--	--
Current FLUM designation - Current FLUM designation assumes .30 FAR for uses permitted in Public/Semipublic (PSP) zoning (e.g. of permitted use - library, hospital, church, or school)**								
Greenbelt - Max FAR .30 (20 ac.)	261360	21,722	44,431	26,136	--	--	--	--
Net Change	**217800**	**18101**	**37026**	**21780**	--	--	--	--

Footnotes:

[1] Calculation of Intensity: Lot Size (acre)*FAR*43560.

[2] Transportation: Non-residential PM Peak Hour Trips (PHT), ITE Code 732: United States Post Office = 83.11/1000 sq. ft. (from ITE Manual, 12th Edition)

[2] Transportation: Non-residential PM Peak Hour Trips (PHT) = ITE Code 732: United States Post Office = 83.11/1000 sq. ft. (from ITE Manual, 12th Edition)

[3] Potable Water: Commercial = 17 gpd/100 sq. ft.

[4] Wastewater: Commercial = 10 gpd/100 sq. ft.

[5] Solid Waste: No Level of Service Requirement for Non-residential

[6] Recreation and Parks = No LOS Requirement for Non-residential

[7] Public Education Non-Residential = No LOS Requirement for Non-residential

[8] Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

PALM COAST

Future Land Use Map Amendment

Environmental Impact Analysis

- FLUM amendment will not negatively impact the local topography or prevent the proposed development permissible within the FLUM designation.
- A portion of the property within the Special Flood Hazard Area (SFHA) Zone A, project development on Tracts 8 and 9 will likely require establishing the Base Flood Elevation.
- Site is not within an aquifer recharge area or within a wellhead protection zone(s).
- No Master Site File indicating any historic or cultural assets on site.
- Protected and Endangered species were not observed in the Environmental Report, however, a listed species study will be required during Technical Site Plan to verify.

Future Land Use Map Amendment

Land Use Consistency Analysis

Future Land Use Map Amendment

Comprehensive Plan Consistency

- ***Policy 1.1.3.3 - compatibility with proximate uses and development patterns:***
  - Amending the ±20-acre site to Mixed Use is compatible with existing and on-going development patterns along the US-1 corridor near the Matanzas Woods Parkway intersection. The applicant's proposal to only designate a 20-acre portion of Tract 9 as Mixed Use.
  - The applicant's proposed MPD amendment proposes reducing the 150' View Protection Zone to 100' with enhanced vegetative screening for the existing residents living on London Drive.
- ***Policy 1.3.1.3 - The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available…:*** potable water and sanitary sewer lines are available. The applicant will be required to pay impact fees to connect and will be responsible for extending service on their property during development.

Palm Coast

Future Land Use Map Amendment

Comprehensive Plan Consistency

- ***Policy 5.1.3.2 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for potable water facilities and wastewater facilities where connection is available…:*** The FLUM Amendment is consistent with policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.
- ***Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available…:*** The FLUM Amendment is consistent with policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.

Palm Coast

Future Land Use Map Amendment

Site-Specific Limiting Policy

To facilitate the requested map amendment while protecting infrastructure capacity, staff recommends the adoption of the following site-specific limiting policy to the Future Land Use Element (FLUE):

Policy 1.1.2.5 - For the 20-acre portion of Tract 9 of Lakeview Estates MPD, identified as Parcel ID No. 07-11-31-7037-0RP0A-0002 and legally described in Ordinance 2026-XX, designated as Mixed Use on the Future Land Use Map, development shall be subject to the following limitations:

Intensity Cap: Non-residential development shall generate no more than 1,815 PM Peak Hour trips, as determined by the latest edition of the ITE Trip Generation Manual and be capped in building height to no higher than 35 feet.

Density Cap: Residential density shall be capped to producing no more than one dwelling unit per acre.

Future Land Use Map Amendment

Findings Summary

- Public facilities are available to accommodate the impact of the FLUM amendment,
- Environmental standards for development will need to be met,
- Requested FLUM designation is consistent with the surrounding land use and development pattern,
- Requested FLUM is appropriate on US -1,
- The FLUM amendment is consistent with various policies of the Comprehensive Plan

Future Land Use Map Amendment

PLDRB Meeting

- The Planning and Land Development Regulation Board (PLDRB) heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.
- During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.
- The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.
- The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

PALM COAST

Future Land Use Map Amendment

Recommendation

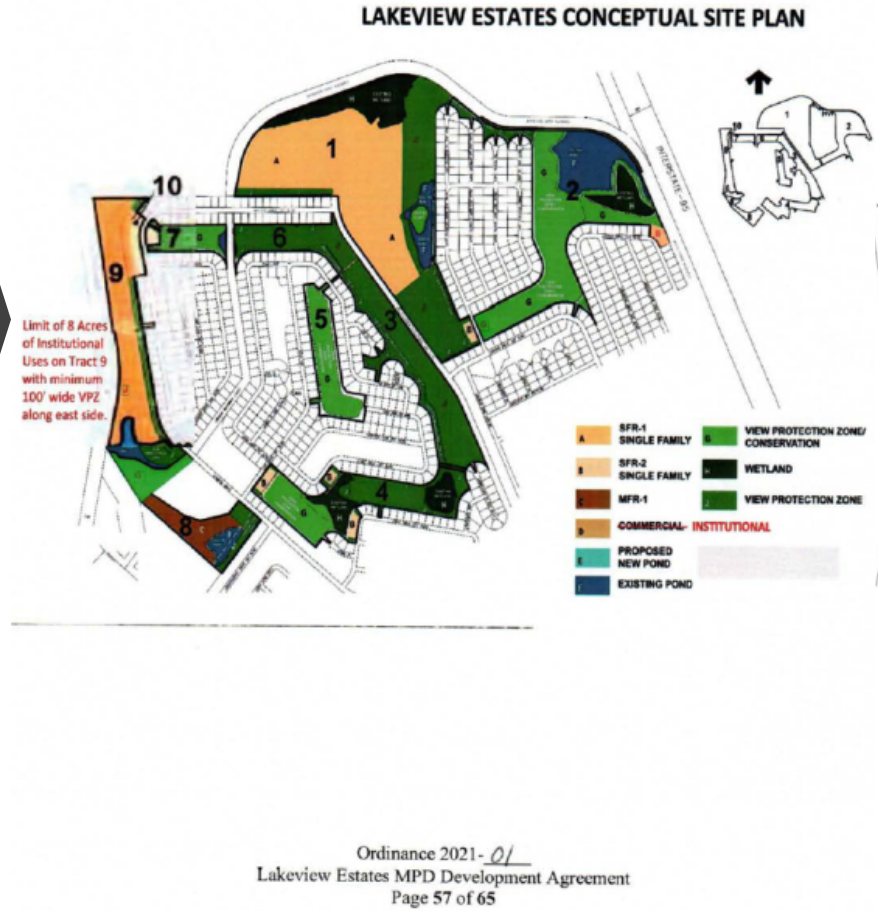
The Planning and Land Development Regulation Board recommends that City Council find Application #5576 consistent with the Comprehensive Plan and approve the FLUM amendment from Greenbelt to Mixed Use, subject to the concurrent adoption of FLUE Policy 1.1.2.5 limiting the site's developmental potential.

Lakeview Estates
Master Planned Development Amendment
Analysis & Recommendation
AR # 5575

Existing vs. Proposed

MPD Amendment

Tract Map Comparison



Ordinance 2021-01
Lakeview Estates MPD Development Agreement
Page 57 of 65

MPD AMENDMENT 06.16.25
SEE REVISED TRACT PLANS

PALM COAST

MPD Amendment

Project Amendments

The property owner using clustering provisions of the LDC, the overall acreage of the project, and a field verified conservation area of ±0.2 acres ended up with residential entitlements of ±272 dwelling units (du). To date, 221 lots have received varying levels of approval (Preliminary and Final plats) between Tracts 1, 2, 4, 7, and 10 resulting in the project retaining 51 residential entitlements. The applicant's requested MPD DA Amendment relies on the potential approval of their requested FLUM amendment and has the effect of reducing the remaining residential entitlements from 51 du to 39 du due to the planned development of ±20 acres of COM-2 uses on Tract 9.

- The applicant is proposing to site the remaining 39 residential entitlements on Tract 3, these lots will likely be designed to be ±10,000 square feet or larger to make use of their proposed language for recreational vehicle garages, but at a minimum size lots meeting the Unified Land Development Code (LDC) requirements of the SFR-2 zoning district, which requires 7,500-square-foot lots which are compatible with the existing platted single-family residential lots found on nearby Lee Drive.
- The DA provides language for siting additional stormwater retention ponds in Tracts 3, 6, and 7, which supports the City's recent effort to add additional stormwater retention in the area by vacating Learning Lane and Leaf Lane.
- The applicant is also requesting to amend the allowed use on tract 8 to convey the City a site for a future City park at no cost and not subject to park impact fee credits.

MPD Amendment

View Protection Zones – LDC Sec. 3.03.04(J)

The term and utilization of VPZ was established within the Lakeview Estates MPD DA that was adopted in 2021 to be consistent with the Land Development Code regulations related to development in former GCC Districts.

Section 3.03.04(J) of the LDC provides the following redevelopment criteria:

J. *Existing golf course communities. Existing golf courses communities located within the former Golf Course Communities (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development (MPD) District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.*

1. *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.*

2. *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*

3. *Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.*

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MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

A. *The proposed development must not be in conflict with or contrary to the public interest;*
B. *The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*
C. *The proposed development must not impose a significant financial liability or hardship for the City;*
D. *The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*
E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

PALM COAST

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

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The proposed MPD amendment ultimately would reduce the remaining residential entitlements from 51 to 39 remaining du on the subject property as ±20 acres would be slotted for commercial development adjacent to US Highway 1.
- The conveyance of Tract 8 as a City park site without requiring the City to buy the land or for park impact fee credits is a benefit to the neighborhood.
- The proposed residential uses on Tract 3 adjacent to Lakeview Boulevard are likely the most significant impact to the surrounding neighborhood; however, the minimum sizes of the proposed residences would match the existing residential neighborhood's zoning of SFR-2.
- The applicant's request to be able to site recreational vehicle garages as an accessory use on any residential lot 10,000 or more square feet has the potential to reduce the need of residents with recreational vehicles or boats from having to utilize private off-site storage options.
- The neighborhood meeting did have ±125 individuals attend, so there is clearly a vested interest by the public in the proposed MPD DA amendment; however, due to the nature of the neighborhood meeting and its technical limitations, it is difficult to gauge consensus on the public's interest.

Palm Coast

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

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

The request is consistent with the Comprehensive Plan. However, its staff's opinion that the applicant's request is not totally consistent with the following sections of the Unified Land Development Code (LDC):

- ***Section 3.03.04.J.1.*** *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.*
- ***Section 3.03.04.J.2.*** *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*

Palm Coast

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

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- Potable water and sewer services are available to serve the project.
- Through the development review process, further analysis of the development impact on public infrastructure will be completed.

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;

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The project already has approved residential entitlements to support a total of 272 du on the site. The proposed MPD Amendment reduces the overall density of the project area by reducing the residential entitlements 260 units. At this time 221 residential entitlements have been used. Additionally, it provides land for a public park site, and language to require emergency access to US Highway 1.
- At this time the proposed amendment does not create by itself an unreasonable hazard; however, during the platting process, City review staff shall evaluate the proposed project to ensure compliance with all applicable code requirements.

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

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The subject property will be required to comply with the MPD Development Agreement, City's Land Development Code (LDC), Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

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

B. Consistency with the general intent of the LDC.

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

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

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.

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

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MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis (continued)

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

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.

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

J. Impact upon the environment or natural resources.

K. Impact on the economy of any affected area.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed application remains consistent with and will further the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The development standards in the MPD remain generally consistent with the standards established by the LDC.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed changes will not cause the MPD Agreement to further depart from customary standards in the LDC.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed uses are similar to existing developments. The neighborhood of the Matanzas Woods area includes SFR-1, SFR-2, SFR-3 and MFR-1 zoning districts. The proposed development is compatible with those zoning districts. In addition, a neighborhood park is compatible with the residential uses found in the area. The height limitation on tract 9 and enhanced vegetative buffers within the VPZ areas help to ensure compatibility with the existing neighborhood. Furthermore, staff's VPZ recommendation helps to ensure compatibility with adjacent existing properties.

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.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- As required by the LDC, future development applications will be analyzed in further detail to determine if there is adequate public infrastructure capacity to serve the development. Other public service needs will also be reviewed in more detail as the development review progresses. For example, future applications for development will require further environmental analysis, utility agreements, coordination with Flagler Schools, etc. before approval. The subject project will be required to pay applicable impact fees to accommodate its impact on the public infrastructure and services.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The developer has not shown any specific phasing of the project. However, various tracts within the MPD are situated where they can adequately be developed independently through the platting process.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The applicant previously submitted a Transportation Impact Study when the application was heard in 2021 that demonstrated that all roadways within the study area with the project's traffic included will operate at the City's adopted level of service. This amendment reduces the overall density of the MPD and the applicant has requested a site-specific limiting policy to cap the amount of traffic on Tract 9 to what is currently allowed. The applicant did not provide an updated Transportation Impact Analysis (TIA) with this application after making a request to City Administration, so staff is unable to evaluate the proposed distribution on US Highway 1 for the ±20-acre commercial site. An updated TIA shall be required during the Technical Site Plan stage of Tract 9's commercial development for further review.

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.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The MPD DA amendment reduces residential density, provides additional stormwater, a City park site without cost to the City, and commercial uses along US Highway 1's expanding commercial corridor which could ultimately reduce trip ends to other areas of the City when developed. This project is consistent with the requirements of an MPD to provide a public benefit.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The request adds more commercially designated land to the City and results in a minor reduction of density of the MPD. The proposed uses are similar to the existing residential neighborhood and do not request a reduction in lot sizes from the existing adjacent neighborhood. The proposed height limitation helps ensure compatibility with the existing residential land uses, and although the VPZ areas are reduced in width from the approved MPD DA, the language for enhanced vegetative screening helps buffer existing land uses from those within the MPD.

J. Impact upon the environment or natural resources.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The landowners will be required to submit all applicable environmental reports or studies as required by the LDC during subsequent development. These studies will include environmental resource assessments, cultural resources, soil and groundwater analyses, stormwater calculations, floodplain analysis, and threatened and endangered species studies as applicable during the site plan or platting process for any new project within the MPD.

K. Impact on the economy of any affected area.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The residents that will inhabit these new homes will have a positive impact on State and local income including permit and impact fees, taxes, and other sources. The project will also provide a significant number of constructions jobs, which should have a positive direct and indirect impact on the local economy. Further the applicant's analysis of the commercial development at Tract 9 estimates that ±250,000 gross square feet could be developed which will enhance the City's nonresidential tax base.

MPD Amendment

Findings Summary

- Public facilities are available to accommodate the impact of the MPD amendment,
- The requested MPD amendment meets the developmental criteria of LDC Sections 2.05.05 and 2.09.04,
- The requested MPD amendment is generally consistent with the Comprehensive Plan and Unified Land Development Code.

MPD Amendment
PLDRB

- The Planning and Land Development Regulation Board (PLDRB) heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.

- During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

- The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

- The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

PALM COAST

MPD Amendment Recommendation

The Planning and Land Development Regulation Board recommends that the City Council finds the proposed MPD Amendment (Application No. 5575) not consistent with the Comprehensive Plan and deny the application.

Next Steps

- The developer will be required to submit for a Technical Site Plan application prior to developing Tract 9 and will need to plat Tract 3.
- Depending on the gross square footage of development on Tract 9, it may be required to come back to either the PLDRB or City Council.

Staff is available for any questions and the applicant's team is in attendance.

Thank you.

ORDINANCE 2026-_____
COMPREHENSIVE PLAN AMENDMENT TO LAKEVIEW ESTATES
APPLICATION 5576

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2050 COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO SECTION 163, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR A ±20 ACRE PORTION OF TRACT 9 OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 07-11-31-7037-0RP0A-0002, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 1 APPROXIMATELY ±3,300 FEET NORTH OF ITS INTERSECTION WITH MATANZAS WOODS PARKWAY AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A, FROM GREENBELT TO MIXED USE AND AMENDING THE FUTURE LAND USE ELEMENT PROVIDING A SITE-SPECFIC LIMITING POLICY CAPPING DENSITY AND INTENSITY; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2025-06, adopting the City *of Palm Coast 2050 Comprehensive Plan* which includes the City of Palm Coast Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, MATANZAS GC PALM COAST LLC, a Florida limited liability company ("Owner") is the Owner of the property further described in "Exhibit A"; and

WHEREAS, the Owner is has requested to amend the future land use designation of the property described in Exhibit A from City of Palm Coast Future Land Use Designation of Greenbelt to City of Palm Coast Future Land Use Designation of Mixed Use; and

WHEREAS, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City's Local Planning Agency, considered the proposed map amendments at a public hearing on May 20, 2026, and voted to recommend Approval of the proposed Comprehensive Plan Amendment; and

WHEREAS, on September 1, 2026, and October 20, 2026 the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendments adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's *Comprehensive Plan*; and

WHEREAS, the City Council of the City of Palm Coast hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Council of the City of Palm Coast finds that this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Palm Coast.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council of the City of Palm Coast.

SECTION 2. FUTURE LAND USE MAP AMENDED. The ±20-acre portion of Tract 9 of certain real property described as tax parcel identification number 07-11-31-7037-0RP0A-0002, generally located on the east side of US Highway 1 approximately ±3,300 feet north of its intersection with Matanzas Woods Parkway and being more particularly described in attached Exhibit A, is hereby amended from the City of Palm Coast Future Land Use Designation of Greenbelt to the City of Palm Coast Future Land Use Designation of Mixed Use.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provision of the Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of

the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on the first reading after due public notice and hearing this 1st day of September, 2026.

ADOPTED on the second reading after due public notice and hearing this 20th day of October, 2026.

ATTEST:

_____
KALEY COOK, CITY CLERK

CITY OF PALM COAST, FLORIDA

_____
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachment:
Exhibit “A” – Legal Description
Exhibit “B” – Amended Future Land Use Map

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF RESEVED PARCEL "C", LAKEVIEW – SECTION 37 PALM COAST PARK AT PALM COAST, AS RECORDED IN MAP BOOK 13, PAGES 1 THROUGH 29 INCLUSIVE, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF SAID RESERVED PARCEL "C" (SAID POINT BEING LOCATED ON THE EASTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY NO. 1, A VARIABLE WIDTH PUBLIC RIGHT–OF–WAY); THENCE DEPARTING SAID RIGHT–OF–WAY LINE ALONG THE NORTHERLY LINE OF SAID PARCEL "C", NORTH 89°26'28" EAST FOR A DISTANCE OF 338.33 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 09°19'20" EAST FOR A DISTANCE OF 461.65 FEET TO A NON–TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 34.59 FEET, A RADIUS OF 430.06 FEET, A CENTRAL AGLE OF 04°36'28", A CHORD BEARING OF SOUTH 07°15'28" EAST AND A CHORD LENGTH OF 34.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09°33'42" EAST FOR A DISTANCE OF 297.51 FEET; THENCE NORTH 80°26'17" EAST FOR A DISTANCE OF 125.00 FEET TO THE WESTERLY RIGHT–OF–WAY LINE OF LONDON DRIVE, A 60–FOOT WIDE PUBLIC RIGHT–OF–WAY PER SAID PLAT OF LAKEVIEW SECTION 37; THENCE ALONG SAID RIGHT–OF–WAY LINE SOUTH 09°34'33" EAST FOR A DISTANCE OF 6.16 FEET; THENCE DEPARTING SAID RIGHT–OF–WAY LINE SOUTH 80°26'17" WEST FOR A DISTANCE OF 225.00 FEET; THENCE SOUTH 09°33'43" EAST FOR A DISTANCE OF 1640.61 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 261.00 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 18°07'34", A CHORD BEARING OF SOUTH 18°37'30" EAST AND A CHORD DISTANCE OF 259.91 FEET TO A NON–TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID LINE SOUTH 78°45'33" WEST FOR A DISTANCE OF 524.16 FEET TO THE AFOREMENTIONED EASTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG SAID RIGHT–OF–WAY LINE FOR THE FOLLOWING FIVE (5) COURSES; THENCE NORTH 09°59'31" EAST FOR A DISTANCE OF 128.08 FEET; THENCE SOUTH 89°43'01" WEST FOR A DISTANCE OF 5.08 FEET; THENCE NORTH 09°59'31" EAST FOR A DISTANCE OF 253.32 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 655.07 FEET, A RADIUS OF 2030.05 FEET, A CENTRAL ANGLE OF 18°29'19", A CHORD BEARING OF NORTH 00°44'52" EAST AND A CHORD DISTANCE OF 652.23 FEET TO A POINT OF TANGENCY; THENCE NORTH 08°29'47" WEST FOR A DISTANCE OF 179.58 FEET; THENCE SOUTH 81°30'12" WEST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 08°29'47" WEST FOR A DISTANCE OF 1583.88 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

EXHIBIT B
AMENDED FUTURE LAND USE MAP

COMMUNITY DEVELOPMENT DEPARTMENT
COMPREHENSIVE PLAN AMENDMENT STAFF REPORT
CITY COUNCIL
PUBLIC HEARING ON SEPTEMBER 1, 2026

OVERVIEW

Application Number:	5576
Applicant:	Michael Chiumento III, Esq. Chiumento Law, agent for owner
Property Description:	The east side of US Highway 1, approximately ±3,300 feet north of its intersection with Matanzas Woods Parkway
Property Owner:	Matanzas GC Palm Coast LLC
Parcel ID #:	07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011
Current FLUM:	Greenbelt
Current Zoning:	Lakeview Estates Master Planned Development (MPD) – Tract 9
Current Use:	Vacant
Size of Property:	±280.6 acres Overall (±32.5 acres Tract 9)
Requested Action:	Future Land Use Map (FLUM) amendment from the Greenbelt land use designation to the Mixed Use land use designation for a ±20-acre portion of Tract 9 with a site specific limiting policy capping the maximum PM peak hour trips, and the maximum density.

ANALYSIS

REQUESTED ACTION

This Future Land Use Map (FLUM) amendment has a companion Master Planned Development (MPD) Agreement amendment requesting the subject ±20-acre site be rezoned to permit General Commercial (COM-2) uses limited to a maximum height of 35 feet. Additionally, the COM-2 uses will be limited to not permit special exceptions for mini-warehouses, office warehouses, or self-storage on the site. The MPD amendment also requests changes to other tracts within the MPD which do not affect the FLUM amendment.

Michael Chiumento III of Chiumento Law, as agent for Matanzas GC Palm Coast LLC, is proposing to redesignate a ±20-acre portion of vacant land located on the east side of US Highway 1, approximately ±3,300 feet north of its intersection with Matanzas Woods Parkway from Greenbelt to Mixed Use in order for the applicant to develop a ±20 acre portion of Tract 9 for commercial uses.

BACKGROUND/SITE HISTORY

This property was previously developed and operated as part of the now defunct Grand Club Matanzas Golf Course, which permanently closed in 2007. At that time the property was zoned MPD with land designated as Greenbelt or Conservation. The current property owner purchased the former golf course in 2019. In January 2021, the City Council approved the Lakeview Estates Master Planned Development Agreement during a public hearing. The overall development (±280.6 acres) was assigned residential entitlements for 272 dwelling units under the Greenbelt designations density of one dwelling unit (du) per acre, and ±8.3 acres of institutional uses

(meeting the Public Semi-Public zoning district) on Tract 9 after an environmental assessment reduced ±4.3 acres of potential land to be conserved to ±0.2 acres.

Since then, the developer has received approvals for 200 single-family residential units in Tract 1; 12 single-family residential units scattered on Tract 1, 2, 4, and 7; and most recently 9 single-family residential units on Tract 10. This results in the overall project maintaining residential entitlements for 51 dwelling units.

In 2024, the applicant requested the proposed FLUM amendment and companion MPD amendment. The proposed FLUM amendment would redesignate a ±20-acre portion of Tract 9 to Mixed Use. Mixed use allows a density of 15 du per acre. It is advisable to include a site specific limiting policy to ensure that the FLUM amendment does not create more density for the overall development than currently permitted. With this in place, and the development of the 20-acre tract as commercial uses, the remaining overall density entitlement for the project will be 39 du per acre.

This application has taken a significant amount of time as staff waited on multiple resubmittals from the applicant in order to make a complete application. Staff had originally requested a Transportation Impact Analysis (TIA) for the FLUM amendment area, which the applicant has requested through City Administration the ability to defer submitting the TIA until the Technical Site Plan application to develop Tract 9 for commercial uses. In place of the analysis that the TIA would bring, the applicant has requested a site specific limiting policy that caps the maximum daily trips of the subject area to what is currently allowed by the most intense use allowed in the Greenbelt FLUM designation.

The applicant hosted a neighborhood meeting as required by Unified Land Development Code (LDC) Section 2.05.02 at 5:30 p.m. Tuesday April 14th, 2026, in the cafeteria of Indian Trails Middle School. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting had approximately 125 attendees. Since then, staff has been contacted by several of the surrounding residents with clarifying questions about the applicant's requests.

DENSITY/INTENSITY AND POPULATION

Note: The analysis for comprehensive plan map amendments takes into consideration the maximum development potential under the current and proposed FLUM categories and represent the theoretical maximum development potential within the land use category.

The tables below show a comparison should the project area be zoned and developed for residential or nonresidential use between the current future land use designation of Greenbelt and the proposed future land use designation of Mixed Use. It is unlikely for the theoretical maximum in either residential density or nonresidential intensity to be achieved as the current existing MPD Development Agreement (DA) does not permit residential development as a use type and the maximum height is limited to 35 feet, which may affect some nonresidential uses from being able to go vertical.

The maximum residential development potential is depicted in Table 1. Greenbelt allows a maximum density of 1 du per acre. Therefore, the 20-acre portion of Tract 9 allows for maximum density of 20 du. As the Mixed Use designation allows for up to 15 du per acre, which could create an additional residential unit entitlement of 280 du, staff recommends a site specific limiting policy that caps the residential density to a maximum of 1 du per acre (as currently allowed under Greenbelt).

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)				
	# of Acres	Maximum Density[1]	Maximum # of units	Population (2.5 persons/dwelling unit) (3)
Proposed FLUM: Mixed Use	20	15 du/acre[2]	300	750
Current FLUM: Greenbelt	20	1 du/acre	20	50
NET CHANGE	0		280	700

Footnotes:

[1] Maximum densities are established by Comprehensive Plan Policy.

[2] This level of density is only achievable with a Master Planned Development zoning district.

[3] Population projection per dwelling unit established by Comprehensive Plan Policy.

Table 2 depicts the maximum nonresidential potential based on the existing Greenbelt future land use designation and the proposed Mixed Use future land use designation. Greenbelt allows a maximum floor area ratio of 0.30, while Mixed Use allows a maximum floor area ratio of 0.55. This indicates a theoretical net increase of 217,800 square feet of developable intensity.

TABLE 2 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (NON-RESIDENTIAL USE)			
	# of Acres	Maximum FAR [1]	Maximum Sq. Ft.
Proposed FLUM: Mixed Use	20	0.55	479160
Current FLUM: Greenbelt	20	0.30	261360
NET CHANGE			217800

Footnotes:

[1] Maximum Floor Area Ratios are established by Comprehensive Plan Policy.

PUBLIC FACILITIES AVAILABILITY /IMPACT ANALYSIS (BASED ON THEORETICAL YIELD OF MAXIMUM DEVELOPMENT POTENTIAL)

Objective 1.1.3-Evaluation of Amendments to the FLUM

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.2 - At a minimum, infrastructure availability and capacity, specified as follows, shall be considered when evaluating proposed FLUM amendments:

A. *Existing and future capacity of roadways based on functional classifications and best available data for traffic modeling. For the purposes of evaluating capacity, roadway improvements programmed in the FDOT 5-year Work Plan or listed in either the City or the County 5-year Capital Improvement Program shall be considered.*
B. *Large-scale, high-intensity commercial projects shall be concentrated at intersections of the following arterials*
C. *Existing and future availability and capacity of central utility systems.*
D. *Availability and capacity of receiving watercourses and drainage systems to convey design storm events.*

PUBLIC FACILITIES CAPACITY/IMPACT ANALYSIS

The analysis for comprehensive plan map amendments takes into consideration the theoretical maximum development potential under the current and proposed land use category and represents the theoretical maximum development potential within the existing and proposed land use categories. Based on an analysis of the development potential under the existing and proposed FLUM, the proposed amendment will result in an increase on the potential impact on public facilities (transportation, water, and sewer). Once a specific development is proposed for the site, a more detailed review of the development impacts on public facilities will be conducted.

Table 3 Public Facilities Impact Analysis

Density[1]	# of units or square feet of development	Transportation (PHT)[2]	Potable Water (GPD)[3]	Sanitary Sewer (GPD)[4]	Solid Waste (lbs./capita/day)[5]	Recreation and Parks (8 acres/ 1000 pop.)[6]	Public Education (students)[7]	Stormwater Drainage[8]
Proposed FLUM designation								
Mixed Use (20 ac.) - Max Use FAR .55[9]	479160	39,823	81,457	47,916	--	--	--	--
	Total	39823	81,457	47,916	--	--	--	--
Current FLUM designation - Current FLUM designation assumes .30 FAR for uses permitted in Public/Semipublic (PSP) zoning (e.g. of permitted use - library, hospital, church, or school)**								
Greenbelt - Max FAR .30 (20 ac.)	261360	21,722	44,431	26,136	--	--	--	--
Net Change	**217800**	**18101**	**37026**	**21780**	--	--	--	--

Footnotes:

*[1] Calculation of Intensity: Lot Size (acre)*FAR*43560.*
[2] Transportation: Non-residential PM Peak Hour Trips (PHT), ITE Code 732: United States Post Office = 83.11/1000 sq. ft. (from ITE Manual, 12th Edition)
[2] Transportation: Non-residential PM Peak Hour Trips (PHT) = ITE Code 732: United States Post Office = 83.11/1000 sq. ft. (from ITE Manual, 12th Edition)
[3] Potable Water: Commercial = 17 gpd/100 sq. ft.
[4] Wastewater: Commercial = 10 gpd/100 sq. ft.
[5] Solid Waste: No Level of Service Requirement for Non-residential
[6] Recreation and Parks = No LOS Requirement for Non-residential
[7] Public Education Non-Residential = No LOS Requirement for Non-residential
[8] Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

The results of the net impact analysis are shown on Table 3, and are summarized below:

Transportation

The proposed FLUM amendment to Mixed Use from Greenbelt for the 20-acre site will have a potential maximum increase of 18,101 P.M. peak hour trips based on the theoretical maximum floor area ratio (FAR) and the most intense land use found under the Institute of Traffic Engineers (ITE) Trip Generation Manual 12th Edition, land use type 732: *United States Post Office*. ITE Land Use Type yields a maximum 83.11 P.M. peak hour trip per 1,000 square feet. This land type use is allowed in both the PSP and COM-2 land uses. The reason for the difference between the existing and proposed FLUM designations is that the Mixed Use FLUM designation allows a FAR of 0.55, while the Greenbelt FLUM designation allows a maximum FAR of 0.30.

Normally at this stage an application proposing over 1,000 daily trips or 100 p.m. peak hour trips would have to include a Transportation Impact Analysis (TIA) with their application. The TIA analyzes the potential impact of the trips distributed across the right-of-way system. The applicant requested to the City Administration that the project be allowed to proceed with the application without this document. Due to that City staff and Florida Department of Transportation staff were unable to review and analyze the requested TIA for this staff report. Instead based on City Administration determination this document is being deferred until the project is ready to submit a potential Technical Site Plan application as the applicant has not finalized what kind of uses that they plan to develop. As a means to minimize the potential traffic impact to US-1 of the FLUM amendment, the applicant proposed a site specific limiting policy capping the maximum daily trips of the site to the maximum amount allowed under the Greenbelt FLUM designation.

Potable Water

The City's analysis for nonresidential potable water at this stage is based on a rate of 17 gallons per day (GPD) divided by every 100 square feet of development. Since the FAR for the Mixed Used FLUM designation is 0.55 as opposed to the Greenbelt's FAR limit of 0.3, the proposed FLUM amendment will have a potential maximum net increase in demand for potable water of ±0.037 million gallons per day (MGD). As part of the Technical Site Plan review process, the property owner and/or developer will need to coordinate with the City of Palm Coast Utility Department to determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service. The potential approval of the FLUM amendment does not create a reservation of capacity, as that is typically handled at the Technical Site Plan stage based on the actual need for a proposed development.

Wastewater

The City's analysis for nonresidential potable water at this stage is based on a rate of 10 (GPD) divided by every 100 square feet of development. The proposed FLUM amendment will have a potential maximum net increase in demand for sanitary sewer treatment of ±0.0218 MGD. As part of the technical site plan review process, the property owner and/or developer will need to coordinate with the City of Palm Coast Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service. The potential approval of the FLUM amendment does not create a reservation of capacity, as that is typically handled at the Technical Site Plan stage based on the actual need for a proposed development.

Solid Waste

There is no LOS requirement for solid waste for non-residential development since the developer will be required to provide their own solid waste provider.

Public Recreation and Open Space

There is no projected demand from the proposed amendment since it is likely to be developed for non-residential uses.

Public Schools

There is no projected demand from the proposed amendment since it is likely to be developed for non-residential uses.

Stormwater

N/A. Stormwater treatment facilities are reviewed for consistency with the adopted level of service (LOS) during Technical Site Plan review.

ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS

Objective 1.1.3-Evaluation of Amendments to the FLUM

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.1- At a minimum, the following environmental factors shall be evaluated each time FLUM amendments are proposed:

A. Topography and soil conditions including the presence of hydric soils.
B. Location and extent of floodplains and the Coastal Planning Area, including areas subject to seasonal or periodic flooding.
C. Location and extent of wetlands, certain vegetative communities, and protected wildlife species.
D. Location and extent of other environmentally sensitive features.
E. Proximity to wellfields and aquifer recharge areas.
F. Impacts to potable water supply.

A. TOPOGRAPHY AND SOIL CONDITIONS

The analysis area is vacant and vegetated. The area is a former golf course fairway. The site is bounded by US-1 to the west, and a residential neighborhood commonly known as the "L" section of Palm Coast. According to the Environmental report dated April 2021 by Atlantic Ecological Services, LLC., the subject area for Tract 9 does contain ±0.02 acres of jurisdictional wetlands, ±1.86 acres of isolated wetlands, and ±4.62 acres of surface water. The wetlands detailed in the applicant's environmental assessment reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual). Further description of these features may be found in the Section C. Vegetative Communities.

As detailed within the Environmental report, the *Soils Map* indicates the following soil types within the site: 11 - Myakka fine sand; 13 – Immokalee fine sand; 8 – Hicoria, Riviera, and Gator soils, depressional; 29 - Udarents; moderately wet, and 30 – Pits.

Analysis: There are no indicators of unique topographical reliefs or soils that would be affected by the FLUM change.

FINDING: It is not anticipated that the proposed FLUM change from Greenbelt to Mixed Use will negatively impact the local topography or prevent the proposed development permissible within the FLUM designation.

B. FLOODPLAINS

Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) source indicates that portions of the subject property lie within a Special Flood Hazard Area (SFHA) with

"A" Zone designation. Portions of the properties lie outside of the SFHA and has a designation of a "X" Zone.

Analysis: Compensatory storage will be required for any floodplain impacts as well as a Letter of Map Change to establish a Base Flood Elevation during the Technical Site Plan application prior to development.

FINDING: It is not anticipated that the proposed FLUM change will negatively impact the function of a SFHA as compensatory storage will be required.

C. VEGETATIVE COMMUNITIES

According to the Environmental report, the uplands onsite are classified as a mix of golf course – remnant (FLUCCS 182) and pine flatwoods (FLUCCS 411). The area not formerly maintained as the golf course area include: A canopy that is dominated by slash pine (Pinus elliottii) with some Chinese tallow (Sapium sebiferum), live oak (Quercus virginiana), laurel oak (Quercus laurifolia), and loblolly bay (Gordonia lasianthus) located within the uplands, but at much less coverage. The understory is dominated by a thick cover of saw palmetto (Serenoa repens). Other species found, but at a much lesser extent, include wax myrtle (Myrica cerifera), gallberry (Ilex glabra), yaupon holly (Ilex vomitoria), bushy broom grass (Andropogon glomeratus), blackberry (Rubus spp.), Greenbriar (Smilax spp.), Bahia grass (Paspalum notatum), cogon grass (Imperata cylindrica), and bracken fern (Pteridium aquilinum). The remnant fairways, greens, and associated components of the derelict Matanzas Golf Course include a mix of turf grass, ruderal weeds, landscape plants and trees, parking, and associated structures.

Analysis: As mentioned in the topography section, there are some wetlands located on the site and any impacts will need to be permitted through St. Johns River Water Management District (SJRWMD) and/or the Florida Department of Environmental Protection (FDEP).

FINDING: It is not anticipated that the proposed FLUM amendment will negatively affect the vegetative communities. During the Technical Site Plan phase of development, the developer will be required to submit a threatened and endangered species report and wetland delineation with UNAM scores.

D. PROTECTED SPECIES DISTRIBUTION/ WILDLIFE UTILIZATION

The submitted environmental report states that no gopher tortoise burrows were observed on-site; however, that the potential existence of gopher tortoise burrows exists within the uplands. A 100 percent gopher tortoise survey by a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent will be required 90 days prior to construction. If any gopher tortoise burrows are observed onsite, additional gopher tortoise permitting, and relocation may be required. The Environmental report further states that the following animals have a low to high likelihood of occurrence: American alligator, Kirtland's warbler, Eastern indigo snake, Little blue heron, Tri-colored heron, Southeastern American kestrel, Gopher tortoise, Florida sandhill crane, Southern bald eagle, Wood stork, Florida black bear.

Analysis: While the applicant's submitted environmental report did not observe any of the listed species, it states that there is potential for the listed wildlife species to utilize the property. It is interconnected to other vacant land making the site easier to access for some of the listed species. Wildlife utilization may change over time due to various factors. To ensure that the referenced species and any potentially occurring species in the future, the Unified Land Development Code (Section 10.04.03.A, LDC) requires that a listed

species study is performed by a Qualified Environmental Professional (QEP) during the technical site plan application. Further, a study is valid for one year for the property that was investigated to capture any changes in wildlife utilization.

FINDING: The proposed FLUM amendment will not change the need to relocate any potential gopher tortoise discovered prior to any development activities or need for the listed species study. These needs remains no matter the FLUM designation and are required prior to any site clearing.

E. GROUNDWATER RESOURCE PROTECTION

According to City maintained data, the nearest production well is not within 500 feet of the site. The site is not located within the Secondary Protection Zone or the Primary Protection Zone as defined by Section 10.03.02.B, LDC.

Analysis: The amendment is not within an aquifer recharge area or within a wellhead protection zone(s).

FINDING: The proposed land use change is not anticipated to impact groundwater resources.

F. HISTORICAL RESOURCES

A preliminary review of the Florida Master Site File (FMSF) was completed through the Division of Historical Resources (DHR) and the State Historic Preservation Officer (SHPO) for the subject property and included with the applicant's environmental report. One known archaeological resource and one resource group were adjacent to the subject property. US Highway 1 (FL00291) is listed as a linear resource by DHR. No significant impacts to US Highway 1 are anticipated. Davis' Store (FL00248) is listed as an archaeological resource. This resource was identified as part of the Palm Coast Park DRI. The resource is no longer in existence and is not eligible for further evaluation.

Analysis: As there were not any FMSFs found on site, it is unlikely that the proposed FLUM amendment will impact any historical or cultural resources.

FINDING: Any finding of architectural and cultural resources during the site plan review or construction process will require compliance with LDC and state rules for protecting such resources including stopping construction while further investigation is conducted.

LAND USE COMPATIBILITY ANALYSIS

Policy 1.1.3.3 – At a minimum, compatibility with proximate uses and development patterns shall be considered when evaluating proposed FLUM amendments. "Compatibility" shall be as defined in Section 163.3164(9), Florida Statutes.

A. This policy shall not be construed to mean that different categories of uses are inherently incompatible. This policy is intended to promote the use of transitional areas where densities and intensities can be appropriately scaled.

B. Buffers are encouraged as an effective means of transition between areas where there is a greater difference between densities and intensities of the existing and proposed developments.

C. Impacts to the health, safety, and welfare of surrounding residents shall be considered.

D. An analysis shall be conducted of the proposed development, and how that will interface with existing abutting development, if approval is granted.
E. Neighborhood character shall be preserved and promoted by working toward maintaining

Surrounding Future Land Use Map Designations:
North: DRI-Mixed Use; Conservation; Agriculture & Timberlands (Flagler County)
South: Residential
East: Residential; Greenbelt; Agriculture & Timberlands (Flagler County)
West: DRI-Mixed Use

Surrounding Zoning Districts:
North: PSP; COM-2; Rural Estate (EST-2); MPD; Agriculture (Flagler County)
South: Single-Family Residential (SFR) Zones 1-3; Preservation; Heavy Commercial (COM-3)
East: SFR-2; SFR-3
West: MPD

Surrounding Property Existing Uses:
North: Self-storage; residential; warehouse; vacant lands
South: Residential
East: Residential, Interstate 95
West: Residential, US Highway 1

The proposed project area is adjacent to the east side of US-1. The existing developmental pattern following US-1 has land designated mixed-use adjacent to the US-1 right-of-way. Further given the increased residential development in the area, the potential expansion of commercial uses that the applicant intends with the proposed language within their companion MPD amendment application would potentially reduce longer trip ends for nearby residents to access commercial uses when developed.

CONSISTENCY WITH COMPREHENSIVE PLAN

In addition to being consistent with Objective 1.1.3 and Policy 1.1.3.3 which establishes the criteria for review of Future Land Use Map Amendments as provided in the previous section. The proposed amendment is consistent with the following policies in the Comprehensive Plan:

Policy 1.1.3.3 *– At a minimum, compatibility with proximate uses and development patterns shall be considered when evaluating proposed FLUM amendments.*

A. This policy shall not be construed to mean that different categories of uses are inherently incompatible. This policy is intended to promote the use of transitional areas where densities and intensities can be appropriately scaled.

Analysis: As discussed in the section titled "Land Use Compatibility Analysis", the proposed designation of the subject property to Mixed Use is compatible with existing and on-going development patterns along the US-1 corridor near the Matanzas Woods Parkway intersection. The applicant's proposal to only designate a 20-acre portion of Tract 9 as Mixed Use, leaves a remaining strip of Greenbelt, which according to the applicant's proposed MPD amendment is intended to remain as a view protection zone for the existing residents living on London Drive.

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 provided such provision or extension is consistent with state law. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.*

Analysis: The proposed amendment is consistent with Policy 1.3.1.3. The location of the subject property is adjacent to US-1, which serves as a principal arterial linking the northwest portion of the City to the remainder of the City. There are existing water and sewer lines along the US-1 corridor. Consistent with the policy, the developer will be responsible for extending any facilities as necessary.

Policy 5.1.3.2 *– The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for potable water facilities and wastewater facilities where connection is available consistent with Policies 1.1.1.2 and 1.1.3.2. For the purposes of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.*

Analysis: The proposed FLUM amendment to Mixed Use at this location is consistent with Comprehensive Plan policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.

Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available as set forth in State law and City regulations. The City shall minimize the use of septic tanks in accordance with the provisions of Objective 5.2.3 and policies implementing that objective. For the purpose of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.

Analysis: The proposed FLUM amendment to Mixed Use land use designation is consistent with Comprehensive Plan policy above to designate urban densities or intensities in areas that have sufficient existing or planned capacity for sanitary sewer facilities.

PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT

To facilitate the requested map amendment while protecting infrastructure capacity, staff recommends the adoption of the following site-specific limiting policy to the Future Land Use Element (FLUE): **Policy 1.1.2.5 -** For the 20-acre portion of Tract 9 of Lakeview Estates MPD, identified as Parcel ID No. 07-11-31-7037-0RP0A-0002 and legally described in Ordinance 2026-XX, designated as Mixed Use on the Future Land Use Map, development shall be subject to the following limitations:

1. **Intensity Cap:** Non-residential development shall generate no more than 1,815 PM Peak Hour trips, as determined by the latest edition of the ITE Trip Generation Manual and be capped in building height to no higher than 35 feet.
2. **Density Cap:** Residential density shall be capped to producing no more than one dwelling unit per acre.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING

The Planning and Land Development Regulation Board (PLDRB) heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.

During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

RECOMMENDATION

The Planning and Land Development Regulation Board recommends that City Council find Application #5576 consistent with the Comprehensive Plan and approve the FLUM amendment from Greenbelt to Mixed Use, subject to the concurrent adoption of FLUE Policy 1.1.2.5 limiting the site's developmental potential.

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: June 16, 2026
Ordinance Number: 2026-XX
Posted To Webpage: May 13, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2050 COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO SECTION 163, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR A ±20 ACRE PORTION OF TRACT 9 OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 07-11-31-7037-0RP0A-0002, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 1 APPROXIMATELY ±3,300 FEET NORTH OF ITS INTERSECTION WITH MATANZAS WOODS PARKWAY AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A, FROM GREENBELT TO MIXED USE; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

The sections below <u>are not</u> required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;
__ 2. Ordinances relating to the issuance or refinancing of debt;
__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
__ 5. Emergency ordinances;
__ 6. Ordinances relating to procurement; or
X 7. Ordinances enacted to implement the following:

a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

__ c. Sections 190.005 and 190.046;
__ d. Section 553.73, relating to the Florida Building Code; or
__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This ordinance implemented to amend development agreements relating to the subject parcels has been initiated from a private party other than the City and therefore exempt from addressing the following sections.

ECONOMIC IMPACT ON BUSINESS

a. Estimated number of businesses impacted: Not applicable.

b. Types of businesses affected: Not applicable.

Estimated direct economic impact: Not applicable.

Negative impact: Not applicable.

Compliance Costs: Not applicable.

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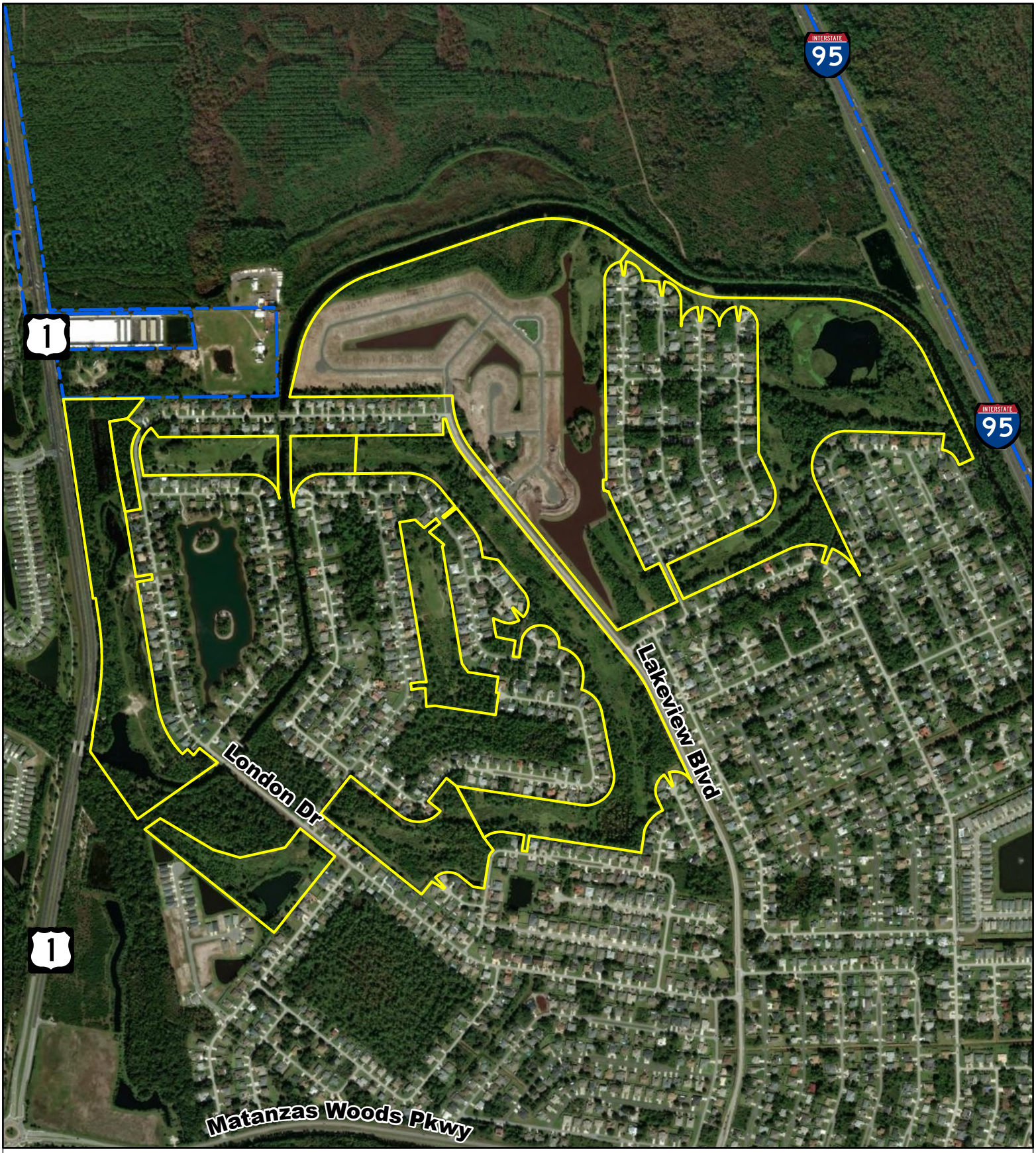

Close Up Aerial

Palm Coast City Limits

Subject Properties

N
W E
S

0 1,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/24/2026

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

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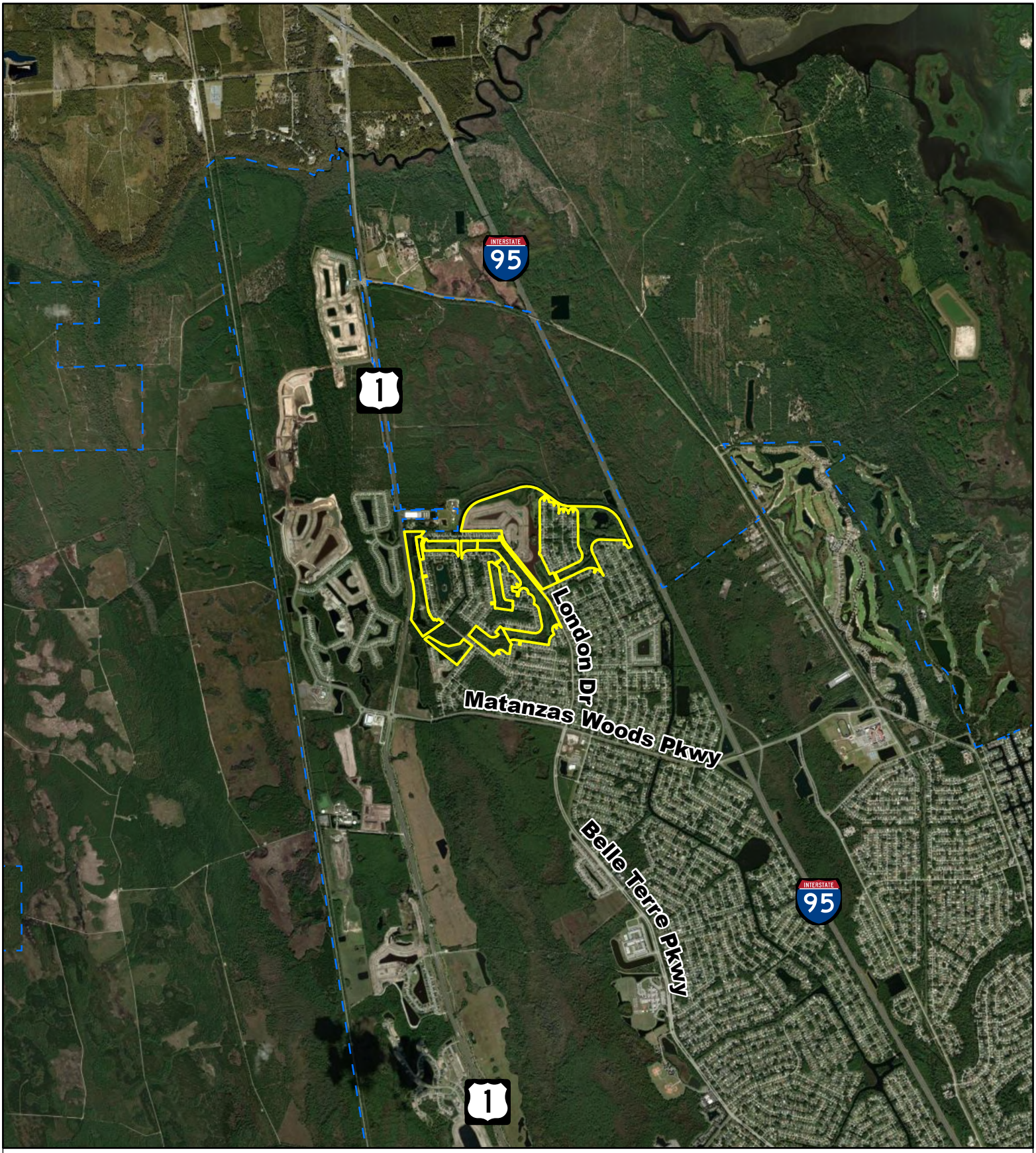

Distant Aerial

Palm Coast City Limits

Subject Property

N
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CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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Future Land Use Map

Palm Coast City Limits
Subject Properties

Palm Coast FLUM
Canals

Conservation
DRI-Mixed Use
Greenbelt
Institutional
Mixed Use

Residential
AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use
AGRICULTURE & TIMBERLANDS
CONSERVATION

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CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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Proposed Future Land Use Map

Palm Coast City Limits
Subject Properties

Palm Coast FLUM
Canals
Conservation
DRI-Mixed Use
Greenbelt
Institutional
Mixed Use
Residential
AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use
AGRICULTURE & TIMBERLANDS
CONSERVATION

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CITY OF PALM COAST, FLORIDA
PALM COAST
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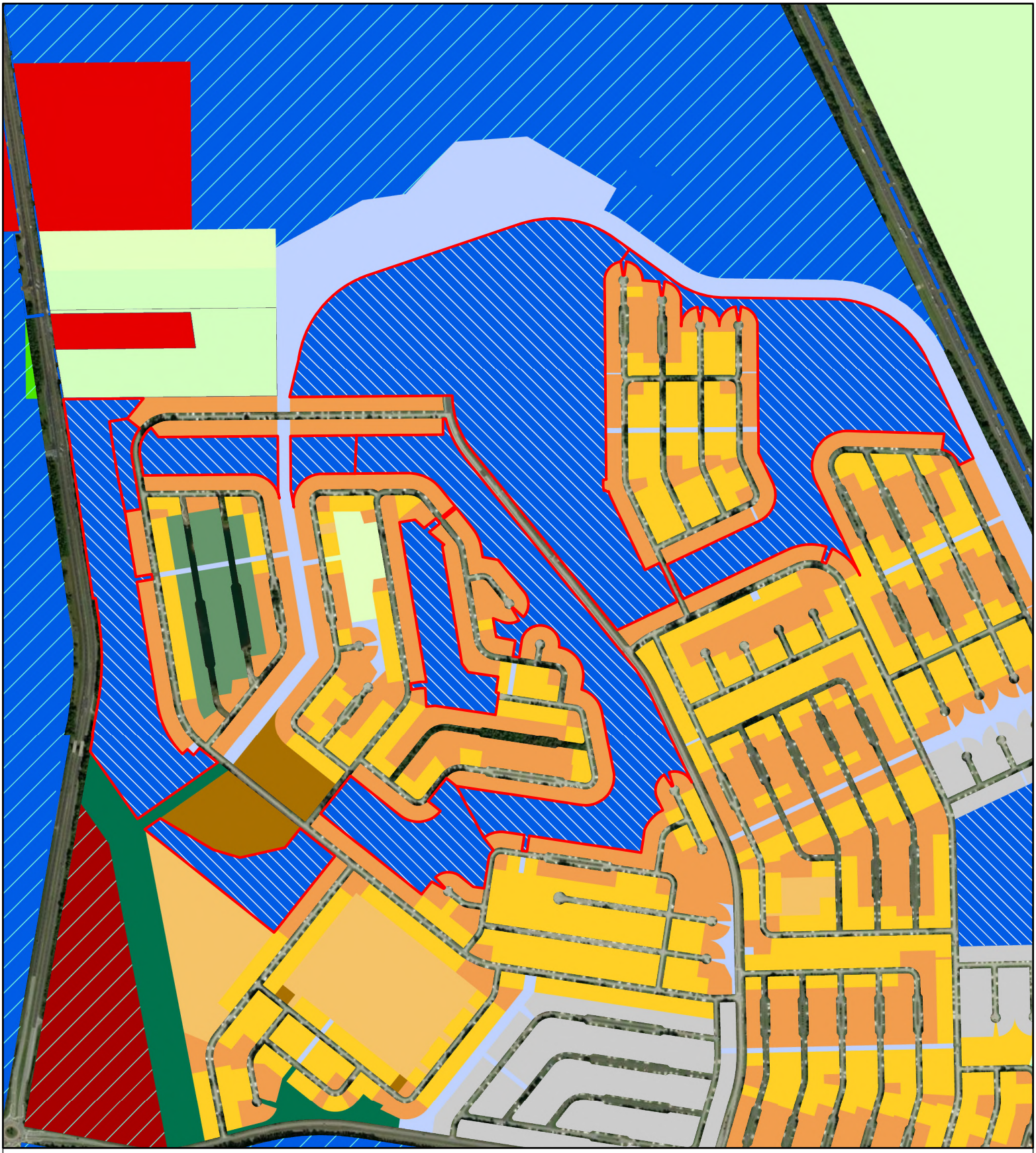

Zoning Map

Palm Coast City Limits
Subject Properties

Palm Coast Zoning Districts
AGR
COM-2
COM-3
DPX
EST-1
EST-2
MFR-1
P & G
PRS
PSP
SFR-1
SFR-2
SFR-3
MPD, MPD post 11-16-08 designation
MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning
AC

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CITY OF PALM COAST, FLORIDA
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INCORPORATED 1999

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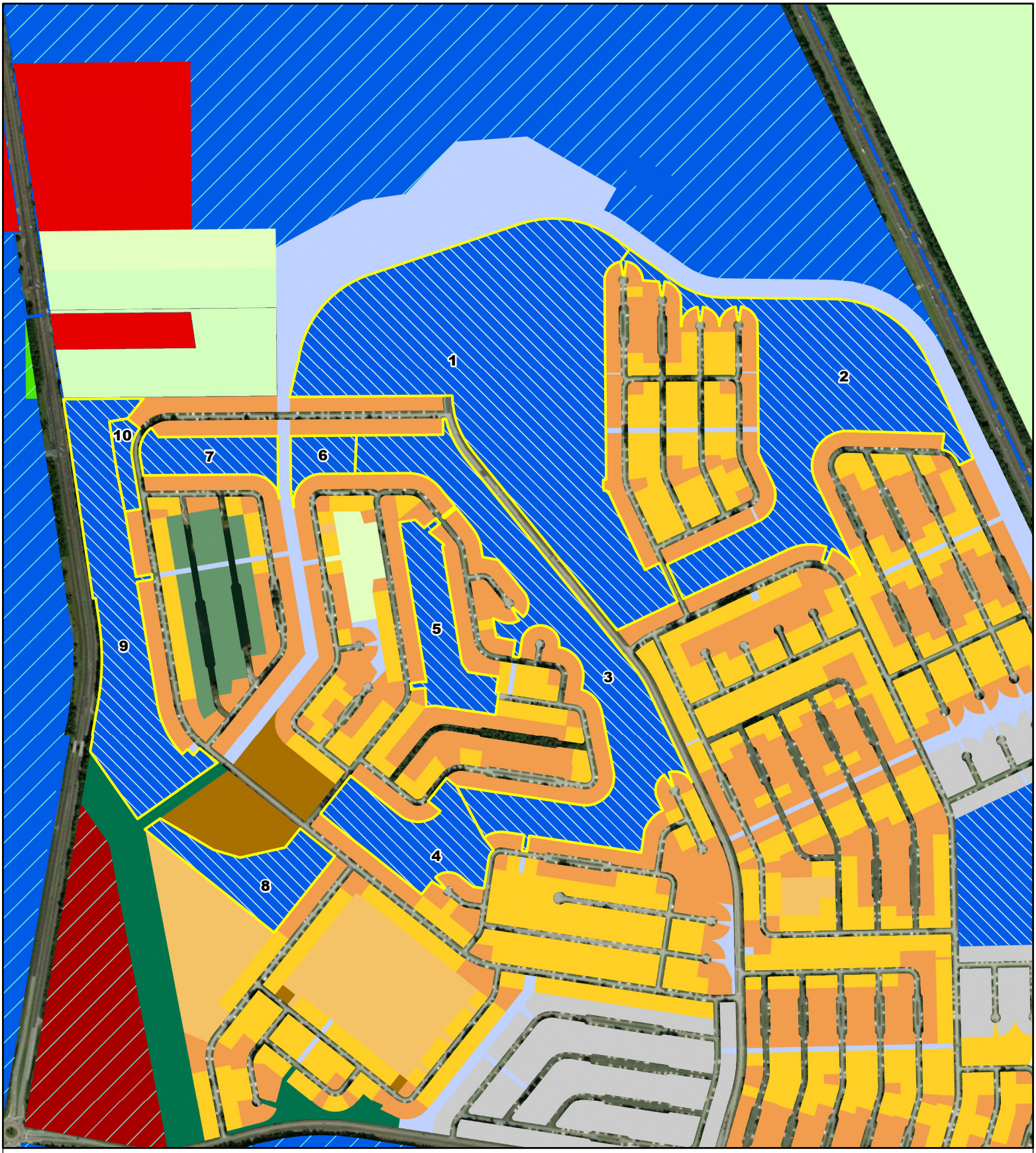

Zoning Map

Palm Coast City Limits
Subject Property

Palm Coast Zoning Districts

- AGR
- COM-2
- COM-3
- DPX
- EST-1
- EST-2
- MFR-1
- P & G
- PRS
- PSP
- SFR-1
- SFR-2
- SFR-3
- MPD, MPD post 11-16-08 designation
- MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning

- AC

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0 1,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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Vincent L. Sullivan
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2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

October 23, 2023

City of Palm Coast
Attn: Ray Tyner
160 Lake Avenue
Palm Coast, FL 32164

RE: City of Palm Coast Park Dedication / Lakeview Estates Amendment

Dear Mr. Tyner:

It has been a pleasure to work with the City in its efforts to provide a community park for the Matanzas Woods neighborhood. We reviewed the City's updated parks plan as provided in the P.O.P Report and agree that a park for the residents in this part of the City is long overdue. Therefore, my client is willing to give lands to the City for purposes of community park.

In this light, please find enclosed applications to (i) amend the Comprehensive Plan designation for a portion of the Owner's property and (ii) rezone portions of the property to provide for the donation of +/- 11 ac of land to the City for the community park and additional lands to be developed. Note however, that these applications do not provide for any new residential development rights. The maximum residential development is actually decreased from the present MPD Agreement.

Rezoning Application

The enclosed application requests an Amendment to the MPD Agreement. Rather than provide an amended and restated agreement, the application provides a simple amendment focusing on the specific changes. We have included a redline version for your convenience to show the proposed changes. In general, the proposed amendment (i) reduces the number of residential units to be developed on the property from 268 to 260; (2) broadens the commercial uses on Tract 9, (iii) conveys an +/- 11acres of land to the City for a community park, and (iv) allows residential development on other areas of the property.

These proposed changes remain consistent with the City's comprehensive plan and other land development regulations. We will provide a consistency analysis under separate cover in the next week or so. The proposed changes serve a public purpose in that the community requested a

10/23/2023 02:12 pm IP:[10.10.250.10] Packet No: 91566

community park in this area as provided in the P.O.P Report. We look forward to your comments and hope to placed on the December Planning Board agenda.

Comprehensive Plan Amendment

Also enclosed is an application to amend the Comprehensive Plan designation on a portion of the Property. Specifically, Tract #9 is located on U.S.1 adjacent to the entrance of 1500 units subdivision commonly known as Sawmill Creek. Presently, Tract #9 allows for the development of non-residential uses. The proposed amendment request that the Land Use designation be changed from Greenbelt to Mixed Use to allow for a broader range of commercial uses on that Tract. The goal and objective is to promote economic development and jobs in this area of Palm Coast, increase the commercially zone property in an attempt to balance the community's tax base, and (iii) provide residents in this area with local commercial opportunities minimizing their trip lengths which adversely impact other City roadways such as Palm Coast Parkway.

Conclusion

We appreciate the opportunity to work with the City in its efforts to provide the citizens a community park. We too believe a park in this area of Palm Coast is benefit for the residents in the Matanzas Woods neighborhood. From a planning perspective, this application will not only benefit those residents but will also benefit all the residents in the northeast portion of the City by providing parks, recreation, shopping opportunities for them while lessening traffic impacts on other City roads.

Once you have had an opportunity to review these applications, we respectfully request a meeting to discuss your questions concerns and changes.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Enclosures

GENERAL - APPLICATION

DATE	10/23/2023
APPLICATION TYPE	FUTURE LAND USE AMENDMENT SMALL SCALE

PROJECT NAME	Lakeview Estates				
LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)	398 LAKEVIEW BLVD PALM COAST FL 32164				
PROPERTY APPRAISER'S PARCEL NUMBER	07-11-31-7037-0RP0A-0002				
LEGAL DESCRIPTION	277.40 ACRES ALL OF RESERVE PARCELS, A,B,C,D,E & PT OF VACATED PC SEC 38, OR 47 PG 273 & PT OF VACATED PC SEC 37,OR 538 PG 1611 (EX .0626 AC OF RP E,OR 479/577) OR 550 PG 1626(MATANZAS				
SUBDIVISION NAME	SECTION 37-LAKEVIEW				
SECTION	07	BLOCK	0RP0A	LOT	0002
PROPERTY ACRES	32.69			PROPERTY SQ FT	1423976
FUTURE LAND USE MAP DESIGNATION	GREENBELT			EXISTING ZONE DISTRICT	MPD
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER	120684			MAP PANEL DATE	06/06/2018
FLOOD ZONE	A				
PRESENT USE OF PROPERTY	MASTER PLANNED DEVELOPMENT				

DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)

Lakeview Estates Comp Plan Amendment

PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?	No

Owner	Applicant / Agent
Name: MATANZAS GC PALM COAST LLC	Name: MICHAEL D. CHIUMENTO III
Mailing Address: UNIT 1111 200 OCEAN CREST DRIVE PALM COAST, FL 32137	Mailing Address: 145 CITY PLACE SUITE 301 PALM COAST, FL 32164
Phone Number: (386) 445-8900	Phone Number: (386) 445-8900
E-mail Address: MICHAEL3@LEGALTEAMFORLIFE.COM	E-mail Address: CMCNEIL@LEGALTEAMFORLIFE.COM
Mortgage Holder	**Engineer or Professional**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Architect	**Traffic Engineer**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Surveyor	**Landscape Architect**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Attorney	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

APPLICANT / OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by 2016 Florida Statutes Title XXXIX Chapter 668 Section 50

Signature of Property Owner or Applicant

MICHAEL CHIUMENTO III

Future Land Use Map Amendment Application Form

COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY

Application # _____ Submittal Date _____

Application Fee Paid ☐ Yes ☐ No Acceptance Date _____

Application Fee Amount $ _____ Project Manager _____

Notes _____

PART A - REQUEST

A.1 **Project Name** Lakeview Estates

A.2 **Future Land Use Map (FLUM) Amendment Type** ☐ Large-Scale ☒ Small-Scale

A.3 **Subject Property Address** 398 Lakeview Blvd., Palm Coast, FL 32137

A.4 **Parcel Identification Number(s)** 07-11-31-7037-0RP0A-0002

	Existing	Proposed
A.5 **Use of Property**	Vacant	General Commercial
A.6 **FLUM Designation**	Greenbelt	Mixed Use
A.7 **Zoning District**	MPD	MPD

PART B - APPLICANT INFORMATION

B.1 **Applicant** ☐ Owner *(If Checked, Skip B.2 - B.4)* ☑ Authorized Agent

B.2 **Agent Name** Michael D. Chiumento III, Esq. **Title** Attorney

B.3 **Agent Company** Chiumento Law, PLLC

B.4 **Agent Address** 145 City Place, Suite 301, Palm Coast, FL 32164

B.5 **Contact Information** **Phone** (386) 445-8900 **Fax** (386) 445-6702

Email Address michael3@legalteamforlife.com

B.6 **Owner Name** Matanzas GC Palm Coast, LLC

B.7 **Owner Address** 200 Ocean Crest Drive, Unit 1111, Palm Coast, FL 32137

PART C - ADDITIONAL INFORMATION

C.1 **Contract for Sale or Option to Purchase** ☐ Yes ☒ No *(If Checked, Skip C.2 and C.3)*

C.2 **Parties Involved** _____

C.3 **Contract/Option** ☐ Contingent ☐ Absolute

C.4 **Pre-Application Meeting** **Date** 9/2023 ☐ **Waived by Staff**

_____ **Initials** *(Staff Only)*

C.5 **Received and Read Applicant's Handbook** ☑ Yes ☐ No

10/23/2023 02:16 pm IP:[10.10.250.10] Packet No: 91566

PART D - DATA AND ANALYSIS CHECKLIST

Proof of Ownership / Property Information ❑ Original Recorded Warranty Deed
❑ Boundary Survey and Legal Description ❑ Development Timetable
❑ Sales or Option to Purchase Contract *(if applicable)*

Agent Authorization ❑ Signed and Notarized Authorization Form *(ONLY if Agent is Applicant)*

Density / Intensity and Population ❑ Density/Intensity and Population Analysis

Public Facilities Availability ❑ Traffic Data and Analysis ❑ Potable Water Data and Analysis
❑ Potable Water Availability Worksheet ❑ Wastewater Data and Analysis ❑ Letter from Utility Department
❑ Solid Waste Data and Analysis ❑ Public Recreation and Open Space Data and Analysis
❑ Public Schools Data and Analysis

Environmental and Cultural Resources ❑ Preliminary Environmental Site Assessment

Consistency with Comprehensive Plan ❑ Comprehensive Plan Consistency Analysis

Other ❑ Land Use Compatibility Analysis ❑ Intergovernmental Coordination Analysis
❑ Urban Sprawl Analysis *(May be Required)* ❑ List of Property Owners
❑ Proof of Meetings(s) with Neighborhood and Home Owners' Associations
❑ Letters of Support *(Optional)*

PART E - ACKNOWLEDGEMENTS, AUTHORIZATION, AND CERTIFICATION

By my signature hereto, I do hereby certify that the information contained in this Application is true and correct to the best of my knowledge, and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this Application.

I hereby authorize City staff to enter upon my property at any reasonable time for the purposes of investigating and reviewing this request. I hereby agree to place a public notice sign (placard) on my property at a location(s) to be determined by City staff.

I further acknowledge that the City of Palm Coast may not defend any challenges to my proposed Future Land Use Map amendment (Comprehensive Plan Text amendment) and related development approvals, and that it may be my sole obligation to defend any and all actions and approvals, which authorize the use or development of my property. Submission of this form initiates a process and does not imply approval by the City of Palm Coast or any of its boards, commissions or staff.

I further acknowledge that I have read the information contained in this application form pertaining to proposed amendments to the official Zoning Map, official Future Land Use Map, and/or Comprehensive Plan and have had sufficient opportunity to inquire with regard to matters set forth therein and. Accordingly, I fully understand all applicable procedures and matters relating to this Application.

I hereby represent that I have the lawful right and authority to file this Application.

APPLICANT SIGNATURE(S) AND NOTARIZATION (if applicant is the property owner, all property owners must sign & signatures notarized) - *PLEASE USE BLUE INK*

Signature	Type or Print Name	Date
[signature]	Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC	10/03/2023

(SEAL)

[signature]
Signature of Notary of Public

State of FLORIDA County of FLAGLER

The foregoing application as acknowledge before me this 3rd day of October, 2023 by Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC, who is/are personally known to me, or who has/have produced _____ as identification.

CAROLINE MCNEIL
Bonded Thru Notary Public Underwriters

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF FLORIDA

COUNTY OF FLAGLER

COMES NOW, Alexander Ustilovsky, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of Matanzas GC Palm Coast, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Rezoning Application & Comp Plan Amendment Application relating to the following described real property:

See attached Exhibit "A"

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

Signature of owner OR person authorized to represent this application

Alexander Ustilovsky

Signature

Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC

Print name

Signature

Print name

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20**23 **by** Alexander Ustilovsky, as Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Caroline McNeil

Signature of Notary Public, State of Florida

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

10/23/2023 02:10 pm IP:[10.10.250.10] Packet No: 91566

CITY OF PALM COAST APPLICANT AUTHORIZATION FORM (ORIGINAL ONLY)

An authorized applicant is defined as:

- The property owner of record: or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC, the fee simple owner of the following
(Owner's Name)
described property (provide Legal Description) See attached Exhibit "A"

hereby petition the City of Palm Coast to amend the Comprehensive Plan, Future Land Use Map,

(circle one or more) from Greenbelt

to Mixed Use and affirm that

Michael D. Chiumento III, Esq. is hereby designated to act as my/our authorized agent and to file the attached application for the stated amendment and make binding statements and commitments regarding the amendment request.

Alexander Ustilovsky, Manager of
Matanzas GC Palm Coast, LLC

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of the City of Palm Coast, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 3 day of Oct, 2023.

Notary Public in and for the County and State Aforementioned.
My Commission Expires: 10/6/2024

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

LAKEVIEW ESTATES MPD TRACT 9 FLUM AMENDMENT

PROJECT OVERVIEW

Matanzas GC Palm Coast ,LLC, a Florida Limited Liability Company (the "Owner") is the owner of approximately 32 acres of vacant land located at Tract 9 of subject property as depicted on Proposed Zoning/FLUM Plan.

The owner is requesting to amend the Future Land Use Map to change the Property's Future Land Use Designation from Greenbelt to Mixed Use. The current Zoning is MPD and proposed change to approximately 20 acres Commercial. The owner agrees to limit the proposed commercial development to 250,000 sf of interior commercial space with 35 ft building height limitation. The owner further agrees to provide 100 ft. VPZ to accommodate community drainage and provide a buffer along the western boundary with existing single family homes. See Exhibit B Tract 9 for illustration.

DATA AND ANALYSIS

PROOF OF OWNERSHIP / PROPERTY INFORMATION
The Original Recorded Warranty Deed, Boundary Survey and Legal Description are included as part of the application. The Development Timetable is to be determined.

AGENT AUTHORIZATION
The agent authorization is included.

DENSITY AND POPULATION

EXISTING	PROPOSED
8.3 acres PSP	20 acres Commercial
Estimated 108,465 sf buildings (FAR.30)	Estimated 250,000 sf (FAR .286)

CHANGE 141,535 sf Commercial

PUBLIC FACILITIES AVAILABLITY

POTABLE WATER

EXISTING	PROPOSED
PSP Uses 108,465 sf	250,000 sf commercial
Churches 36,000 sf / 7,200 gpd	Banks 30,000 sf / 5,625 gpd
Schools 36,000 sf / 17,500 gpd	Offices 70,000 sf / 11,900 gpd
Assisted Living 36,465 sf / 13,500 gpd	Retail 150,000 sf / 25,500 gpd
Total GPD 38,200 gpd	Total GPD 43,025

CHANGE 4,825 GPD

WASTEWATER

EXISTING	PROPOSED
PSP Uses 108,465 sf	Commercial 250,000 sf
Churches 36,000 sf / 7,200 gpd	Banks 30,000 sf / 5,625 gpd
Schools 36,000 sf / 14,000 gpd	Offices 70,000 sf / 7,000 gpd
Assisted Living 36,465 sf / 8,856 gpd	Retail 150,000 sf/ 15,000 gpd
Total GPD 30,056 gpd	Total GPD 27,625 gpd

CHANGE -2,431 GPD

SOLID WASTE

EXISTING	PROPOSED
PSP 108,465	250,000 sf commercial
Churches 36,000 sf / 245 ppd	Banks 30,000 sf / 936 ppd
Schools 36,000 sf / 252 ppd	Offices 70,000 sf / 420 ppd
Assisted Living 36,465 sf / 387 ppd	Retail 150,000 sf / 3,750 ppd
Total PPD 884 ppd	Total PPD 5,106

CHANGE 4,222 PPD

RECREATION

EXISTING	PROPOSED
PSP 108,465 sf NA	250,000 sf commercial NA

PUBLIC SCHOOLS

EXISTING	PROPOSED
108,465 sf PSP NA	250,000 sf commercial NA

Via Email: (micheal3@LegalTeamForLife.com)

Ref: 6602.01

TECHNICAL MEMORANDUM

To: Micheal D. Chiumento III, Chiumento Law

From: Kady L. Dearing, PE

Subject: Matanzas Woods Tract 9 – Comprehensive Plan Amendment (CPA) and Rezoning Traffic Impact Analysis (RTIA)

Date: December 18, 2025

INTRODUCTION

LTG, Inc. (LTG) has been retained by Matanzas GC Palm Coast, LLC, to prepare a traffic analysis in support of a Future Land Use (FLU) change and proposed rezoning for Matanzas Woods Tract 9. The parcel (Tract 9) consists of approximately 32.58 total acres and is a part of the Lakeview Estates Master Planned Development (MPD) Agreement between the City of Palm Coast and Matanzas GC Palm Coast, LLC. The purpose of this analysis is to modify the existing MPD to allow commercial land use. The subject property is located on the east side of US 1 and north of Matanzas Woods Parkway, in the City of Palm Coast, Florida. **Figure 1** shows the location of the project relative to the surrounding roadway network.

COMPREHENSIVE PLAN AMENDMENT (CPA) & PROPOSED REZONING

The CPA is required to revise the existing FLU from Greenbelt to Mixed Use for the 32.58-acre property. It should be noted that according to the existing MPD, only 8.3 acres are able to be developed.

The site has an existing FLU designation of Greenbelt, which allows a maximum of 1 dwelling per acre (DU/AC), resulting in a total of 8 dwelling units; represented by Single-Family Detached Housing (ITE code 210) or institutional uses meeting the Private/Semi-Public (PSP) Zoning District standards. The purpose of PSP is to provide areas for government owned facilities, religious institutions, civic buildings, educational institutions, etc. The maximum Floor Area Ratio (FAR) for the PSP District is 0.30, which results in 108,464 square-feet of institutional land use. The highest potential trip generator under this designation has been identified as United States Postal Services (ITE code 732).

Due to the nature of the MPD, both options were examined to determine the highest trip-generating use for the existing FLU designation. The daily, AM and PM peak-hour trip generation for the existing future land uses were determined using the Institute of Transportation Engineers (ITE) document, *Trip Generation Manual*, 12th Edition and are presented in **Table 1**, below.

Table 1
Existing FLU & Zoning Trip Generation
Matanzas Woods PUD, Tract 9

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	Single Family Residential	210	T = 8.07(X) + 265.45	8	DU	50%	50%	165	165	330
	United States Postal Services	732	T = 319.08(X)	108.46	KSF	50%	50%	17,305	17,304	34,609
AM Peak-Hour	Single Family Residential	210	T = 0.67(X) + 5.59	8	DU	27%	73%	3	8	11
	United States Postal Services	732	T = 19.03(X) + 25.66	108.46	KSF	52%	48%	1,087	1,003	2,090
PM Peak-Hour	Single Family Residential	210	Ln(T)=0.92Ln(X)+0.33	8	DU	62%	38%	6	3	9
	United States Postal Services	732	T = 16.73(X)	108.46	KSF	51%	49%	926	889	1,815

As shown in **Table 1**, the existing Greenbelt FLU designation results in a maximum total of 34,609 daily, 2,090 AM peak-hour, and 1,815 PM peak-hour trips.

Matanzas Woods PUD Tract 9 CPA and RTIA	N NTS	**Location Map**	LTG Engineering & Planning
		Project No.: 6602.01 Figure 1	

The applicant is requesting that the developable area be increased from 8.3 acres to 20 acres under a Mixed-Use FLU designation, as described in the City of Palm Coast Comprehensive Plan, as a General Commercial (COM-2) Zoning District. The Mixed-Use FLU, under this zoning designation, has a maximum FAR of 0.40, resulting in a maximum of 348,480 square-feet of mixed commercial land use. A combination of commercial land uses, as allowable under the COM-2 zoning designation, was used to estimate the highest trip-generating potential for the site. The total trip generation for the proposed future land use is shown in **Table 2**, below.

Table 2
Proposed FLU & Zoning Trip Generation
Matanzas Woods PUD, Tract 9

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	United States Postal Service	732	T = 319.08(X)	20.00	KSF	50%	50%	3,191	3,191	6,382
	Shopping Plaza (w/ Supermarket)	821	T = 136.41(X) - 2680.46	135.48	KSF	50%	50%	7,900	7,900	15,800
	Home Improvement Superstore	862	T = 30.65(X)	150.00	KSF	50%	50%	2,299	2,299	4,598
	High-Turnover (Sit-Down) Restaurant	932	T = 103.75(X)	18.00	KSF	50%	50%	934	934	1,868
	Fast-Food Restaurant	934	T = 448.12(X)	20.00	KSF	50%	50%	4,481	4,481	8,962
	Coffee/Donut Shop	937	T = 600.50(X)	5.00	KSF	50%	50%	1,502	1,501	3,003
	Total:			**348.48**	**KSF**			**20,307**	**20,306**	**40,613**
AM Peak-Hour	United States Postal Service	732	T = 19.03(X) + 25.66	20.00	KSF	52%	48%	211	195	406
	Shopping Plaza (w/ Supermarket)	821	T = 3.54 (X)	135.48	KSF	60%	40%	288	192	480
	Home Improvement Superstore	862	T = 1.50(X)	150.00	KSF	57%	43%	128	97	225
	High-Turnover (Sit-Down) Restaurant	932	T = 8.97(X)	18.00	KSF	55%	45%	89	72	161
	Fast-Food Restaurant	934	T = 33.24(X)	20.00	KSF	51%	49%	339	326	665
	Coffee/Donut Shop	937	T = 85.41(X)	5.00	KSF	51%	49%	218	209	427
	Total:			**348.48**	**KSF**			**1,273**	**1,091**	**2,364**
PM Peak-Hour	United States Postal Service	732	T = 319.08(X)	20.00	KSF	51%	49%	171	164	335
	Shopping Plaza (w/ Supermarket)	821	T = 8.58 (X)	135.48	KSF	49%	51%	569	593	1,162
	Home Improvement Superstore	862	T = 2.28(X)	150.00	KSF	57%	43%	195	147	342
	High-Turnover (Sit-Down) Restaurant	932	T = 9.18(X)	18.00	KSF	61%	39%	101	64	165
	Fast-Food Restaurant	934	T = 31.60(X)	20.00	KSF	52%	48%	329	303	632
	Coffee/Donut Shop	937	T = 39.0(X)	5.00	KSF	50%	50%	98	97	195
	Total:			**348.48**	**KSF**			**1,463**	**1,368**	**2,831**

As shown in **Table 2**, the proposed Mixed-Use FLU has the potential to result in 40,613 daily, 2,364 AM peak-hour, and 2,831 PM peak-hour trips.

The trip difference between the existing and the proposed future land use designations is determined by subtracting trips generated by the existing designation from the trips generated by the proposed designation. The results are presented in **Table 3**.

Table 3
Trip Generation Comparison
Matanzas Woods PUD, Tract 9

Period	Existing	Proposed	Trip Difference	
Daily	34,609	40,613	6,004	Increase
AM Peak-Hour	2,090	2,364	274	Increase
PM Peak-Hour	1,815	2,831	1,016	Increase

As shown in **Table 3**, this results in an overall trip increase of 6,004 daily trips (17.3%), 274 a.m. peak hour trips (13.1%), and 1,016 p.m. peak hour trips (56.0%).

CONCLUSION

This study was conducted to evaluate the impact of the proposed FLU and rezoning for a 32.58-acre parcel within the Lakeview Estates Master Planned Development, known as Tract 9. The proposed CPA will amend the current FLU designation from Greenbelt to Mixed Use. The rezoning will revise the zoning designation from Public/Semi-Private (PSP) to General Commercial (COM-2). The maximum developed area will also increase from 8.3 acres to 20 acres.

When evaluating the difference between the existing and proposed potential development scenarios for the proposed change, the trip generation comparison results in a trip increase of 6,004 daily trips (17.3%), 274 a.m. peak hour trips (13.1%), and 1,016 p.m. peak hour trips (56.0%).

Transportation concurrency and any potential mitigation required to offset deficiencies caused by the project will be assessed at the time a site plan application is filed with the City of Palm Coast.

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name : Kady L. Dearing, PE

Signature:

Date: December 18, 2025

Environmental Assessment

For the

Matanzas Woods Golf Course Property

Palm Coast, Flagler County, Florida

Prepared By:
Atlantic Ecological Services, LLC
Attention: Jody Sisk
201 Basque Road
St. Augustine, FL 32080
jody@atlanticeco.com
(904) 347-9133

Prepared For:
Matanzas GC Palm Coast, LLC
Attn: Mr. Alex Ustilovsky
200 Ocean Crest Drive, Unit # 1111
Palm Coast, FL 32137

April 2021

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Appendices

Appendix I - Figures

- **Location Map**
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Appendix II – Habitat Assessment

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Appendix III – Cultural Resource Assessment

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1.0 PROJECT INTRODUCTION

The Matanzas Woods Golf Course property is located within the City of Palm Coast, Flagler County, Florida, in a portion of Sections 21, 22, 27, & 28, Township 10 South, Range 30 East. The project area is approximately 275.96 acres in total size. The proposed project is identified as Flagler County Parcel ID # 07-11-31-7037-ORPOA0002. The subject property is generally located north of Matanzas Woods Parkway, east of US Highway 1, west of Interstate 95, and south of lands associated with the Palm Coast Park DRI. The property consists of an abandoned golf course within the City of Palm Coast. Please see the attached Location Map and Aerial Map within Appendix I for details. The latitude and longitude coordinates for the approximate center of the project are 29.615 North and -81.281 West, as determined via Google Earth.

The applicant for the project is:

Matanzas GC Palm Coast, LLC
Attn: Mr. Alex Ustilovsky
200 Ocean Crest Drive, Unit # 1111
Palm Coast, FL 32137

The subject property was previously permitted as a golf course within St. Johns River Water Management District MSSW# 4-035-0003A. The golf course has been closed since 2007.

Atlantic Ecological Services (AES) conducted an Environmental Assessment (EA) on the Matanzas Woods Golf Course property (herein referred to as the subject property). The subject property was reviewed to determine habitat type's present, boundaries of habitat types, presence of or the potential for protected species, wildlife utilization of the site and other environmental constraints noted during the site visits. This EA report discusses the methods used to conduct the EA, the results thereof and includes several supplementary figures.

Mr. Jody Sisk of AES performed the wetland and protected species review on the subject property. Mr. Sisk currently holds certifications from the City of Palm Coast as a Qualified Environmental Professional, including Gopher Tortoise Agent (#19567), Wetlands (#19568), and Listed Species (#19569).

2.0 EXISTING SITE CONDITIONS

The subject property consists of disturbed uplands, wetlands, and surface water ponds associated with the former golf course. The uplands consist of remnant pine flatwoods and golf course, and the wetlands consists of multiple hardwood forested systems, mixed hardwood/pine systems, freshwater marsh, and surface water ponds.

The communities and land use areas were categorized according to the Florida Department of Transportation (FDOT) (1991) Florida Land Use, Cover and Forms Classification System (FLUCFCS). The communities and land uses observed and delineated on the subject property are described in detail below and are shown on the attached Habitat Map.

2.1 Uplands

Golf Course - Remnant (FLUCCS 182) – Approximately 133.95 acres of the property exists as the remnant fairways, greens, and associated components of the Matanzas Golf Course. These areas exist as a mix of turf grass, ruderal weeds, landscape plants and trees, parking, and associated structures.

Pine Flatwoods (FLUCCS 411) – The remaining uplands, not included in the managed golf course area, found on the subject property are considered remnant pine flatwoods. They were part of the ITT pine plantation prior to the opening of the golf course in the 1980's. Evidence of remnant row planting was identified across the site. This habitat community s approximately 98.24 acres in total size. The canopy is dominated by slash pine (*Pinus elliottii*). Some Chinese tallow (*Sapium sebiferum*), live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), and loblolly bay (*Gordonia lasianthus*) are also located within the uplands, but at much less coverage. The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include wax myrtle (*Myrica cerifera*), gallberry (*Ilex glabra*), yaupon holly (Ilex vomitoria), bushy broom grass (*Andropogon glomeratus*), blackberry (*Rubu*s spp.), greenbriar (*Smilax* spp.), bahia grass (*Paspalum notatum*), cogon grass (*Imperata cylindrica*), and bracken fern (*Pteridium aquilinum*).

2.2 Wetlands

Mixed Wetland Hardwoods (FLUCCS 617) – Multiple mixed hardwood wetland systems are located on the subject property totaling approximately 0.2 acres. These wetlands consist primarily of a canopy of red maple (*Acer rubrum*), Chinese tallow, laurel oak, and loblolly bay. The understory includes dahoon holly (*Ilex cassine*), wax myrtle and saw palmetto.

Cypress (FLUCCS 621) – Multiple small, isolated cypress depressions totaling 2.97 acres are located on the subject property. These systems are dominated by cypress (*Taxodium* spp.). Other species include red maple, slash pine, and dahoon holly.

Wetland Mixed Forest (FLUCCS 630) – Multiple mixed hardwood and pine wetlands are located on the subject property. The wetland mixed forest communities combined equal approximately 15.09 acres in total area on the subject property. The canopy is dominated by red maple, sweetgum (*Liquidambar styraciflua*), cypress, Chinese tallow, laurel oak, loblolly bay, and slash pine. The understory includes dahoon holly, wax

myrtle, saw palmetto, shiny lyonia (*Lyonia lucida*), gallberry, and herbaceous species such as Virginia chain fern (*Woodwardia virginica*), beakrush (*Rhynchospora* spp.), and yellow-eyed grass (*Xyris* spp.).

Freshwater Marsh (FLUCCS 641) – One freshwater marsh is located on the subject property totaling approximately 5.33 acres. The marshes are dominated by St. Johns wort (*Hypericum fasciculatum*), maidencane (*Panicum hemitomon*), torpedo grass (*Panicum repens*), Carolina willow (*Salix caroliniana*), red root (*Lacnanthes caroliniana*), and primrose willow (*Ludwigia peruviana*).

2.3 Surface Waters

Ponds (FLUCCS 530) – Approximately 20.18 acres of the subject property exists as surface water ponds associated with the former golf course.

3.0 SOILS

A discussion of each soil type present on the subject property is documented below. Please see the attached Soils Map within Appendix I for the location of each soil type.

Wabasso fine sand (4) – This very deep, nearly level, poorly drained soil is in broad flatwood areas. Individual areas of this soil are irregular in shape and range from 4 to 200 acres. The seasonal high water table is at a depth of 6 to 18 inches for as much as 3 months during most years. It recedes to a depth of more than 40 inches during dry periods.

Hicoria, Riviera, and Gator soils, depressional (8) – This is a very deep, nearly level, poorly drained soil found in depressions in the flatwoods. Individual areas are circular to irregular in shape and range from 3 to 1,500 acres. The undrained areas of this map unit are ponded, as much as 24 inches of water is above the surface for 6 months or more except during extended dry periods.

Myakka fine sand (11) – This is a very deep, nearly level, very poorly drained soil that is in broad flatwood areas. The areas range from 5 to 500 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches for more than 6 months of the year.

Placid, Basinger, and St. Johns soil, depressional (12) – These are very deep, poorly drained soils which are present in depressions along flatwoods. Undrained areas are ponded for long periods. They range from 3 to 400 acres in size. In most years, undrained areas are ponded for more than 6 months, and the seasonal high water table is as much as 2 feet above the surface.

Immokalee fine sand (13) – This is a poorly drained, nearly level soil on broad flats and low knolls in flatwoods. Mapped areas of this soil range from 5 to 600 acres. The

seasonal high water table is at a depth of 6 to 18 inches for 2 months and at 10 to 40 inches during periods of lower rainfall in most years under natural conditions. During extended dry periods, the water table recedes to a depth of more than 40 inches.

Valkaria-Smyrna Complex (18) – This is a very deep, nearly level, poorly drained soil on flatwoods. Areas in this soil are irregular and range from 40 to 300 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches or more during extended dry periods.

Vakaria fine sand (19) – This is a very deep, nearly level, poorly drained soil on low broad flats and in sloughs connecting depressions. Areas in this soil are irregular and range from 5 to 100 acres in size. The seasonal high water table is at a depth of 0 to 6 inches for 2 to 6 months of the year.

Smyrna fine sand (21) – This is a very deep, poorly drained soil which is present in nearly level flatwoods areas. They range from 4 to 400 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months during wet seasons and at 10 to 40 inches for more than 6 months.

Uderants, moderately wet (29) – This map unit consists of heterogeneous soil material that was removed from other soils and used in land-leveling operations as fill material. Uderants do not have an orderly sequence of soil layers. This soil makes up the areas which were excavated and filled during the construction of the city drainage system in the 1970's.

Pits (30) – This map unit consists of excavated areas from which soil and geologic material was removed for use mainly in road construction and as fill material.

Pomona fine sand (40) – This very deep, poorly drained, nearly level soil is in the broad flatwood areas. Individual areas are irregular in shape and range from 80 to 400 acres in size. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 3 months and is at a depth of 10 to 40 inches for more than 6 months in most years.

4.0 WETLANDS AND SURFACE WATERS

4.1 Methods and Jurisdiction

The wetlands on the subject property fall under the regulatory jurisdiction of the Florida Department of Environmental Protection (federal 404), St. Johns River Water Management District (state) and the City of Palm Coast (local). The criteria used to determine the presence of the boundaries of wetlands and surface waters were in accordance with Chapter 62-340 F.A.C. Approximately 23.57 acres of wetlands, 20.18 acres of surface water ponds, and 0.84 acres of surface water ditches are located on the subject property. Please see the attached Wetland Map within Appendix I.

Multiple wetlands onsite could be considered isolated and therefore not jurisdictional to the State 404 Program. Due to the isolated nature of Wetlands 2-4, 8-12, and 14-16, it is not anticipated each will meet the requirements to be considered Waters of the United States (WotUS).

4.2 Wetland Quality, Impacts, and Mitigation

The wetlands onsite are of moderate quality. The City of Palm Coast will require a 25' average/15' minimum upland buffer due to the quality of wetland. The wetland onsite was assessed utilizing the City of Palm Coast Wetland Quality Assessment Methodology (WQAM). Please see Appendix II for the attached WQAM worksheets.

If wetland impacts are proposed the wetland mitigation could be completed through onsite wetland preservation/enhancement or wetland creation, or through the purchase of mitigation credits from the Fish Tail Swamp Wetland Mitigation Bank or the Brick Road Wetland Mitigation Bank. The project and the proposed mitigation are located within the Matanzas River and Pellicer Creek basin (Basin 9). Both mitigation banks listed above have available credits within the basin.

5.0 WILDLIFE OBSERVATIONS

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Table 5.1 Wildlife species observed on the Matanzas Woods Golf Course Property in Flagler County, Florida.

Taxon	Common Name	Scientific Name	Protected*
Birds	Black vulture	*Coragyps atratus*	No
	Carolina wren	*Thryothorus ludovicianus*	No
	Common grackle	*Quiscalus quiscula*	No
	Grey catbird	*Dumetella carolinensis*	No
	Northern mockingbird	*Mimus polyglottos*	No
	Great blue heron	*Ardea herodias*	No
	White ibis	*Eudocimus albus*	No
	Wood stork	*Mycteria americana*	Yes
	Tri-colored heron	*Egretta tricolor*	Yes
Mammals			
	Nine-banded armadillo	*Dasypus novemcinctus*	No
	Racoon	*Procyon lotor*	No
	Feral pig	*Sus scrofa*	No
	White-tailed deer	*Odocoileus virginianus*	No

6.0 PROTECTED SPECIES

Prior to visiting the site, a background literature search was conducted to compile a list of state and federally protected animal and plant species that could occur on the subject property. The three primary sources of literature reviewed include the Florida Fish and Wildlife Conservation Commission's (FWC) *Florida's Endangered Species, Threatened Species, And Species of Special Concern*, the United States Fish and Wildlife Service's (FWS) Threatened and Endangered Species System (TESS) database, and the Florida Department of Agriculture and Consumer Services (FDACS), Division of Plant Industry's (DPI) *Notes on Florida's Endangered and Threatened Plants*. During the site reconnaissance, observations or evidence of protected species and the likelihood of occurrence of each protected species were noted. Further review was completed following the habitat mapping and descriptions.

6.1 Protected Wildlife Species

The protected animal species with at least some likelihood of occurrence are listed in Table 6.1.1, below. The likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Table 6.1.1: Protected wildlife species with the potential to occur on the Matanzas Woods Golf Course Property in Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FWC	FWS/NMFS		
Alligator mississippiensis	American alligator		T(S/A)	Low	Various aquatic habitats
Dendroica kirtlandii	Kirtland's warbler	E	E	Low	Migrant, utilizing various terrestrial and palustrine habitats
Drymarchon corais couperi	Eastern indigo snake	T	T	Mod	Wide variety of habitats
Egretta caerulea	Little blue heron	T		High	Marshes, ponds, lakes, meadows, streams & mangroves
Egretta tricolor	Tri-colored heron	T		High	Marshes, ponds, lakes, meadows, streams & mangroves
Falco sparverius paulus	Southeastern American kestral	T		Mod	Wide variety of open habitats
Gopherus polyphemus	Gopher tortoise	T	CS	Mod	Sandhills, scrub, hammocks, dry prairies, flatwoods, & ruderal
Grus canadensis pratensis	Florida sandhill crane	T		Mod	Shallow wetlands, freshwater marshes and wet prairies
Haliaeetus	Southern bald		BGEPA	Mod	Coasts, rivers and large

leucocephalus	eagle				lakes in open areas
Mycteria americana	Wood stork	E	E	Obs	Marshes, swamps, streams and mangroves
Ursus americanus floridanus	Florida black bear			Mod	Variety of forested landscapes

Those species listed as having a moderate likelihood of occurrence or higher in Table 6.1 are listed as such due to presence of suitable habitat.

Long-legged waders have a high likelihood of occurrence onsite due to the marsh and surface water ponds found on the subject property. This includes the little blue heron (*Egretta caerulea*), snowy egret (*Egretta thula*), tricolored heron (*Egretta tricolor*), and white ibis (*Eudocimus albus*). It is anticipated these species utilize the wetlands onsite for foraging and roosting. No wading bird rookeries are known or were identified on or near the subject property. Any modifications to the existing surface water ponds would include creation of stormwater ponds. Therefore, this project is not likely to adversely affect any wading bird populations.

While no wood storks (*Mycteria americana*) were observed on the subject property, wood storks have been observed routinely throughout the area. No nesting rookeries were observed. The project site is not located within a Core Foraging Area (CFA) for wood storks. Therefore, this project is not likely to adversely affect the wood stork population.

Florida sandhill cranes (*Grus canadensis pratensis*) are routinely observed in the area. No sandhill cranes were observed on the subject property during the onsite surveys. The marsh wetland and littoral zones of the surface water ponds onsite are considered potential for nesting. No nests or signs of nesting activity were identified. Prior to construction of the site a Florida sandhill crane nest survey should be completed to determine if any nesting pairs are utilizing the site.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus l. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act (BGEPA). Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. No active bald eagle nests are located within 2 miles of the project area. No bald eagle nests were observed on the subject property or adjacent to its boundaries. Therefore, this project is not likely to adversely affect the southern bald eagle.

The southeastern American kestrel (Falco sparverius paulus) is listed as a Species of Special Concern by the FWC. The subject property provides habitat which could be conducive to utilization and nesting by the southeastern American kestrel. It is recommended that southeastern American kestrel surveys be completed prior to

development of the site. The surveys should be conducted in accordance with guidelines set forth within the publication *Ecology and Habitat Protection Needs of the southeastern American kestrel* (Falco sparverius paulus) *on large-scale development sites in Florida*.

A preliminary gopher tortoise (*Gopherus polyphemus*) burrow survey was conducted on the subject property. The gopher tortoise survey was conducted in accordance with the techniques outlined in the publication*, Ecology and Habitat Protection Needs of Gopher Tortoise (*Gopherus polyphemus*) Populations Found on Lands Slated for Development in Florida*. The gopher tortoise, listed as Threatened by the FWC, is a key component in the determination of habitat suitability for other protected species because of the large number of other animals that will use tortoise burrows for one or more of their life requisites. No potentially occupied gopher tortoise burrows were identified. Prior to construction an updated 100% gopher tortoise survey should be completed.

The eastern indigo snake (*Drymarchon corais couperi*), has a moderate likelihood to occur on the subject property due to the habitats identified. The species is a gopher tortoise commensal species due to its association and utilization of gopher tortoise burrows for their life requisites. Prior to construction a 100% gopher tortoise survey will be completed.

The American alligator (Alligator mississippiensis) is listed as Threatened by the FWS. Best Management Practices (BMP's) should be followed in the case of any individual American alligator entering the project area during construction will be provided ample space to allow the animal to exit the construction zone. Through this management technique, the project is not likely to adversely affect the American alligator.

Florida black bear (Ursus americanus floridanus) have been observed in the vicinity of the subject property along US Highway 1. No signs of Florida black bears were identified on the subject property. Any proposed project for development should adhere to the Florida Bear Smart Communities program. If the development criteria are adhered to then the project is not anticipated to adversely affect the Florida black bear.

No other protected species are anticipated to utilize the subject property.

6.2 Protected Plant Species

The protected plant species with some potential to occur on the subject property are listed in Table 6.2.1, below.

Table 6.2.1: Protected plant species with the potential to occur on the Matanzas Woods Golf Course property, in Palm Coast, Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FDACS	FWS		
Asclepias viridula	Southern milkweed	T		Low	Pine flatwoods at wetland margins

Calopogon barbatus	Bearded grass pink	T	Low	Wet pine flatwoods, bogs
Calopogon multiflorus	Many-flowered grass pink	E	Low	Pine flatwoods, esp. recently burned
Encyclia tampensis	Butterfly orchid	CE	Low	Mangrove, cypress and hardwood swamps; hammocks
Epidendrum conopseum	Greenfly orchid	CE	Low	Moist hammocks, cypress and hardwood swamps; epiphytic
Helianthus carnosus	Lakeside sunflower	E	Low	Wet flatwoods
Lilium catesbaei	Catesby's lily	T	Low	Moist pine flatwoods and savannahs
Lycopodiella cernua	Nodding clubmoss	CE	Low	Wet pinelands
Nemastylis floridana	Fall-flowering ixia; celestial lily	E	Low	Swamps, marshes and wet pine flatwoods
Osmunda cinnamomea	Cinnamon fern	CE	Obs	Wet woods and swamps
Osmunda regalis	Royal fern	CE	Obs	Wet woods and swamps
Platanthera blephariglottis	Large white fringed orchid	T	Low	Marshes, and wet, open, grassy areas
Platanthera flava	Southern tubercled orchid;gypsy-spikes	T	Low	Cypress and hardwood swamps
Platanthera nivea	Snowy orchid; bog torch	T	Low	Wet pine flatwoods
Pogonia ophioglossoides	Rose pogonia	T	Low	Marshes and wet, pine flatwoods
Sarracenia minor	Hooded pitcherplant	T	Low	Wet, open, acid pinelands and bogs
Spiranthes brevilabris var. floridana	Florida ladies' tresses	E	Low	Pine flatwoods
Spiranthes laciniata	Lace-lip ladies' tresses	T	Low	Marshes and cypress swamps
Spiranthes longilabris	Long-lip ladies' tresses	T	Low	Marshes and wet pine flatwoods
Spiranthes tuberosa	Little ladies' tresses; little pearl twist	T	Low	Pine flatwoods
Zephyranthes atamasca	Rain lily	T	Low	Wet pine flatwoods and meadows
Zephyranthes simpsonii	Simpson's zephyr lily	T	Low	Wet pine flatwoods and meadows

E= Endangered; T= Threatened; CE= Commercially Exploited

No federally protected plant species are expected to occur on the subject property.

7.0 CULTURAL RESOURCES

A preliminary review of the Florida Master Site File (FMSF) was completed through the Division of Historical Resources (DHR) and the State Historic Preservation Officer (SHPO) for the subject property. One known archaeological resource and one resource group were adjacent to the subject property. US Highway 1 (FL00291) is listed as a linear resource by DHR. No significant impacts to US Highway 1 are anticipated. Davis' Store (FL00248) is listed as an archaeological resource. This resource was identified as part of the Palm Coast Park DRI. The resource is no longer in existence and is not eligible for further evaluation. Please see Appendix III for correspondence from the Florida Master Site File. The project is not anticipated to affect any cultural resources.

8.0 SUMMARY

The Matanzas Woods Golf Course property is located within the City of Palm Coast, Flagler County, Florida. The subject property consists disturbed upland, wetland, and surface water habitats. The property is approximately 275.96 acres in total size.

Multiple wetlands totalling approximately 1.86 acres and surface waters totaling approximately 23.57 acres were delineated on the subject property. In addition to the wetlands, approximately 20.18 acres of surface water ponds, and 0.84 acres of surface water ditches are located on the subject property. The wetlands on the subject property are all considered moderate quality and would therefore require a 25' average/15' minimum upland buffer by the City of Palm Coast. If wetland impacts are proposed the wetland mitigation could be completed through onsite wetland preservation/enhancement or wetland creation, or through the purchase of mitigation credits from the Fish Tail Swamp Wetland Mitigation Bank or the Brick Road Wetland Mitigation Bank.

The subject property provides potential habitat for a multitude of protected wildlife species. Further specific species surveys are recommended prior to construction of the project. Specific surveys for the gopher tortoise, Florida sandhill crane, and southeastern American kestrel should be completed.

No federally protected flora species are anticipated on the subject property.

No known cultural resources are anticipated on or adjacent to the subject property. Therefore, no impacts to cultural resources is anticipated due to development of the property.

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APPENDIX I

FIGURES

Image Source: ESRI 2018
Date: 3-27-19

0 1,500 3,000 Feet

Location Map
Matanzas Woods Golf Course
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\aerial.mxd

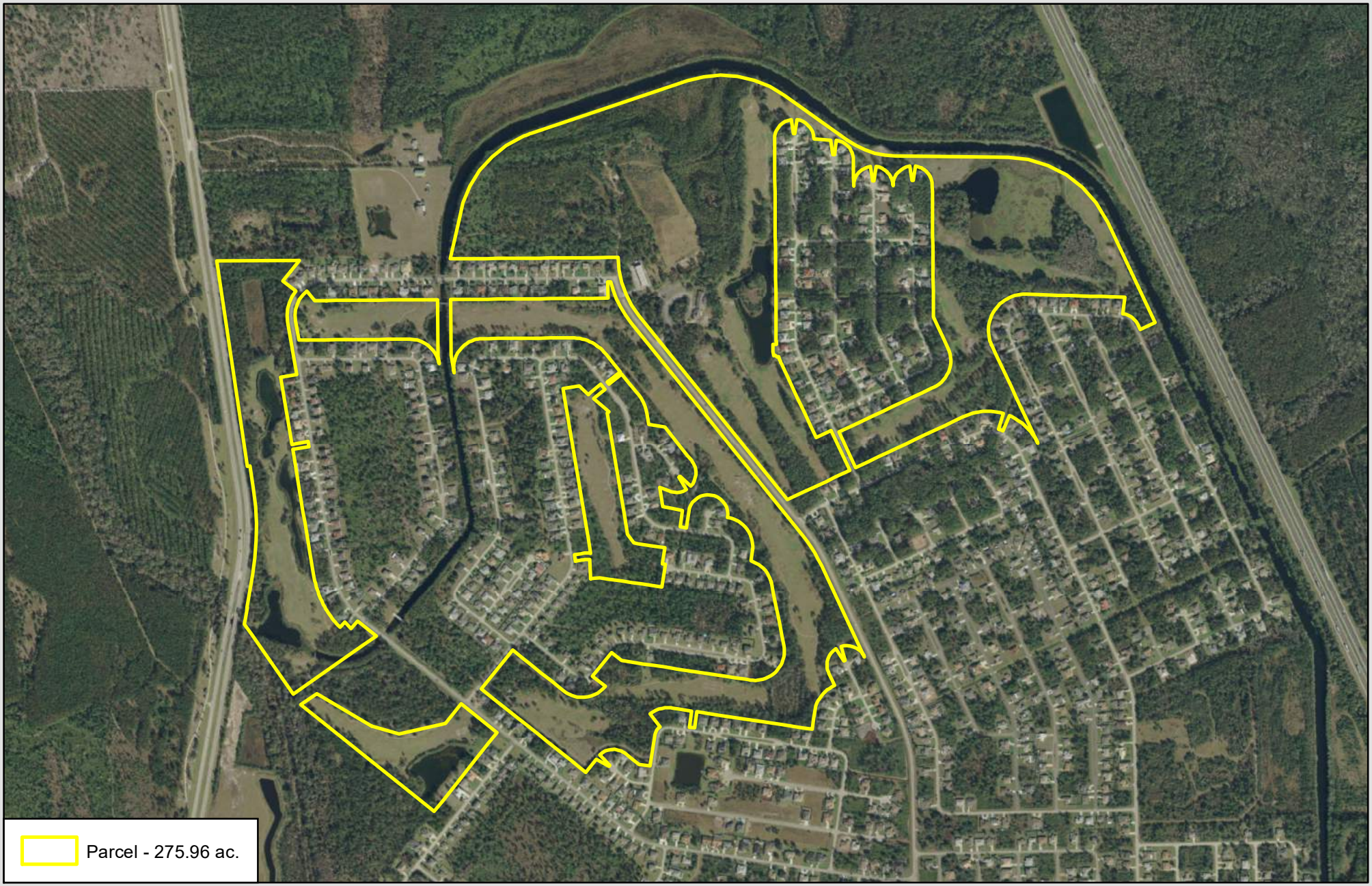

Image Source: ESRI 2017
Date: 3-23-19

0 500 1,000 Feet

N

Aerial Map
Matanzas Woods Golf Course
Flagler County, Florida

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201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\topo.mxd

Image Source: ESRI 2017
Date: 3-27-19

0 500 1,000 Feet

N

Topographic Map
Matanzas Woods Golf Course
Flagler County, Florida

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Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\soil.mxd

Image Source: ESRI 2017
Date: 3-23-19

0 500 1,000 Feet

N

Soil Map
Matanzas Woods Golf Course
Flagler County, Florida

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201 Basque Rd | St. Augustine, FL 32080

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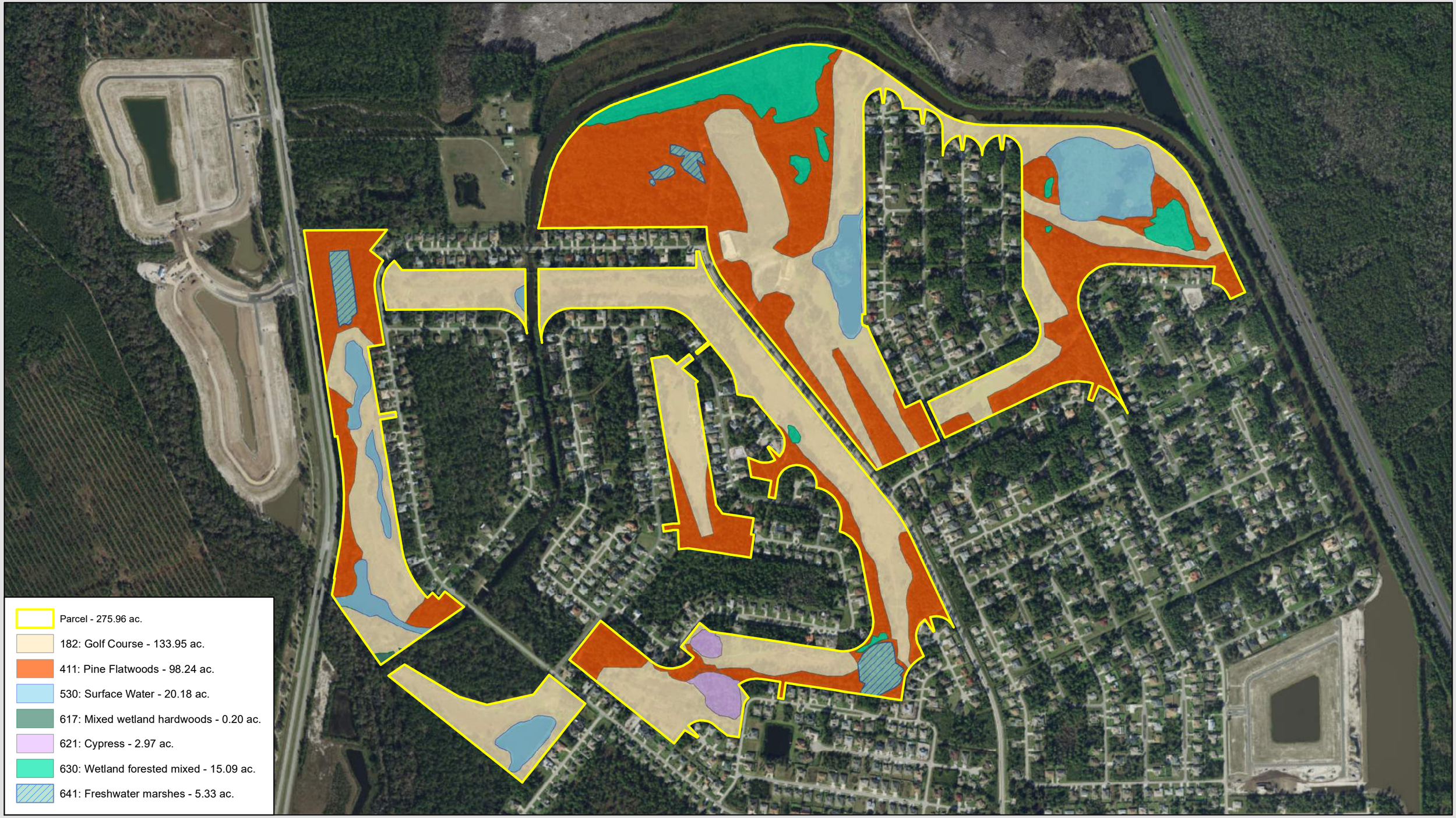

Image Source: ESRI 2019
Date:4-19-21

0 350 700 Feet

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Habitat Map
Matanzas Woods Golf Course
Flagler County, Florida

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Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\Wet-SW-Iso.mxd

Image Source: ESRI 2017
Date: 8-12-19

0 350 700 Feet

N

Wetland and Surface Water Map
Matanzas Woods Golf Course
Flagler County, Florida

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APPENDIX II

HABITAT ASSESSMENTS

PART I – Qualitative Description
Wetland Quality Assessment Method

Site/Project Name	Application Number	Assessment Area Name or Number
Matanzas Woods Golf Course		

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
617,630, 641			26.20 acre

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
9 - Matanzas & Pellicer Creek		

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The site is bound by development and roads

Assessment area description

The wetlands onsite have been impacted by the past pine silviculture, surrounding develpment, and fire suppression.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
Roads and homes around the property	N/A

Functions	Mitigation for previous permit/other historic use
Provides cover, roosting, substrate, and/or refuge; food chain support; water quality improvements, flood water storage/attenuation.	N/A

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
Whitetail deer, bobcat, cottonmouth, Eastern diamondback rattlesnake, pigmy rattlesnake, wading birds, redshouldered hawk, vultures, various passerine birds,	Wading Birds - feeding & roosting ;

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
JS	3/25/2019

PART II – Quantification of Assessment Area
Wetland Quality Assessment Method

Site/Project Name	Application Number	Assessment Area Name - Review (Original)
Matanzas Golf Course		
Assessment Area Acreage	**Review (Original) Assessment conducted by:**	**Review (Original) Assessment dates:**
26.20 acre	JS	3/25/19

Scoring Guidance	Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

Location and Landscape Support Score: 6	Notes:	Adjacent Landscape Description Development and roads and past land uses and disturbance dramatically affect habitat and wildlife usage.
Water Environment Score: 6	Notes:	Soils Description not appropriate soil composition due to drainage and ditching found offsite Hydrology Description Hydrology has been affected by pine rowing, ditches, and development
Community structure 1. Vegetation and/or 2. Benthic Community Score: 6	Notes:	Vegetation & Wildlife Notations Heavy coverage of Chinese tallow. Fire suppresion has affected biodiversity and age composition. FLUCFCS** Code: 617, 621,630, 641

WQAM Score	Wetland Category Key - Application Package Requirements from Proposed Wetland Impacts		
Sum of above / 30	Minimal (0.00 - 0.40)	Moderate (0.41 - 0.70)	Optimal (0.71 - 1.0)
	Wetland Impact Analysis	Wetland Impact Analysis	Wetland Impact Analysis
	25' avg. 15' min. upland buffer	25' avg. 15' min. upland buffer	50' avg. 25' min. upland buffer
Score	Compensatory Mitigation	Compensatory Mitigation	Compensatory Mitigation
0.6	State and federal permits	State and federal permits	State and federal permits
		Avoidance and Minimization Analysis	Avoidance and Minimization Analysis
			No Net Loss' Analysis

APPENDIX III

CULTURAL RESOURCE ASSESSMENT

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

March 27, 2019

Jody Sisk
Atlantic Ecological Services
904-347-9133
jody@atlanticeco.com

Parcel ID 07-11-31-7037-ORPOA-0002

In response to your inquiry of March 27, 2019, the Florida Master Site File lists one archeological resource and one resource group recorded at the designated area in Flagler County, Florida

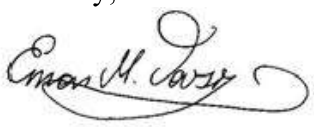
Sections 21, 22, 27, and 28, Township 10 S, Range 30 E

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

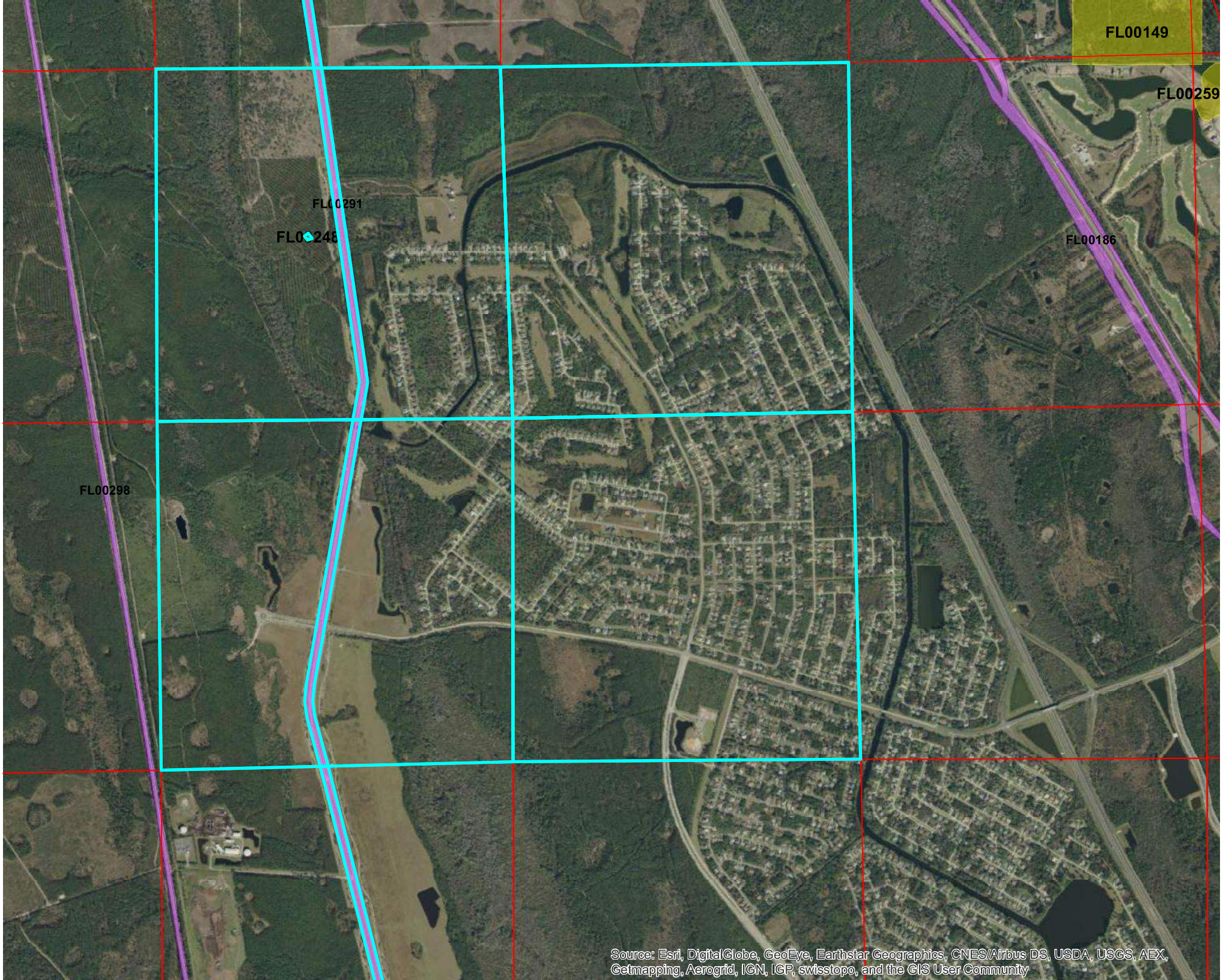


Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

AR=1
SS=0
CM=0
RG=1
BR=0
Total=2

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FL00248	AR	Davis' Station	Palm Coast		Not Eligible	
FL00291	RG	US-1	Palm Coast	Linear Resource	Not Eligible	


FL00149
FL00259
FL00291
FL00186
FL00298
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

P > 12/20/2004 SB
E

Page 1

☒ Original
☐ Update
(give site#)

ARCHAEOLOGICAL SITE FORM
FLORIDA MASTER SITE FILE
Version 2.2 3/97

Consult *Guide to Archaeological Site Form* for detailed instructions.

Site #8 FL248
Recorder Site# WPC Series
Field Date 00 / 00 / 03
Form Date 02 / 29 / 04

Site Name(s) Davis' Station
Project Name Cultural Resource Survey of West Palm Coast, Flagler
Multiple Listing (DHR only)
FMSF Survey # 16347

Ownership: ☒private-profit ☐private-nonprofit ☐private-individual ☐private-unspecif. ☐city ☐county ☐state ☐federal ☐foreign ☐Native American ☐unknown

USGS 7.5 Map Name & Date ~~Dinner Island NE~~ ESPANOLA
County Flagler

Township 10 Range 30 Section 21 ☐ Check if Irregular Section; Qtr. Section (check all that apply): ☐NE ☒NW ☐SE ☐SW

Landgrant
Tax Parcel # (s)

City / Town (if within 3 mi.) Palm Coast
In Current City Limits? ☐yes ☒no ☐unknown

UTM: Zone ☐16 ☐17 Easting 0 Northing 0

Address / Vicinity of / Route to U.S.1 bisects, adjacent to existing Palm Coast; proposed for annexation

Name of Public Tract (e.g., park)

SETTING *

☒ Land - *terrestrial*
☐ Cave/Sink - *subterranean*
- ☐ terrestrial
- ☐ aquatic
- ☐ intermittently flooded

☐ Wetland - *palustrine*
- ☐ usually flooded
- ☐ sometimes flooded
- ☐ usually dry

☐ Lake/Pond - *lacustrine*
☐ River/Stream/Creek - *riverine*
☐ Tidal - *estuarine*
☐ Saltwater - *marine*
- ☐ marine unspecified
- ☐ "high energy" marine
- ☐ "low energy" marine

☐ Other store/station

STRUCTURES - OR - FEATURES *

☐ aboriginal boat	☐ fort	☐ road segment
☐ agric/farm building	☐ midden	☐ shell midden
☐ burial mound	☐ mill unspecified	☐ shell mound
☒ building remains	☐ mission	☐ shipwreck
☐ cemetery/grave	☐ mound unspecified	☐ subsurface features
☐ dump/refuse	☐ plantation	☐ surface scatter
☐ earthworks	☐ platform mound	☐ well

FUNCTION *

☐ none specified
☐ campsite
☐ extractive site
☐ habitation (prehistoric)
☒ homestead (historic)
☐ farmstead
☐ village (prehistoric)
☐ town (historic)
☐ quarry

Aboriginal *

☐ Alachua	☐ Englewood	☐ Glades unspecif.	☐ St. Augustine	☐ Seminole: 2d War To 3d	
☐ Archaic, Early	☐ Fort Walton	☐ Hickory Pond	☐ St. Johns Ia	☐ Seminole: 3d War On	
☐ Archaic, Middle	☐ Glades Ia	☐ Leon-Jefferson	☐ St. Johns Ib	☐ Seminole unspecified	
☐ Archaic, Late	☐ Glades Ib	☐ Malabar I	☐ St. Johns I unspecified	☐ Swift Creek, Early	
☐ Archaic unspecified	☐ Glades I unspecif.	☐ Malabar II	☐ St. Johns IIa	☐ Swift Creek, Late	
☐ Belle Glade I	☐ Glades IIa	☐ Manasota	☐ St. Johns IIb	☐ Swift Creek, unspecified	
☐ Belle Glade II	☐ Glades IIb	☐ Mount Taylor	☐ St. Johns IIc	☐ Transitional	
☐ Belle Glade III	☐ Glades IIc	☐ Norwood	☐ St. Johns II unspecified	☐ Weeden Island I	
☐ Belle Glade IV	☐ Glades II unspecif.	☐ Orange	☐ St. Johns unspecified	☐ Weeden Island II	
☐ Belle Glade unspecif.	☐ Glades IIIa	☐ Paleoindian	☐ Santa Rosa	☐ Weeden Island unspecif.	
☐ Cades Pond	☐ Glades IIIb	☐ Pensacola	☐ Santa Rosa-Swift Creek	☐ Prehistoric nonceramic	
☐ Deptford	☐ Glades IIIc	☐ Perico Island	☐ Seminole: Colonization	☐ Prehistoric ceramic	
	☐ Glades III unspecif.	☐ Safety Harbor	☐ Seminole: 1st War To 2d	☐ Prehistoric unspecified	

Nonaboriginal *

☐ First Spanish 1513-99
☐ First Spanish 1600-99
☐ First Spanish 1700-1763
☐ First Spanish unspecified
☐ British 1763-1783
☐ Second Spanish 1783-1821
☐ American Territorial 1821-45
☐ American Civil War 1861-65
☐ American 19th Century
☒ American 20th Century
☐ American unspecified
☐ African-American

☐ Other (Less common phases are not check-listed. For historic sites, also give specific dates if known.)
1940s - 1960s roadside store/station/residence

* Consult *Guide to Archaeological Site Form* for preferred descriptions not listed above (data are "coded fields" at the Site File).

Potentially eligible for a local register? ☐yes: name register at right ☒no ☐insufficient info
Individually eligible for National Register? ☐yes ☒no ☐insufficient info
Potential contributor to NR district? ☐yes ☒no ☐insufficient info
Name of local register if eligible:

Explanation of Evaluation (Required if evaluated; limit to 3 lines; attach full justification)
Station demolished

Recommendations for Owner or SHPO Action documentation only

DHR USE ONLY OFFICIAL EVALUATIONS DHR USE ONLY

NR DATE __/__/__
DELIST DATE __/__/__

KEEPER-NR ELIGIBILITY: ☐yes ☐no
SHPO-NR ELIGIBILITY: ☐yes ☑no ☐potentially elig. ☐insufficient info. Date 12/6/04
LOCAL DESIGNATION: Date __/__/__
Local office

National Register Criteria for Evaluation ☐a ☐b ☐c ☐d (See National Register Bulletin 15, p. 2)

ARCHAEOLOGICAL SITE FORM

Site #8 FL248

Consult *Guide to Archaeological Site Form* for detailed instructions.

SITE DETECTION*

- ☐ no field check
- ☒ literature search
- ☒ informant report
- ☒ remote sensing
- ☒ exposed ground
- ☐ posthole digger
- ☐ auger--size:___
- ☒ unscreened shovel
- ☒ screened shovel
- _____
- _____
- _____

SITE BOUNDARIES*

- ☐ bounds unknown
- ☐ none by recorder
- ☒ literature search
- ☒ informant report
- ☐ remote sensing
- ☒ insp exposed ground
- ☐ posthole tests
- ☐ auger--size:_____
- ☒ unscreened shovel
- ☒ screened shovel
- ☐ block excavations
- ☐ estimate or guess

Other methods; number, size, depth, pattern of units; screen size (attach site plan) Surface observations and documentation of building debris

Extent Size (m^2) 50 Depth/stratigraphy of cultural deposit _____

Temporal Interpretation* - Components (check one): ☒ single ☐ prob single ☐ prob multiple ☐ multiple ☐ uncertain ☐ unknown

Describe each occupation in plan (refer to attached large scale map) and stratigraphically. Discuss temporal and functional interpretations: 1940s - 1960s store/station

Integrity Overall disturbance*: ☐ none seen ☐ minor ☐ substantial ☐ major ☐ redeposited ☒ destroyed-**documentl** ☐ unknown

Disturbances/threats/protective measures site destroyed

Surface: area collected none m^2 # collection units _____ ; Excavation: # noncontiguous blocks _____

Total Artifacts #_____(C)ount or (E)stimate? Surface #_____(C) or (E) Subsurface #_____ (C) or (E)

COLLECTION SELECTIVITY*

- ☐ unknown
- ☐ unselective (all artifacts)
- ☒ selective (some artifacts)
- ☐ mixed selectivity

SPATIAL CONTROL*

- ☐ uncollected
- ☐ general (not by subarea)
- ☐ unknown
- ☐ controlled (by subarea)
- ☐ variable spatial control
- ☐ Other_____

ARTIFACT CATEGORIES* and DISPOSITIONS* (*example:* A bone-human)

Pick exactly one *code* from Disposition List ⇨ ⇨ ⇨ ⇨

___	bone-animal	___	exotic-nonlocal
___	bone-human	___	glass
___	bone-unspecified	___	lithics-aboriginal
___	bone-worked	X	metal-nonprecious
X	brick/building debris	___	metal-precious/coin
___	ceramic-aboriginal	___	shell-unworked
___	ceramic-nonaboriginal	___	shell-worked
___	daub	___	Others: _____

Disposition List*

- A - category always collected
- S - some items in category collected
- O - observed first hand, but not collected
- R - collected and subsequently left at site
- I - informant reported category present
- U - unknown

Artifact Comments building debris

DIAGNOSTICS (Type or mode, and frequency: e.g., *Suwanee ppk, heat-treated chert, Deptford Check-stamped, ironstone/whiteware*)

1. _____	N=___	5. _____	N=___	9. _____	N=___
2. _____	N=___	6. _____	N=___	10. _____	N=___
3. _____	N=___	7. _____	N=___	11. _____	N=___
4. _____	N=___	8. _____	N=___	12. _____	N=___

Nearest fresh water type* & name (incl. relict source) Hulett Branch Distance (m)/bearing 500 meters

Natural community (FNAI category* or leave blank) upland pine forest

Local vegetation pine forest

Topography* sand ridge Min Elevation____meters Max Elevation____meters

Present land use agricultural/planted pine

SCS soil series _____ Soil association _____

Informant(s): Name/Address/Phone/Email Dana Ste.Claire, Heritage Services, heritagesrvcs@aol.com

Describe field & analysis notes, artifacts, photos. For each, give type*(e.g., notes), curating organization*, accession #s, and short description.

Heritage Services, Inc. records; report on file with DHR

Manuscripts or Publications on the site (Use continuation sheet, give FMSF# if relevant) Cultural Resource Assessment Survey of the West Palm Coast Development, Flagler County, Florida; Ste.Claire, Dana 2004

Recorder(s): Name/Addr./Phone/Email Dana Ste.Claire, Heritage Services, Inc.; heritagesrvcs@aol.com

Affiliation* or FAS Chapter Heritage Services, Inc.

* Consult *Guide to Archaeological Site Form* for preferred descriptions not listed above (data are "coded fields" at the Site File).

SITE PLAN & USGS REQUIRED At 1"=300' (1:3600) or larger scale, show: site boundaries, scale, north arrow, datum, test/collection units, landmarks, mappers, date.

Hulett Branch Dump – 8FL246

This small, spatially isolated refuse dump site was discovered during a surface inspection of a sandy fire lane in western regions of the West Palm Coast properties (see Figure 5). It is located in the northwest quarter of the southwest quarter of Section 16, Township 10 South, Range 30 East. The site was evidenced by a scatter of characteristic late 19th century bottle fragments and a few metal pieces. The refuse pit has been thoroughly displaced by the fire land cut. Efforts to locate associated features or a possibly related homestead site through subsurface testing were unsuccessful. It is surmised that the site is completed destroyed. Thus, **it is concluded that 8FL246 is not eligible for inclusion on the National Register of Historic Places.**

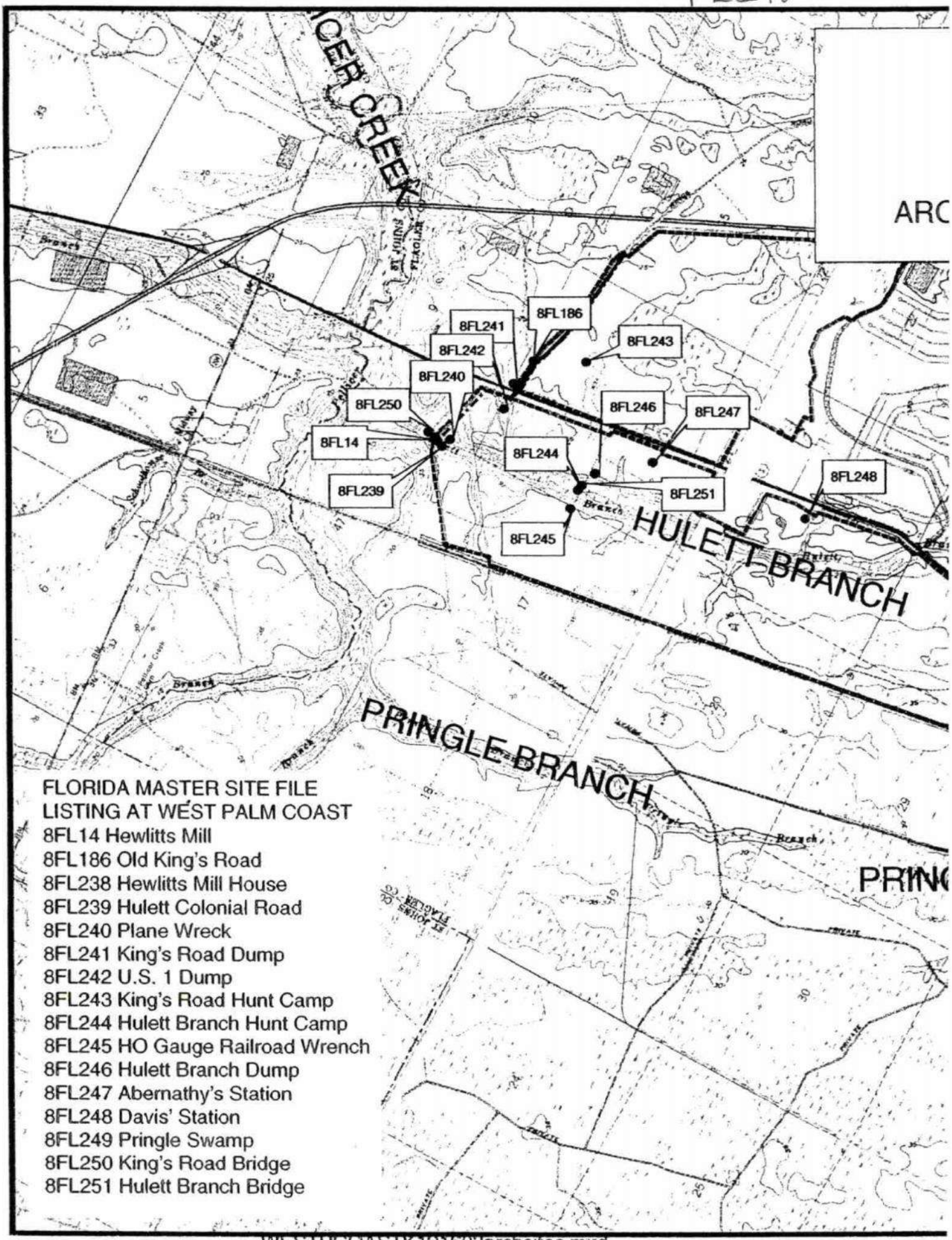
Abernathy's Station – 8FL247
Davis' Station – 8FL248

Interviews with two local residents provided information regarding two historic sites that were located on Parcel A of West Palm Coast properties. The locations of two filling stations/general stores were identified by Dupont (2003) for the west side of U.S. 1 (the northeast quarter of the southwest quarter of Section 16, Township 10 South, Range 30 East for Abernathy's Station and the center of Section 21, Township 10 South, Range 30 East for Davis' Station. Both Abernathy's and Davis' Stations were once essential businesses to service vehicular traffic prior to the construction of I-95. Dupont stated the Ralph Abernathy filling station was opened sometime in the 1930s. He thought the Davis filling station was later, in the early 1950s. The sites of these two businesses were identified by the field reconnaissance crew at the specific areas pinpointed by Dupont on topographic and aerial maps. Field inspections reveal the remnants of structures demolished in the past decade. Structural and archaeological integrity of both sites have been greatly compromised due to the destruction of the stations, thus **it is concluded that 8FL247 and 8FL248 are not eligible for inclusion on the National Register of Historic Places.**

Pringle Swamp – 8FL249

Only one prehistoric archaeological site (8FL249), a small ceramic scatter, was discovered during the subject survey. The site is located in the northwest quarter of the northwest quarter of Section 10, Township 11 South, Range 30 East (see Figure 5). The site was evidenced by two pottery sherds: a St. Johns Plain fragment and a St. Johns Check-Stamped fragment. Based on site density and diagnostic artifacts, it is surmised that the ceramics represent an isolated prehistoric hinterland activity, possible hunting, during the late St. Johns cultural periods (ca. post A.D. 800).

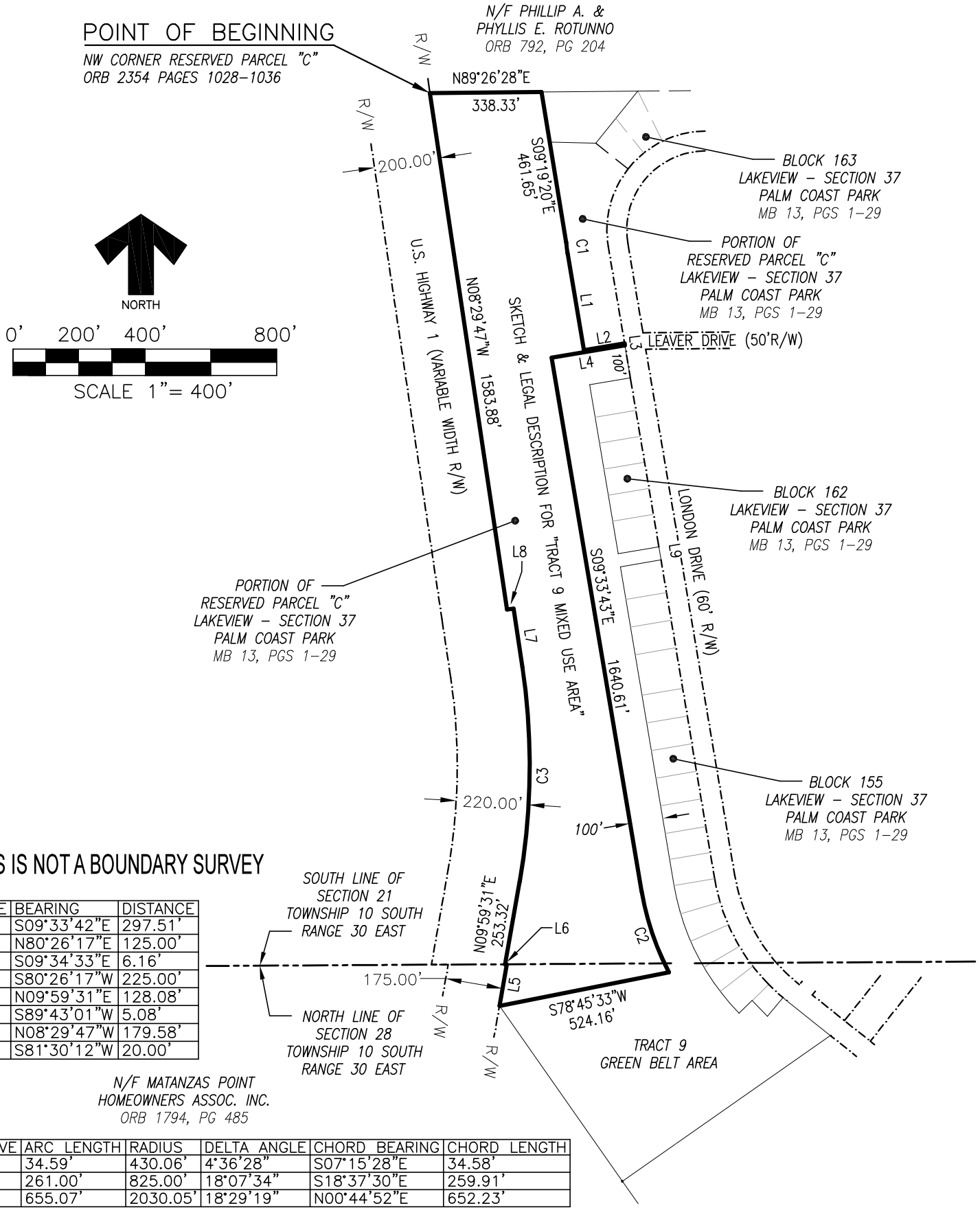
FL248



FLORIDA MASTER SITE FILE
LISTING AT WEST PALM COAST

8FL14 Hewlitts Mill
8FL186 Old King's Road
8FL238 Hewlitts Mill House
8FL239 Hulett Colonial Road
8FL240 Plane Wreck
8FL241 King's Road Dump
8FL242 U.S. 1 Dump
8FL243 King's Road Hunt Camp
8FL244 Hulett Branch Hunt Camp
8FL245 HO Gauge Railroad Wrench
8FL246 Hulett Branch Dump
8FL247 Abernathy's Station
8FL248 Davis' Station
8FL249 Pringle Swamp
8FL250 King's Road Bridge
8FL251 Hulett Branch Bridge

WESTPCOASTK121603archsites.mxd



LINE	BEARING	DISTANCE
L1	S09°33'42"E	297.51'
L2	N80°26'17"E	125.00'
L3	S09°34'33"E	6.16'
L4	S80°26'17"W	225.00'
L5	N09°59'31"E	128.08'
L6	S89°43'01"W	5.08'
L7	N08°29'47"W	179.58'
L8	S81°30'12"W	20.00'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	34.59'	430.06'	4°36'28"	S07°15'28"E	34.58'
C2	261.00'	825.00'	18°07'34"	S18°37'30"E	259.91'
C3	655.07'	2030.05'	18°29'19"	N00°44'52"E	652.23'

K K
LB #7991

KUHAR SURVEYING & MAPPING, LLC

1501 RIDGEWOOD AVENUE, SUITE 205, HOLLY HILL, FLORIDA 32117
Phone: 386-672-0002 WWW.KUHARSURVEYING.COM

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

SKETCH	
DATE:	5/11/2026
PROJECT:	K24017
FILE:	K24017 WORKSHEET.DWG
FIELD BOOK: N/A	PAGE: N/A
SHEET 1 OF 2	1" = 400'

K:\KUHAR PROJECTS 2024\KUHAR 24017 - MATANZAS TRACT 10 PLAT - BOB DICKINSON - ALEX U\DWG\K24017 WORKSHEET.DWG

LEGAL DESCRIPTION

A PORTION OF RESEVED PARCEL "C", LAKEVIEW – SECTION 37 PALM COAST PARK AT PALM COAST, AS RECORDED IN MAP BOOK 13, PAGES 1 THROUGH 29 INCLUSIVE, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF SAID RESERVED PARCEL "C" (SAID POINT BEING LOCATED ON THE EASTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY NO. 1, A VARIABLE WIDTH PUBLIC RIGHT–OF–WAY); THENCE DEPARTING SAID RIGHT–OF–WAY LINE ALONG THE NORTHERLY LINE OF SAID PARCEL "C", NORTH 89°26'28" EAST FOR A DISTANCE OF 338.33 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 09°19'20" EAST FOR A DISTANCE OF 461.65 FEET TO A NON–TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 34.59 FEET, A RADIUS OF 430.06 FEET, A CENTRAL AGLE OF 04°36'28", A CHORD BEARING OF SOUTH 07°15'28" EAST AND A CHORD LENGTH OF 34.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 09°33'42" EAST FOR A DISTANCE OF 297.51 FEET; THENCE NORTH 80°26'17" EAST FOR A DISTANCE OF 125.00 FEET TO THE WESTERLY RIGHT–OF–WAY LINE OF LONDON DRIVE, A 60–FOOT WIDE PUBLIC RIGHT–OF–WAY PER SAID PLAT OF LAKEVIEW SECTION 37; THENCE ALONG SAID RIGHT–OF–WAY LINE SOUTH 09°34'33" EAST FOR A DISTANCE OF 6.16 FEET; THENCE DEPARTING SAID RIGHT–OF–WAY LINE SOUTH 80°26'17" WEST FOR A DISTANCE OF 225.00 FEET; THENCE SOUTH 09°33'43" EAST FOR A DISTANCE OF 1640.61 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 261.00 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 18°07'34", A CHORD BEARING OF SOUTH 18°37'30" EAST AND A CHORD DISTANCE OF 259.91 FEET TO A NON–TANGENT LINE; THENCE DEPARTING SAID CURVE ALONG SAID LINE SOUTH 78°45'33" WEST FOR A DISTANCE OF 524.16 FEET TO THE AFOREMENTIONED EASTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTHERLY ALONG SAID RIGHT–OF–WAY LINE FOR THE FOLLOWING FIVE (5) COURSES; THENCE NORTH 09°59'31" EAST FOR A DISTANCE OF 128.08 FEET; THENCE SOUTH 89°43'01" WEST FOR A DISTANCE OF 5.08 FEET; THENCE NORTH 09°59'31" EAST FOR A DISTANCE OF 253.32 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 655.07 FEET, A RADIUS OF 2030.05 FEET, A CENTRAL ANGLE OF 18°29'19", A CHORD BEARING OF NORTH 00°44'52" EAST AND A CHORD DISTANCE OF 652.23 FEET TO A POINT OF TANGENCY; THENCE NORTH 08°29'47" WEST FOR A DISTANCE OF 179.58 FEET; THENCE SOUTH 81°30'12" WEST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 08°29'47" WEST FOR A DISTANCE OF 1583.88 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 19.41 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THE UNDERSIGNED. THIS IS NOT A BOUNDARY SURVEY.

2. BEARINGS BASED ON THE EASTERLY RIGHT–OF–WAY LINE OF U.S. HIGHWAY 1 HAVING A BEARING OF N08°29'47"W (PLAT).

3. HORIZONTAL DATUM IS NORTH AMERICAN DATUM 1983 (NAD 83), FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

4. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH AND DESCRIPTION WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. NO TITLE WORK HAS BEEN PROVIDED TO THE UNDERSIGNED FOR THIS PARCEL OF LAND OR ADJACENT PARCELS.

5. UNDERGROUND FOUNDATIONS AND UTILITIES (IF ANY) NOT SHOWN HEREON.

6. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR/MAPPER.

7. SYMBOLS SHOWN HEREON SUCH AS VALVES AND UTILITY POLES ARE NOT TO SCALE.

8. THE PURPOSE OF THIS SKETCH AND DESCRIPTION WAS TO PREPARE A DESCRIPTION FOR ADMINISTRAIVE PURPOSES, AS REQUESTED BY THE CLIENT.

9. THE UNDERSIGNED MAKES NO CLAIMS AS TO OWNERSHIP AND/OR RIGHTS OF POSSESSION.

ABBREVIATIONS – LEGEND

N/F	NOW OR FORMERLY
MB	MAP BOOK
PG	PAGE
PGS	PAGES
ORB	OFFICIAL RECORDS BOOK
R/W	RIGHT OF WAY
U.E.	UITILITY EASEMENT
A.E.	ACCESS EASEMENT

CERTIFIED TO:
ALEX USTILOVSKY; CHIUMENTO LAW.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J–17.050 THRU 17.053, FLORIDA ADMINISTRATIVE CODE.

Kenneth J Kuhar

Digitally signed by Kenneth J Kuhar
Date: 2026.05.11 12:51:09 -04'00'

KENNETH J. KUHAR
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105

K K
LB #7991

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DESCRIPTION		
DATE:	5/11/2026	
PROJECT:	K24017	
FILE:	K24017 WORKSHEET.DWG	
FIELD BOOK: N/A	PAGE: N/A	
SHEET 1 OF 2	1" = N/A	

K:\KUHAR PROJECTS 2024\KUHAR 24017 – MATANZAS TRACT 10 PLAT – BOB DICKINSON – ALEX U\DWG\K24017 WORKSHEET.DWG

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Meredith Wearsch
Mark Hall
Eric R. Sloan, *of-counsel*

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

CHIUMENTO LAW

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

April 2, 2026

RE: Lakeview Estates
Matanzas GC Palm Coast, LLC
Parcel Identification Number: 07-11-31-7037-0RP0A-0002
07-11-31-7037-0RP0A-0011
07-11-31-7037-0RP0A-0140

To Whom It May Concern:

Matanzas GC Palm Coast, LLC, a Florida limited liability company is the owner of approximately 182 acres located in the L Section of Palm Coast (formerly known as the Matanzas Golf Course) and as further demonstrated on the attached map identified on **Exhibit "A".**

Currently, the owner has an application into the City of Palm Coast for the First Amendment to the Master Planned Development Agreement. The intent of the application to amend is to allow for development on Tract 3 and amend the allowed uses on Tract 8 along U.S. Highway 1. This Amendment will also incorporate the dedication by the developer to the City of a park. This request is consistent with the City's comprehensive plan and land development regulations.

As required by City Code, we will be having a neighborhood meeting on **Tuesday, April 14, 2026 at 6:00 p.m. at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137** (see attached **Exhibit "B"** with directions on how to enter the school) to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT A

MATANZAS WOODS
DEVELOPMENT TRACTS

EXHIBIT "B"

Enter at northern gate of Indian Trails and park in the Sigma Parking lot.

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
Kareen Movsesyan
Sydney N. Stoneburner
Eric R. Sloan
Thomas R. Pycraft *
Christy Earls
Paul H. Threatt

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

57 W. Granada Blvd.
Ormond Beach, FL 32174

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

April 30, 2026

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Via E-Mail Only

RE: Lakeview Estates
Matanzas GC Palm Coast, LLC
Parcel Identification Number: 07-11-31-7037-0RP0A-0002
07-11-31-7037-0RP0A-0011
07-11-31-7037-0RP0A-0140

Dear Sir or Madam:

On Tuesday, April 14, 2026 the Applicant, Matanzas GC Palm Coast, LLC conducted a neighborhood information meeting held at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137. As noted by the attached sign-in sheet, more than fifty (50) people from the public attended. Present at the meeting were myself, applicant representative and City Planner.

During the neighborhood meeting, the attendees asked several questions regarding the aforementioned application. Below is a reproduction of those questions/concerns and the Applicant's response in *italics* directly beneath the question.

- **Will this project increase density beyond what is currently allowed or expected?**

The rezoning request is being evaluated in accordance with the City's Comprehensive Plan and Land Development Code. Any proposed density will remain within the parameters established or approved through the rezoning process and will not exceed what is ultimately authorized by the City.

- **How will existing viewshed protections be preserved or modified?**

Site design will take into account applicable buffering, setbacks, and landscaping requirements to help preserve visual character. Any modifications to existing viewshed conditions would be subject

to City review and compliance with adopted standards.

- **Are any structures or improvements planned directly adjacent to or behind my property?**

Specific site layout details are still being refined. Future development plans will comply with all required setbacks, buffering, and compatibility standards to ensure appropriate transitions between uses.

- **Which parcels or tracts are proposed for development, and what are their current designations?**

The rezoning application identifies the subject parcels under consideration. All current and proposed land use and zoning designations are documented in the application materials submitted to the City for review.

- **Will you commit to continued investigation and remediation of any arsenic or environmental contamination issues?**

Any environmental concerns will be addressed in accordance with applicable state and federal regulations. Appropriate assessments and, if necessary, remediation efforts will be conducted to ensure the property meets required safety standards.

- **Do you intend to convey any remaining portions of the property to the City of Palm Coast?**

There are no commitments at this time regarding conveyance of additional property. Any such action would be coordinated with the appropriate governing agencies if it becomes relevant.

- **Will any undeveloped portions of the property be placed into a permanent conservation easement?**

The potential for conservation areas or easements will be evaluated as part of the overall development planning process and in coordination with City requirements and environmental considerations.

- **How will utilities (water, sewer, stormwater, electric) be extended and managed for this development?**

Utility infrastructure will be designed and constructed in coordination with the City and relevant service providers. All systems will meet applicable capacity, design, and regulatory requirements.

- **What analysis has been performed regarding potential impacts on surrounding property values?**

Property value impacts are influenced by a variety of market factors. The project will be designed to meet City standards and compatibility requirements, which are intended to support orderly and beneficial development.

- **Do you dispute or acknowledge concerns that the project may negatively affect nearby property values?**

We understand that property value concerns are important to residents. While outcomes can vary, the project will adhere to City regulations and design standards intended to promote compatibility and protect community character.

- **Will there be new or modified access points to U.S. Highway 1, and how will traffic be managed?**

Access and traffic circulation will be evaluated through required traffic studies and coordinated with the appropriate transportation agencies. Any improvements or modifications will be subject to agency approval.

- **What measures will be implemented to address flooding or stormwater impacts in the area?**

Stormwater management systems will be designed in accordance with local and state regulations

to ensure proper drainage, retention, and water quality treatment, minimizing impacts to surrounding properties.

- **How will local wildlife and habitat displacement be addressed?**

Environmental features and habitat considerations will be evaluated during the planning process. Development will comply with applicable environmental regulations and incorporate mitigation measures where required.

- **What provisions are being made for school transportation and student safety?**

The project will coordinate with the local school district regarding transportation needs. Roadway and pedestrian infrastructure will be designed to meet safety standards applicable to school access.

- **How will anticipated population increases affect school capacity and overcrowding?**

School capacity is managed by the local school district. Any impacts will be addressed through the district's planning processes, and applicable impact fees or requirements will be met.

- **What impact will this project have on local taxes or assessments?**

The project is expected to contribute to the local tax base. Any applicable impact fees or assessments will be paid in accordance with City and County requirements.

- **What is the timeline for development of any proposed park or recreational facilities?**

If recreational amenities are included, their timing will be aligned with the overall development phasing plan and subject to City review and approval.

- **Who will be responsible for funding, constructing, and maintaining the park?**

Responsibility for funding, construction, and maintenance will be determined as part of the development approvals and may involve the developer, a homeowners' association, or other entities as approved by the City.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Lakeview Estates
Matanzas GC Palm Coast, LLC

NEIGHBORHOOD MEETING – TUESDAY April 14, 2026

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS
Angelo Crispin	49 Londonderry Dr.	347 239 9942	operatoracrise@yahoo.com
ALBA SCALISE	240 London Dr	845-702-8919	pescalise@Gmail.com.
Kenneth Lenning	232 London Dr		Kenii01.04@yahoo.com
Michele Lenning	232 London Dr.		mlpteach4@yahoo.com
John Furlong	35 London Dr.		John8of9@aol.com
Diane Furlong	35 London Dr.		dcat56@gmail.com
LUZ CURRAS	205 London DR.	917-744-3741	LUZCURRAS@Gmail.com
Karla Lehmann	32 Leidel Dr		Karcar14@hotmail.com
Amy Beaver	73 LANCELOT DRIVE	386-302-7220	
Celeste J. Lyon	75 Lancelot Drive	832-439-0539	

Lorraine DeArmoft	130 Laramie Drive	410-322-3640	LABoushell@gmail.com
Michael DeArmoff	130 Laramie	443 466 3736	dearmoff7@yahoo.com
ALEX GREEN	60 LANCELOT DR.	610-637-9291	ALEXGREEN1GMAIL.COM
PETER/SANDY CAVALIERE	125 LARAMIE DR	(386) 453-4431	petercavaliere@bellsouth.net
Mary Thomas	119 London DR	(772) 240-8710	marytea57@gmail.com
Art White	119 London DR	(772) 678-2433	arw757@yahoo.com
Amy Jean Skidmore	56 Leidel Dr.	(608) 899-5982	amyjscanFL@gmail.com
Sandy Hitchens	62 Leidel Dr	843-492-1645	Sandy.hitchens@yahoo.com
Lorraine Call	53 Leidel Dr.	917-751-1622	CallML@outlook.com
Deborah O'Neal	132 London Dr.	386 302-2833	Oprime2do@gmail.com
Ginger Taylor	130 London DR.	215-802-2838	—
JAIRO CASTRO	1 LEIDEL DRIVE	917-678-4868	jairoski@gmail.com

Mark Kirkelie & Barbara	9 Lee Pl.	615-498-0622	mkirkelie@bellsouth.net
Jeffrey + Shandy Ward	45 Londonderry Dr	402-699-6160	jsward0708@gmail.com
[redacted]	[redacted]		[redacted]
RAYMOND SPIEWAK	70 LEE	(508) 330-8775	rjspiewak@gmail.com
Bill & Natalya Olivier	30 Leidel Dr	315-922-8635	tdub1963@yahoo.com
DIANA MINOTTI	207 LONDON	386.237.3233	dianadmfa@gmail.com
PERRY MINOTTO	207 London	386.237.2140	perrydmfa@gmail.com
Yves Frederic	59 Lee Dr	386-366-3856	Jadolore_99@Yahoo.com
Denise Halle	5 Lake Charles Lane	732-406-0359	dtowell123@gmail.com
Davina & Fernando Leitzelar	74 Lee DR	207-228-4693	dfleitzelar@yahoo.com
GARY BIEDERMANN	50 MATANZAS LAKES DR	828 778 9506	BIEDERMANN63@GMAIL.COM
George Melo	6 Lemisdale	917-295-1799	GMFJC2010@Gmail.com

NAME	ADDRESS	PHONE #	E MAIL
JACK & NANCY CAYOUETTE	163 LONDON DR.	386-445-5607	~~[illegible]~~ nancycayouette@gmail.com
RICHARD B. RICCARDI	224 LONDON DR	2013625220	RICHSHINDO@YAHOO
Keith Flynn	47 Londonderry	386-503-3525	Kflynn@marineland.net
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Donna Stack	2 Lake Success Place	718 309 7555	ddstack4307@gmail.com
Lauren Piemontese	157 London Dr.	570.449.9123	lpiemo05@gmail.com
Ann Doherty	155 London Dr.	352.455.9595	Storecoups@gmail.com
Karen & Steve Williams	190 London Dr	386-864-0927	Kwilliams33036@yahoo
GENE WAGGAMAN	53 LONDONDERRY	203-249-1961	EWAGGAMAN@GMAIL.COM
Shaun Schich	55 Londonderry Dr	919 961 4650	JAVAC88@gmail.com
Corinne Schich	55 Londonderry Dr	904-806-8060	dolancorinne@yahoo.com

NAME	ADDRES	PHONE #	EMAIL
BARBARA MCFARLANE	219 LONDON DR.	—	—
Ernelia Cespedes	218 London Dr	386 864 0408	—
Jackie Dempsey	195 London Dr.	386-446-4430	jackie dose yahoo.com
Alton W. Dempsey Sr.	195 London Drive	386-446-4430	
Karen & Stephen Berko	56 Lee Dr.	—	Kaberko@gmail.com
Kathy Lukach	46 Matanzas Cove Dr		

NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this _____day of May, 20 26 personally appeared Thomas Davidson who after providing personally Known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

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

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

OR

_____ **At least seven (7) days before the hearing date advertising the date, time, and location of the City Council hearing.**

Signature of Responsible Party

Thomas Davidson
Printed Name

145 City Pl. Ste 301, Palm Coast FL 32164
Mailing Address

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

SEAL

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

ORDINANCE NO. 2021-01
LAKEVIEW ESTATES MPD
DEVELOPMENT AGREEMENT
APPLICATION #4150

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR 280.6 +/- ACRES OF CERTAIN REAL PROPERTY PREVIOUSLY KNOWN AS THE MATANZAS GOLF COURSE AND GENERALLY LOCATED BETWEEN 0.5 TO 1.25 MILES NORTH OF MATANZAS WOODS PARKWAY, WEST OF I-95, AND EAST OF US HIGHWAY 1, AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" FROM MASTER PLANNED DEVELOPMENT WITHOUT A DEVELOPMENT AGREEMENT TO LAKEVIEW ESTATES MASTER PLANNED DEVELOPMENT (MPD) WITH A DEVELOPMENT AGREEMENT AS PER SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; BY ALLOWING INSTITUTIONAL USES ALONG US HIGHWAY 1; CLUSTERED RESIDENTIAL USES AT AN OVERALL DENSITY OF UP TO ONE DWELLING UNIT PER ACRE WITH TOWNHOMES IN THE AREA LOCATED SOUTH OF LONDON DRIVE AND WEST OF LONDONDERRY DRIVE AND SINGLE-FAMILY HOMES OVER THE REMAINDER OF THE RESIDENTIALLY USED PROPERTY; AND ESTABLISHING VIEW PROTECTION ZONES AND WETLAND CONSERVATION AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Subject Property on the City's original zoning map in 1999/2000 had a Flagler County zoning designation of Urban Single-Family Residential (R-1B); and

WHEREAS, the Golf Course Community (GCC) Zoning District was created when the initial chapters of the Unified Land Development Code were adopted by Palm Coast through Ordinance 2005-33; and

WHEREAS, the Golf Course Community Zoning District was converted to the Master Planned Development (MPD) Zoning District by Palm Coast through Ordinance 2008-23; and

WHEREAS, the Subject Property ceased to operate as a golf course in or around 2007, and since that time, has not been used for any purpose other than vacant land; and

WHEREAS, the Subject Property has Future Land Use Map (FLUM) designations of Greenbelt and Conservation.

WHEREAS, Matanzas GC Palm Coast, LLC ("Owner") is the Owner of the 280.6 +/- acres of property further described in "Attachment A"("Subject Property") and has agreed to enter into the Lakeview Estates Master Plan Development Agreement, attached hereto as "Attachment B" ("Development Agreement"); and

WHEREAS, the Owner has requested to amend the Master Planned Development Zoning District by adding a Development Agreement in order to allow for 8.3 +/- acres of institutional uses along US Highway 1 and clustered homes at a density of up to one unit per acre on the balance of the land designated Greenbelt on the Future Land Use Map; and

WHEREAS, the Planning and Land Development Regulation Board ("PLDRB") and City Staff of the City of Palm Coast have recommended approval of this Ordinance and the Development Agreement, as modified by the PLDRB, and the PLDRB has found the requested changes and Development Agreement consistent with the City of Palm Coast Comprehensive Plan; and

WHEREAS, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the Planning and Land Development Regulation; and

WHEREAS, the City Council of the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment and Development Agreement set forth herein and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) which voted to recommend approval at its regularly scheduled meeting conducted on November 18, 2020, 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 proposed rezoning as set forth hereunder; and

WHEREAS, the Owner has fully complied with the requirements of City of Palm Coast Unified Land Development Code and the MPD Zoning District by agreeing to the MPD Development Agreement to permit the approved changes; 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. Legislative and Administrative Findings. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. MPD Rezoning. The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby rezones the Subject Property from Master Planned Development without a Development Agreement to Lakeview Estates Master Planned Development Agreement ("MPD") and enacts this Ordinance creating the Lakeview Estates MPD Development Agreement, attached hereto as "Attachment B," for the property generally located between 0.5 and 1.25 miles north of Matanzas Woods Parkway, west of Interstate 95 and east of US Highway 1, legally described in "Attachment A" attached hereto.

SECTION 3. 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 4. Conflicts. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

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

Approved on first reading this 5th day of January 2021.

Adopted on second reading after due public notice and hearing City of Palm Coast this 19th day of January 2021.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR.
CITY ATTORNEY

Attachments:
Attachment A – Legal Description
Attachment B – MPD Development Agreement
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ATTACHMENT "A"
LEGAL DESCRIPTION

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet;

thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of 90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South 09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows: From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00" West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of

16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a

central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North

87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows: A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, 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 NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-

OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

ATTACHMENT "B"
MPD DEVELOPMENT AGREEMENT

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Inst No: 2021009558 2/24/2021 9:47 AM
BK:2530 PG:1215 PAGES:51
RECORDED IN THE RECORDS OF
Tom Bexley Clerk of the Circuit Court & Comptroller
Flagler FL

Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant
145 City Place, Suite 301
Palm Coast, FL 32164

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

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

LAKEVIEW ESTATES

MASTER PLAN DEVELOPMENT AGREEMENT

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this 19th day of January, 2021, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and the owner of the subject property, **MATANZAS GC PALM COAST, LLC**, a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 200 Ocean Crest Drive, Unit 111, Palm Coast, Florida 32137.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 280.6 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit "A"** and incorporated herein ("Subject Property"); and

WHEREAS, the Subject Property ceased to operate as a golf course in or around 2007, and since said time, has not been used for any purpose other than vacant land; and

WHEREAS, the Subject Property has Future Land Use Map (FLUM) designations of Greenbelt and Conservation.

WHEREAS, the Owner requests approval for a Master Planned Development ("MPD") on the Subject Property, subject to the conditions set forth in this Development Agreement; and

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

WHEREAS, the City of Palm Coast Planning and Land Use Regulations Board (PLDRB) and the City of Palm Coast City Council ("City Council") find that this Development Agreement is consistent with the City's Comprehensive Plan (2035) (the "Comprehensive Plan") and Unified Land Development Code (LDC) and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

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

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the (PLDRB) and City Council. Furthermore, any

representations or promises made by the Owner 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, this is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Owner's application for a Master Planned Development is approved subject to the Development Agreement's following terms and conditions:

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

(b) The Owner represents and warrants to the City that it has the power and authority to enter into and consummate the terms and conditions of this Development Agreement; that all acts, approvals, procedures, and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, as the

case may be; that this Development Agreement and the proposed performance of this Development Agreement by the Owner is not an ultra vires act; and that, upon the execution of this Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors in interest.

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement. Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT

(a). The City Council at its business meeting of January 5, 2021, approved a Master Plan Development for the Subject Property subject to the terms and conditions of this Development Agreement.

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

(c). The current provisions of the LDC, as may be amended from time-to-time, shall be applicable to the Subject Property unless otherwise specifically stated herein.

Any City Code provision not specifically so identified will not be affected by the terms of this Development Agreement, and will be subject to enforcement and change under the same criteria as if no Development Agreement were in effect.

SECTION 4. PROJECT DESCRIPTION.

The Subject Property has two Comprehensive Plan FLUM designations, Greenbelt on approximately 276.3 +/- acres and Conservation on approximately 4.3 +/- acres. The current MPD zoning on the property will be maintained and this Development Agreement shall govern all development on the Subject Property as defined herein. Consistent with the Comprehensive Plan and the Greenbelt FLUM, residential units may be developed at one unit per acre. Institutional uses proposed on Greenbelt FLUM acreage shall be deducted from the one-unit per acre residential unit calculations. The Project proposes 8.3 +/- acres of Greenbelt FLUM for institutional uses within the Greenbelt FLUM. As a result, 268 residential units are permitted to be clustered within the remaining 268.0 +/- acres of Greenbelt FLUM. The Owner may develop a residential and institutional development as depicted on the Lakeview Estates Conceptual Master Plan, attached hereto as **Exhibit "B"** and as further defined herein ("Project"). **Exhibit "B-1"** through **Exhibit "B-8"** further define the project and illustrate allowable uses within each Tract. The uses on each Tract (shall be as follows which are consistent with the Conceptual Site Plan:

TRACT	USE	LDC Designation to be used for Development Standards purposes only
1	Uses on this tract will be single-family residential homes along with View Protection Zones (VPZ), wetland preservation, stormwater pond creation, and community amenities including exterior storage of	SFR-1

	boats and RVs exclusively for residents residing in the community that will be totally screened from view from off-site properties, Lakeview Boulevard and London Drive.	
2	Uses on this tract primarily consist of View Protection Zones, wetlands, natural buffers, and stormwater ponds. In addition, the property is limited to single family residential dwellings view protection zones, natural buffers, and stormwater ponds.	SFR-2 and P&G
3	This tract is designated as View Protection Zones and natural buffers.	P&G
4	Uses on this tract primarily consist of View Protection Zones/conservation, and wetlands. The property is limited to single family residential dwellings.	SFR-2 and P&G
5	This Tract is designated as a View Protection Zone/conservation.	P&G
6	This Tract is designated as a View Protection Zone	P&G
7	Uses on this tract primarily consist of View Protection Zone and an existing pond. The property is limited to single family residential dwellings.	SFR-2 and P&G
8	Use of this Tract is limited to townhouses, single-family, View Protection Zones, and existing pond. FLUM areas designated Conservation shall be field verified prior to development and the boundaries between the Greenbelt and Conservation areas shall be modified accordingly on the FLUM.	MFR-1[1], SFR-1and P&G
9	Use of this Tract will be limited to 8.3 acres of institutional uses meeting the PSP zoning standards except the maximum building height shall be 35 feet and there shall be a minimum View Protection Zone of 150 feet in width along its eastern property line where it abuts the rear of all existing platted residential lots. All remaining areas include View Protection Zones, new and existing ponds, and natural buffers.	PSP and P&G
10	Use of this Tract is limited to single family residential units with View Protection Zones.	SFR-2

[1] There is a height limitation of thirty-five (35) feet for townhouses, a minimum living area of 1,000 sq. ft. with at least a one-car garage per unit and a minimum setback of 150' from all existing single-family platted lots imposed on this use.

1. TRACT 1: Tract 1 shall be permitted to develop into a single family detached residential community consistent with the City's SFR-1 zoning district

standards. This community will contain its own private amenities which may include a club house, pools, activities room, exercise trails and self-storage of boats and recreational vehicles limited to residents use only. It shall have two (2) entrances onto Lakeview Drive. Stormwater ponds will be developed on site to contain all runoff as required by Federal, State and City rules. In the areas that abut existing residential platted lots, a View Protection Zone ("VPZ") will be required (See Section 10.7). Prior to application for Subdivision Master Plan or Site Plan Approval, an applicant shall ensure that the VPZ is designed in such a fashion that it maintains the Lot Owners' view of the Subject Property consistent with the City's Land Development Code (LDC). Also prior to the above-mentioned application, an applicant shall demonstrate that Tract 1 is or shall be free from environmental hazards and safe for human occupation as regulated by Federal, State and local law including, but not limited to, the Florida Department of Environmental Protection ("FDEP"). The existing golf course maintenance building may be utilized during construction of the residential community on Tract 1 but shall be removed prior to completion of the infrastructure for the residential community.

2. TRACT 2: Tract 2 shall be maintained as a VPZ except for the area depicted on Exhibit "B-2" Tract Plan for single family residential lots. The single family residential area shall be developed consistent with the SRF-2 zoning district standards. As a condition of approval of these lots, a VPZ shall be provided to specifically address the adjacent existing single-family platted lots.

3. TRACT 3: Tract 3 is designated as VPZ and natural buffers.

4. TRACT 4: Tract 4 shall be mostly preserved as a natural area through the use of VPZs and Conservation Easements over existing wetlands. The on-site wetlands are intended to be preserved and, if impacted, avoidance and minimization techniques will be required pursuant to Federal, State and local law. Consistent with Exhibit "B-4" Tract Plan, some single-family residential lots may be developed consistent with the SFR-2 zoning designation standards, however they will be required to provide a VPZ if behind existing platted residential lots.

5. TRACT 5: Tract 5 shall be a VPZ. No development shall be permitted on Tract 5.

6. TRACT 6: Tract 6 shall be a VPZ.

7. TRACT 7: Tract 7 shall be maintained as a VPZ except for the areas depicted on Exhibit "B-6" Tract Plan for single family residential lots. The single family residential areas shall be developed consistent with the SRF-2 zoning district and shall provide a VPZ behind existing platted residential lots.

8. TRACT 8: Tract 8 shall be permitted to be developed consistent with the development standard for the LDC zoning classification of MFR-1 but limited to townhouses. Single-family homes could also be developed using the SFR-1 standards. Notwithstanding said designation, no development on this tract shall exceed thirty-five (35) feet in height. All townhouse development on Tract 8 shall be set back a minimum of 150 feet from any existing single-family platted lot. The existing pond shall be preserved for the benefit of adjacent property owners. The area designated Conservation on the FLUM can be field verified by the Owner through all applicable governmental

agencies and areas designated as uplands may be reclassified to Greenbelt on the FLUM and then utilized for residential purposes.

9. TRACT 9: The easterly 150 feet of Tract 9 that is located behind existing residential platted lots located along the westerly side of London Drive shall be maintained as a VPZ to ensure protection of natural areas. Stormwater areas are also permitted on Tract 9. PSP (institutional) uses with a height limit of 35 feet will be permitted on 8.3 acres of the remaining area. Prior to making any application for development, the Owner shall prepare a conceptual site plan and hold a neighborhood meeting consistent with the requirements of the LDC. Any development application for Tract 9 shall require final action by the PLDRB.

10. Tract 10: Tract 10 shall be permitted to develop single family detached residential units consistent with the LDC SFR-2 zoning district standards. Additionally, a VPZ is required to be provided as shown on the Exhibit "B-8" Tract Plan.

11. In addition to the above, Tracts 1, 8 and 9 of the Project shall be integrated internally and externally by a series of pedestrian pathways and roadways and developed in conformance with the LDC and this Development Agreement.

12. All common areas, VPZ, stormwater ponds and natural areas shall be maintained by a POA or third party determined acceptable to the City.

SECTION 5. FUTURE LAND USE MAP (FLUM).

The future land use designation for the Subject Property is primarily Greenbelt. More specifically about 276.3 +/- acres are designated Greenbelt and the remaining 4.3 +/- acres are designated Conservation. Policy 1.1.1.2 of the Comprehensive Plan establishes the density and intensity for each land use category and zoning district. The density for

Greenbelt is one dwelling unit/acre. Density calculations are not permitted for Conservation areas or Greenbelt lands utilized for PSP (institutional) uses.

SECTION 6. APPROVAL OF CONCEPTUAL PLAN AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on January 19, 2021, adopted Ordinance 2021-_____for a Master Planned Development affecting the Subject Property subject to the terms and conditions of this Development Agreement.

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

(c) The provisions of the then current LDC shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Development Agreement and will be subject to enforcement as if no Development Agreement were in effect.

(d) The Conceptual Site Plan, Exhibit "B", generally depicts the layout of the Project and delineates the approximate property boundaries, streets, property lines, general location of lots and intended uses. Exhibits B-1 through B-8 depict the layout of the Project in more detail and where a conflict exists between Exhibit "B" and Exhibits B-1 through B-8, the more detailed Exhibits B-1 through B-8 shall govern.

SECTION 7. MODIFICATIONS TO THE CONCEPTUAL SITE PLAN.

Modifications to the exact location and number of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and

approved by the Land Use Administrator during review of construction documents, site plans, or Subdivision Master Plan for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Conceptual Site Plan as allowed by Code, and any construction documents, and Subdivision Master Plan for the Subject Property or portions thereof provided that: (1) The location of the VPZs are not reduced or relocated, (2) The maximum building height is not exceeded, (3) Property setbacks and landscape buffers are not modified, and (4) the approved plans maintain the development standards in this Development Agreement. In accordance with the Land Development Code, future neighborhood meetings may be required. Distance notification requirements will be from the applicable development tract consistent with the neighborhood meeting requirements.

SECTION 8. PERMITTED USES.

ALL USES ON THE PROPERTY SHALL BE CONSISTENT WITH THIS AGREEMENT AND SPECIFICALLY SECTION 4, ABOVE. NOTWITHSTANDING SUCH, THE OWNER AGREES TO FULLY COMPLY WITH THE FOLLOWING USE RESTRICTIONS ON THE SUBJECT PROPERTY. THE OWNER MUST DEVELOP THE SUBJECT PROPERTY CONSISTENT WITH THE CONCEPTUAL SITE PLAN, EXCEPT AS OTHERWISE PROVIDED IN SECTION 8 OF THIS DEVELOPMENT AGREEMENT.

8.1 USE RESTRICTIONS.

(a) Any use of any portion of the Subject Property not designated in Section 4 (inclusive of all exhibits included therein), on the Conceptual Site Plan shall be prohibited.

(b) Except as provided elsewhere in this Development Agreement, any modification to the Development Agreement that proposes a change of uses approved herein, increases the intensity or types of development, or removes, decreases or modifies the location of a VPZ shall require the approval of the City Council, following the review and recommendation of the PLDRB.

8.2 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND INTERCONNECTIVITY.

(a) The Conceptual Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within, and outside of, the Subject Property and with adjacent rights-of-ways. All uses shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access to all roadways to ensure that public safety is maintained.

(b) There shall be at a minimum two (2) methods of entrance and exit consistent with the City's Comprehensive Plan and LDC.

SECTION 9. LAND DEVELOPMENT CODE NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this Development Agreement and the LDC, the terms of this Development Agreement shall prevail except as it pertains to MPD regulations within the LDC. In the event of an inconsistency between the terms of this Development Agreement and the Conceptual Site Plan, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply but

only to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Site Plan.

SECTION 10. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) PRIVATE AND PUBLIC IMPROVEMENTS: The Owner, its successors, and assigns, agree to construct, at a minimum, the following on-site improvements, at their 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, unless otherwise provided for herein; parking areas; roads, utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping. In addition to the foregoing on-site improvements, the Owner must complete any required remediation of contamination in accordance with FDEP/State regulations and provide a performance bond to the City for the remediation work. Bonds for the work described herein shall be in a form acceptable by the City. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required

conditions are related in both nature and extent to the impacts of the proposed Project. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide a system of sidewalks on the tracts with direct access from Lakeview Boulevard to ensure that pedestrians maintain easy and safe access to all uses as depicted on the Conceptual Site Plan. The Owner shall provide community sidewalks that are a minimum of five (5) feet wide on only one side of the internal roadway system on Tract 1 as may be required. Owner shall be obligated to provide sidewalks on the portion of the Tract 9 property that abuts US Highway 1. Owner shall not be obligated to provide sidewalks on the scattered single-family lots with direct access from Lee Drive, Leidel Drive, London Drive, Lake Success Drive, Lindsay Drive, or Lewis Drive.

(d) ACCESS: Ingress and egress needed for the Project shall be provided, constructed, and maintained by Owner, its successors, and assigns.

(f) MOWING: The Owner, or a POA, shall continue to pick up trash and mow the rights-of-way that are adjacent to the Subject Property along Lakeview Boulevard, Leaver Drive, London Drive, and Lake Success Drive.

SECTION 11. DEVELOPMENT STANDARDS.

11.1 PARKING: Parking requirements shall be consistent with the LDC.

11.2 OPEN SPACE: Minimum open space shall be forty percent (40%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be

limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a POA, or other method satisfactory to the Owner and the City.

11.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by the City. The City shall be the service provider for potable water and wastewater service for the Project. The City is under no obligation to accept the dedication of any facility.

11.4 TRANSPORTATION CONCURRENCY: Transportation concurrency shall be addressed during the Preliminary Plat or Technical Site Plan process.

11.5 STORMWATER AND DRAINAGE:

(a) The Owner, or a POA, shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project to the stormwater facility including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner's Stormwater System").

(b) The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary to serve the public utilities.

(c) The Owner shall construct a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District ("SJRWMD") and the City's LDC. Best Management Practices ("BMPs") shall be used during and after construction to minimize erosion and sedimentation and to properly

manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the FDEP and Florida Department of Transportation ("FDOT") design standards and details.

(d) Stormwater piping, swales, and ditches shall be designed to convey a ten (10)-year, twenty-four (24)-hour storm event. Stormwater detention facilities shall be designed to meet water quality and attenuation requirements by SJRWMD and the City's LDC.

(e) Existing drainage conveyance along the northern property line, as indicated on the Conceptual Site Plan, shall be maintained through the use of drainage swales and/or storm drainage piping.

11.6 LANDSCAPING: All landscaping and irrigation shall comply with the LDC.

11.7 VIEW PROTECTION ZONES (VPZ): The Conceptual Site Plan provides for areas designated as View Protection Zones which shall protect a property owner's view of the Subject Property pursuant to Section 3.03.04(J) of the LDC. VPZs shall be designed and approved by the City prior to any site plan, Subdivision Master Plan or plat approval. Prior to the approval of any residential or institutional designation on Tracts 1, 2, 8 or 9, the Owner shall utilize the following VPZ guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas:

- Views of the Subject Property from the rear yards of all existing platted lots located within any residentially zoned districts directly abutting the Subject Property shall be maintained. Peripheral (i.e. side) views from these lots may

be impacted by new development and new development may be visible from existing development;

- Views of the Subject Property from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical; and
- A VPZ must be established in one of the following ways:

  1) The VPZ must be included in a subdivision plat of the Subject Property and designated as a natural buffer area, with the responsibility for maintenance on the Owner, POA or other entity determined acceptable to the City; or

  2) The Owner must record a conservation easement over the VPZ area.

- All VPZ areas must be maintained in a natural state. Vegetation removal and mowing is prohibited, except to the extent these activities are undertaken to remove fire or safety hazards. Should removal activities be required due to a hazard, documentation of the hazard must be provided to the City prior to any vegetation removal and the applicable City approvals/permits granted.

11.8 LIGHTING: All lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC.

11.9 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply

with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

11.10 UTILITIES: The Owner shall be responsible for any and all costs associated with the extension of existing City utilities to the Subject Property that may be required to serve this Project. All internal utility lines for the Project shall be placed underground.

11.11 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. Tract 1 shall provide two points of access onto Lakeview Boulevard.

11.12 RESOURCE PROTECTION:

(a) Except as depicted on the Conceptual Site Plan and in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC.

(b) Natural upland buffers may be required by Chapter 10 of the LDC.

11.13 WETLANDS: An Environmental Assessment for the Subject Property was performed. All wetlands identified on **Exhibit "B"** shall be conserved and shall not be impacted with exception to the wetlands located on the north side of Tract 1. Owner and City shall, in good faith, determine if it is feasible, reasonable, and necessary for the health, safety, and welfare of the public to impact the wetlands to the north of Tract 1 to expand the City's stormwater capacity.

11.14 LOW IMPACT DEVELOPMENT PRACTICES: To further conservation practices identified in the LDC, the Project shall incorporate into the construction,

operation, and maintenance of all facilities, conservation strategies to include but not be limited to:

(a) Water Conservation:

i. Native, drought tolerant plant materials;

ii. St. Johns River Water Management District Florida Water Star program for protection of water resources;

iii. Turf grass – Irrigated area(s) shall not exceed 50% of landscape areas;

iv. Separate irrigation zones shall be required for turf, non-turf areas; and

v. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

All irrigation systems shall employ, at minimum, a rain shut-off device such as a soil moisture sensor or smart irrigation system capable of analyzing and ascertaining weather conditions and time of year. These restrictions shall be clearly stated in the Project's Covenants, Conditions and Restrictions ("CC&Rs"), should they be created.

11.15 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable Local, State, Federal, and City water quality laws, rules, regulations, and ordinances.

11.16 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit

documents pursuant to the requirements of applicable Federal, State, and City regulations.

11.17 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna and shall comply with the LDC. Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants.

11.18 SIGNAGE: The Owner may construct signage consistent with the LDC after receiving necessary permits.

11.19 MODEL HOMES: Up to five model homes on Tract 1can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations, and codes.

11.20 POLLUTANTS: Prior to issuance of any development permit, the Owner shall ensure there are no environmental hazards affecting any development located on the Subject Property and that the Subject Property is safe for human occupation. Contaminant assessment activities including soil and or groundwater sampling shall be conducted by a qualified professional that is authorized to assess and make recommendations for such activities per Florida Department of Environmental Protection standards and shall be consistent with applicable Florida Statutes. Upon

application for a Site Plan or Subdivision Master Plan, the Owner shall provide the City with all studies or reports required by Federal and State agencies, including but not limited to the FDEP and the Army Corp of Engineers. If soil or groundwater contamination is above State concentration levels, remedial action in accordance with FDEP standards shall be accomplished prior to construction activities within the affected area. No project identified on the Concept Plan may occur without strict compliance with this section.

11.21 SCHOOLS: Prior to the approval of any development plan of Tract 1, 3 or 8, the Owner shall coordinate with the Flagler County School District for the location and dedication of a bus stop if necessary.

SECTION 12. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Subdivision Master Plan or Site Plan for the relevant phase. Each tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times. No clearing of land may occur until Preliminary Plat or Site Plan approval is provided for that specific phase of development.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks may be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement.

(c) The Subdivision Process: Subdivision of the property shall comply with Chapter 177, Florida Statutes and the City's Unified Land Development Regulations. The Conceptual Site Plan depicts the general layout of the Project and the various Tracts which are, as of the date of this Agreement, under unified title. Subsequent transfer of title to any Tract or other portion of the Property may be transferred in its entirety without platting if in compliance with Chapter 177, Florida Statutes. No infrastructure improvements may be made until approved by the City and other governing agencies.

SECTION 13. LOT AND BUILDING STANDARDS.

13.1 LOT DIMENSIONAL STANDARDS: All development Standards shall comply with the City of Palm Coast's LDC and those standards provided in Section 4 of this Agreement. If there is a conflict between the two, the standards provided in Section 4 shall control.

13.2 ARCHITECTURE: Shall be consistent with the City's LDC.

SECTION 14. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) The failure of the Development Agreement to address any specific City, County, State, or Federal permit, condition, term, or restriction shall not relieve the

Owner of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not Preliminary Plat or Site Plan approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provided elsewhere in this Development Agreement.

SECTION 15. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees. Except as provided for herein regarding park system impact fees, the Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting.

SECTION 16. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish a POA, in accordance with Florida law, comprised of the owners of lots or parcels with the development. The POA documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the POA, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the POA, and restrictions on the ability to amend these requirements without

the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to landscaping and buffers.

SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE, AND CONFLICT RESOLUTION.

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

(b) In the event that a dispute arises under this Development Agreement, and the City and Owner 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 Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

(c) In the event of conflict between the terms of this Development Agreement and the LDC, the provisions of this Development Agreement shall prevail.

SECTION 18. NOTICES.

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Owner at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

(b) Any such notice must be personally delivered or sent by 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 certified mail).

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

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

As to the Owner: Matanzas GC Palm Coast, LLC.
200 Ocean Crest Drive, Unit 111
Palm Coast, FL 32137

With copies to: Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 19. 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 20. 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 Subject Property and shall run with the land and the title to the same.

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

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

SECTION 21. GOVERNING LAW, VENUE, AND COMPLIANCE WITH LAW.

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

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

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

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan, parks master plan (including parks and trail dedications), utility construction and connections, mandating utility capacities, requiring street development, or other such similar land development regulations and requirements.

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

(f) This Development Agreement shall also not be construed to prohibit the City from adopting lawfully imposed impact fees applicable to the Owner and the development of the Conceptual Plan authorized hereunder.

SECTION 22. TERM / EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Council and execution of this Development Agreement by all parties (the "Effective Date").

(b) This Development Agreement provides an initial timeframe of seven (7) years to commence development from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at City Council's discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 23. RECORDATION.

Upon approval 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 Owner shall pay the costs to record this Development Agreement.

SECTION 24. 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 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

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

SECTION 26. ATTORNEYS' 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 27. FORCE MAJEURE.

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

SECTION 28. INDEMNIFICATION.

The Owner shall indemnify for 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 in any way connected with the Owner's development of the Subject Property as provided in this Development Agreement. This agreement by the Owner 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 therefrom.

SECTION 29. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner 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 Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an 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 Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 30. 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 31. EXHIBITS.

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 32. INTERPRETATION.

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

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

SECTION 34. FURTHER ASSURANCES.

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

SECTION 35. COUNTERPARTS.

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

SECTION 36. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

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

SECTION 37. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF PALM COAST,

FLORIDA

M Holland

Milissa Holland, Mayor

ATTEST:

Kathleen E. Tedder for

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William E. Reischmann, Jr., Esq.
City Attorney

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2021, by **Milissa Holland**, Mayor of the **City of Palm Coast, Florida**, who is □ personally known to me or □ has produced _____ as identification.

Jeanne A Montaruli

Signature

JEANNE A MONTARULI
Notary Public - State of Florida
Commission # GG 284017
My Comm. Expires Feb 8, 2023
Bonded through National Notary Assn.

(Seal)

Jeanne A Montaruli

Printed Name

Title or Rank

Serial Number / Commission Number

WITNESSES:

Vincent L Sullivan

(print)

Caroline McNeil

(print)

"OWNER"

Matanzas GC Palm Coast, LLC., a Florida limited liability company

By: Alex Ustilovsky

Alexander Ustilovsky, Manager

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of February, 2021, by **Alexander Ustilovsky**, Manager, of **Matanzas GC Palm Coast, LLC** a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced _____ as identification.

Signature

(Seal)

VINCENT L. SULLIVAN
MY COMMISSION # GG 937722
EXPIRES: December 8, 2023
Bonded Thru Notary Public Underwriters

Vincent L. Sullivan
Printed Name

Notary
Title or Rank

GG937722
Serial Number / Commission Number

EXHIBIT "A"

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet; thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of

90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South 09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows: From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00" West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of

16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a

central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North

87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows: A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, 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 NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-

OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT "B"

LAKEVIEW ESTATES CONCEPTUAL SITE PLAN

EXHIBIT "B-1"

TRACT 1 **LAKEVIEW ESTATES TRACT PLAN**

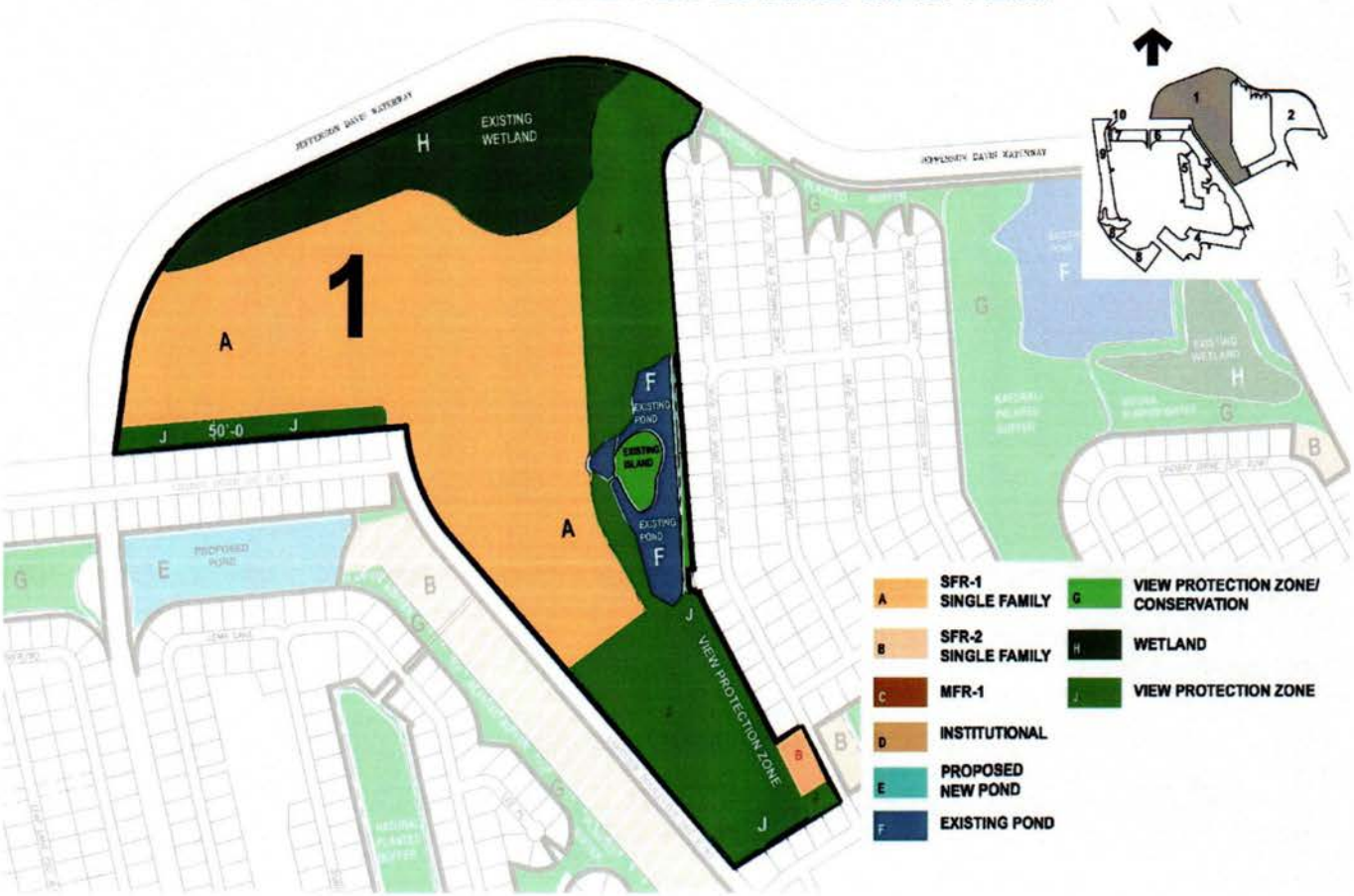


EXHIBIT "B-2"

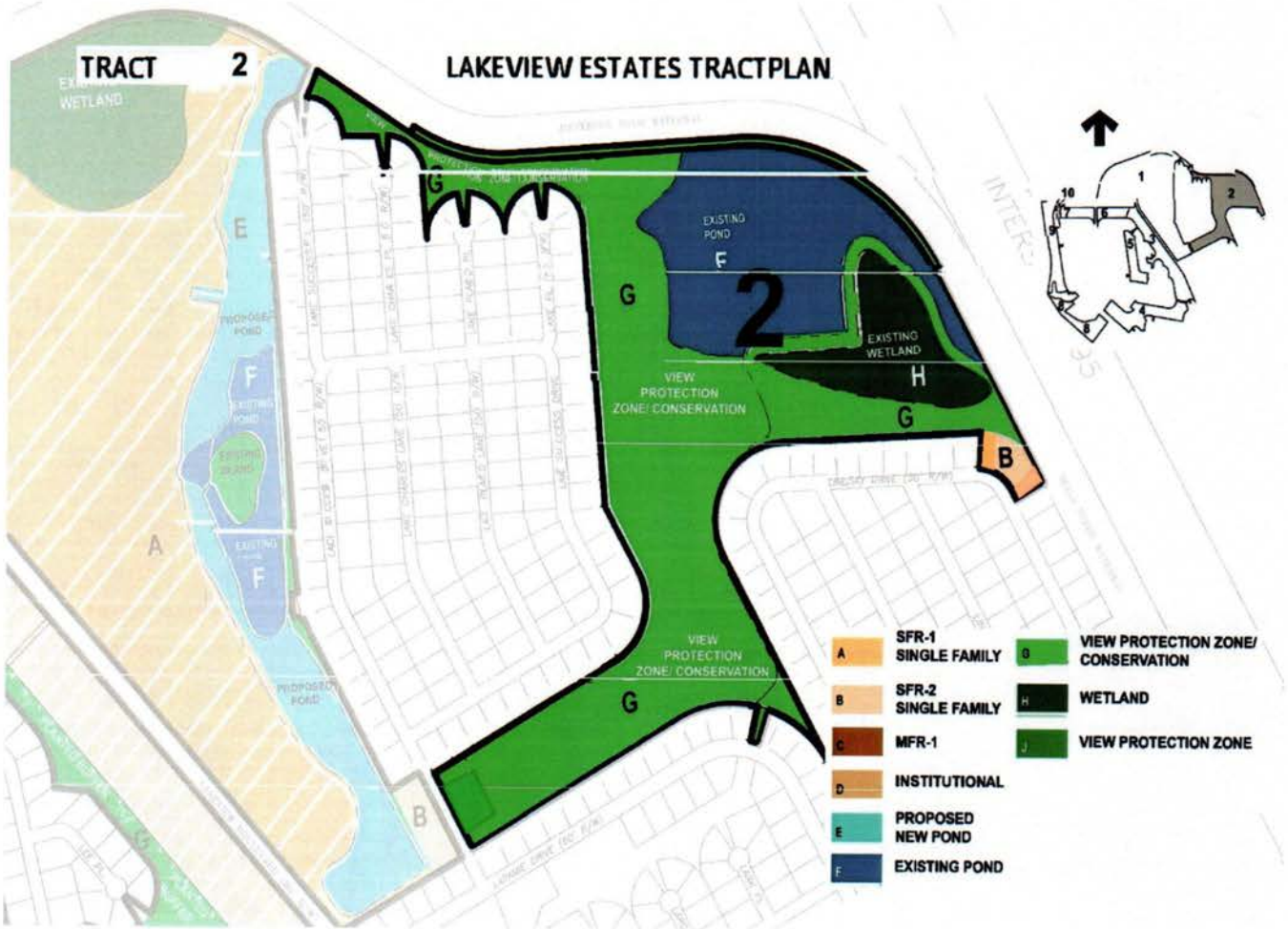

TRACT 2
LAKEVIEW ESTATES TRACTPLAN
EXISTING WETLAND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
PROPOSED POND
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE

EXHIBIT "B-3"

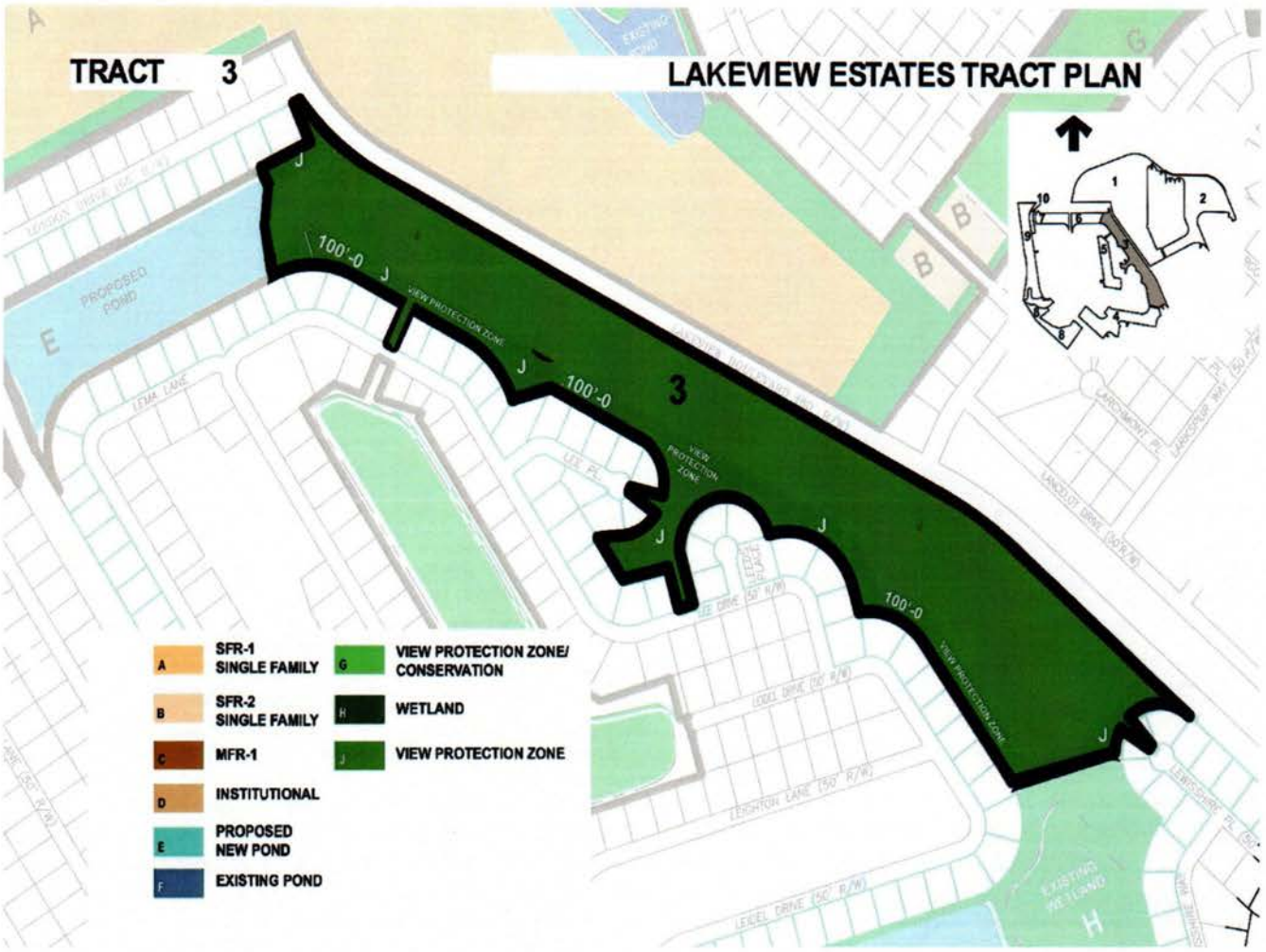

TRACT 3
LAKEVIEW ESTATES TRACT PLAN
100'-0
VIEW PROTECTION ZONE
3
PROPOSED POND
EXISTING WETLAND
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D INSTITUTIONAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-4"

TRACT 4
LAKEVIEW ESTATES TRACT PLAN
LEIGHTON LANE (50' R/W)
LEWIS DRIVE (50' R/W)
VIEW PROTECTION ZONE
4
EXISTING WETLAND
H
VIEW PROTECTION ZONE
B
Limit of 3 lots
G
H
B
Limit of 3 lots
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE

EXHIBIT "B-5"

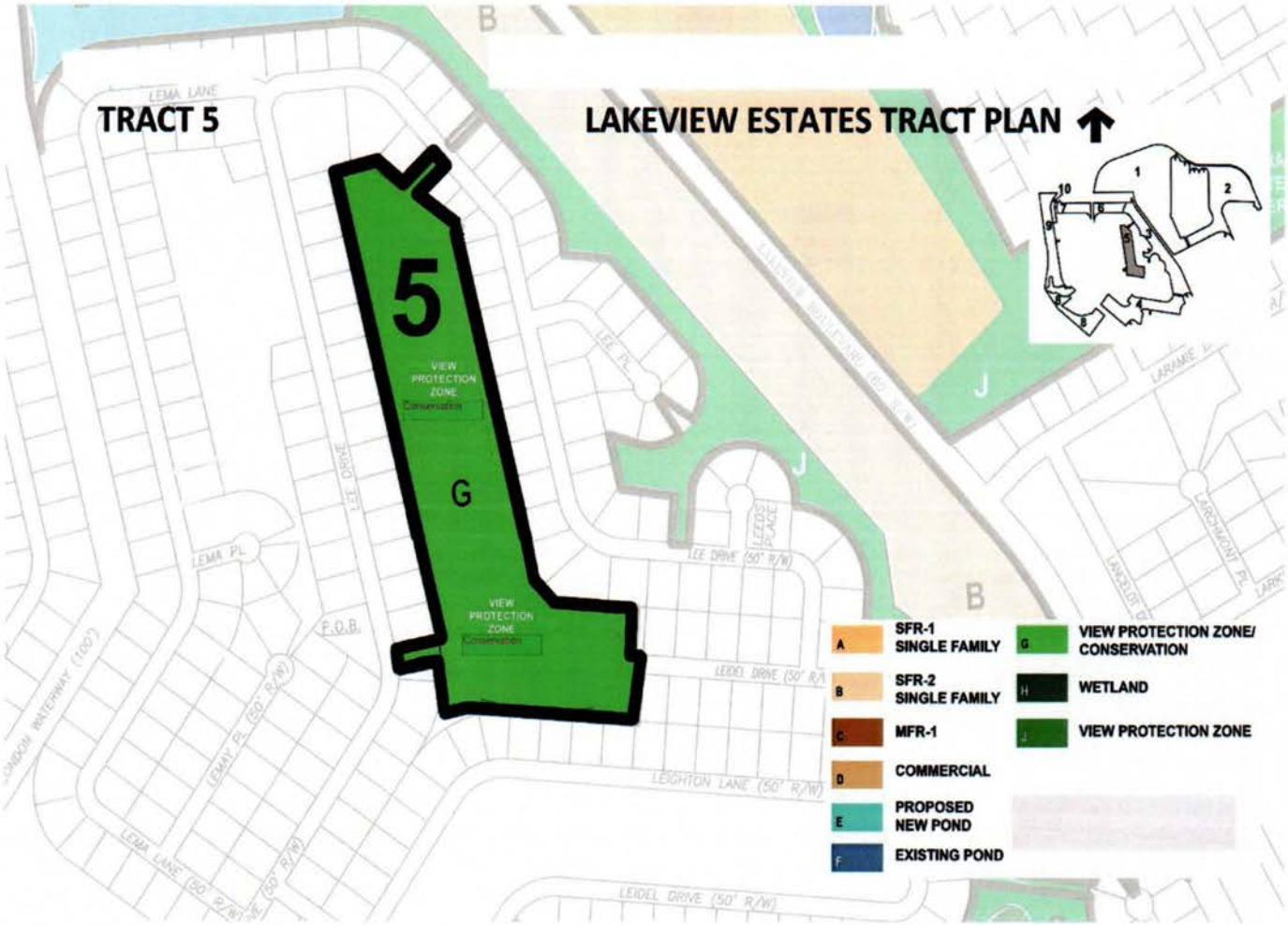

TRACT 5
LAKEVIEW ESTATES TRACT PLAN
5
VIEW PROTECTION ZONE
Conservation
G
VIEW PROTECTION ZONE
Conservation
LEMA LANE
LEMA PL
LEE DRIVE
LEE PL
LEE DRIVE (50' R/W)
LEIDEL DRIVE (50' R/W)
LEIGHTON LANE (50' R/W)
LEMAY PL (50' R/W)
LEMA LANE (50' R/W)
LARAMIE
LARCHMONT PL
LANCELOT
F.O.B.
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D COMMERCIAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-6"

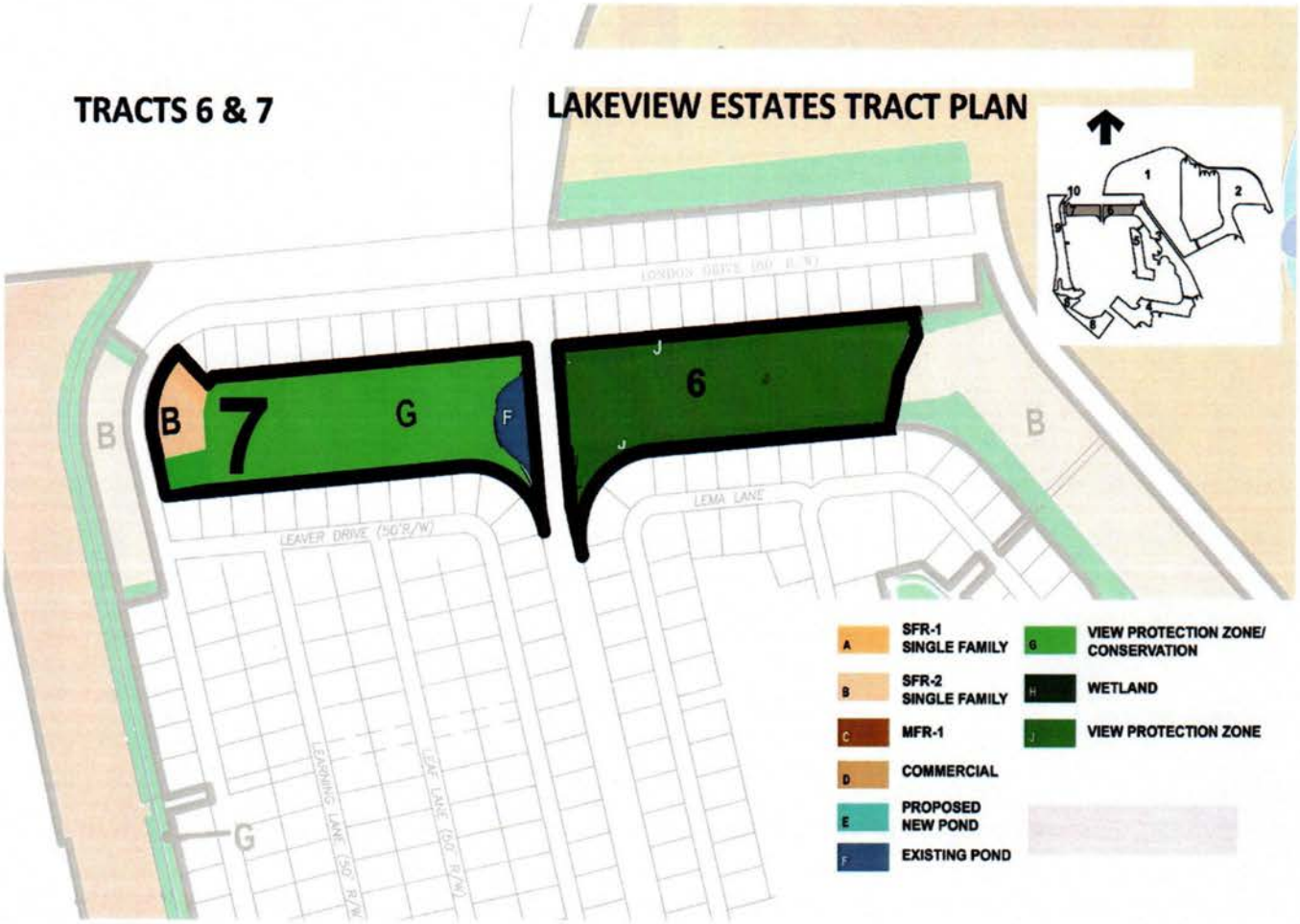

TRACTS 6 & 7
LAKEVIEW ESTATES TRACT PLAN
B
7
G
F
6
J
B
B
LEMA LANE
LEAVER DRIVE (50' R/W)
LEARNING LANE (50' R/W)
LEAF LANE (50' R/W)
G
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D COMMERCIAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-7"

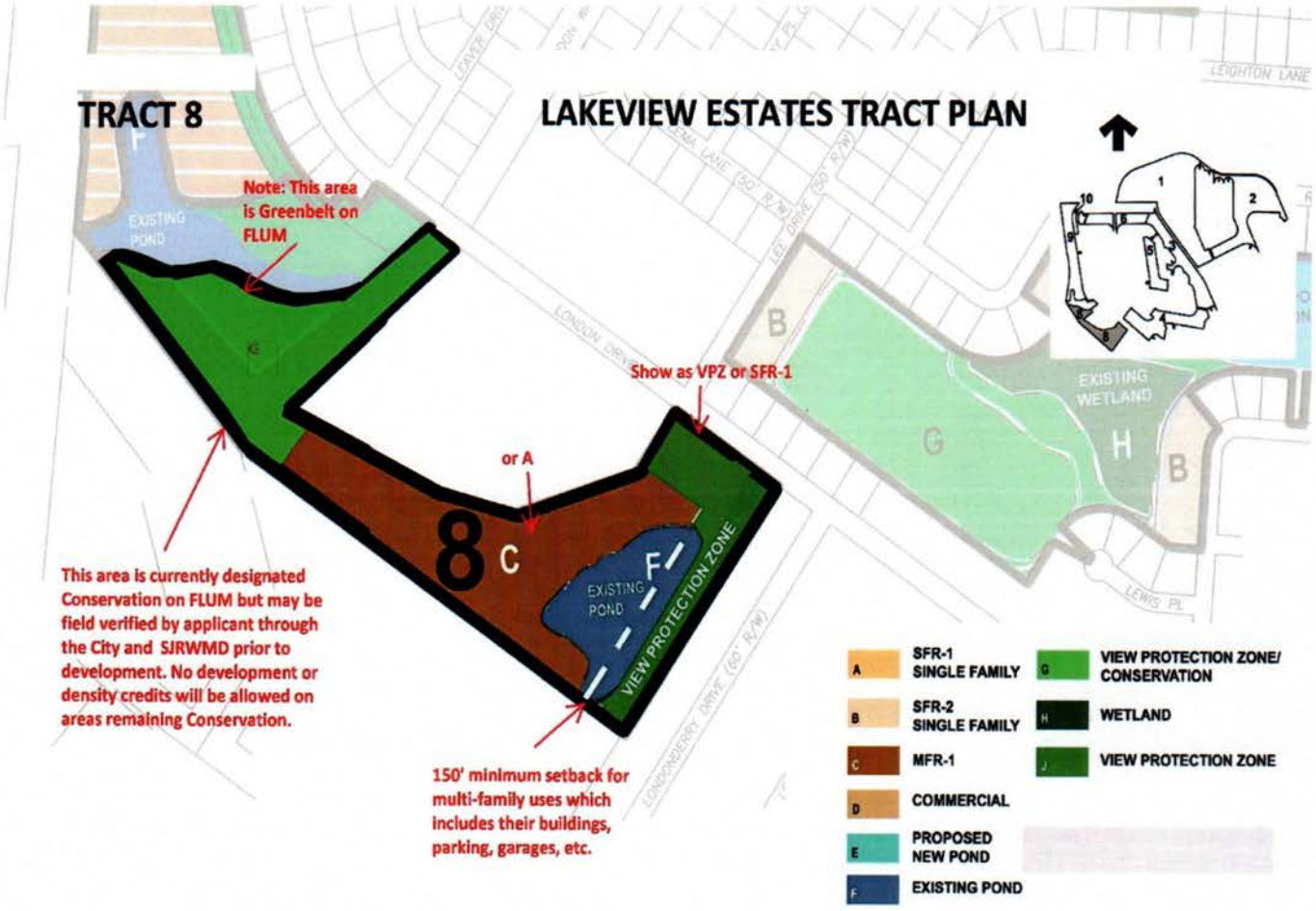
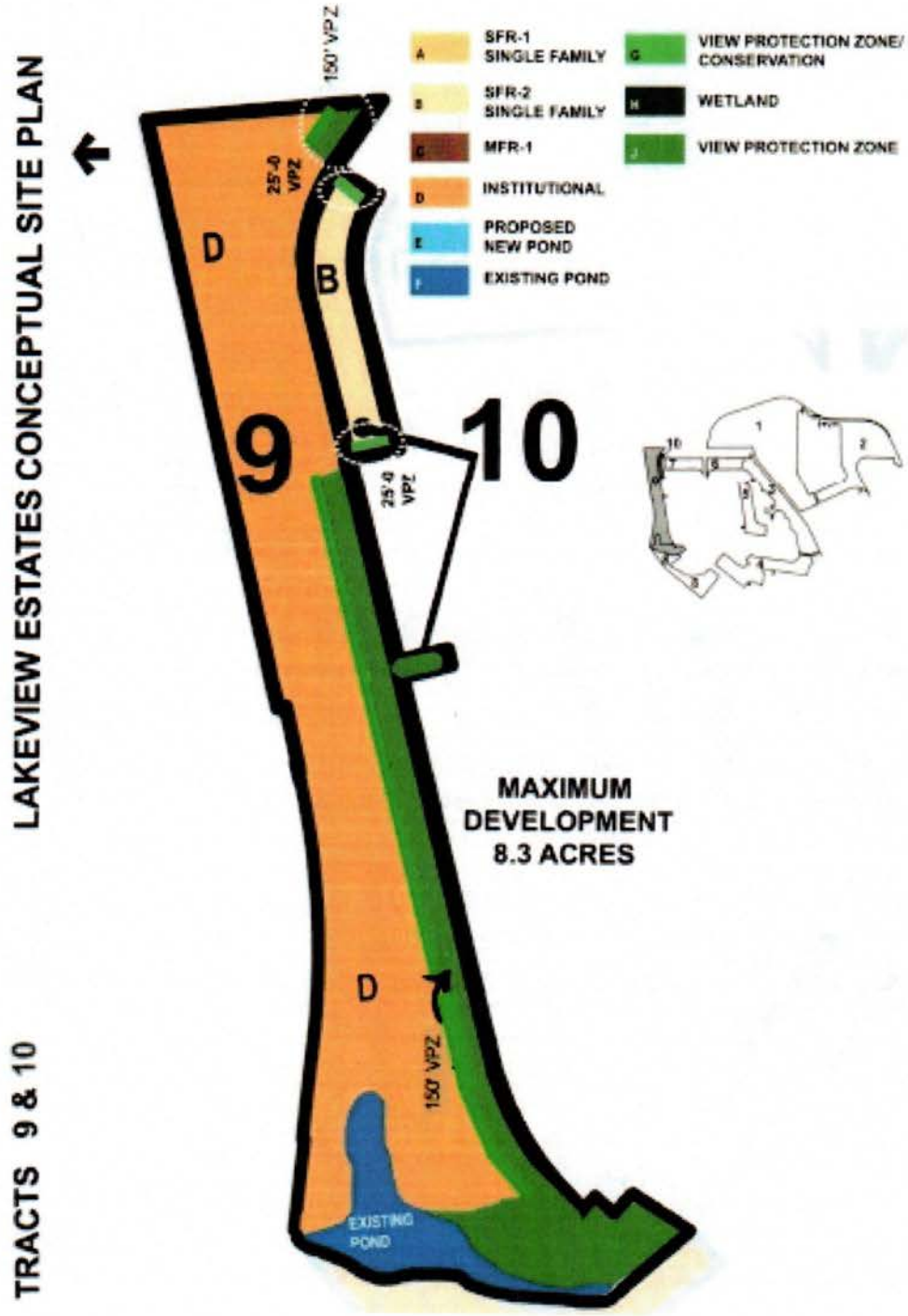

TRACT 8
LAKEVIEW ESTATES TRACT PLAN
Note: This area is Greenbelt on FLUM
EXISTING POND
Show as VPZ or SFR-1
or A
8
C
F
EXISTING POND
VIEW PROTECTION ZONE
This area is currently designated Conservation on FLUM but may be field verified by applicant through the City and SJRWMD prior to development. No development or density credits will be allowed on areas remaining Conservation.
150' minimum setback for multi-family uses which includes their buildings, parking, garages, etc.
LEIGHTON LANE
LEWIS PL
B
G
H
B
EXISTING WETLAND
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D COMMERCIAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-8"


LAKEVIEW ESTATES CONCEPTUAL SITE PLAN
TRACTS 9 & 10
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE
150' VPZ
25'-0 VPZ
D
B
9
10
MAXIMUM DEVELOPMENT 8.3 ACRES
EXISTING POND

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026

Agenda Item:
I.2

Department **Division**	COMMUNITY DEVELOPMENT PLANNING	**Amount** **Org/Account #**	
Subject:	ORDINANCE 2026-XX LAKEVIEW ESTATES MPD AMENDMENT - APPLICATION #5575		
Presenter:	**Michael Hanson, A.I.C.P, Senior Planner**		

Attachments:

1. Presentation
2. Ordinance
3. Proposed MPD Amendment
4. Conceptual Plan
5. Staff Report
6. Business Impact Estimate
7. Map Series
8. Applicant Cover letter, Application, Corporate ID, Owner's Authorization
9. Applicant's MPD Amendment Analysis, Environmental Report, Proposed Conceptual View Protection Exhibit
10. Public Notice
11. Recorded MPD Ordinance

Background:

Request: The applicant proposes to amend the existing Lakeview Estates Master Planned Development (MPD) Development Agreement (DA) in order to:

- Add the ability for the developer to site Single-Family Residential (SFR-2) sized residential lots to Tract 3 with access limited to Lakeview Boulevard.
- Add the ability for the developer to site stormwater ponds to Tract 3, Tract 6, Tract 7.
- Replace the ability for the developer to site (Multifamily Residential) MFR-1 and SFR-1 sized residential lots to Tract 8 with the ability to site a City Park site. It also reduces the minimum 150 feet setback from any existing single-family platted lot on Tract 8 to 100 feet.
- Replace the ability for the developer to site ±8.3 acres of Public Semi-Public (PSP) with ±20 acres of General Commercial (COM-2) uses, limited to a maximum of 35 feet, and providing emergency access from US Highway 1 to London Drive. Further the COM-2 uses are limited to not allow a special exception for mini-warehouses, office warehouses, or self-storage. Note: the proposed use of 20 acres as COM-2 is based on the potential approval of a related Future Land Use Map (FLUM) Amendment application, and if developed for commercial uses would reduce the overall remaining residential entitlements from 51 to 39 dwelling units.

- Reduce the existing View Protection Zone (VPZ) on Tract 3 to 50 feet and on Tract 10 from 150 feet to 100 feet. The VPZ depth for tract 4 is defined as 50 feet. The proposed text adds the requirement for enhanced screening and additional plantings to the satisfaction of the Land Use Administrator (LUA) or their designee to shield the view of adjacent residential properties within VPZs.
- Add the ability of residential property owners within the MPD with lots with a size of 10,000 or greater square feet to be able to construct a garage for recreational vehicles as an accessory use to lots with a principal dwelling unit, subject to maximum impervious surface and building setbacks.

Background: The subject property was developed as the 18-hole Matanzas Woods Golf Course by ITT and opened in 1985. The golf course permanently closed in 2007. In April 2019, Matanzas GC Palm Coast, LLC purchased the property. The initial City Zoning Map in 1999/2000 showed the subject property having the Flagler County zoning designation of Urban Single-Family Residential (R-1B). Flagler County's Land Development Code (LDC) has the R-1B Zoning District which allowed for single-family residential homes and also recreational areas that are accessory to residential developments. The R-1B zoning district allowed for up to 3 units per acre. In 2004 the City adopted its Comprehensive Plan and designated the subject property as Greenbelt on the Future Land Use Map (FLUM). The Greenbelt designation reduced the overall density on the subject property to 1 unit per acre.

On July 5, 2005, the City Council adopted the initial chapters of our Land Development Code (Ordinance No. 2005-33) which created the Golf Course Community (GCC) Zoning District. The GCC Zoning District allowed density of one home/per acre and also setup significant standards for the redevelopment of any golf course areas into residential uses. These guidelines, located in section 3.03.04.J of our LDC, were added to minimize adverse impacts to abutting single family residential zoned areas. On October 21, 2008, the City Council adopted Ordinance 2008-23 which implemented the City's first complete Land Development Code and also converted the Golf Course Community (GCC) Zoning District to MPD without a DA.

On January 19, 2021, the City Council approved Ordinance 2021-01 which rezoned the existing MPD to add the existing DA at the applicant's request during public hearing. The previous rezoning application had significant public participation at all facets of the rezoning process from the neighborhood meeting, which drew approximately 250 to 350 residents the two Planning and Land Development Board (PLDRB) meetings drawing approximately 50 to 60 residents and 30 to 35 residents respectively.

Project Description: The property owner using clustering provisions of the LDC, the overall acreage of the project, and a field verified conservation area of ±0.2 acres ended up with residential entitlements of ±272 dwelling units (du). To date, 221 lots have received varying levels of approval (Preliminary and Final plats) between Tracts 1, 2, 4, 7, and 10 resulting in the project retaining 51 residential entitlements. The applicant's requested MPD DA Amendment relies on the potential approval of their requested FLUM amendment and has the effect of reducing the remaining residential entitlements from 51 du to 39 du due to the planned development of ±20 acres of COM-2 uses on Tract 9.

- The applicant is proposing to site the remaining 39 residential entitlements on Tract 3, which would require the approval of the MPD DA amendment and subsequent platting applications by the applicant. The vision that the applicant provided was that these lots would be designed to be ±10,000 square feet or larger to make use of their proposed language for recreational vehicle garages, but at

a minimum size lots meeting the Unified Land Development Code (LDC) requirements of the SFR-2 zoning district, which requires 7,500-square-foot lots which are compatible with the existing platted single-family residential lots found on nearby Lee Drive.

- The DA provides language for siting additional stormwater retention ponds in Tracts 3, 6, and 7, which supports the City's recent effort to add additional stormwater retention in the area by vacating Learning Lane and Leaf Lane.
- The applicant is also requesting to amend the allowed use on tract 8 to convey the City a site for a future City park at no cost and not subject to park impact fee credits.
- Additionally, the applicant is requesting to permit ±20 acres of COM-2 uses on a portion of Tract 9 adjacent to US Highway 1.

Public Participation: The applicant hosted a neighborhood meeting as required by Unified Land Development Code (LDC) Section 2.05.02 at 5:30 p.m. Tuesday April 14th, 2026, in the cafeteria of Indian Trails Middle School. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting had approximately 125 attendees. Applicant submitted documentation summarizing the neighborhood meetings that has been attached to the agenda item. Prior to the Planning and Land Development Regulation Board (PLDRB) meeting on May 20, 2026, staff was contacted by several members of the public requesting clarifying information pertaining to public hearing dates or to access to application materials, which staff has provided. The applicant has met their public notice requirements.

Planning and Land Development Regulation Board Meeting: The PLDRB heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.

During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD RECOMMENDS THAT THE CITY COUNCIL FINDS THE PROPOSED MPD AMENDMENT (APPLICATION NO. 5575) NOT CONSISTENT WITH THE COMPREHENSIVE PLAN AND DENY THE APPLICATION

City Council
Public Hearing

Lakeview Estates
FLUM and MPD Amendment
AR # 5575 & 5576

Applicant Requests

Owner: Matanzas GC Palm Coast LLC

Applicant: Michael Chiumento III, Esq.
Chiumento Law, agent for owner

Site Size/Location:

- ±280.6 acres
- Generally located between 0.5 to 1.25 miles north of Matanzas Woods Parkway, west of Interstate 95, and east of US Highway 1

Requests:

- FLUM Amendment: From Greenbelt to Mixed Use for a ±20-acre portion of Tract 9 with a site-specific limiting policy capping the maximum PM peak hour trips, and the maximum density.
- Amend the Lakeview Estates MPD Development Agreement to modify permitted uses on Tracts: 3, 6, 7, 8, and 9; conditionally permit recreational vehicle garages for all tracts.

Palm Coast

Background

- This property was previously developed and operated as part of the now defunct Grand Club Matanzas Golf Course, which permanently closed in 2007. At that time the property was zoned MPD with land designated as Greenbelt or Conservation.
- The current property owner purchased the former golf course in 2019.
- In January 2021, the City Council approved the Lakeview Estates Master Planned Development Agreement during a public hearing. The overall development (±280.6 acres) was assigned residential entitlements for 272 dwelling units under the Greenbelt designations density of one dwelling unit (du) per acre, and ±8.3 acres of institutional uses.

PALM COAST

Future Land Use Map Designations – Existing vs. Proposed

Zoning Map and MPD Conceptual Site Plan (Depicting Tracts)

MPD AMENDMENT 06.16.25
SEE REVISED TRACT PLANS

PALM COAST

Public Participation/ Public Notice

- The applicant hosted a neighborhood on April 14, 2026, at 5:30 p.m. at Indian Trail Middle School's cafeteria, in which approximately 125 people attended.
- The FLUM and MPD Amendments have been legally advertised as required, and the applicant posted multiple placards dispersed over the subject property.

Lakeview Estates
Future Land Use Map Amendment
Analysis and Recommendation
AR # 5576

Future Land Use Map Amendment

Maximum Density/Intensity

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)

	# of Acres	Maximum Density[1]	Maximum # of units	Population (2.5 persons/dwelling unit) (3)
Proposed FLUM: Mixed Use	20	15 du/acre[2]	300	750
Current FLUM: Greenbelt	20	1 du/acre	20	50
NET CHANGE	0		280	700

Footnotes:

[1] Maximum densities are established by Comprehensive Plan Policy.

[2] This level of density is only achievable with a Master Planned Development zoning district.

[3] Population projection per dwelling unit established by Comprehensive Plan Policy.

TABLE 2 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (NON-RESIDENTIAL USE)

	# of Acres	Maximum FAR [1]	Maximum Sq. Ft.
Proposed FLUM: Mixed Use	20	0.55	479160
Current FLUM: Greenbelt	20	0.30	261360
NET CHANGE			217800

Footnotes:

[1] Maximum Floor Area Ratios are established by Comprehensive Plan Policy.

Note: The applicant does not propose using the 20-acre site for residential uses, these calculations are for theoretical maximums, and its unlikely the applicant to be able to develop to the maximum FAR of the Mixed Use FLUM. Their analysis discusses ±250,000 square feet of development. The FLUM amendment has a proposed site-specific limiting policy to cap maximum p.m. peak hour trips and the density of the site.

PALM COAST

Future Land Use Map Amendment

Public Facilities Impact Analysis

Table 3 Public Facilities Impact Analysis

Density[1]	# of units or square feet of development	Transportation (PHT)[2]	Potable Water (GPD)[3]	Sanitary Sewer (GPD)[4]	Solid Waste (lbs./capita/day)[5]	Recreation and Parks (8 acres/ 1000 pop.)[6]	Public Education (students)[7]	Stormwater Drainage[8]
Proposed FLUM designation								
Mixed Use (20 ac.) - Max Use FAR .55[9]	479160	39,823	81,457	47,916	--	--	--	--
	Total	39823	81,457	47,916	--	--	--	--
Current FLUM designation - Current FLUM designation assumes .30 FAR for uses permitted in Public/Semipublic (PSP) zoning (e.g. of permitted use - library, hospital, church, or school)**								
Greenbelt - Max FAR .30 (20 ac.)	261360	21,722	44,431	26,136	--	--	--	--
Net Change	**217800**	**18101**	**37026**	**21780**	--	--	--	--

Footnotes:

[1] Calculation of Intensity: Lot Size (acre)*FAR*43560.

[2] Transportation: Non-residential PM Peak Hour Trips (PHT), ITE Code 732: United States Post Office = 83.11/1000 sq. ft. (from ITE Manual, 12th Edition)

[2] Transportation: Non-residential PM Peak Hour Trips (PHT) = ITE Code 732: United States Post Office = 83.11/1000 sq. ft. (from ITE Manual, 12th Edition)

[3] Potable Water: Commercial = 17 gpd/100 sq. ft.

[4] Wastewater: Commercial = 10 gpd/100 sq. ft.

[5] Solid Waste: No Level of Service Requirement for Non-residential

[6] Recreation and Parks = No LOS Requirement for Non-residential

[7] Public Education Non-Residential = No LOS Requirement for Non-residential

[8] Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

PALM COAST

Future Land Use Map Amendment

Environmental Impact Analysis

- FLUM amendment will not negatively impact the local topography or prevent the proposed development permissible within the FLUM designation.
- A portion of the property within the Special Flood Hazard Area (SFHA) Zone A, project development on Tracts 8 and 9 will likely require establishing the Base Flood Elevation.
- Site is not within an aquifer recharge area or within a wellhead protection zone(s).
- No Master Site File indicating any historic or cultural assets on site.
- Protected and Endangered species were not observed in the Environmental Report, however, a listed species study will be required during Technical Site Plan to verify.

Future Land Use Map Amendment

Land Use Consistency Analysis

Future Land Use Map Amendment

Comprehensive Plan Consistency

- ***Policy 1.1.3.3 - compatibility with proximate uses and development patterns:***
  - Amending the ±20-acre site to Mixed Use is compatible with existing and on-going development patterns along the US-1 corridor near the Matanzas Woods Parkway intersection. The applicant's proposal to only designate a 20-acre portion of Tract 9 as Mixed Use.
  - The applicant's proposed MPD amendment proposes reducing the 150' View Protection Zone to 100' with enhanced vegetative screening for the existing residents living on London Drive.
- ***Policy 1.3.1.3 - The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available…:*** potable water and sanitary sewer lines are available. The applicant will be required to pay impact fees to connect and will be responsible for extending service on their property during development.

Palm Coast

Future Land Use Map Amendment

Comprehensive Plan Consistency

- ***Policy 5.1.3.2 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for potable water facilities and wastewater facilities where connection is available…:*** The FLUM Amendment is consistent with policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.
- ***Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available…:*** The FLUM Amendment is consistent with policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.

Palm Coast

Future Land Use Map Amendment

Site-Specific Limiting Policy

To facilitate the requested map amendment while protecting infrastructure capacity, staff recommends the adoption of the following site-specific limiting policy to the Future Land Use Element (FLUE):

Policy 1.1.2.5 - For the 20-acre portion of Tract 9 of Lakeview Estates MPD, identified as Parcel ID No. 07-11-31-7037-0RP0A-0002 and legally described in Ordinance 2026-XX, designated as Mixed Use on the Future Land Use Map, development shall be subject to the following limitations:

Intensity Cap: Non-residential development shall generate no more than 1,815 PM Peak Hour trips, as determined by the latest edition of the ITE Trip Generation Manual and be capped in building height to no higher than 35 feet.

Density Cap: Residential density shall be capped to producing no more than one dwelling unit per acre.

Future Land Use Map Amendment

Findings Summary

- Public facilities are available to accommodate the impact of the FLUM amendment,
- Environmental standards for development will need to be met,
- Requested FLUM designation is consistent with the surrounding land use and development pattern,
- Requested FLUM is appropriate on US -1,
- The FLUM amendment is consistent with various policies of the Comprehensive Plan

Future Land Use Map Amendment

PLDRB Meeting

- The Planning and Land Development Regulation Board (PLDRB) heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.
- During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.
- The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.
- The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

PALM COAST

Future Land Use Map Amendment

Recommendation

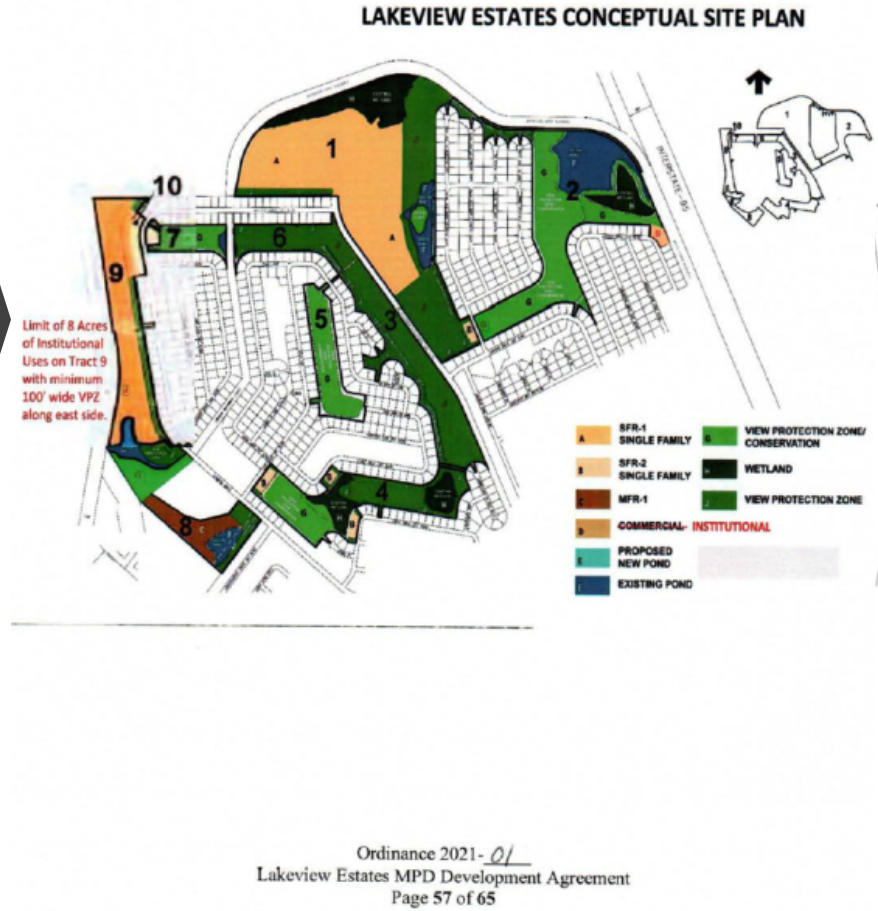
The Planning and Land Development Regulation Board recommends that City Council find Application #5576 consistent with the Comprehensive Plan and approve the FLUM amendment from Greenbelt to Mixed Use, subject to the concurrent adoption of FLUE Policy 1.1.2.5 limiting the site's developmental potential.

Lakeview Estates
Master Planned Development Amendment
Analysis & Recommendation
AR # 5575

Existing vs. Proposed

MPD Amendment

Tract Map Comparison



Ordinance 2021-01
Lakeview Estates MPD Development Agreement
Page 57 of 65

MPD AMENDMENT 06.16.25
SEE REVISED TRACT PLANS

PALM COAST

MPD Amendment

Project Amendments

The property owner using clustering provisions of the LDC, the overall acreage of the project, and a field verified conservation area of ±0.2 acres ended up with residential entitlements of ±272 dwelling units (du). To date, 221 lots have received varying levels of approval (Preliminary and Final plats) between Tracts 1, 2, 4, 7, and 10 resulting in the project retaining 51 residential entitlements. The applicant's requested MPD DA Amendment relies on the potential approval of their requested FLUM amendment and has the effect of reducing the remaining residential entitlements from 51 du to 39 du due to the planned development of ±20 acres of COM-2 uses on Tract 9.

- The applicant is proposing to site the remaining 39 residential entitlements on Tract 3, these lots will likely be designed to be ±10,000 square feet or larger to make use of their proposed language for recreational vehicle garages, but at a minimum size lots meeting the Unified Land Development Code (LDC) requirements of the SFR-2 zoning district, which requires 7,500-square-foot lots which are compatible with the existing platted single-family residential lots found on nearby Lee Drive.
- The DA provides language for siting additional stormwater retention ponds in Tracts 3, 6, and 7, which supports the City's recent effort to add additional stormwater retention in the area by vacating Learning Lane and Leaf Lane.
- The applicant is also requesting to amend the allowed use on tract 8 to convey the City a site for a future City park at no cost and not subject to park impact fee credits.

MPD Amendment

View Protection Zones – LDC Sec. 3.03.04(J)

The term and utilization of VPZ was established within the Lakeview Estates MPD DA that was adopted in 2021 to be consistent with the Land Development Code regulations related to development in former GCC Districts.

Section 3.03.04(J) of the LDC provides the following redevelopment criteria:

J. *Existing golf course communities. Existing golf courses communities located within the former Golf Course Communities (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development (MPD) District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.*

1. *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.*

2. *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*

3. *Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.*

Palm Coast

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

A. *The proposed development must not be in conflict with or contrary to the public interest;*
B. *The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*
C. *The proposed development must not impose a significant financial liability or hardship for the City;*
D. *The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*
E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

PALM COAST

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

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The proposed MPD amendment ultimately would reduce the remaining residential entitlements from 51 to 39 remaining du on the subject property as ±20 acres would be slotted for commercial development adjacent to US Highway 1.
- The conveyance of Tract 8 as a City park site without requiring the City to buy the land or for park impact fee credits is a benefit to the neighborhood.
- The proposed residential uses on Tract 3 adjacent to Lakeview Boulevard are likely the most significant impact to the surrounding neighborhood; however, the minimum sizes of the proposed residences would match the existing residential neighborhood's zoning of SFR-2.
- The applicant's request to be able to site recreational vehicle garages as an accessory use on any residential lot 10,000 or more square feet has the potential to reduce the need of residents with recreational vehicles or boats from having to utilize private off-site storage options.
- The neighborhood meeting did have ±125 individuals attend, so there is clearly a vested interest by the public in the proposed MPD DA amendment; however, due to the nature of the neighborhood meeting and its technical limitations, it is difficult to gauge consensus on the public's interest.

Palm Coast

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

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

The request is consistent with the Comprehensive Plan. However, its staff's opinion that the applicant's request is not totally consistent with the following sections of the Unified Land Development Code (LDC):

- ***Section 3.03.04.J.1.*** *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.*
- ***Section 3.03.04.J.2.*** *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*

Palm Coast

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

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- Potable water and sewer services are available to serve the project.
- Through the development review process, further analysis of the development impact on public infrastructure will be completed.

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;

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The project already has approved residential entitlements to support a total of 272 du on the site. The proposed MPD Amendment reduces the overall density of the project area by reducing the residential entitlements 260 units. At this time 221 residential entitlements have been used. Additionally, it provides land for a public park site, and language to require emergency access to US Highway 1.
- At this time the proposed amendment does not create by itself an unreasonable hazard; however, during the platting process, City review staff shall evaluate the proposed project to ensure compliance with all applicable code requirements.

PALM COAST

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

MPD Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The subject property will be required to comply with the MPD Development Agreement, City's Land Development Code (LDC), Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

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

B. Consistency with the general intent of the LDC.

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

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

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.

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

PALM COAST

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis (continued)

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

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.

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

J. Impact upon the environment or natural resources.

K. Impact on the economy of any affected area.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed application remains consistent with and will further the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The development standards in the MPD remain generally consistent with the standards established by the LDC.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed changes will not cause the MPD Agreement to further depart from customary standards in the LDC.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The proposed uses are similar to existing developments. The neighborhood of the Matanzas Woods area includes SFR-1, SFR-2, SFR-3 and MFR-1 zoning districts. The proposed development is compatible with those zoning districts. In addition, a neighborhood park is compatible with the residential uses found in the area. The height limitation on tract 9 and enhanced vegetative buffers within the VPZ areas help to ensure compatibility with the existing neighborhood. Furthermore, staff's VPZ recommendation helps to ensure compatibility with adjacent existing properties.

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.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- As required by the LDC, future development applications will be analyzed in further detail to determine if there is adequate public infrastructure capacity to serve the development. Other public service needs will also be reviewed in more detail as the development review progresses. For example, future applications for development will require further environmental analysis, utility agreements, coordination with Flagler Schools, etc. before approval. The subject project will be required to pay applicable impact fees to accommodate its impact on the public infrastructure and services.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The developer has not shown any specific phasing of the project. However, various tracts within the MPD are situated where they can adequately be developed independently through the platting process.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The applicant previously submitted a Transportation Impact Study when the application was heard in 2021 that demonstrated that all roadways within the study area with the project's traffic included will operate at the City's adopted level of service. This amendment reduces the overall density of the MPD and the applicant has requested a site-specific limiting policy to cap the amount of traffic on Tract 9 to what is currently allowed. The applicant did not provide an updated Transportation Impact Analysis (TIA) with this application after making a request to City Administration, so staff is unable to evaluate the proposed distribution on US Highway 1 for the ±20-acre commercial site. An updated TIA shall be required during the Technical Site Plan stage of Tract 9's commercial development for further review.

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.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The MPD DA amendment reduces residential density, provides additional stormwater, a City park site without cost to the City, and commercial uses along US Highway 1's expanding commercial corridor which could ultimately reduce trip ends to other areas of the City when developed. This project is consistent with the requirements of an MPD to provide a public benefit.

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

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The request adds more commercially designated land to the City and results in a minor reduction of density of the MPD. The proposed uses are similar to the existing residential neighborhood and do not request a reduction in lot sizes from the existing adjacent neighborhood. The proposed height limitation helps ensure compatibility with the existing residential land uses, and although the VPZ areas are reduced in width from the approved MPD DA, the language for enhanced vegetative screening helps buffer existing land uses from those within the MPD.

J. Impact upon the environment or natural resources.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The landowners will be required to submit all applicable environmental reports or studies as required by the LDC during subsequent development. These studies will include environmental resource assessments, cultural resources, soil and groundwater analyses, stormwater calculations, floodplain analysis, and threatened and endangered species studies as applicable during the site plan or platting process for any new project within the MPD.

K. Impact on the economy of any affected area.

MPD Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The residents that will inhabit these new homes will have a positive impact on State and local income including permit and impact fees, taxes, and other sources. The project will also provide a significant number of constructions jobs, which should have a positive direct and indirect impact on the local economy. Further the applicant's analysis of the commercial development at Tract 9 estimates that ±250,000 gross square feet could be developed which will enhance the City's nonresidential tax base.

MPD Amendment

Findings Summary

- Public facilities are available to accommodate the impact of the MPD amendment,
- The requested MPD amendment meets the developmental criteria of LDC Sections 2.05.05 and 2.09.04,
- The requested MPD amendment is generally consistent with the Comprehensive Plan and Unified Land Development Code.

MPD Amendment
PLDRB

- The Planning and Land Development Regulation Board (PLDRB) heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.

- During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

- The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

- The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

PALM COAST

MPD Amendment Recommendation

The Planning and Land Development Regulation Board recommends that the City Council finds the proposed MPD Amendment (Application No. 5575) not consistent with the Comprehensive Plan and deny the application.

Next Steps

- The developer will be required to submit for a Technical Site Plan application prior to developing Tract 9 and will need to plat Tract 3.
- Depending on the gross square footage of development on Tract 9, it may be required to come back to either the PLDRB or City Council.

Staff is available for any questions and the applicant's team is in attendance.

Thank you.

ORDINANCE NO. 2026-_____
FIRST AMENDMENT TO THE LAKEVIEW ESTATES MASTER PLAN DEVELOPMENT AGREEMENT
APPLICATION 5575

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE LAKEVIEW ESTATES MASTER PLAN DEVELOPMENT AGREEMENT, AS ESTABLISHED IN SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR ±280.6 ACRES OF CERTAIN REAL PROPERTY PREVIOUSLY KNOWN AS THE MATANZAS GOLF COURSE AND DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBERS 07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011, AND 07-11-31-7037-0RP0A-0140, GENERALLY LOCATED BETWEEN 0.5 TO 1.25 MILES NORTH OF MATANZAS WOODS PARKWAY, WEST OF INTERSTATE 95, AND EAST OF US HIGHWAY 1, AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A; MODIFYING PERMITTED USES ON TRACTS: 3, 6, 7, 8, AND 9; CONDITIONALLY PERMITTING RECREATIONAL VEHICLE GARAGES FOR ALL TRACTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SEVERABILITY, CONFLICTS; AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast ("City"), as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, MATANZAS GC PALM COAST LLC, a Florida limited liability company ("Owner") is the Owner of the property further described in "Attachment A" and have entered into the Development Agreement as recorded in Official Records Book 2530, Pages 1215 through 1265 of the public records of Flagler County, Florida ("Development Agreement"); and

WHEREAS, the Owner has requested to amend the Development Agreement in order to modify permitted uses and provide for some revised developmental standards Lakeview Estates MPD; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment 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 has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) at its regularly scheduled meeting conducted on May 20, 2026, 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 proposed amendment 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. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. MPD AMENDMENT. The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby enacts this Ordinance amending the Development Agreement, attached hereto as "Attachment B", for the property generally located between 0.5 to 1.25 miles north of Matanzas Woods Parkway, west of Interstate 95, and east of US Highway 1 legally described in "Attachment A" attached hereto.

SECTION 3. 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 4. CONFLICTS. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on the first reading after due public notice and hearing this 1st day of September, 2026.

ADOPTED on the second reading after due public notice and hearing this 20th day of October, 2026.

ATTEST: CITY OF PALM COAST

_____ _____
KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachments:
Exhibit “A” Legal Description
Exhibit “B” Amended MPD Development Agreement

EXHIBIT “A”

LEGAL DESCRIPTION

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet; thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of 90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of

curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South

09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00"

West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet

to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved

Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North 87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along

a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows:
A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, 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 NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTIONS 22 AND 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING A PORTION OF RESERVED PARCEL "E" AS SHOWN ON THE PLAT LAKEVIEW -- SECTION 37 PALM COAST PARK AT PALM COAST, MAP BOOK 13, PAGES 1 THROUGH 29 AND DESCRIBED IN OFFICIAL RECORDS BOOK 2354, PAGES 1028 THROUGH 1036, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND A PORTION OF PARCEL NO. 2, AS DESCRIBED IN OFFICIAL RECORDS BOOK 142, PAGES 278 THROUGH 279, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, BEING THE MOST SOUTHERLY CORNER OF SAID RESERVED PARCEL "E"; THENCE NORTH 38°53'25" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW BOULEVARD AS SHOWN ON SAID PLAT OF LAKEVIEW - SECTION 37, PALM COAST PARK AT PALM COAST A DISTANCE OF 1801.29 FEET TO A POINT OF CURVATURE: THENCE CONTINUE ALONG THE

EASTERLY RIGHT-OF-WAY OF SAID LAKEVIEW BOULEVARD NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 331.51 FEET, A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 26°22'51" AND A CHORD BEARING AND A CHORD BEARING NORTH 25°41'59" WEST A DISTANCE OF 328.59 FEET TO THE SOUTHERLY LINE OF SAID PARCEL NO. 2; THENCE DEPARTING SAID SOUTHERLY LINE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 151.11 FEET, A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 12°01'29" AND A CHORD BEARING NORTH 06°29'48" WEST A DISTANCE OF 150.83 FEET TO A POINT; THENCE SOUTH 89°30'56" WEST A DISTANCE OF 1280.00 FEET TO THE SOUTHERLY LINE OF JEFFERSON DAVIS WATERWAY AS SHOWN ON SAID PLAT LAKEVIEW - SECTION 37, PALM COAST PARK AT PALM COAST; THENCE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY NORTH 12°53'48" EAST A DISTANCE OF 297.66 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 913.19 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 63°25'14" AND A CHORD BEARING NORTH 39°41'03" EAST A DISTANCE OF 867.28 FEET TO THE POINT OF TANGENCY, THENCE NORTH 71°23'41" EAST STILL ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY A DISTANCE OF 1251.37 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 603.41 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 41°54'23" AND A CHORD BEARING SOUTH 87°39'07" EAST A DISTANCE OF 590.05 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL NO. 2, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID RESERVED PARCEL "E"; THENCE CONTINUE ALONG E"; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 177.30 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 12°18'48" AND A CHORD BEARING SOUTH 60°32'31" EAST A DISTANCE OF 176.96 FEET TO THE POINT OF EAST A DISTANCE OF 176.96 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY SOUTH 54°23'07" EAST A DISTANCE OF 147.50 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID EAST A DISTANCE OF 147.50 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND THROUGH SAID RESERVED PARCEL "E" SOUTH 35°36'53" WEST A DISTANCE OF 120.96 FEET TO A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 213.75 FEET, A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 81°38'50" AND A CHORD BEARING SOUTH 40°20'20" WEST A DISTANCE OF 196.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°29'04" EAST A DISTANCE OF 1536.30 FEET TO A POINT OF CURVATURE; THENCE S0UTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 28.34 FEET, A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 03°49'12" AND A CHORD BEARING SOUTH 02°23'39" EAST A DISTANCE OF 28.33 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGES 936 THROUGH 939, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL THE FOLLOWING FIVE (6) COURSES; 1) SOUTH 85°41'45" WEST A DISTANCE OF 24.67

FEET, 2) SOUTH 01°05'36" WEST A WEST A DISTANCE OF 24.67 FEET, 2) SOUTH 01°05'36" WEST A DISTANCE OF 53.63 FEET, 3) SOUTH 10°42'21" EAST A DISTANCE OF 31.82 FEET, 4) NORTH 75°01'26" EAST A DISTANCE OF 11.50 FEET, 5) SOUTH 53°38'13" EAST A DISTANCE OF 20.65 FEET, 6) NORTH 72°54'00" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL, SAID CORNER ALSO BEING A POINT OF CURVATURE; THENCE DEPARTING SAID BOUNDARY AND ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 60.46 FEET, A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 08°09'03" AND A CHORD BEARING SOUTH 21°10'31" EAST A DISTANCE OF 60.41 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 25°15'02" EAST A DISTANCE OF 620.00 FEET; THENCE NORTH 64°44'58" EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 25°15'02" EAST A DISTANCE OF 335.20 FEET; THENCE SOUTH 64°44'58" WEST A DISTANCE OF 526.36 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
AMENDED MPD DEVELOPMENT AGREEMENT

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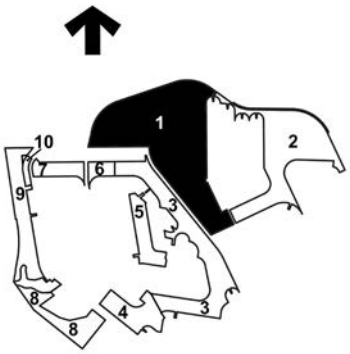
LAKEVIEW ESTATES CONCEPTUAL SITE PLAN

MPD AMENDMENT 06.16.25
SEE REVISED TRACT PLANS

Exhibit "B-1"

LAKEVIEW ESTATES TRACT PLAN

TRACT 1

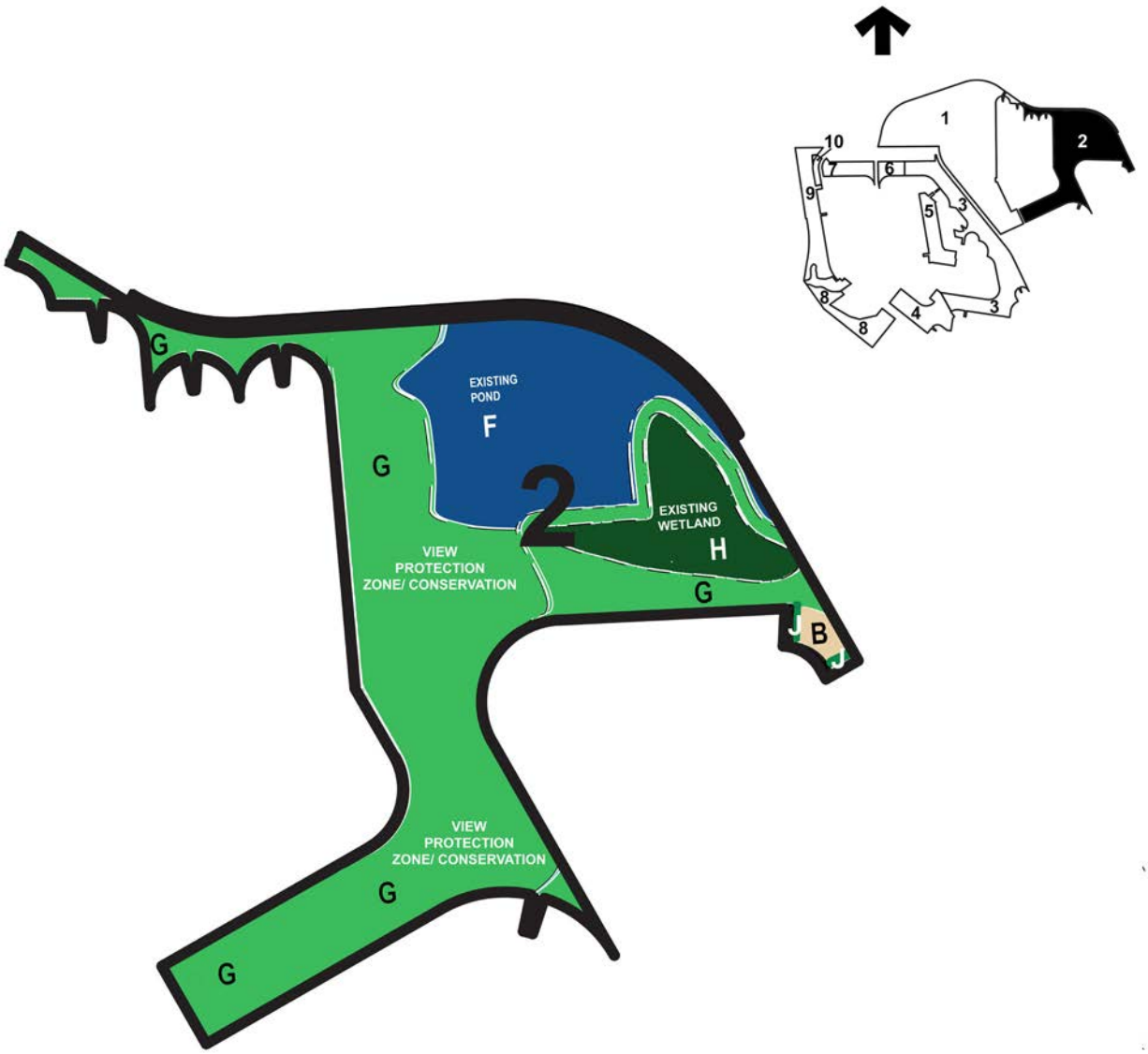


A	SFR-1 SINGLE FAMILY	G	VIEW PROTECTION ZONE/ CONSERVATION
B	SFR-2 SINGLE FAMILY	H	WETLAND
C	MFR-1	J	VIEW PROTECTION ZONE
D	COMMERCIAL	K	PROPOSED CITY PARK
E	STORMWATER POND		
F	EXISTING POND		

MPD AMENDMENT 06.16.25
NO AMENDMENT TO TRACT 1

Exhibit "B-2"

LAKEVIEW ESTATES TRACT PLAN
REVISED
TRACT 2



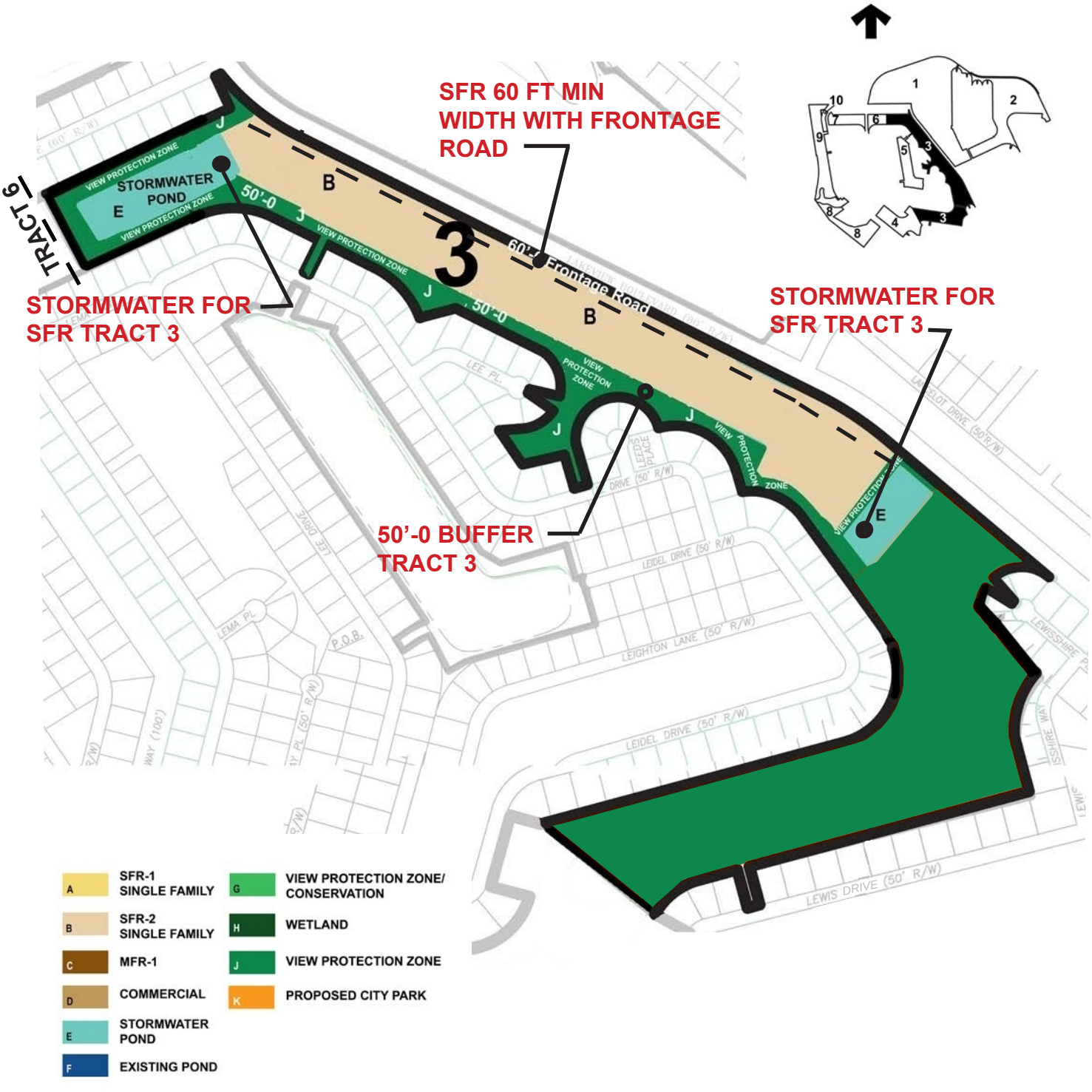
MPD AMENDMENT 06.16.25
AMENDMENT TRACT 2

Exhibit "B-3"

LAKEVIEW ESTATES TRACT PLAN

REVISED

TRACT 3



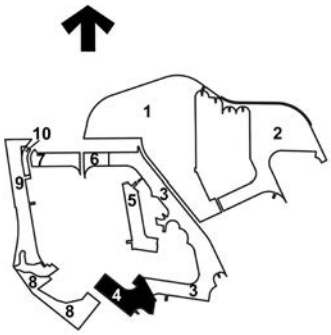
MPD AMENDMENT 06.16.25
AMENDMENT TRACT 3

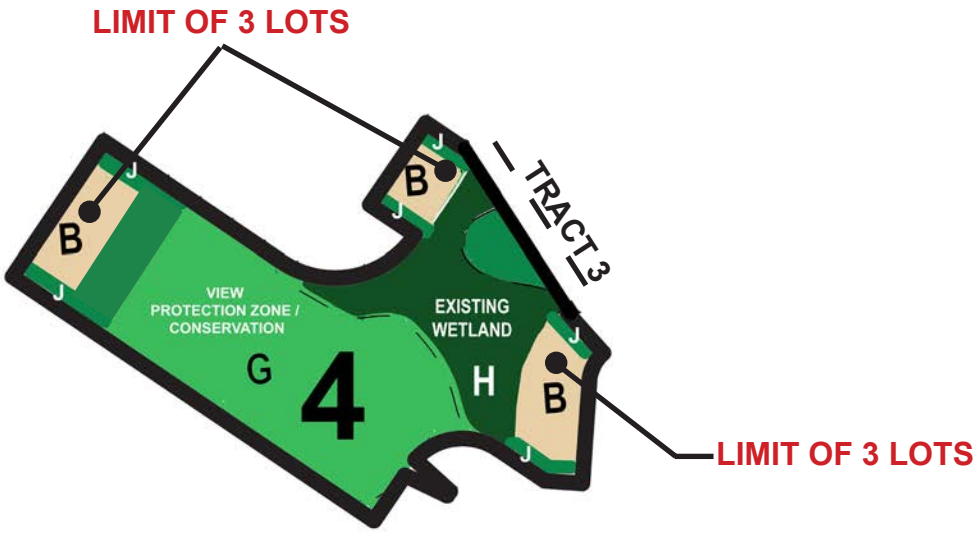
Exhibit "B-4"

LAKEVIEW ESTATES TRACT PLAN

REVISED

TRACT 4





A	SFR-1 SINGLE FAMILY	G	VIEW PROTECTION ZONE/ CONSERVATION
B	SFR-2 SINGLE FAMILY	H	WETLAND
C	MFR-1	J	VIEW PROTECTION ZONE
D	COMMERCIAL	K	PROPOSED CITY PARK
E	STORMWATER POND		
F	EXISTING POND		

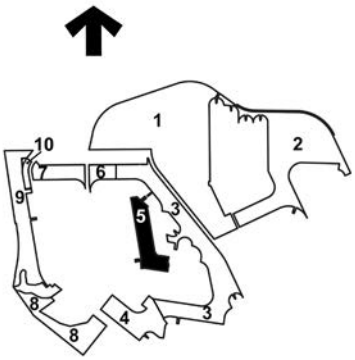
MPD AMENDMENT 06.16.25

AMENDMENT TRACT 4

Exhibit "B-5"

LAKEVIEW ESTATES TRACT PLAN

TRACT 5

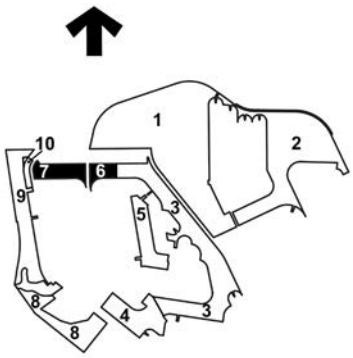


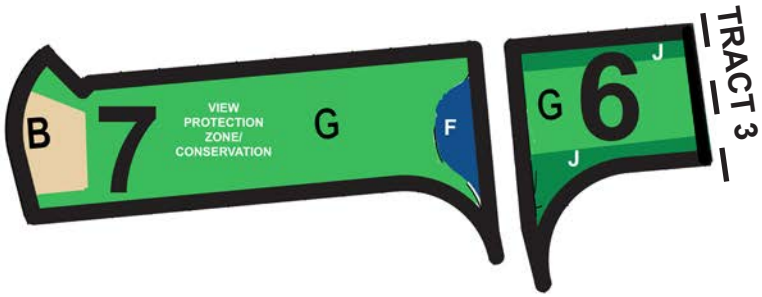
A	SFR-1 SINGLE FAMILY	G	VIEW PROTECTION ZONE/ CONSERVATION
B	SFR-2 SINGLE FAMILY	H	WETLAND
C	MFR-1	J	VIEW PROTECTION ZONE
D	COMMERCIAL	K	PROPOSED CITY PARK
E	STORMWATER POND		
F	EXISTING POND		

MPD AMENDMENT 06.16.25
NO AMENDMENT TRACT 5

Exhibit "B-6"

LAKEVIEW ESTATES TRACT PLAN
REVISED
TRACTS 6 & 7



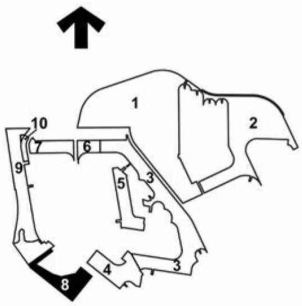


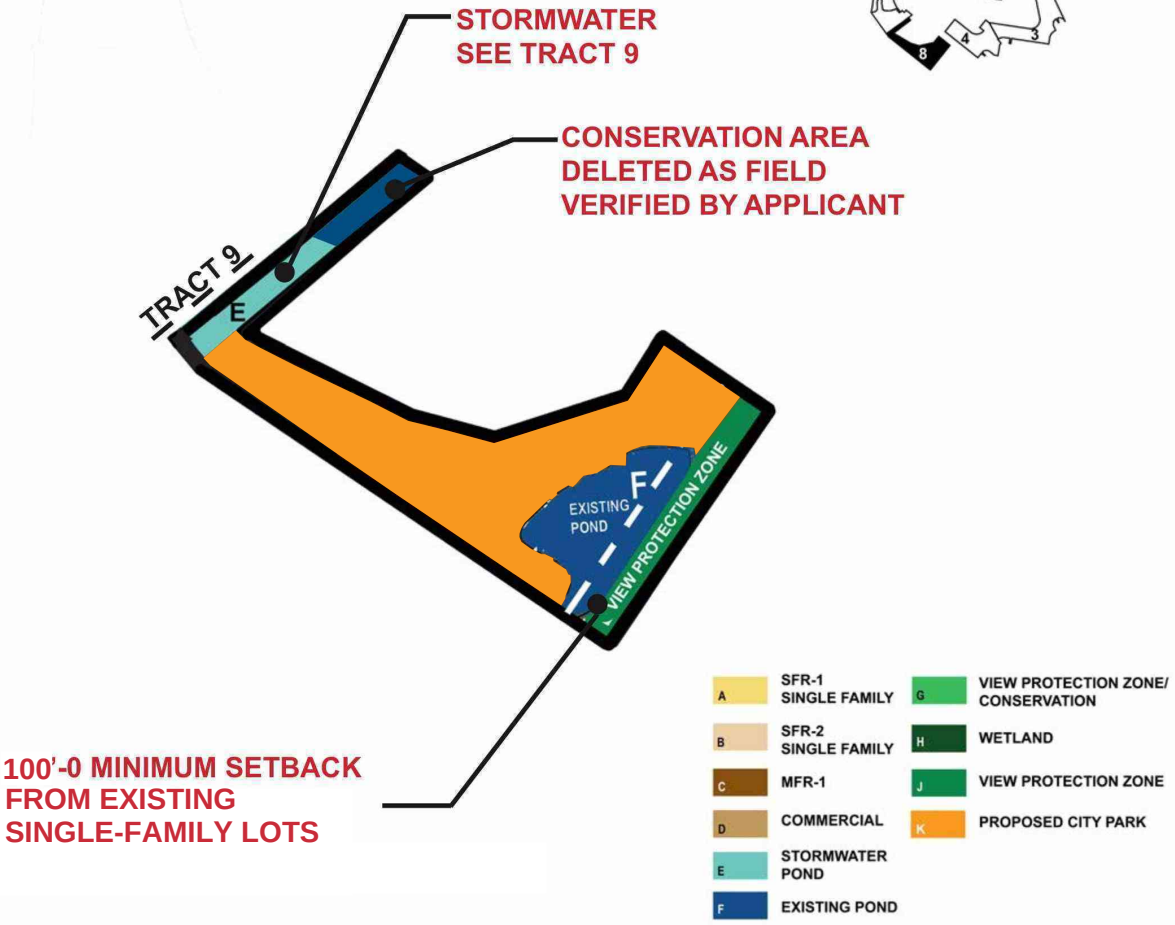
A	SFR-1 SINGLE FAMILY	G	VIEW PROTECTION ZONE/ CONSERVATION
B	SFR-2 SINGLE FAMILY	H	WETLAND
C	MFR-1	J	VIEW PROTECTION ZONE
D	COMMERCIAL	K	PROPOSED CITY PARK
E	STORMWATER POND		
F	EXISTING POND		

MPD AMENDMENT 06.16.25
AMENDMENT TRACT 6
NO AMENDMENT TRACT 7

Exhibit "B-7"

LAKEVIEW ESTATES TRACT PLAN
REVISED
TRACT 8

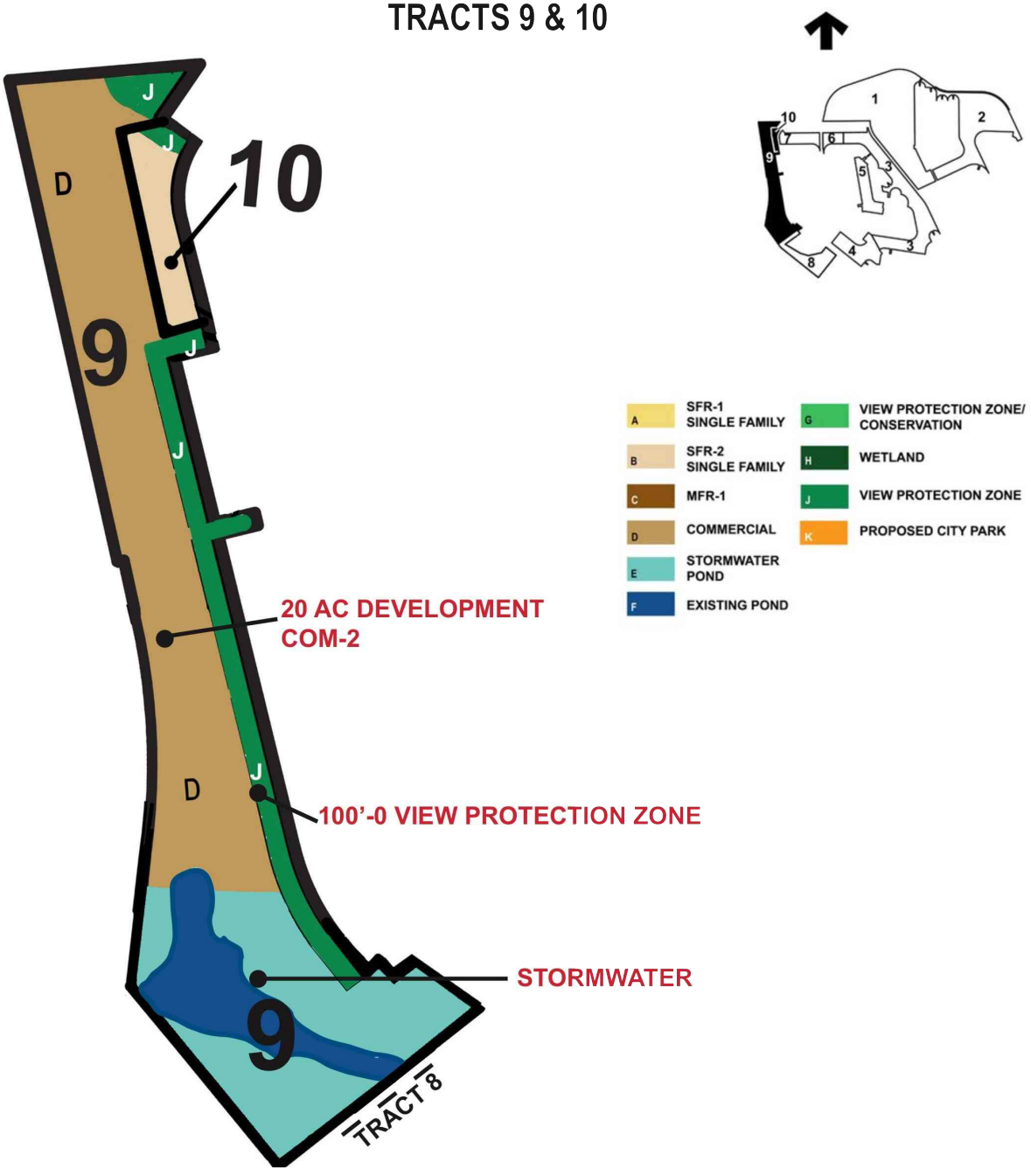




MPD AMENDMENT 06.16.25
AMENDMENT TRACT 8

Exhibit "B-8"

LAKEVIEW ESTATES TRACT PLAN
REVISED
TRACTS 9 & 10



MPD AMENDMENT 06.16.25
AMENDMENT TRACTS 9 & 10

Prepared by:
Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

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

LAKEVIEW ESTATES
FIRST AMENDMENT TO THE
MASTER PLANNED DEVELOPMENT AGREEMENT

THIS, FIRST AMENDMENT TO THE MASTER PLANNED DEVELOPMENT AGREEMENT, (hereinafter referred to as the "Amendment") is made and executed this _____ day of _____, 2026, by and between the **CITY OF PALM COAST,** a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and **MATANZAS GC PALM COAST, LLC,** a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 200 Ocean Crest Drive, Unit 1111, Palm Coast, Florida 32137.

RECITALS

1. On or about January 19, 2021, the City approved the Lakeview Estates Master Planned Development Agreement (the "MPD").
2. Pursuant to the citizen survey dated June 19 and 20, 2021, City desires to own, permit and develop a park for the residents of Palm Coast.
3. The Owner desires to convey to the City sufficient lands for purpose of a park and amend the PUD to allow for areas of the property to be developed consistent with the present densities and intensities.

4. The City and Owner enter into this Amendment to the MPD to achieve their respective goals and objectives.
5. The City of Palm Coast City Council ("City Council") has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the PLDRB, which voted ____ to recommend approval at their regularly scheduled meeting conducted on _____, 2026; and
6. The City Council held duly noticed public hearings 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 after complete deliberation, 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
7. The City Council 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 resolved and agreed by and between the City and the Owner that the Owner's application for an Amendment to the MPD is approved, and the parties agree to the following:

FINDINGS OF FACT:

(a) The aforementioned recitals are taken as true, incorporated herein by reference and made a material part of this Amendment.

(b) This Amendment is consistent with (1) the State's Comprehensive Plan as set forth in Chapter 187, Florida Statutes and (2) the City's Comprehensive Plan.

(c) The public hearing to consider this Amendment was properly noticed and held by the City Council pursuant Florida State law and the City's Land Development Code.

CITY COMMUNITY PARK:

At no cost to the City and not subject to City Park Impact Free Credits, the Owner shall convey to the City approximately fifteen (15) acres on a tract of land (the "City Park Site") as generally

depicted on Amended Conceptual Site Plan (**Ex. "A"**) which replaces the Conceptual Site Plan in the MPD. Said conveyance shall take place within one hundred twenty (120) days of execution of this Amendment. The conveyances of lands pursuant to the Amendment shall be free from all encumbrances except easements, reservations, and restrictions acceptable to each other, together with all appurtenances pertaining to the conveyance. Owner will prepay taxes for the year of closing pursuant to Fla. Stat. 196.295. and all special assessments which may have been levied or certified prior to closing on the City Park Site. Sixty (60) days before Closing, the Owner will cause the title company of its choice to issue and deliver to City ALTA title commitments to issue a policy in the amount of the assessed value of the City Park Site, accompanied by one copy of each document supporting any exceptions to the title commitment. The Owner will execute a standard form owner's affidavit and such other affidavits as may be reasonably required by the City, the Title Company, or the Closing Agent. The Owner will also execute an Affidavit of interest in Real Property pursuant to Fla. Stat. 286.23. The Owner will execute affidavits declaring that the City Park Site does not currently contain any Hazardous Substances in violation of any applicable environmental laws or regulations, including but not limited to Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act. 42 U.S.C. Section 9601 et seq. any "super lien" laws, any super fund laws, or similar federal or state laws, or any successor statutes ("Environmental Laws"), nor to Owner's knowledge has any clean-up of their properties occurred pursuant to the Environmental Laws which could give rise to liability to reimburse any governmental authority for the costs of such clean-up or result in a lien or encumbrance.

SECTION 4 PROJECT DESCRIPTION.

Section 4 "Project Description" of the MPD Development Agreement shall be deleted in its entirety and replaced with the following:

The Subject Property has ~~two~~ three (3) Comprehensive Plan FLUM designations, Greenbelt on approximately 260~~276.3~~ +/- acres, Mixed Use (20 +/-acres) and Conservation on approximately ~~4.3~~.19 +/- acres. The current MPD zoning on the property will be maintained and this Development Agreement shall govern all development on the Subject Property as defined herein. Consistent with the Comprehensive Plan and the Greenbelt FLUM, residential units may be developed at one unit per acre. ~~Institutional uses proposed on Greenbelt FLUM acreage shall be deducted from the one unit per acre residential unit calculations.~~ The project proposes 208~~.3~~ +/- acres of ~~Greenbelt~~Mixed Use FLUM for ~~institutional~~commercial uses within the Tract 9~~Greenbelt FLUM.~~ As a result, 26~~8~~0 residential units are permitted to be clustered within the remaining 26~~8~~0.0 +/- acres of Greenbelt FLUM at the Owner's discretion. The Owner may develop a residential and ~~institutional~~commercial development as depicted on the Lakeview Estates Conceptual Master Plan, attached hereto as **Exhibit "B"** and as further defined herein ("Project"). **Exhibit "B-1"** through **Exhibit "B-8"** –further define the project and illustrate allowable uses within each Tract. The uses on each Tract (shall be as follows which are consistent with the Conceptual Site Plan:

TRACT	USE	LDC Designation to be used for Development Standards purposes only
1	Uses on this tract will be single-family residential homes along with View Protection Zones (VPZ), wetland preservation, stormwater pond creation, and community amenities including exterior storage of boats and RVs exclusively for residents residing in the community that will be totally screened from view from off-site properties, Lakeview Boulevard and London Drive.	SFR-1
2	Uses on this tract primarily consist of View Protection Zones, wetlands, natural buffers, and stormwater ponds. In addition, the property is limited to single family residential	SFR-2 and P&G

	dwellings, view protection zones, natural buffers, and stormwater ponds.	
3	Uses on this tract primarily consist of single-family residential homes, View Protection Zones, wetlands, natural buffers, and stormwater ponds. ~~This tract is designated as View Protection Zones, and natural buffers.~~	SFR-2 or P&G
4	Uses on this tract primarily consist of View Protection Zones/conservation, and wetlands. The property is limited to single family residential dwellings.	SFR-2 and P&G
5	This Tract is designated as a View Protection Zone/conservation.	P&G
6	Uses on this tract primarily consist of View Protection Zones, wetlands, natural buffers, and stormwater ponds. ~~This Tract is designated as a View Protection Zone~~	P&G
7	Uses on this tract primarily consist of View Protection Zone, wetlands, natural buffers, stormwater retention, ~~and~~ an existing pond, and single-family residential dwellings. ~~The property is limited to single family residential dwellings.~~	SFR-2 and P&G
8	Use of this Tract is limited to ~~townhouses, single family~~a City Park, View Protection Zones, and existing pond. FLUM areas designated Conservation shall be field verified prior to development and the boundaries between the Greenbelt and Conservation areas shall be modified accordingly on the FLUM.	~~MFR-1[1], SFR-1 and~~ P&G
9	Use of this Tract will be limited to ~~8.3~~20 acres of ~~institutional~~ commercial uses meeting the ~~PSP~~ COM-2 zoning standards except the maximum building height shall be 35 feet and there shall be a minimum View Protection Zone of 1~~5~~000 feet in width along its eastern property line where it abuts the rear of all existing platted residential lots. All remaining areas include View Protection Zones, new and existing ponds, and natural buffers. This Tract shall also provide Emergency access to US Highway 1 from London Drive.	~~PSP~~ COM-2 & P&G
10	Use of this Tract is limited to single family residential units with View Protection Zones.	SFR-2

[1]~~There is a height limitation of thirty-five (35) feet for townhouses, a minimum living area of 1,000 sq. ft. with at least a one-car garage per unit and a minimum setback of 150' from all existing single-family platted lots imposed on this use.~~

1. TRACT 1: Tract 1 shall be permitted to develop into a single family detached residential community consistent with the City's SFR-1 and SFR-2 zoning district standards and as depicted on the Conceptual Plan. This community will contain its own private amenities which may include a club house, pools, activities room, exercise trails and self-storage of boats and recreational vehicles limited to residents use only. It shall have two (2) entrances onto Lakeview Drive. Stormwater ponds will be developed on site to contain all runoff as required by Federal, State and City rules. In the areas that abut existing residential platted lots, a View Protection Zone ("VPZ") will be required (See Section 10.7). Prior to application for Subdivision Master Plan or Site Plan Approval, an applicant shall ensure that the VPZ is designed in such a fashion that it maintains the Lot Owners' view of the Subject Property consistent with the City's Land Development Code (LDC). Also prior to the above-mentioned application, an applicant shall demonstrate that Tract 1 is or shall be free from environmental hazards and safe for human occupation as regulated by Federal, State and local law including, but not limited to, the Florida Department of Environmental Protection ("FDEP"). The existing golf course maintenance building may be utilized during construction of the residential community on Tract 1 but shall be removed prior to completion of the infrastructure for the residential community.

2. TRACT 2: Tract 2 shall be maintained as a VPZ except for the area depicted on **Exhibit "B-2"** Tract Plan for single family residential lots. The single family residential area shall be developed consistent with the SFR-2 zoning district standards as provided herein. As a condition of approval of these lots, a VPZ shall be provided to specifically address the adjacent existing single-family platted lots. Stormwater retention is allowed.

3. TRACT 3: Tract 3 is designated as fifty (50) foot VPZ, SFR-2, P&G, ~~and~~ natural buffers, and stormwater retention. Moreover, development of Tract 3 shall be limited to include two (2) access points and shared driveway to Lakeview Blvd. The VPZ shall use enhanced screening adding additional planting, to include use of canopy trees, understory trees, and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee.

4. TRACT 4: Tract 4 shall be mostly preserved as a natural area through the use of VPZs and Conservation Easements over existing wetlands. The on-site wetlands are intended to be preserved and, if impacted, avoidance and minimization techniques will be required pursuant to Federal, State and local law. Consistent with **Exhibit "B-4"** Tract Plan, some single-family residential lots may be developed consistent with SFR-2 zoning designation standards, however they will be required to provide a fifty (50) foot VPZ if behind existing platted residential lots.

5. TRACT 5: Tract 5 shall be a VPZ. No development shall be permitted on Tract 5.

6. TRACT 6: Tract 6 shall be a VPZ and stormwater.

7. TRACT 7: Tract 7 shall be maintained as a fifty (50) foot VPZ except for the areas depicted on **Exhibit "B-6"** Tract Plan for single family residential lots, or stormwater retention. The single family residential areas shall be developed consistent with the SFR-2 zoning district and shall provide a VPZ behind existing platted residential lots. The VPZ shall use enhanced screening adding additional planting, to include use of canopy trees, understory trees, and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee.

8. TRACT 8: Tract 8 shall be permitted to be developed consistent with the City Park site described on Page 3, the development standard for the LDC zoning classification of ~~MFR-1 but limited to townhouses~~P&G. ~~Single-family homes could also be developed using the SFR-1 standards. Notwithstanding said designation, n~~No development on this tract shall exceed thirty-five (35) feet in height. All ~~townhouse~~ development on Tract 8 shall be set back a minimum of ~~150~~ 100 feet from any existing single-family platted lot. The existing pond shall be preserved for the benefit of adjacent property owners. ~~The area designated Conservation on the FLUM can be field verified by the Owner through all applicable governmental agencies and areas designated as uplands may be reclassified to Greenbelt on the FLUM and then utilized for residential purposes.~~

9. TRACT 9: The easterly ~~150~~ 100 feet of Tract 9 that is located behind existing residential platted lots located along the westerly side of London Drive shall be maintained as a VPZ to ensure protection of natural areas. This VPZ shall use enhanced screening adding additional planting, to include use of canopy trees, understory trees, and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee. Stormwater areas are also permitted on Tract 9. ~~PSP (institutional)~~ General Commercial uses consistent with the COM-2 zoning designation with a height limit of 35 feet will be permitted on 20~~8.3~~ acres of the remaining area. Special Exceptions for mini-warehouses, office~~r~~ warehouses, or self-storage shall not be authorized. Prior to making any application for development, the Owner shall prepare a conceptual site plan and hold a neighborhood meeting consistent with the requirements of the LDC. Any development application for Tract 9 shall require final action by the PLDRB. A stabilized emergency access from London Drive shall be provided through the tract to US Highway 1.

10. TRACT 10: Tract 10 shall be permitted to develop single family detached residential units consistent with the LDC SFR-2 zoning district standards. Additionally, a VPZ is required to be provided as shown on the **Exhibit "B-8"** Tract Plan.

11. ~~In addition to the above, Tracts 1, 8 and 9 of the Project shall be integrated internally and externally by a series of pedestrian pathways and roadways and developed in conformance with the LDC and this Development Agreement.~~

~~12.~~ All commons areas, VPZ, stormwater ponds and natural areas shall be maintained by a POA or third party determined acceptable to the City.

12. All lots greater than 10,000 square feet shall have the right to construct RV garages so long as such are ancillary to a residential dwelling unit and consistent with the LDC. Lot sizes that are at least 10,000 square feet in size shall be capable of accommodating RV garages. RV garage types are detached RV garages, regular garages with an attached bay, or garages that are part of the house's main structure. Garages that are detached from the principal structure shall be designed and constructed so that the roof and exterior walls of the garage are of similar architecture, materials, and colors as the exterior of the principal structure. All garages types may exceed the height of the first story of the principal dwelling unit. RV garages may exceed the 30 foot depth and 500 square foot limitation in the LDC, but shall be limited to not be larger than 50 percent of the living area of the principal dwelling unit.

GENERAL CONDITIONS OF THIS AMENDMENT:

(a) Except as provided herein, all other terms of the MPD DA shall remain in full force and effect. The provisions of this Amendment shall bind and inure to the benefits of the parties hereto, their heirs, executors, administrators, successors and assigns.

(b) In the event of a conflict between the terms of this Amendment and the MPD DA, the terms of this Amendment shall govern.

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in properly executed form on this Amendment. 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 Amendment. It is the responsibility of the Owner to ensure that said subordination occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Amendment.

IN WITNESS, WHEREOF, the City of Palm Coast and the Owners have caused this Amendment to be duly executed by its duly authorized representative(s) as the date first above written.

WITNESSES:

_____
Print Name:

_____
Print Name:

"OWNER"
MATANZAS GC PALM COAST, LLC, a Florida limited liability company

By:_____
Alexander Ustilovsky, Manager

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Alexander Ustilovsky, as Manager of Matanzas GC Palm Coast, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC

CITY OF PALM COAST, FLORIDA

_____
Michael Norris, Mayor

ATTEST:

_____
Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Marcus Duffy
City Attorney

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Michael Norris, Mayor of the City of Palm Coast, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR LAKEVIEW ESTATES MPD AMENDMENT
CITY COUNCIL
PUBLIC HEARING ON SEPTEMBER 1, 2026

OVERVIEW

Application Number:	5575
Applicant:	Michael Chiumento III, Esq. Chiumento Law, agent for owner
Property Description:	Generally located between 0.5 to 1.25 miles north of Matanzas Woods Parkway, west of Interstate 95, and east of US Highway 1
Property Owner:	Matanzas GC Palm Coast LLC
Parcel ID #:	07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011, 07-11-31-7037-0RP0A-0011
Current FLUM:	Greenbelt
Current Zoning:	Lakeview Estates Master Planned Development (MPD)
Current Use:	Partially developed
Size of Property:	±280.6 acres
Requested Action:	Amend the Lakeview Estates MPD Development Agreement to modify permitted uses on Tracts: 3, 6, 7, 8, and 9; conditionally permit recreational vehicle garages for all tracts.

ANALYSIS

REQUESTED ACTION

The applicant proposes to amend the existing Lakeview Estates Master Planned Development (MPD) Development Agreement (DA) in order to:

- Add the ability for the developer to site Single-Family Residential (SFR-2) sized residential lots to Tract 3 with access limited to Lakeview Boulevard.
- Add the ability for the developer to site stormwater ponds to Tract 3, Tract 6, Tract 7.
- Replace the ability for the developer to site (Multifamily Residential) MFR-1 and SFR-1 sized residential lots to Tract 8 with the ability to site a City Park site. It also reduces the minimum 150 feet setback from any existing single-family platted lot on Tract 8 to 100 feet.
- Replace the ability for the developer to site ±8.3 acres of Public Semi-Public (PSP) with ±20 acres of General Commercial (COM-2) uses, limited to a maximum of 35 feet, and providing emergency access from US Highway 1 to London Drive. Further the COM-2 uses are limited to not allow a special exception for mini-warehouses, office warehouses, or self-storage. Note: the proposed use of 20 acres as COM-2 is based on the potential approval of a related Future Land Use Map (FLUM) Amendment application, and if developed for commercial uses would reduce the overall remaining residential entitlements from 51 to 39 dwelling units.

- Reduce the existing View Protection Zone (VPZ) on Tract 3 to 50 feet and on Tract 10 from 150 feet to 100 feet. The VPZ depth for tract 4 is defined as 50 feet. The proposed text adds the requirement for enhanced screening and additional plantings to the satisfaction of the Land Use Administrator (LUA) or their designee to shield the view of adjacent residential properties within VPZs.
- Add the ability of residential property owners within the MPD with lots with a size of 10,000 or greater square feet to be able to construct a garage for recreational vehicles as an accessory use to lots with a principal dwelling unit, subject to maximum impervious surface and building setbacks.

BACKGROUND/SITE HISTORY

The subject property was developed as the 18-hole Matanzas Woods Golf Course by ITT and opened in 1985. The golf course permanently closed in 2007. In April 2019, Matanzas GC Palm Coast, LLC purchased the property. The initial City Zoning Map in 1999/2000 showed the subject property having the Flagler County zoning designation of Urban Single-Family Residential (R-1B). Flagler County's Land Development Code (LDC) has the R-1B Zoning District which allowed for single-family residential homes and also recreational areas that are accessory to residential developments. The R-1B zoning district allowed for up to 3 units per acre. In 2004 the City adopted its Comprehensive Plan and designated the subject property as Greenbelt on the Future Land Use Map (FLUM). The Greenbelt designation reduced the overall density on the subject property to 1 unit per acre.

On July 5, 2005, the City Council adopted the initial chapters of our Land Development Code (Ordinance No. 2005-33) which created the Golf Course Community (GCC) Zoning District. The GCC Zoning District allowed density of one home/per acre and also setup significant standards for the redevelopment of any golf course areas into residential uses. These guidelines, located in section 3.03.04.J of our LDC, were added to minimize adverse impacts to abutting single family residential zoned areas. On October 21, 2008, the City Council adopted Ordinance 2008-23 which implemented the City's first complete Land Development Code and also converted the Golf Course Community (GCC) Zoning District to MPD without a DA.

On January 19, 2021, the City Council approved Ordinance 2021-01 which rezoned the existing MPD to add the existing DA at the applicant's request during public hearing. The previous rezoning application had significant public participation at all facets of the rezoning process from the neighborhood meeting, which drew approximately 250 to 350 residents the two Planning and Land Development Board (PLDRB) meetings drawing approximately 50 to 60 residents and 30 to 35 residents respectively.

PROJECT DESCRIPTION

The property owner using clustering provisions of the LDC, the overall acreage of the project, and a field verified conservation area of ±0.2 acres ended up with residential entitlements of ±272 dwelling units (du). To date, 221 lots have received varying levels of approval (Preliminary and Final plats) between Tracts 1, 2, 4, 7, and 10 resulting in the project retaining 51 residential entitlements. The applicant's requested MPD DA Amendment relies on the potential approval of their requested FLUM amendment and has the effect of reducing the remaining residential entitlements from 51 du to 39 du due to the planned development of ±20 acres of COM-2 uses on Tract 9.

- The applicant is proposing to site the remaining 39 residential entitlements on Tract 3, which would require the approval of the MPD DA amendment and subsequent platting applications by the applicant. The vision that the applicant provided was that these lots would be designed to be ±10,000 square feet or larger to make use of their proposed language for recreational vehicle garages, but at a minimum size lots meeting the Unified Land Development Code (LDC) requirements of the SFR-2 zoning district, which requires 7,500-square-foot lots which are compatible with the existing platted single-family residential lots found on nearby Lee Drive.
- The DA provides language for siting additional stormwater retention ponds in Tracts 3, 6, and 7, which supports the City's recent effort to add additional stormwater retention in the area by vacating Learning Lane and Leaf Lane.
- The applicant is also requesting to amend the allowed use on tract 8 to convey the City a site for a future City park at no cost and not subject to park impact fee credits.
- Additionally, the applicant is requesting to permit ±20 acres of COM-2 uses on a portion of Tract 9 adjacent to US Highway 1.

LAND USE AND ZONING INFORMATION

SURROUNDING LAND USES:

NORTH:	FLUM:	DRI-Mixed Use; Conservation; Agriculture & Timberlands (Flagler County)
	Zoning:	PSP; COM-2; Rural Estate (EST-2); MPD; Agriculture (Flagler County)
EAST:	FLUM:	Residential; Greenbelt; Agriculture & Timberlands (Flagler County)
	Zoning:	SFR-2; SFR-3
SOUTH:	FLUM:	Residential
	Zoning:	SFR-2; SFR-3
WEST:	FLUM:	DRI-Mixed Use
	Zoning:	MPD

VPZ Guidelines LDC Section 3.03.04(J)

The City approved its first city wide zoning and complete LDC in 2008, which eliminated the Golf Course Community (GCC) Zoning District. However, regulations related to future development within the previous GCC Zoning District remained in the LDC. The term and utilization of VPZ was established within the Lakeview Estates MPD DA that was adopted in 2021 to be consistent with the Land Development Code regulations related to development in former GCC Districts.

Section 3.03.04(J) of the LDC provides the following redevelopment criteria:

J. *Existing golf course communities. Existing golf courses communities located within the former Golf Course Communities (GCC) District seeking to add residential units must comply with the standards established for the Master Planned Development (MPD) District. In addition, the development shall utilize the following guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas.*

1. *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e.*

side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.
2. *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*
3. *Multifamily uses shall be surrounded by fairways, clubhouse, and/or other golf course facilities to buffer single-family areas within the same development. The multifamily uses shall not be located within 150 feet from any existing, platted lots located within a residentially zoned area.*

The LDC does not quantify the depth or thickness of the VPZ. More than likely it was not quantified since both factors (width of VPZ and amount of vegetative screening) affect the quality of a VPZ. Based on subsection 1, it is clear, that new development does not need to be completely out of view and may be visible from existing properties.

The applicant's draft MPD DA has requested modifications to several Tract's VPZs. While the applicant is able to make the requests, staff worked with the applicant to add the following provision: "The VPZ shall use enhanced screening adding additional planting, to include use of canopy trees, understory trees, and shrubbery, to shield the view of adjacent residential properties. The enhanced screening shall be to the satisfaction of the Land Use Administrator or their designee". The applicants proposed VPZ changes are summarized as follows:

- Tract 3 – defining depth of VPZ to 50 feet.
- Tract 4 - defining depth of VPZ to 50 feet.
- Tract 7 – defining depth of VPZ to 50 feet.
- Tract 9 - reducing the defined VPZ depth from 150 feet to 100 feet.

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: The proposed MPD amendment ultimately would reduce the remaining residential entitlements from 51 to 39 remaining du on the subject property as ±20 acres would be slotted for commercial development adjacent to US Highway 1. The development of COM-2 uses would be compatible with the commercial development pattern along the US Highway 1 corridor, and depending on potential end users could provide needed commercial services to the northwest portion of the City which ultimately could reduce trip ends to Palm Coast Parkway. The conveyance of Tract 8 as a City park site without requiring the City to buy the land or for park impact fee credits is a benefit to the neighborhood. The proposed residential uses on Tract 3 adjacent to Lakeview Boulevard are likely the most significant impact to the surrounding neighborhood; however, the minimum sizes of the proposed residences would match the existing residential neighborhood's zoning of SFR-2. The applicant's request to be able to site recreational vehicle garages as an accessory use on any residential lot 10,000 or more square feet has the potential to reduce the need of residents with recreational vehicles or boats from having to utilize private off-site storage options. Allowing more tracts to support stormwater retention may have a positive effect for the overall neighborhood regarding stormwater and drainage. The neighborhood meeting did have ±125 individuals attend, so there is clearly a vested interest by the public in the proposed MPD DA amendment; however, due to the nature

of the neighborhood meeting and its technical limitations, it is difficult to gauge consensus on the public's interest.

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 Comprehensive Plan. The following policies are provided for elaboration:

- **Chapter 1 Future Land Use Element (FLUE):**

  Policy 1.1.1.2 The future land use designations shall permit the zoning districts listed and generally described in the following table. The maximum densities and intensities for each future land use designation and zoning district are also included in the table……..

  The maximum allowable density for residential uses within the Greenbelt designation is one (1) unit per acre after subtracting lands that are designated for non-residential uses. The proposed COM-2 use requires the associated FLUM amendment, as those uses are more intense than what the Greenbelt designation requires; however, the compact area requested to be designated as Mixed Use follows the character of the developmental pattern exhibited along the US Highway 1 commercial corridor.

  Policy 1.1.2.3 In order to allow for clustering of residential units to create rural communities and minimize the need for extensive infrastructure, the Greenbelt land use designation may include MPDs or PRDs having lot sizes of less than one (1) acre with common open spaces provided that the development's overall density does not exceed one (1) unit per acre.

  The residential component of the MPD DA does not exceed a density of one dwelling unit per acre. Nonresidential components are subtracted from the overall residential land to ensure that additional density is not created. With the associated FLUM amendment, a site specific limiting policy is provided which ensures that designating the proposed ±20-acre commercial site does not create density entitlements consistent with the normal Mixed Use designation in effort to ensure compliance with this policy and the overall character of the development.

  -Objective 1.1.4 – Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.

  The project site is a bifurcated pocket of land that was previously utilized as a golf course. The proposed FLUM amendment and MPD DA amendment ultimately reduce the remaining density of the project area and keep the development compacted minimizing sprawl. Additionally supporting a variety of land uses – residential, stormwater, park land, commercial development support the applicability of this FLUE policy.

  -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 MPD amendment does not expand into areas which are currently not served by public facilities or infrastructure. During the subsequent platting or Technical Site Plan applications, the developer shall be subject to the cost of connecting to municipal services.

Other supporting Comprehensive Plan policies include:

Policy 1.1.2.1 - Permitted uses within a mixed use development shall follow those allowed within the corresponding zoning districts associated with the Future Land Use designation. Deviations from the land development regulation standards may be permissible in order to promote and encourage creatively planned projects and in recognition of special geographical features, environmental conditions, economic issues, or other unique circumstances.

Policy 3.3.2.4 – An analysis of compatibility is required when a new non-residential use is proposed to locate next to existing residential uses. Compatibility analyses during Land Use Amendments, Zoning Amendments, or Site Plan applications may include, but are not limited to, review of the following circumstances and attributes of the new development in comparison to the existing development pattern within a 500 foot vicinity of the parcel boundary of the subject parcel proposed for development or redevelopment:

a. A comparison of lot sizes, intensity, and/or density to understand potential trip generation of the new use.
b. Location in proximity of a collector or arterial roadway, or a transit stop to determine vehicle miles traveled of the new development that may impact existing residential uses.
c. A comparison of the scale of the building envelope(s) including floor area ratio and height.
d. Locations of ingress and egress, and whether or not there are multiple alternate roadways for access to the new development.
e. Hours of operation of a non-residential use.
f. Any creation of noise, smoke, glare, fumes, aromas, or other potential nuisance generating activities.
g. Installation of vegetative buffers, and setback provisions provided with the plan for development.
h. Any nuisance abatement provisions of the new development.

In review of the criteria listed in Policy 3.3.2.4, staff finds that the proposed MPD DA amendment provides a ±20-acre site for COM-2 uses on the western portion of Tract 9. This is adjacent to US Highway 1, and the applicant provides language for emergency access to the residential neighborhood. The height is capped to 35 feet which is the maximum building height of a single-family residence per the LDC, and they propose a 100-foot VPZ with enhanced vegetative screening to the satisfaction of the LUA. The impacts of any potential use will be analyzed during the Technical Site Plan stage for potential incompatibility of hours of operation, and creation of potential nuisance generating activities. The applicant has already requested a site-specific limiting policy capping the maximum trips to what could potentially be constructed under the current MPD DA and FLUM designation. Additionally, Tract 8 is being conveyed to the City for a future City park site. City parks are generally considered compatible with residential development; however, these criteria will be analyzed upon the development of a potential City park in the future.

Staff Finding: Its staff's opinion that the applicant's request is not totally consistent with the following sections of the Unified Land Development Code (LDC):

Section 3.03.04.J.1. *Existing direct golf course views from the rear yards of all existing, platted lots located within any residentially zoned districts directly abutting the site shall be maintained. Peripheral (i.e. side) views from these existing rear yards may be impacted by new development and new development may be visible from existing development.*

Staff finds that the applicant has not provided evidence and reasonable assurances that the existing direct golf course views have been maintained throughout the entire project.

Section 3.03.04.J.2. *Existing golf course views from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical.*

The existing golf course views across a right-of-way or a water body in staff's opinion are not being maintained consistently throughout the entire project. That said, the proposed language in the MPD DA amendment requiring the developer to provide enhanced vegetative screening to the satisfaction of the LUA helps the existing residents from being visually impacted by the proposed developments.

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

Staff Finding: Potable water and sewer services are available nearby to serve the project. The developer will be required to pay applicable impact fees to ensure that the City does not have a financial liability for the project.

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 project already has approved residential entitlements to support a total of 272 du on the site. The proposed MPD Amendment reduces the overall density of the project area by reducing the residential entitlements 260 units. At this time 221 residential entitlements have been used. Additionally, it provides land for a public park site, and language to require emergency access to US Highway 1. At this time the proposed amendment does not create by itself an unreasonable hazard; however, during the platting process, City review staff shall evaluate the proposed project to ensure compliance with all applicable code requirements.

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

Staff Finding: The subject property will be required to comply with the MPD Development Agreement, City's Land Development Code (LDC), Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

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

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.09.04 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 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: The proposed application remains consistent with and will further the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The development standards in the MPD remain generally consistent with the standards established by the LDC.

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

Staff Finding: The proposed changes will not cause the MPD Agreement to further depart from customary standards in the LDC.

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

Staff Finding: The proposed uses are similar to existing developments. The neighborhood of the Matanzas Woods area includes SFR-1, SFR-2, SFR-3 and MFR-1 zoning districts. The proposed development is compatible with those zoning districts. In addition, a neighborhood park is compatible with the residential uses found in the area. The height limitation on tract 9 and enhanced vegetative buffers within the VPZ areas help to ensure compatibility with the existing neighborhood. Furthermore, staff's VPZ recommendation helps to ensure compatibility with adjacent existing properties.

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 required by the LDC, future development applications will be analyzed in further detail to determine if there is adequate public infrastructure capacity to serve the development. Other public service needs will also be reviewed in more detail as the development review progresses. For example, future applications for development will require further environmental analysis, utility agreements, coordination with Flagler Schools, etc. before approval. The subject project will be required to pay applicable impact fees to accommodate its impact on the public infrastructure and services.

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

Staff Finding: The developer has not shown any specific phasing of the project. However, various tracts within the MPD are situated where they can adequately be developed independently through the platting process.

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

Staff Finding: The applicant previously submitted a Transportation Impact Study when the application was heard in 2021 that demonstrated that all roadways within the study area with the project's traffic included will operate at the City's adopted level of service. This amendment reduces the overall density of the MPD and the applicant has requested a site-specific limiting policy to cap the amount of traffic on Tract 9 to what is currently allowed. The applicant did not provide an updated Transportation Impact Analysis (TIA) with this application after making a request to City Administration, so staff is unable to evaluate the proposed distribution on US Highway 1 for the ±20-acre commercial site. An updated TIA shall be required during the Technical Site Plan stage of Tract 9's commercial development for further review.

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 MPD DA amendment reduces residential density, provides additional stormwater, a City park site without cost to the City, and commercial uses along US Highway 1's expanding commercial corridor which could ultimately reduce trip ends to other areas of the City when developed. This project is consistent with the requirements of an MPD to provide a public benefit.

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

Staff Finding: The request adds more commercially designated land to the City and results in a minor reduction of density of the MPD. The proposed uses are similar to the existing residential neighborhood and do not request a reduction in lot sizes from the existing adjacent neighborhood. The proposed height limitation helps ensure compatibility with the existing residential land uses, and although the VPZ areas are reduces in width from the approved MPD DA, the language for enhanced vegetative screening helps buffer existing land uses from those within the MPD.

J. Impact upon the environment or natural resources.

Staff Finding: The landowners will be required to submit all applicable environmental reports or studies as required by the LDC during subsequent development. These studies will include environmental resource assessments, cultural resources, soil and groundwater analyses, stormwater calculations, floodplain analysis, and threatened and endangered species studies as applicable during the site plan or platting process for any new project within the MPD.

K. Impact on the economy of any affected area.

Staff Finding: The residents that will inhabit these new homes will have a positive impact on State and local income including permit and impact fees, taxes, and other sources. The project will also provide a significant number of constructions jobs, which should have a positive direct and indirect impact on the local economy. Further the applicant's analysis of the commercial development at Tract 9 estimates that ±250,000 gross square feet could be developed which will enhance the City's nonresidential tax base.

PUBLIC PARTICIPATION

The applicant hosted a neighborhood meeting as required by Unified Land Development Code (LDC) Section 2.05.02 at 5:30 p.m. Tuesday April 14th, 2026, in the cafeteria of Indian Trails Middle School. The applicant also met the public notice requirements of LDC Section 2.05.03. The neighborhood meeting had approximately 125 attendees. Applicant submitted documentation summarizing the neighborhood meetings that has been attached to the agenda item.

Prior to the Planning and Land Development Regulation Board (PLDRB) meeting on May 20, 2026, staff was contacted by several members of the public requesting clarifying information pertaining to public hearing dates or to access to application materials, which staff has provided. The applicant has met their public notice requirements.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING

The PLDRB heard the Comprehensive Plan Amendment, application #5576, and its companion MPD Amendment, application #5575, at their May 20, 2026 meeting.

During the evening, the PLDRB unanimously approved a motion to delay public comment on the Comprehensive Plan Amendment until after the companion MPD Amendment, application #5575, had been presented to the PLDRB as well. 10 members of the public spoke in opposition to the proposed Comprehensive Plan Amendment and MPD Amendment.

The PLDRB voted five to one in favor of recommending approval of the Comprehensive Plan Amendment subject to the concurrent adoption of staff's draft FLUE Policy 1.1.2.5 serving as a site specific limiting policy capping the intensity and density of the 20-acre portion of Tract 9 of the Lakeview Estate MPD.

The PLDRB voted six to zero in favor of recommending denial of the MPD Amendment subject to criteria analysis of LDC Section 2.05.05A finding the application contrary to public interest based on compelling evidence presented by the public during public comment in addition to analysis of LDC Sections 3.03.04.J1 and 3.03.04.J2.

RECOMMENDATION

The Planning and Land Development Regulation Board recommends that the City Council finds the proposed MPD Amendment (Application No. 5575) not consistent with the Comprehensive Plan and deny the application.

THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: June 16, 2026
Ordinance Number: 2026-XX
Posted To Webpage: May 13, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE LAKEVIEW ESTATES MASTER PLAN DEVELOPMENT AGREEMENT, AS ESTABLISHED IN SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR ±280.6 ACRES OF CERTAIN REAL PROPERTY PREVIOUSLY KNOWN AS THE MATANZAS GOLF COURSE AND DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBERS 07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011, AND 07-11-31-7037-0RP0A-0140, GENERALLY LOCATED BETWEEN 0.5 TO 1.25 MILES NORTH OF MATANZAS WOODS PARKWAY, WEST OF INTERSTATE 95, AND EAST OF US HIGHWAY 1, AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A; MODIFYING PERMITTED USES ON TRACTS: 3, 6, 7, 8, AND 9; CONDITIONALLY PERMITTING RECREATIONAL VEHICLE GARAGES FOR ALL TRACTS; PROVIDING FOR SEVERABILITY, CONFLICTS; AND AN EFFECTIVE DATE.

The sections below <u>are not</u> required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;
__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
__ 5. Emergency ordinances;
__ 6. Ordinances relating to procurement; or
X 7. Ordinances enacted to implement the following:

a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;
b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the city;
__ c. Sections 190.005 and 190.046;
__ d. Section 553.73, relating to the Florida Building Code; or
__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This ordinance implemented to amend development agreements relating to the subject parcels has been initiated from a private party other than the City, and therefore exempt from addressing the following sections.

ECONOMIC IMPACT ON BUSINESS

a. Estimated number of businesses impacted: Not applicable.

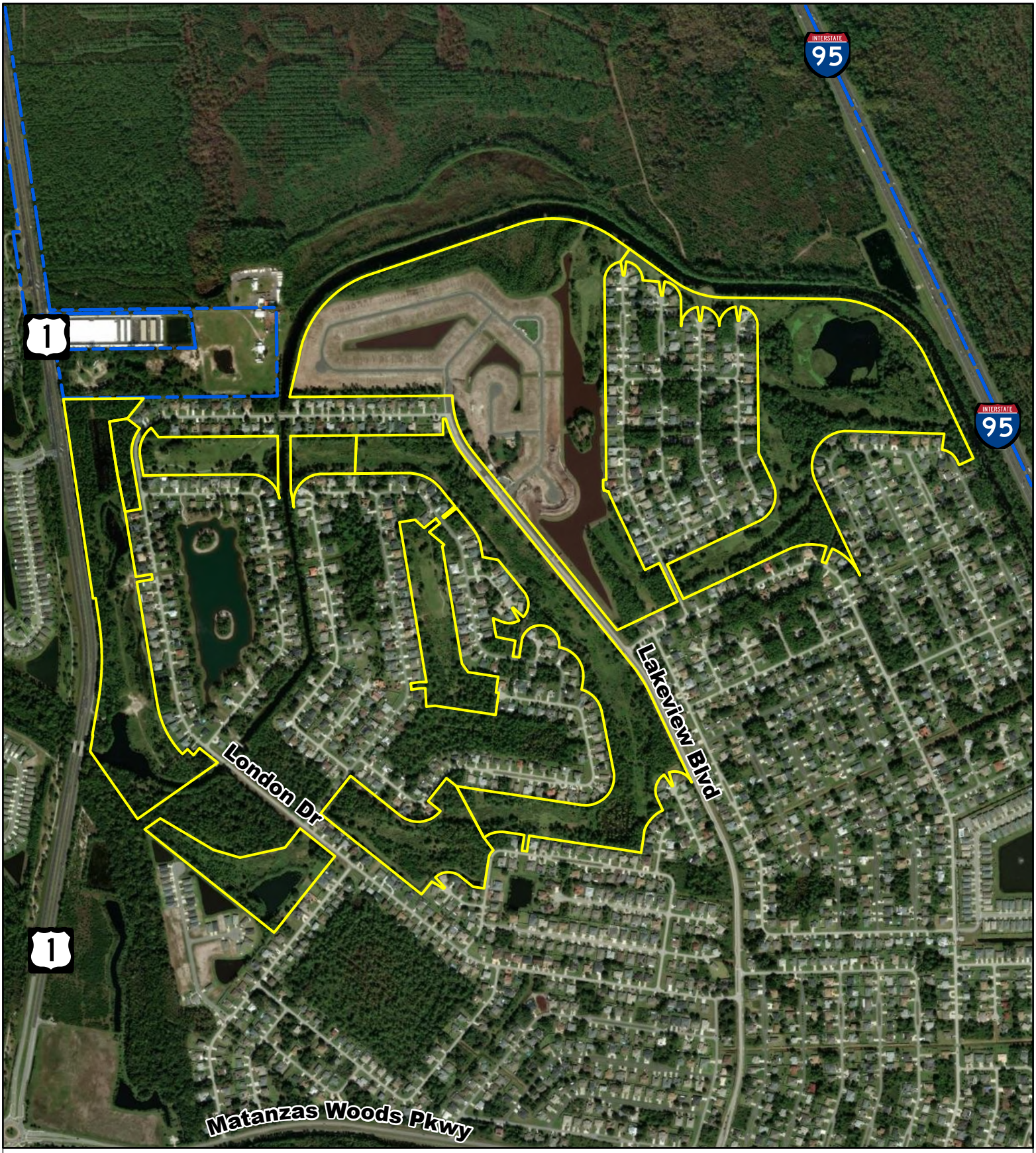
b. Types of businesses affected: Not applicable.

Estimated direct economic impact: Not applicable.

Negative impact: Not applicable.

Compliance Costs: Not applicable.

Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\Lakeview Estates MPD\Working\Working.aprx



Close Up Aerial

Palm Coast City Limits

Subject Properties

N
W E
S

0 1,000 Feet

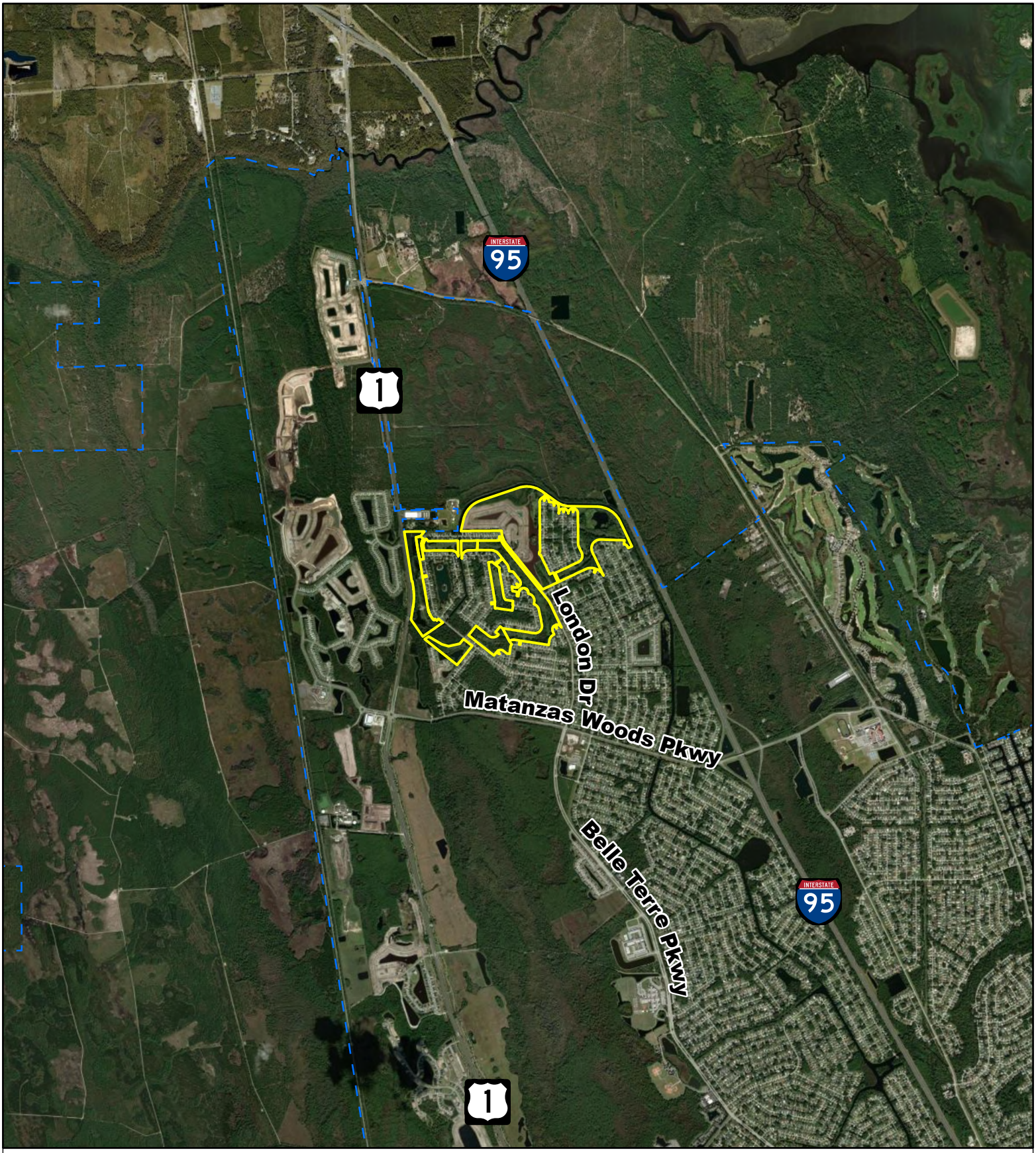
CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/24/2026

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\Lakeview Estates MPD\Working\Working.aprx



Distant Aerial

Palm Coast City Limits

Subject Property

N
W E
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0 4,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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Future Land Use Map

Palm Coast City Limits
Subject Properties

Palm Coast FLUM
Canals

Conservation
DRI-Mixed Use
Greenbelt
Institutional
Mixed Use

Residential
AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use
AGRICULTURE & TIMBERLANDS
CONSERVATION

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W E
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0 1,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\Lakeview Estates MPD\Working\Working.aprx

Proposed Future Land Use Map

Palm Coast City Limits
Subject Properties

Palm Coast FLUM
Canals
Conservation
DRI-Mixed Use
Greenbelt
Institutional
Mixed Use
Residential
AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use
AGRICULTURE & TIMBERLANDS
CONSERVATION

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E
S

0 1,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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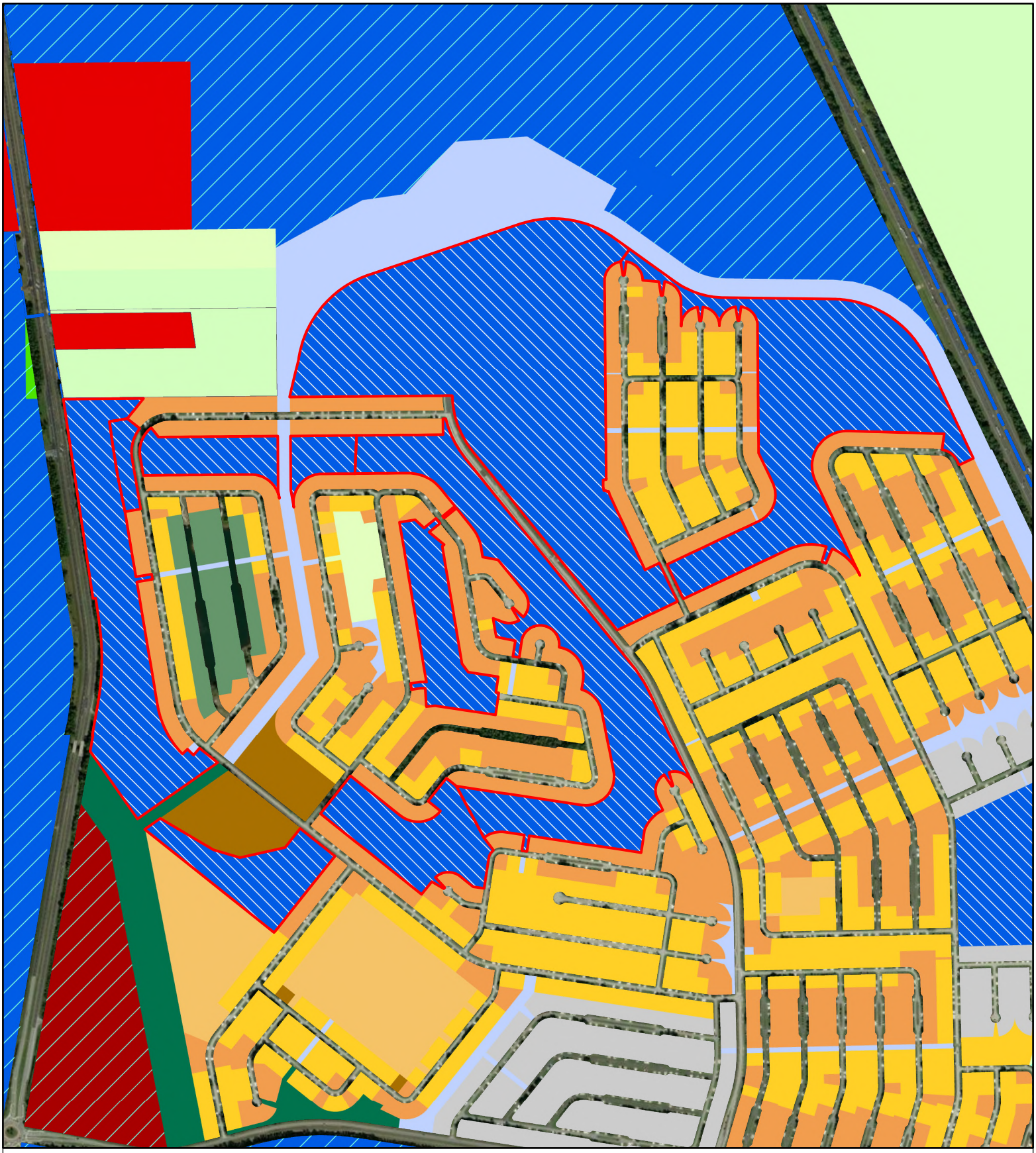

Zoning Map

Palm Coast City Limits
Subject Properties

Palm Coast Zoning Districts
AGR
COM-2
COM-3
DPX
EST-1
EST-2
MFR-1
P & G
PRS
PSP
SFR-1
SFR-2
SFR-3
MPD, MPD post 11-16-08 designation
MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning
AC

N
W E
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0 1,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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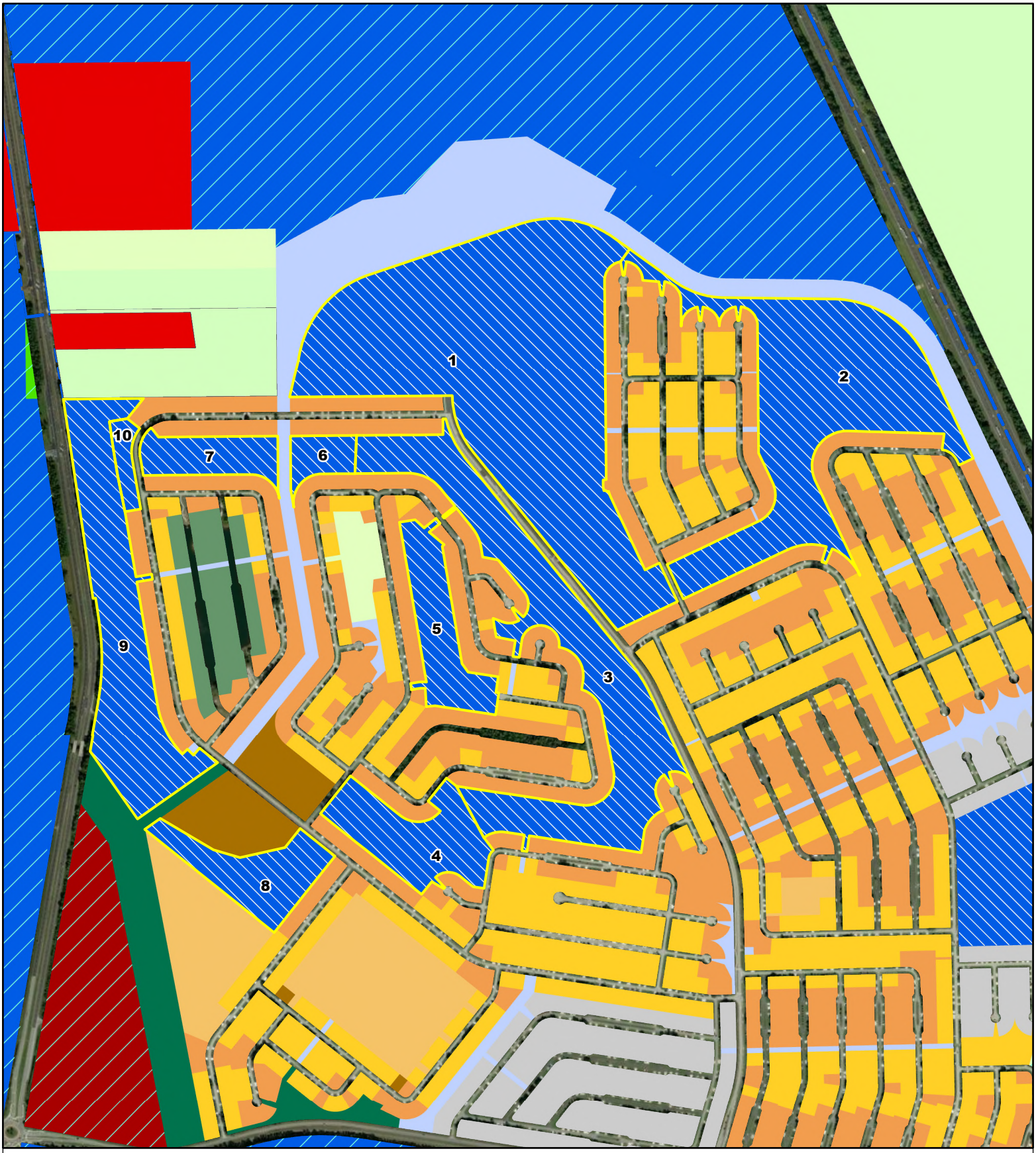

Zoning Map

Palm Coast City Limits
Subject Property

Palm Coast Zoning Districts

- AGR
- COM-2
- COM-3
- DPX
- EST-1
- EST-2
- MFR-1
- P & G
- PRS
- PSP
- SFR-1
- SFR-2
- SFR-3
- MPD, MPD post 11-16-08 designation
- MPD, MPD pre 11-16-08 designation

Unincorporated Flagler Zoning

- AC

N
W E
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0 1,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/24/2026

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Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Jared T. Trent
Sydney L. Nix
Eric R. Sloan, *of-counsel*
Andrew C. Grant, *of-counsel*
Tom Pycraft, of-counsel

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

CHIUMENTO LAW

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

October 23, 2023

City of Palm Coast
Attn: Ray Tyner
160 Lake Avenue
Palm Coast, FL 32164

RE: City of Palm Coast Park Dedication / Lakeview Estates Amendment

Dear Mr. Tyner:

It has been a pleasure to work with the City in its efforts to provide a community park for the Matanzas Woods neighborhood. We reviewed the City's updated parks plan as provided in the P.O.P Report and agree that a park for the residents in this part of the City is long overdue. Therefore, my client is willing to give lands to the City for purposes of community park.

In this light, please find enclosed applications to (i) amend the Comprehensive Plan designation for a portion of the Owner's property and (ii) rezone portions of the property to provide for the donation of +/- 11 ac of land to the City for the community park and additional lands to be developed. Note however, that these applications do not provide for any new residential development rights. The maximum residential development is actually decreased from the present MPD Agreement.

Rezoning Application

The enclosed application requests an Amendment to the MPD Agreement. Rather than provide an amended and restated agreement, the application provides a simple amendment focusing on the specific changes. We have included a redline version for your convenience to show the proposed changes. In general, the proposed amendment (i) reduces the number of residential units to be developed on the property from 268 to 260; (2) broadens the commercial uses on Tract 9, (iii) conveys an +/- 11acres of land to the City for a community park, and (iv) allows residential development on other areas of the property.

These proposed changes remain consistent with the City's comprehensive plan and other land development regulations. We will provide a consistency analysis under separate cover in the next week or so. The proposed changes serve a public purpose in that the community requested a

10/23/2023 02:21 pm IP:[10.10.250.10] Packet No: 91816

community park in this area as provided in the P.O.P Report. We look forward to your comments and hope to placed on the December Planning Board agenda.

Comprehensive Plan Amendment

Also enclosed is an application to amend the Comprehensive Plan designation on a portion of the Property. Specifically, Tract #9 is located on U.S.1 adjacent to the entrance of 1500 units subdivision commonly known as Sawmill Creek. Presently, Tract #9 allows for the development of non-residential uses. The proposed amendment request that the Land Use designation be changed from Greenbelt to Mixed Use to allow for a broader range of commercial uses on that Tract. The goal and objective is to promote economic development and jobs in this area of Palm Coast, increase the commercially zone property in an attempt to balance the community's tax base, and (iii) provide residents in this area with local commercial opportunities minimizing their trip lengths which adversely impact other City roadways such as Palm Coast Parkway.

Conclusion

We appreciate the opportunity to work with the City in its efforts to provide the citizens a community park. We too believe a park in this area of Palm Coast is benefit for the residents in the Matanzas Woods neighborhood. From a planning perspective, this application will not only benefit those residents but will also benefit all the residents in the northeast portion of the City by providing parks, recreation, shopping opportunities for them while lessening traffic impacts on other City roads.

Once you have had an opportunity to review these applications, we respectfully request a meeting to discuss your questions concerns and changes.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Enclosures

GENERAL - APPLICATION

DATE	10/23/2023
APPLICATION TYPE	REZONING MASTER PLANNED DEVELOPMENT

PROJECT NAME	Lakeview Estates				
LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)	398 LAKEVIEW BLVD PALM COAST FL 32164				
PROPERTY APPRAISER'S PARCEL NUMBER	07-11-31-7037-0RP0A-0002				
LEGAL DESCRIPTION	277.40 ACRES ALL OF RESERVE PARCELS, A,B,C,D,E & PT OF VACATED PC SEC 38, OR 47 PG 273 & PT OF VACATED PC SEC 37,OR 538 PG 1611 (EX .0626 AC OF RP E,OR 479/577) OR 550 PG 1626(MATANZAS				
SUBDIVISION NAME	SECTION 37-LAKEVIEW				
SECTION	07	BLOCK	0RP0A	LOT	0002
PROPERTY ACRES	132.46	PROPERTY SQ FT	5769958		
FUTURE LAND USE MAP DESIGNATION	GREENBELT	EXISTING ZONE DISTRICT	MPD		
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER	120684	MAP PANEL DATE	06/06/2018		
FLOOD ZONE	A				
PRESENT USE OF PROPERTY	MASTER PLANNED DEVELOPMENT				

DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)

Amendment to MPD

PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?	No

Owner	Applicant / Agent
Name: MATANZAS GC PALM COAST LLC	Name: MICHAEL D. CHIUMENTO III
Mailing Address: UNIT 1111 200 OCEAN CREST DRIVE PALM COAST, FL 32137	Mailing Address: 145 CITY PLACE SUITE 301 PALM COAST, FL 32164
Phone Number: (386) 445-8900	Phone Number: (386) 445-8900
E-mail Address: MICHAEL3@LEGALTEAMFORLIFE.COM	E-mail Address: CMCNEIL@LEGALTEAMFORLIFE.COM
Mortgage Holder	**Engineer or Professional**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Architect	**Traffic Engineer**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Surveyor	**Landscape Architect**
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
Attorney	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

APPLICANT / OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT: Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by 2016 Florida Statutes Title XXXIX Chapter 668 Section 50

Signature of Property Owner or Applicant

MICHAEL CHIUMENTO

GENERAL APPLICATION: ☐ Rezoning ☐ Special Exception
☐ Nonstatutory Land Division/Parcel Reconfiguration ☐ Vacating Plat
☐ Subdivision Master Plan ☐ Preliminary Plat ☐ Final Plat
☐ Master Site Plan ☐ Nonresidential Controlling Master Site Plan
☐ Technical Site Plan ☐ Site Plan Addition ☐ Development Order Modification
☐ Variance ☐ Parking Flexibility
☐ Wireless Communication Facility (new structure)

CD Plus Application #: _____ Application Submittal Date: _____
Fee Paid: $_____ Date of Acceptance: _____
Employee Name Accepting Application (print name): _____
Rejected on _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Lakeview Estates

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 398 Lakeview Blvd., Palm Coast, FL 32137

C. PROPERTY APPRAISER'S PARCEL NUMBER(s): 07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0140
07-11-31-7037-0RP0A-0011

D. LEGAL DESCRIPTION: _____ Subdivision Name; ____ Section; _____ Block; _____ Lot
See attached Exhibit "A"

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: _____

F. FUTURE LAND USE MAP DESIGNATION: Greenbelt EXISTING ZONING DISTRICT: MPD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ COMMUNITY PANEL NUMBER: _____ DATE: _____

H. PRESENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):
Amend MPD Agreement

J. PROPOSED NUMBER OF LOTS: Addition of 3 lots

K. CHECK APPROPRIATE BOX FOR SITE PLAN:

☒ Tier 1 (up to 40,000 sq. ft. / 40 units)

☐ Tier 2 (up to 100,000 sq. ft. / 100 units)

☐ Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:
Comp Plan Amendment

M. WATER/SEWER PROVIDER: To be provided by City of Palm Coast

N. IS THERE AN EXISTING MORTGAGE? ☐ Yes ☒ No

10/23/2023 02:24 pm IP:[10.10.250.10] Packet No: 91816

OWNER:	APPLICANT / AGENT:
Name: Matanzas GC Palm Coast, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 9401 W. Colonial Drive, Unit 728 Ocoee, FL 34761	Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164
Phone Number:	Phone Number: michael3@legalteamforlife.com
E-mail Address:	E-mail Address: 386-445-8900 ext 102

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY:	DEVELOPER OR DOCKMASTER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) _____

Printed or typed name(s): Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20** 23 **by**

Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced**

_____ **as identification.** (SEAL)

CAROLINE MONELL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

_____
Signature of Notary Public, State of Florida

Property Owner Letter of Authorization

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

Dear Planning Manager,

I / We, Matanzas GC Palm Coast, LLC, a Florida limited liability company

(**All** property owners)

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

07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011, 07-11-31-7037-0RP0A-0140

and also described as Subdivision Matanzas Golf Course/Lakeview Estates,

Section_____, Block _____, Lot _____, OR

Street Address or Physical Location:
398 Lakeview Blvd., Palm Coast, FL 32137

Do hereby designate and authorize

Michael D. Chiumento III, Esq.

(name of agent / applicant)

representing Matanzas GC Palm Coast, LLC

(Individual or Corporate Name)

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

Rezoning & Comprehensive Plan Amendment

(type of application)

for the property described above.

Signature of property owner

Alexander Ustilovsky, Manager, Matanzas GC Palm Coast, LLC

Print name

Signature of property owner

Print name

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20** 23 **by** Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

(SEAL)

Signature of Notary Public, State of Florida

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF FLORIDA

COUNTY OF FLAGLER

COMES NOW, Alexander Ustilovsky, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of Matanzas GC Palm Coast, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Rezoning Application & Comp Plan Amendment Application relating to the following described real property:

See attached Exhibit "A"

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

Signature of owner OR person authorized to represent this application

Signature

Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC

Print name

Signature

Print name

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20**23 **by** Alexander Ustilovsky, as Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Signature of Notary Public, State of Florida

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF FLORIDA

COUNTY OF FLAGLER

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Signature of owner OR person authorized to represent this application

Alexander Ustilovsky

Signature

Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC

Print name

Signature

Print name

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20**23 **by** Alexander Ustilovsky, as Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Caroline McNeil

Signature of Notary Public, State of Florida

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

10/23/2023 02:21 pm IP:[10.10.250.10] Packet No: 91816

Property Owner Letter of Authorization

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

Dear Planning Manager,

I / We, Matanzas GC Palm Coast, LLC, a Florida limited liability company

(**All** property owners)

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

07-11-31-7037-0RP0A-0002, 07-11-31-7037-0RP0A-0011, 07-11-31-7037-0RP0A-0140

and also described as Subdivision Matanzas Golf Course/Lakeview Estates,

Section_____, Block _____, Lot _____, OR

Street Address or Physical Location:
398 Lakeview Blvd., Palm Coast, FL 32137

Do hereby designate and authorize

Michael D. Chiumento III, Esq.

(name of agent / applicant)

representing Matanzas GC Palm Coast, LLC

(Individual or Corporate Name)

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

Rezoning & Comprehensive Plan Amendment

(type of application)

for the property described above.

Signature of property owner

Alexander Ustilovsky, Manager, Matanzas GC Palm Coast, LLC

Print name

Signature of property owner

Print name

NOTARY: This instrument was acknowledged before me on this 3rd **day of** October, **20**23 **by** Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

CAROLINE MCNEIL
MY COMMISSION # HH 023447
EXPIRES: October 6, 2024
Bonded Thru Notary Public Underwriters

(SEAL)

Signature of Notary Public, State of Florida

10/23/2023 02:21 pm IP:[10.10.250.10] Packet No: 91816

Michael D. Chiumento
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2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

April 1, 2024

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Attn: Ray Tyner

RE: Matanzas Golf Course

Dear Mr. Tyner:

I have examined the title with respect to the property described in Exhibit A attached hereto and made part hereof. Based upon my examination of the title search, it is my legal opinion that as of **March 18, 2024**, that fee simple title to the property is vested in **MATANZAS GC PALM COAST, LLC, a Florida limited liability company.** subject to the following matters:

1. All matters as shown on the plat of Lakeview-Section 37 Palm Coast Park at Palm Coast, a subdivision recorded in Plat Book 13, pages 1 through 29, inclusive, of the Public Records of Flagler County, Florida.

2. Covenants and Restrictions recorded in Official Records Book 47, page 295 and amended in Official Records Book 48, page 225, Official Records Book 76, page 267, Official Records Book 81, page 560, Official Records Book 95, page 254, Official Records Book 100, page 9, Official Records Book 119, page 641, Official Records Book 218, page 594 and amended in Official Records Book 278, page 447, Public Records of Flagler County, Florida.

3. Agreement between Palm Coast Utility Corporation and Sunsport Recreation, Inc. recorded in Official Records Book 283, Page 396, Public Records of Flagler County, Florida.

4. Agreement between Palm Coast Utility Corporation and Sunsport Recreation, Inc. recorded in Official Records Book 293, Page 871, Public Records of Flagler County, Florida.

5. Agreement between Palm Coast Utility Corporation and Sunsport Recreation, Inc. recorded in Official Records Book 293, Page 875, Public Records of Flagler County, Florida.

6. Drainage Easement recorded in Official Records Book 549, page 991, Assignment of Reserved Rights recorded in Official Records Book 602, page 53 and Amendment to Drainage Easement to add Additional Lands recorded in Official Records Book 1680, page 1751, Public Records of Flagler County, Florida.

7. Declaration of Restrictive Covenants and Easements recorded in Official Records Book 550, Page 1568, Public Records of Flagler County, Florida.

8. Terms and conditions of the Access Easement Agreement in favor of Commonwealth Palm Coast Corporation recorded in Official Records Book 550, Page 1682, assigned to The Grand Club, LLC, by Assignment of Access Easements recorded in Official Records Book 1118, page 859, Public Records of Flagler County, Florida.

9. Access Easement Agreement in favor of Commonwealth Palm Coast Corporation recorded in Official Records Book 550, Page 1688, assigned to The Grand Club, LLC, by Assignment of Access Easements recorded in Official Records Book 1118, page 859, Public Records of Flagler County, Florida.

10. Drainage Easement Agreement in favor of Palm Coast Community Service Corporation recorded in Official Records Book 550, Page 1750 together with the Amendment to Drainage Easement to add Additional Lands recorded in Official Records Book 1680, page 1681, Public Records of Flagler County, Florida.

11. Declaration of Covenants recorded In Official Records Book 1118, page 868, Public Records of Flagler County, Florida.

12. Easement Agreement for Utilities recorded In Official Records Book 1579, page 472, Public Records of Flagler County, Florida.

13. Development Order(s) recorded in Official Records Book 1599, page 511 and Official Records Book 1615, page 638, Public Records of Flagler County, Florida.

14. Lease and Access Agreement dated March 1, 2008 by and between The Grand Club, LLC, (Landlord) and Palm Coast Outdoor, Inc. (Tenant) together with First Amendment dated October 8, 2008 and Second Amendment dated February 25, 2011 as evidenced by the Memorandum of Lease recorded In Official Records Book 1807, page 683 and Assignment and Assumption of Lease Agreement recorded in Official Records Book 1814, page 159, Public Records of Flagler County, Florida.

15. Lease Agreement dated February 20, 2014 as evidenced by the Lease Memorandum recorded In Official Records Book 1999, Page 1476 and Assignment and Assumption of Lease Agreement recorded in O.R. Book 2354, Page 1621, Public Records of Flagler County, Florida. Seller's Certificate recorded in O.R. Book 2354, Page 1051, Public Records of Flagler County, Florida.

16. Lakeview Estates Master Plan Development Agreement between City of Palm Coast, a Florida municipal corporation and Matanzas GC Palm Coast, LLC, a Florida limited liability company as recorded in O.R. Book 2530, Page 1215, Public Records of Flagler County, Florida.

17. City of Palm Coast Development Order approval for Lakeview Estates Tract 1 Subdivision Master Plan recorded in O.R. Book 2647, Page 1522, Public Records of Flagler County, Florida.

18. City of Palm Coast Subdivision Preliminary Plat Development Order approval for Lakeview Estates Tract 1 recorded in O.R. Book 2756, Page 793, Public Records of Flagler County, Florida.

19. Lakeview Estates Master Plan Development Agreement between City of Palm Coast, a Florida municipal corporation and Matanzas GC Palm Coast, LLC, a Florida limited liability company as recorded in O.R. Book 2530, Page 1215, Public Records of Flagler County, Florida.

Sincerely yours,

Michael D. Chiumento III
MC/cm

EXHIBIT "A"

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet; thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of 90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of

curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South

09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00"

West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet

to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved

Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North 87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along

a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows:
A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, 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 NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTIONS 22 AND 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING A PORTION OF RESERVED PARCEL "E" AS SHOWN ON THE PLAT LAKEVIEW -- SECTION 37 PALM COAST PARK AT PALM COAST, MAP BOOK 13, PAGES 1 THROUGH 29 AND DESCRIBED IN OFFICIAL RECORDS BOOK 2354, PAGES 1028 THROUGH 1036, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND A PORTION OF PARCEL NO. 2, AS DESCRIBED IN OFFICIAL RECORDS BOOK 142, PAGES 278 THROUGH 279, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, BEING THE MOST SOUTHERLY CORNER OF SAID RESERVED PARCEL "E"; THENCE NORTH 38°53'25" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW BOULEVARD AS SHOWN ON SAID PLAT OF LAKEVIEW - SECTION 37, PALM COAST PARK AT PALM COAST A DISTANCE OF 1801.29 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE

EASTERLY RIGHT-OF-WAY OF SAID LAKEVIEW BOULEVARD NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 331.51 FEET, A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 26°22'51" AND A CHORD BEARING AND A CHORD BEARING NORTH 25°41'59" WEST A DISTANCE OF 328.59 FEET TO THE SOUTHERLY LINE OF SAID PARCEL NO. 2; THENCE DEPARTING SAID SOUTHERLY LINE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 151.11 FEET, A RADIUS OF 720.00 FEET, A CENTRAL ANGLE OF 12°01'29" AND A CHORD BEARING NORTH 06°29'48" WEST A DISTANCE OF 150.83 FEET TO A POINT; THENCE SOUTH 89°30'56" WEST A DISTANCE OF 1280.00 FEET TO THE SOUTHERLY LINE OF JEFFERSON DAVIS WATERWAY AS SHOWN ON SAID PLAT LAKEVIEW - SECTION 37, PALM COAST PARK AT PALM COAST; THENCE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY NORTH 12°53'48" EAST A DISTANCE OF 297.66 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 913.19 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 63°25'14" AND A CHORD BEARING NORTH 39°41'03" EAST A DISTANCE OF 867.28 FEET TO THE POINT OF TANGENCY, THENCE NORTH 71°23'41" EAST STILL ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY A DISTANCE OF 1251.37 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 603.41 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 41°54'23" AND A CHORD BEARING SOUTH 87°39'07" EAST A DISTANCE OF 590.05 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL NO. 2, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID RESERVED PARCEL "E"; THENCE CONTINUE ALONG E"; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 177.30 FEET, A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 12°18'48" AND A CHORD BEARING SOUTH 60°32'31" EAST A DISTANCE OF 176.96 FEET TO THE POINT OF EAST A DISTANCE OF 176.96 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY SOUTH 54°23'07" EAST A DISTANCE OF 147.50 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID EAST A DISTANCE OF 147.50 FEET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID JEFFERSON DAVIS WATERWAY AND THROUGH SAID RESERVED PARCEL "E" SOUTH 35°36'53" WEST A DISTANCE OF 120.96 FEET TO A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 213.75 FEET, A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 81°38'50" AND A CHORD BEARING SOUTH 40°20'20" WEST A DISTANCE OF 196.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°29'04" EAST A DISTANCE OF 1536.30 FEET TO A POINT OF CURVATURE; THENCE S0UTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 28.34 FEET, A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 03°49'12" AND A CHORD BEARING SOUTH 02°23'39" EAST A DISTANCE OF 28.33 FEET TO THE NORTHEASTERLY CORNER OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 492, PAGES 936 THROUGH 939, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL THE FOLLOWING FIVE (6) COURSES; 1) SOUTH 85°41'45" WEST A DISTANCE OF 24.67

FEET, 2) SOUTH 01°05'36" WEST A WEST A DISTANCE OF 24.67 FEET, 2) SOUTH 01°05'36" WEST A DISTANCE OF 53.63 FEET, 3) SOUTH 10°42'21" EAST A DISTANCE OF 31.82 FEET, 4) NORTH 75°01'26" EAST A DISTANCE OF 11.50 FEET, 5) SOUTH 53°38'13" EAST A DISTANCE OF 20.65 FEET, 6) NORTH 72°54'00" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL, SAID CORNER ALSO BEING A POINT OF CURVATURE; THENCE DEPARTING SAID BOUNDARY AND ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 60.46 FEET, A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 08°09'03" AND A CHORD BEARING SOUTH 21°10'31" EAST A DISTANCE OF 60.41 FEET TO THE POINT OF TANGENCY: THENCE SOUTH 25°15'02" EAST A DISTANCE OF 620.00 FEET; THENCE NORTH 64°44'58" EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 25°15'02" EAST A DISTANCE OF 335.20 FEET; THENCE SOUTH 64°44'58" WEST A DISTANCE OF 526.36 FEET TO THE POINT OF BEGINNING.

April 3,2024

Bill Hoover
Senior Planner
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

RE: Matanzas MPD Revision Application
Analysis Review per Subsection 2.05.05 and 2.06.03 of the LDC

Dear Mr. Hoover,

The following is a summary of Review Findings

2.05.05 LDC

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

The proposed rezoning will provide commercial and office uses to meet community demand for retail, services, business and employment opportunities.

B The proposed development must consistent with Comprehensive Plan and provisions of this LDC

The Rezoning provides needed public services and revenues based on projected population and employment growth.

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

The Rezoning will not impose significant financial liability or hardship for the City
The project will enhance the City by improved community wide drainage improvements for Matanzas neighborhood area.

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: and

The development will create a perpetual buffer to the east adjacent to existing residential properties.
The western portion of the property is proposed commercial development adjacent to, and accessed from, US Rt. 1

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

The development of the property will comply with all local, state, and federal laws statutes, ordinances regulations, or codes.

2.06.03 LDC

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.

The Rezoning provides attractive job opportunities with superbly designed commercial area while providing for the diverse needs of the citizens.

B. Its impact on environmental or natural resources.

The Rezoning provides for over 6 acres of natural buffers adjacent to existing residential and US 1 road frontage.

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

The Rezoning from PSP (Public Semi Public) to Com 2 (General Commercial) Will provide general commercial and office uses to meet community demand for retail, services, business and employment opportunities.

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

The Rezoning will have not have adverse impact on schools, sewage disposal, potable, drainage, fire Protection, solid waste or transportation systems.

E Any changes in circumstances or conditions affecting the area.

The continued residential growth in the area will be enhanced with services provided by the proposed Rezoning.

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

The proposed Rezoning with the implementation of proposed buffers protects the health safety,and welfare of the surrounding residents.

G. Whether it accomplishes a legitimate public purpose.

The Rezoning provides legitimate public purpose by providing community needs for services as growth continues.

Environmental Assessment

For the

Matanzas Woods Golf Course Property

Palm Coast, Flagler County, Florida

Prepared By:
Atlantic Ecological Services, LLC
Attention: Jody Sisk
201 Basque Road
St. Augustine, FL 32080
jody@atlanticeco.com
(904) 347-9133

Prepared For:
Matanzas GC Palm Coast, LLC
Attn: Mr. Alex Ustilovsky
200 Ocean Crest Drive, Unit # 1111
Palm Coast, FL 32137

April 2021

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1.0 PROJECT INTRODUCTION

The Matanzas Woods Golf Course property is located within the City of Palm Coast, Flagler County, Florida, in a portion of Sections 21, 22, 27, & 28, Township 10 South, Range 30 East. The project area is approximately 275.96 acres in total size. The proposed project is identified as Flagler County Parcel ID # 07-11-31-7037-ORPOA0002. The subject property is generally located north of Matanzas Woods Parkway, east of US Highway 1, west of Interstate 95, and south of lands associated with the Palm Coast Park DRI. The property consists of an abandoned golf course within the City of Palm Coast. Please see the attached Location Map and Aerial Map within Appendix I for details. The latitude and longitude coordinates for the approximate center of the project are 29.615 North and -81.281 West, as determined via Google Earth.

The applicant for the project is:

Matanzas GC Palm Coast, LLC
Attn: Mr. Alex Ustilovsky
200 Ocean Crest Drive, Unit # 1111
Palm Coast, FL 32137

The subject property was previously permitted as a golf course within St. Johns River Water Management District MSSW# 4-035-0003A. The golf course has been closed since 2007.

Atlantic Ecological Services (AES) conducted an Environmental Assessment (EA) on the Matanzas Woods Golf Course property (herein referred to as the subject property). The subject property was reviewed to determine habitat type's present, boundaries of habitat types, presence of or the potential for protected species, wildlife utilization of the site and other environmental constraints noted during the site visits. This EA report discusses the methods used to conduct the EA, the results thereof and includes several supplementary figures.

Mr. Jody Sisk of AES performed the wetland and protected species review on the subject property. Mr. Sisk currently holds certifications from the City of Palm Coast as a Qualified Environmental Professional, including Gopher Tortoise Agent (#19567), Wetlands (#19568), and Listed Species (#19569).

2.0 EXISTING SITE CONDITIONS

The subject property consists of disturbed uplands, wetlands, and surface water ponds associated with the former golf course. The uplands consist of remnant pine flatwoods and golf course, and the wetlands consists of multiple hardwood forested systems, mixed hardwood/pine systems, freshwater marsh, and surface water ponds.

The communities and land use areas were categorized according to the Florida Department of Transportation (FDOT) (1991) Florida Land Use, Cover and Forms Classification System (FLUCFCS). The communities and land uses observed and delineated on the subject property are described in detail below and are shown on the attached Habitat Map.

2.1 Uplands

Golf Course - Remnant (FLUCCS 182) – Approximately 133.95 acres of the property exists as the remnant fairways, greens, and associated components of the Matanzas Golf Course. These areas exist as a mix of turf grass, ruderal weeds, landscape plants and trees, parking, and associated structures.

Pine Flatwoods (FLUCCS 411) – The remaining uplands, not included in the managed golf course area, found on the subject property are considered remnant pine flatwoods. They were part of the ITT pine plantation prior to the opening of the golf course in the 1980's. Evidence of remnant row planting was identified across the site. This habitat community s approximately 98.24 acres in total size. The canopy is dominated by slash pine (*Pinus elliottii*). Some Chinese tallow (*Sapium sebiferum*), live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), and loblolly bay (*Gordonia lasianthus*) are also located within the uplands, but at much less coverage. The understory is dominated by a thick cover of saw palmetto (*Serenoa repens*). Other species found, but at a much lesser extent, include wax myrtle (*Myrica cerifera*), gallberry (*Ilex glabra*), yaupon holly (Ilex vomitoria), bushy broom grass (*Andropogon glomeratus*), blackberry (*Rubu*s spp.), greenbriar (*Smilax* spp.), bahia grass (*Paspalum notatum*), cogon grass (*Imperata cylindrica*), and bracken fern (*Pteridium aquilinum*).

2.2 Wetlands

Mixed Wetland Hardwoods (FLUCCS 617) – Multiple mixed hardwood wetland systems are located on the subject property totaling approximately 0.2 acres. These wetlands consist primarily of a canopy of red maple (*Acer rubrum*), Chinese tallow, laurel oak, and loblolly bay. The understory includes dahoon holly (*Ilex cassine*), wax myrtle and saw palmetto.

Cypress (FLUCCS 621) – Multiple small, isolated cypress depressions totaling 2.97 acres are located on the subject property. These systems are dominated by cypress (*Taxodium* spp.). Other species include red maple, slash pine, and dahoon holly.

Wetland Mixed Forest (FLUCCS 630) – Multiple mixed hardwood and pine wetlands are located on the subject property. The wetland mixed forest communities combined equal approximately 15.09 acres in total area on the subject property. The canopy is dominated by red maple, sweetgum (*Liquidambar styraciflua*), cypress, Chinese tallow, laurel oak, loblolly bay, and slash pine. The understory includes dahoon holly, wax

myrtle, saw palmetto, shiny lyonia (*Lyonia lucida*), gallberry, and herbaceous species such as Virginia chain fern (*Woodwardia virginica*), beakrush (*Rhynchospora* spp.), and yellow-eyed grass (*Xyris* spp.).

Freshwater Marsh (FLUCCS 641) – One freshwater marsh is located on the subject property totaling approximately 5.33 acres. The marshes are dominated by St. Johns wort (*Hypericum fasciculatum*), maidencane (*Panicum hemitomon*), torpedo grass (*Panicum repens*), Carolina willow (*Salix caroliniana*), red root (*Lacnanthes caroliniana*), and primrose willow (*Ludwigia peruviana*).

2.3 Surface Waters

Ponds (FLUCCS 530) – Approximately 20.18 acres of the subject property exists as surface water ponds associated with the former golf course.

3.0 SOILS

A discussion of each soil type present on the subject property is documented below. Please see the attached Soils Map within Appendix I for the location of each soil type.

Wabasso fine sand (4) – This very deep, nearly level, poorly drained soil is in broad flatwood areas. Individual areas of this soil are irregular in shape and range from 4 to 200 acres. The seasonal high water table is at a depth of 6 to 18 inches for as much as 3 months during most years. It recedes to a depth of more than 40 inches during dry periods.

Hicoria, Riviera, and Gator soils, depressional (8) – This is a very deep, nearly level, poorly drained soil found in depressions in the flatwoods. Individual areas are circular to irregular in shape and range from 3 to 1,500 acres. The undrained areas of this map unit are ponded, as much as 24 inches of water is above the surface for 6 months or more except during extended dry periods.

Myakka fine sand (11) – This is a very deep, nearly level, very poorly drained soil that is in broad flatwood areas. The areas range from 5 to 500 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches for more than 6 months of the year.

Placid, Basinger, and St. Johns soil, depressional (12) – These are very deep, poorly drained soils which are present in depressions along flatwoods. Undrained areas are ponded for long periods. They range from 3 to 400 acres in size. In most years, undrained areas are ponded for more than 6 months, and the seasonal high water table is as much as 2 feet above the surface.

Immokalee fine sand (13) – This is a poorly drained, nearly level soil on broad flats and low knolls in flatwoods. Mapped areas of this soil range from 5 to 600 acres. The

seasonal high water table is at a depth of 6 to 18 inches for 2 months and at 10 to 40 inches during periods of lower rainfall in most years under natural conditions. During extended dry periods, the water table recedes to a depth of more than 40 inches.

Valkaria-Smyrna Complex (18) – This is a very deep, nearly level, poorly drained soil on flatwoods. Areas in this soil are irregular and range from 40 to 300 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. It is at a depth of 10 to 40 inches or more during extended dry periods.

Vakaria fine sand (19) – This is a very deep, nearly level, poorly drained soil on low broad flats and in sloughs connecting depressions. Areas in this soil are irregular and range from 5 to 100 acres in size. The seasonal high water table is at a depth of 0 to 6 inches for 2 to 6 months of the year.

Smyrna fine sand (21) – This is a very deep, poorly drained soil which is present in nearly level flatwoods areas. They range from 4 to 400 acres. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 4 months during wet seasons and at 10 to 40 inches for more than 6 months.

Uderants, moderately wet (29) – This map unit consists of heterogeneous soil material that was removed from other soils and used in land-leveling operations as fill material. Uderants do not have an orderly sequence of soil layers. This soil makes up the areas which were excavated and filled during the construction of the city drainage system in the 1970's.

Pits (30) – This map unit consists of excavated areas from which soil and geologic material was removed for use mainly in road construction and as fill material.

Pomona fine sand (40) – This very deep, poorly drained, nearly level soil is in the broad flatwood areas. Individual areas are irregular in shape and range from 80 to 400 acres in size. The seasonal high water table is at a depth of 6 to 18 inches for 1 to 3 months and is at a depth of 10 to 40 inches for more than 6 months in most years.

4.0 WETLANDS AND SURFACE WATERS

4.1 Methods and Jurisdiction

The wetlands on the subject property fall under the regulatory jurisdiction of the Florida Department of Environmental Protection (federal 404), St. Johns River Water Management District (state) and the City of Palm Coast (local). The criteria used to determine the presence of the boundaries of wetlands and surface waters were in accordance with Chapter 62-340 F.A.C. Approximately 23.57 acres of wetlands, 20.18 acres of surface water ponds, and 0.84 acres of surface water ditches are located on the subject property. Please see the attached Wetland Map within Appendix I.

Multiple wetlands onsite could be considered isolated and therefore not jurisdictional to the State 404 Program. Due to the isolated nature of Wetlands 2-4, 8-12, and 14-16, it is not anticipated each will meet the requirements to be considered Waters of the United States (WotUS).

4.2 Wetland Quality, Impacts, and Mitigation

The wetlands onsite are of moderate quality. The City of Palm Coast will require a 25' average/15' minimum upland buffer due to the quality of wetland. The wetland onsite was assessed utilizing the City of Palm Coast Wetland Quality Assessment Methodology (WQAM). Please see Appendix II for the attached WQAM worksheets.

If wetland impacts are proposed the wetland mitigation could be completed through onsite wetland preservation/enhancement or wetland creation, or through the purchase of mitigation credits from the Fish Tail Swamp Wetland Mitigation Bank or the Brick Road Wetland Mitigation Bank. The project and the proposed mitigation are located within the Matanzas River and Pellicer Creek basin (Basin 9). Both mitigation banks listed above have available credits within the basin.

5.0 WILDLIFE OBSERVATIONS

Wildlife observations, both direct and indirect, were made throughout the course of the site investigation. A list of species observed is provided in the following table:

Table 5.1 Wildlife species observed on the Matanzas Woods Golf Course Property in Flagler County, Florida.

Taxon	Common Name	Scientific Name	Protected*
Birds	Black vulture	*Coragyps atratus*	No
	Carolina wren	*Thryothorus ludovicianus*	No
	Common grackle	*Quiscalus quiscula*	No
	Grey catbird	*Dumetella carolinensis*	No
	Northern mockingbird	*Mimus polyglottos*	No
	Great blue heron	*Ardea herodias*	No
	White ibis	*Eudocimus albus*	No
	Wood stork	*Mycteria americana*	Yes
	Tri-colored heron	*Egretta tricolor*	Yes
Mammals			
	Nine-banded armadillo	*Dasypus novemcinctus*	No
	Racoon	*Procyon lotor*	No
	Feral pig	*Sus scrofa*	No
	White-tailed deer	*Odocoileus virginianus*	No

6.0 PROTECTED SPECIES

Prior to visiting the site, a background literature search was conducted to compile a list of state and federally protected animal and plant species that could occur on the subject property. The three primary sources of literature reviewed include the Florida Fish and Wildlife Conservation Commission's (FWC) *Florida's Endangered Species, Threatened Species, And Species of Special Concern*, the United States Fish and Wildlife Service's (FWS) Threatened and Endangered Species System (TESS) database, and the Florida Department of Agriculture and Consumer Services (FDACS), Division of Plant Industry's (DPI) *Notes on Florida's Endangered and Threatened Plants*. During the site reconnaissance, observations or evidence of protected species and the likelihood of occurrence of each protected species were noted. Further review was completed following the habitat mapping and descriptions.

6.1 Protected Wildlife Species

The protected animal species with at least some likelihood of occurrence are listed in Table 6.1.1, below. The likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Table 6.1.1: Protected wildlife species with the potential to occur on the Matanzas Woods Golf Course Property in Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FWC	FWS/NMFS		
Alligator mississippiensis	American alligator		T(S/A)	Low	Various aquatic habitats
Dendroica kirtlandii	Kirtland's warbler	E	E	Low	Migrant, utilizing various terrestrial and palustrine habitats
Drymarchon corais couperi	Eastern indigo snake	T	T	Mod	Wide variety of habitats
Egretta caerulea	Little blue heron	T		High	Marshes, ponds, lakes, meadows, streams & mangroves
Egretta tricolor	Tri-colored heron	T		High	Marshes, ponds, lakes, meadows, streams & mangroves
Falco sparverius paulus	Southeastern American kestral	T		Mod	Wide variety of open habitats
Gopherus polyphemus	Gopher tortoise	T	CS	Mod	Sandhills, scrub, hammocks, dry prairies, flatwoods, & ruderal
Grus canadensis pratensis	Florida sandhill crane	T		Mod	Shallow wetlands, freshwater marshes and wet prairies
Haliaeetus	Southern bald		BGEPA	Mod	Coasts, rivers and large

leucocephalus	eagle				lakes in open areas
Mycteria americana	Wood stork	E	E	Obs	Marshes, swamps, streams and mangroves
Ursus americanus floridanus	Florida black bear			Mod	Variety of forested landscapes

Those species listed as having a moderate likelihood of occurrence or higher in Table 6.1 are listed as such due to presence of suitable habitat.

Long-legged waders have a high likelihood of occurrence onsite due to the marsh and surface water ponds found on the subject property. This includes the little blue heron (*Egretta caerulea*), snowy egret (*Egretta thula*), tricolored heron (*Egretta tricolor*), and white ibis (*Eudocimus albus*). It is anticipated these species utilize the wetlands onsite for foraging and roosting. No wading bird rookeries are known or were identified on or near the subject property. Any modifications to the existing surface water ponds would include creation of stormwater ponds. Therefore, this project is not likely to adversely affect any wading bird populations.

While no wood storks (*Mycteria americana*) were observed on the subject property, wood storks have been observed routinely throughout the area. No nesting rookeries were observed. The project site is not located within a Core Foraging Area (CFA) for wood storks. Therefore, this project is not likely to adversely affect the wood stork population.

Florida sandhill cranes (*Grus canadensis pratensis*) are routinely observed in the area. No sandhill cranes were observed on the subject property during the onsite surveys. The marsh wetland and littoral zones of the surface water ponds onsite are considered potential for nesting. No nests or signs of nesting activity were identified. Prior to construction of the site a Florida sandhill crane nest survey should be completed to determine if any nesting pairs are utilizing the site.

The FWC's Eagle Nest Locator website was queried for data regarding documented southern bald eagle (*Haliaeetus l. leucocephalus*) nests in the project vicinity. The southern bald eagle is protected under the Bald and Golden Eagle Protection Act (BGEPA). Development guidelines are required for any proposed projects with 330 feet for urban areas and 660 feet for non-urban areas. No active bald eagle nests are located within 2 miles of the project area. No bald eagle nests were observed on the subject property or adjacent to its boundaries. Therefore, this project is not likely to adversely affect the southern bald eagle.

The southeastern American kestrel (Falco sparverius paulus) is listed as a Species of Special Concern by the FWC. The subject property provides habitat which could be conducive to utilization and nesting by the southeastern American kestrel. It is recommended that southeastern American kestrel surveys be completed prior to

development of the site. The surveys should be conducted in accordance with guidelines set forth within the publication *Ecology and Habitat Protection Needs of the southeastern American kestrel* (Falco sparverius paulus) *on large-scale development sites in Florida*.

A preliminary gopher tortoise (*Gopherus polyphemus*) burrow survey was conducted on the subject property. The gopher tortoise survey was conducted in accordance with the techniques outlined in the publication*, Ecology and Habitat Protection Needs of Gopher Tortoise (*Gopherus polyphemus*) Populations Found on Lands Slated for Development in Florida*. The gopher tortoise, listed as Threatened by the FWC, is a key component in the determination of habitat suitability for other protected species because of the large number of other animals that will use tortoise burrows for one or more of their life requisites. No potentially occupied gopher tortoise burrows were identified. Prior to construction an updated 100% gopher tortoise survey should be completed.

The eastern indigo snake (*Drymarchon corais couperi*), has a moderate likelihood to occur on the subject property due to the habitats identified. The species is a gopher tortoise commensal species due to its association and utilization of gopher tortoise burrows for their life requisites. Prior to construction a 100% gopher tortoise survey will be completed.

The American alligator (Alligator mississippiensis) is listed as Threatened by the FWS. Best Management Practices (BMP's) should be followed in the case of any individual American alligator entering the project area during construction will be provided ample space to allow the animal to exit the construction zone. Through this management technique, the project is not likely to adversely affect the American alligator.

Florida black bear (Ursus americanus floridanus) have been observed in the vicinity of the subject property along US Highway 1. No signs of Florida black bears were identified on the subject property. Any proposed project for development should adhere to the Florida Bear Smart Communities program. If the development criteria are adhered to then the project is not anticipated to adversely affect the Florida black bear.

No other protected species are anticipated to utilize the subject property.

6.2 Protected Plant Species

The protected plant species with some potential to occur on the subject property are listed in Table 6.2.1, below.

Table 6.2.1: Protected plant species with the potential to occur on the Matanzas Woods Golf Course property, in Palm Coast, Flagler County, Florida.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
		FDACS	FWS		
Asclepias viridula	Southern milkweed	T		Low	Pine flatwoods at wetland margins

Calopogon barbatus	Bearded grass pink	T	Low	Wet pine flatwoods, bogs
Calopogon multiflorus	Many-flowered grass pink	E	Low	Pine flatwoods, esp. recently burned
Encyclia tampensis	Butterfly orchid	CE	Low	Mangrove, cypress and hardwood swamps; hammocks
Epidendrum conopseum	Greenfly orchid	CE	Low	Moist hammocks, cypress and hardwood swamps; epiphytic
Helianthus carnosus	Lakeside sunflower	E	Low	Wet flatwoods
Lilium catesbaei	Catesby's lily	T	Low	Moist pine flatwoods and savannahs
Lycopodiella cernua	Nodding clubmoss	CE	Low	Wet pinelands
Nemastylis floridana	Fall-flowering ixia; celestial lily	E	Low	Swamps, marshes and wet pine flatwoods
Osmunda cinnamomea	Cinnamon fern	CE	Obs	Wet woods and swamps
Osmunda regalis	Royal fern	CE	Obs	Wet woods and swamps
Platanthera blephariglottis	Large white fringed orchid	T	Low	Marshes, and wet, open, grassy areas
Platanthera flava	Southern tubercled orchid;gypsy-spikes	T	Low	Cypress and hardwood swamps
Platanthera nivea	Snowy orchid; bog torch	T	Low	Wet pine flatwoods
Pogonia ophioglossoides	Rose pogonia	T	Low	Marshes and wet, pine flatwoods
Sarracenia minor	Hooded pitcherplant	T	Low	Wet, open, acid pinelands and bogs
Spiranthes brevilabris var. floridana	Florida ladies' tresses	E	Low	Pine flatwoods
Spiranthes laciniata	Lace-lip ladies' tresses	T	Low	Marshes and cypress swamps
Spiranthes longilabris	Long-lip ladies' tresses	T	Low	Marshes and wet pine flatwoods
Spiranthes tuberosa	Little ladies' tresses; little pearl twist	T	Low	Pine flatwoods
Zephyranthes atamasca	Rain lily	T	Low	Wet pine flatwoods and meadows
Zephyranthes simpsonii	Simpson's zephyr lily	T	Low	Wet pine flatwoods and meadows

E= Endangered; T= Threatened; CE= Commercially Exploited

No federally protected plant species are expected to occur on the subject property.

7.0 CULTURAL RESOURCES

A preliminary review of the Florida Master Site File (FMSF) was completed through the Division of Historical Resources (DHR) and the State Historic Preservation Officer (SHPO) for the subject property. One known archaeological resource and one resource group were adjacent to the subject property. US Highway 1 (FL00291) is listed as a linear resource by DHR. No significant impacts to US Highway 1 are anticipated. Davis' Store (FL00248) is listed as an archaeological resource. This resource was identified as part of the Palm Coast Park DRI. The resource is no longer in existence and is not eligible for further evaluation. Please see Appendix III for correspondence from the Florida Master Site File. The project is not anticipated to affect any cultural resources.

8.0 SUMMARY

The Matanzas Woods Golf Course property is located within the City of Palm Coast, Flagler County, Florida. The subject property consists disturbed upland, wetland, and surface water habitats. The property is approximately 275.96 acres in total size.

Multiple wetlands totalling approximately 1.86 acres and surface waters totaling approximately 23.57 acres were delineated on the subject property. In addition to the wetlands, approximately 20.18 acres of surface water ponds, and 0.84 acres of surface water ditches are located on the subject property. The wetlands on the subject property are all considered moderate quality and would therefore require a 25' average/15' minimum upland buffer by the City of Palm Coast. If wetland impacts are proposed the wetland mitigation could be completed through onsite wetland preservation/enhancement or wetland creation, or through the purchase of mitigation credits from the Fish Tail Swamp Wetland Mitigation Bank or the Brick Road Wetland Mitigation Bank.

The subject property provides potential habitat for a multitude of protected wildlife species. Further specific species surveys are recommended prior to construction of the project. Specific surveys for the gopher tortoise, Florida sandhill crane, and southeastern American kestrel should be completed.

No federally protected flora species are anticipated on the subject property.

No known cultural resources are anticipated on or adjacent to the subject property. Therefore, no impacts to cultural resources is anticipated due to development of the property.

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APPENDIX I

FIGURES

Image Source: ESRI 2018
Date: 3-27-19

0 1,500 3,000 Feet

Location Map
Matanzas Woods Golf Course
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\aerial.mxd

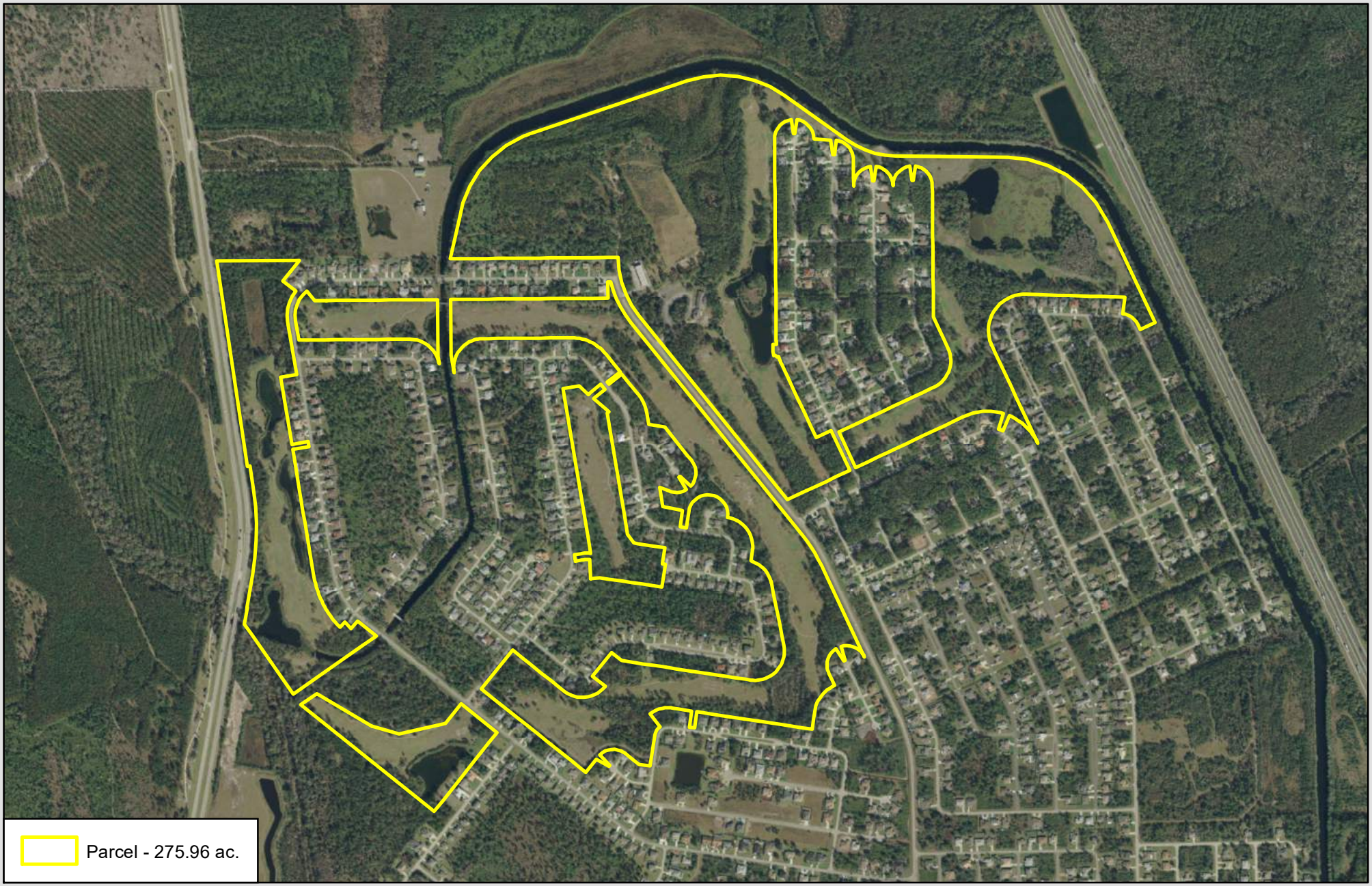

Image Source: ESRI 2017
Date: 3-23-19

0 500 1,000 Feet

N

Aerial Map
Matanzas Woods Golf Course
Flagler County, Florida

ATLANTIC ECOLOGICAL SERVICES
WWW.ATLANTICECO.COM
904-347-9133 | jody@atlanticeco.com
201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\topo.mxd

Image Source: ESRI 2017
Date: 3-27-19

0 500 1,000 Feet

N

Topographic Map
Matanzas Woods Golf Course
Flagler County, Florida

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201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\soil.mxd

Image Source: ESRI 2017
Date: 3-23-19

0 500 1,000 Feet

N

Soil Map
Matanzas Woods Golf Course
Flagler County, Florida

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201 Basque Rd | St. Augustine, FL 32080

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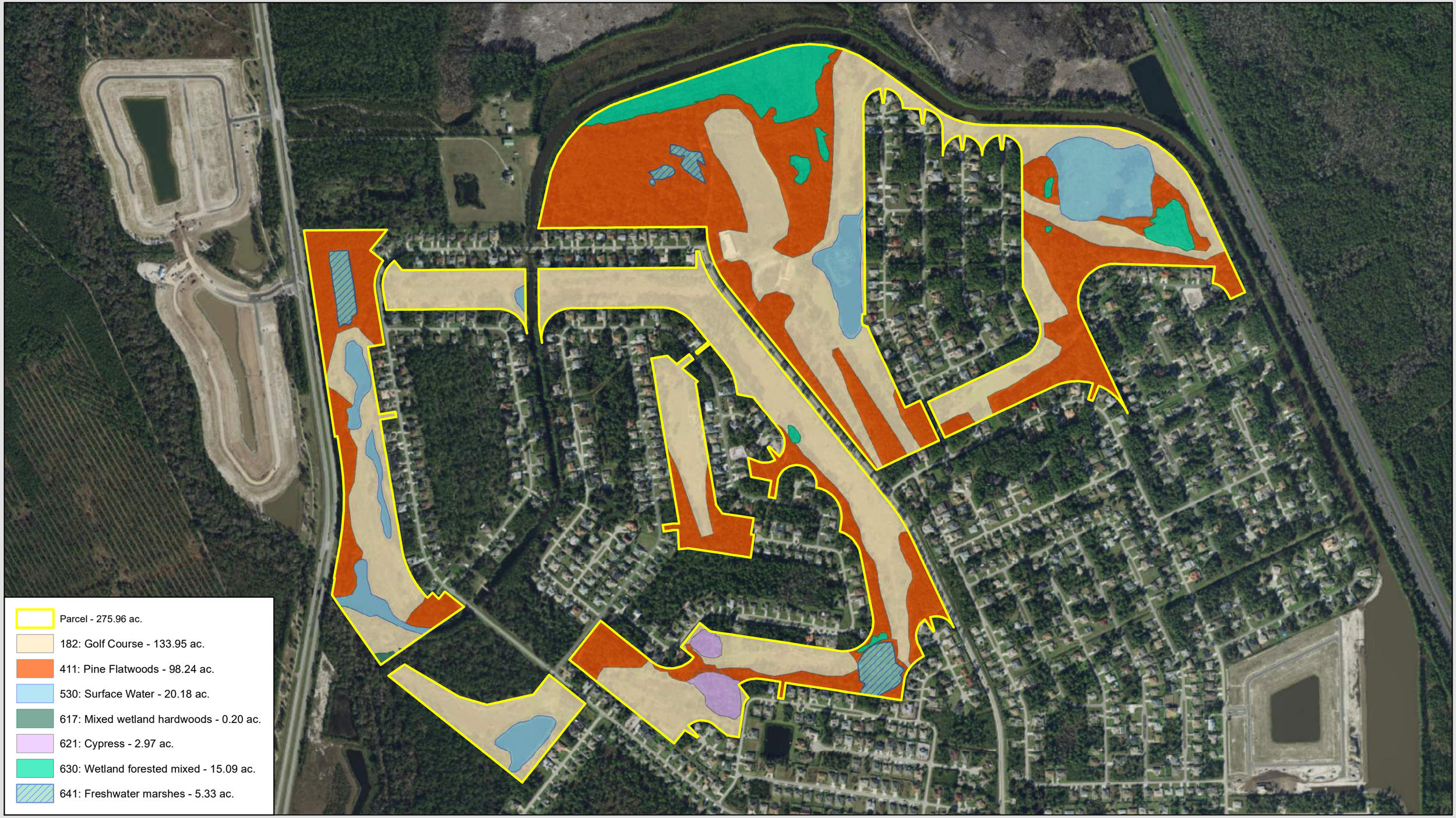

Image Source: ESRI 2019
Date:4-19-21

0 350 700 Feet

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Habitat Map
Matanzas Woods Golf Course
Flagler County, Florida

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201 Basque Rd | St. Augustine, FL 32080

Document Path: C:\Users\Owner\Desktop\GIS\Matanzas-Woods-Golf\MXD\Wet-SW-Iso.mxd

Image Source: ESRI 2017
Date: 8-12-19

0 350 700 Feet

N

Wetland and Surface Water Map
Matanzas Woods Golf Course
Flagler County, Florida

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APPENDIX II

HABITAT ASSESSMENTS

PART I – Qualitative Description
Wetland Quality Assessment Method

Site/Project Name	Application Number	Assessment Area Name or Number
Matanzas Woods Golf Course		

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
617,630, 641			26.20 acre

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
9 - Matanzas & Pellicer Creek		

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The site is bound by development and roads

Assessment area description

The wetlands onsite have been impacted by the past pine silviculture, surrounding develpment, and fire suppression.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
Roads and homes around the property	N/A

Functions	Mitigation for previous permit/other historic use
Provides cover, roosting, substrate, and/or refuge; food chain support; water quality improvements, flood water storage/attenuation.	N/A

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
Whitetail deer, bobcat, cottonmouth, Eastern diamondback rattlesnake, pigmy rattlesnake, wading birds, redshouldered hawk, vultures, various passerine birds,	Wading Birds - feeding & roosting ;

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
JS	3/25/2019

PART II – Quantification of Assessment Area
Wetland Quality Assessment Method

Site/Project Name	Application Number	Assessment Area Name - Review (Original)
Matanzas Golf Course		
Assessment Area Acreage	**Review (Original) Assessment conducted by:**	**Review (Original) Assessment dates:**
26.20 acre	JS	3/25/19

Scoring Guidance	Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

Location and Landscape Support Score: 6	Notes:	Adjacent Landscape Description Development and roads and past land uses and disturbance dramatically affect habitat and wildlife usage.
Water Environment Score: 6	Notes:	Soils Description not appropriate soil composition due to drainage and ditching found offsite Hydrology Description Hydrology has been affected by pine rowing, ditches, and development
Community structure 1. Vegetation and/or 2. Benthic Community Score: 6	Notes:	Vegetation & Wildlife Notations Heavy coverage of Chinese tallow. Fire suppresion has affected biodiversity and age composition. FLUCFCS** Code: 617, 621,630, 641

WQAM Score	Wetland Category Key - Application Package Requirements from Proposed Wetland Impacts		
Sum of above / 30	Minimal (0.00 - 0.40)	Moderate (0.41 - 0.70)	Optimal (0.71 - 1.0)
	Wetland Impact Analysis	Wetland Impact Analysis	Wetland Impact Analysis
	25' avg. 15' min. upland buffer	25' avg. 15' min. upland buffer	50' avg. 25' min. upland buffer
Score	Compensatory Mitigation	Compensatory Mitigation	Compensatory Mitigation
0.6	State and federal permits	State and federal permits	State and federal permits
		Avoidance and Minimization Analysis	Avoidance and Minimization Analysis
			No Net Loss' Analysis

APPENDIX III

CULTURAL RESOURCE ASSESSMENT

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

March 27, 2019

Jody Sisk
Atlantic Ecological Services
904-347-9133
jody@atlanticeco.com

Parcel ID 07-11-31-7037-ORPOA-0002

In response to your inquiry of March 27, 2019, the Florida Master Site File lists one archeological resource and one resource group recorded at the designated area in Flagler County, Florida

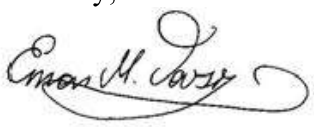
Sections 21, 22, 27, and 28, Township 10 S, Range 30 E

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

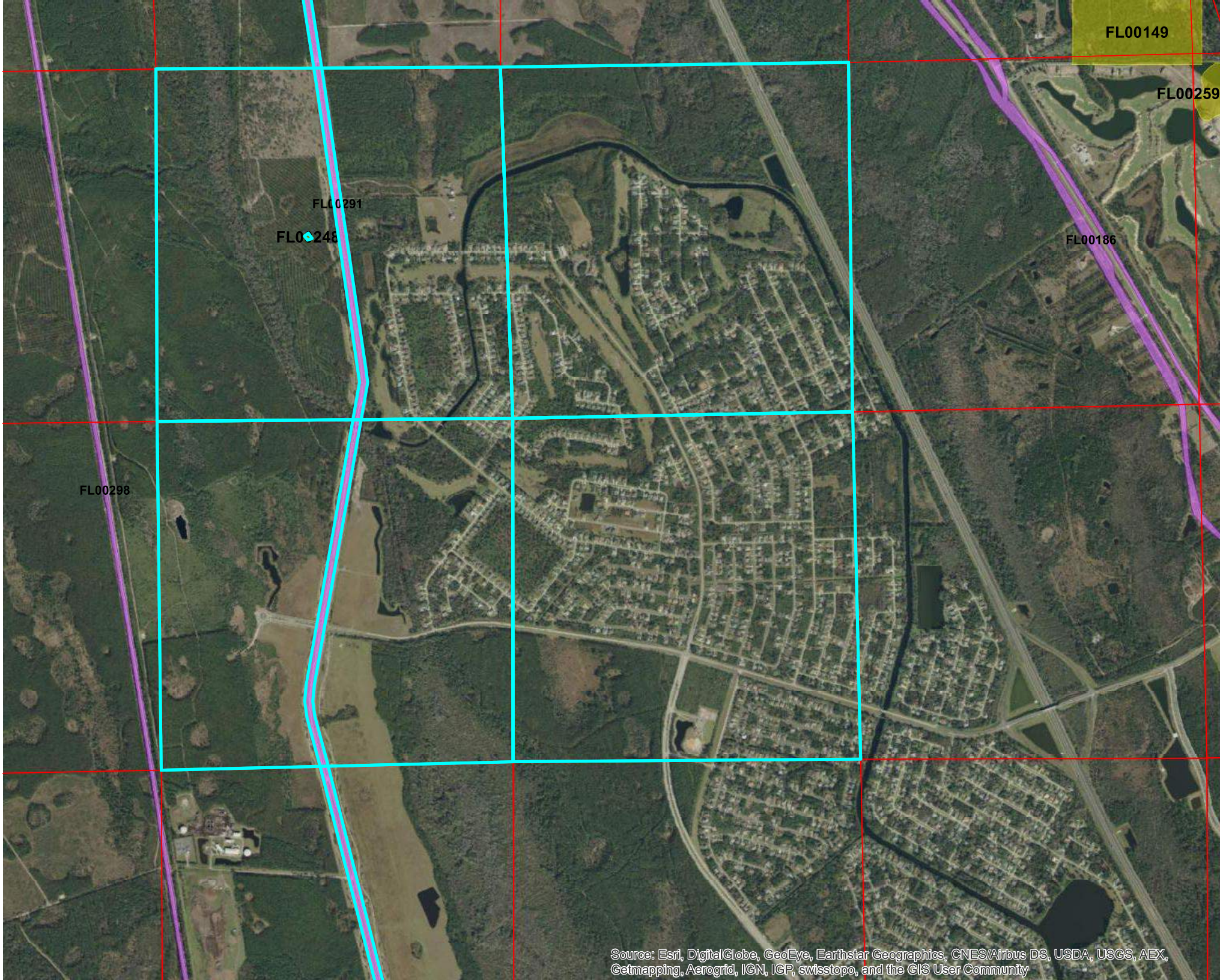


Eman M. Vovsi, Ph.D.
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

AR=1
SS=0
CM=0
RG=1
BR=0
Total=2

Cultural Resource Roster

SiteID	Type	Site Name	Address	Additional Info	SHPO Eval	NR Status
FL00248	AR	Davis' Station	Palm Coast		Not Eligible	
FL00291	RG	US-1	Palm Coast	Linear Resource	Not Eligible	


FL00149
FL00259
FL00291
FL00186
FL00298
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

P > 12/20/2004 SB
E

Page 1

☒ Original
☐ Update
(give site#)

ARCHAEOLOGICAL SITE FORM
FLORIDA MASTER SITE FILE
Version 2.2 3/97

Consult *Guide to Archaeological Site Form* for detailed instructions.

Site #8 FL248
Recorder Site# WPC Series
Field Date 00 / 00 / 03
Form Date 02 / 29 / 04

Site Name(s) Davis' Station
Project Name Cultural Resource Survey of West Palm Coast, Flagler
Multiple Listing (DHR only)
FMSF Survey # 16347

Ownership: ☒private-profit ☐private-nonprofit ☐private-individual ☐private-unspecif. ☐city ☐county ☐state ☐federal ☐foreign ☐Native American ☐unknown

USGS 7.5 Map Name & Date ~~Dinner Island NE~~ ESPANOLA
County Flagler

Township 10 Range 30 Section 21 ☐ Check if Irregular Section; Qtr. Section (check all that apply): ☐NE ☒NW ☐SE ☐SW

Landgrant
Tax Parcel # (s)

City / Town (if within 3 mi.) Palm Coast
In Current City Limits? ☐yes ☒no ☐unknown

UTM: Zone ☐16 ☐17 Easting 0 Northing 0

Address / Vicinity of / Route to U.S.1 bisects, adjacent to existing Palm Coast; proposed for annexation

Name of Public Tract (e.g., park)

SETTING *

☒ Land - *terrestrial*
☐ Cave/Sink - *subterranean*
- ☐ terrestrial
- ☐ aquatic
- ☐ intermittently flooded

☐ Wetland - *palustrine*
- ☐ usually flooded
- ☐ sometimes flooded
- ☐ usually dry

☐ Lake/Pond - *lacustrine*
☐ River/Stream/Creek - *riverine*
☐ Tidal - *estuarine*
☐ Saltwater - *marine*
- ☐ marine unspecified
- ☐ "high energy" marine
- ☐ "low energy" marine

☐ Other store/station

STRUCTURES - OR - FEATURES *

☐ aboriginal boat	☐ fort	☐ road segment
☐ agric/farm building	☐ midden	☐ shell midden
☐ burial mound	☐ mill unspecified	☐ shell mound
☒ building remains	☐ mission	☐ shipwreck
☐ cemetery/grave	☐ mound unspecified	☐ subsurface features
☐ dump/refuse	☐ plantation	☐ surface scatter
☐ earthworks	☐ platform mound	☐ well

FUNCTION *

☐ none specified
☐ campsite
☐ extractive site
☐ habitation (prehistoric)
☒ homestead (historic)
☐ farmstead
☐ village (prehistoric)
☐ town (historic)
☐ quarry

Aboriginal *

☐ Alachua	☐ Englewood	☐ Glades unspecif.	☐ St. Augustine	☐ Seminole: 2d War To 3d	
☐ Archaic, Early	☐ Fort Walton	☐ Hickory Pond	☐ St. Johns Ia	☐ Seminole: 3d War On	
☐ Archaic, Middle	☐ Glades Ia	☐ Leon-Jefferson	☐ St. Johns Ib	☐ Seminole unspecified	
☐ Archaic, Late	☐ Glades Ib	☐ Malabar I	☐ St. Johns I unspecified	☐ Swift Creek, Early	
☐ Archaic unspecified	☐ Glades I unspecif.	☐ Malabar II	☐ St. Johns IIa	☐ Swift Creek, Late	
☐ Belle Glade I	☐ Glades IIa	☐ Manasota	☐ St. Johns IIb	☐ Swift Creek, unspecified	
☐ Belle Glade II	☐ Glades IIb	☐ Mount Taylor	☐ St. Johns IIc	☐ Transitional	
☐ Belle Glade III	☐ Glades IIc	☐ Norwood	☐ St. Johns II unspecified	☐ Weeden Island I	
☐ Belle Glade IV	☐ Glades II unspecif.	☐ Orange	☐ St. Johns unspecified	☐ Weeden Island II	
☐ Belle Glade unspecif.	☐ Glades IIIa	☐ Paleoindian	☐ Santa Rosa	☐ Weeden Island unspecif.	
☐ Cades Pond	☐ Glades IIIb	☐ Pensacola	☐ Santa Rosa-Swift Creek	☐ Prehistoric nonceramic	
☐ Deptford	☐ Glades IIIc	☐ Perico Island	☐ Seminole: Colonization	☐ Prehistoric ceramic	
	☐ Glades III unspecif.	☐ Safety Harbor	☐ Seminole: 1st War To 2d	☐ Prehistoric unspecified	

Nonaboriginal *

☐ First Spanish 1513-99
☐ First Spanish 1600-99
☐ First Spanish 1700-1763
☐ First Spanish unspecified
☐ British 1763-1783
☐ Second Spanish 1783-1821
☐ American Territorial 1821-45
☐ American Civil War 1861-65
☐ American 19th Century
☒ American 20th Century
☐ American unspecified
☐ African-American

☐ Other (Less common phases are not check-listed. For historic sites, also give specific dates if known.)
1940s - 1960s roadside store/station/residence

* Consult *Guide to Archaeological Site Form* for preferred descriptions not listed above (data are "coded fields" at the Site File).

Potentially eligible for a local register? ☐yes: name register at right ☒no ☐insufficient info
Individually eligible for National Register? ☐yes ☒no ☐insufficient info
Potential contributor to NR district? ☐yes ☒no ☐insufficient info
Name of local register if eligible:

Explanation of Evaluation (Required if evaluated; limit to 3 lines; attach full justification)
Station demolished

Recommendations for Owner or SHPO Action documentation only

DHR USE ONLY OFFICIAL EVALUATIONS DHR USE ONLY

NR DATE __/__/__
DELIST DATE __/__/__

KEEPER-NR ELIGIBILITY: ☐yes ☐no
SHPO-NR ELIGIBILITY: ☐yes ☑no ☐potentially elig. ☐insufficient info. Date 12/6/04
LOCAL DESIGNATION: Date __/__/__
Local office

National Register Criteria for Evaluation ☐a ☐b ☐c ☐d (See National Register Bulletin 15, p. 2)

ARCHAEOLOGICAL SITE FORM

Site #8 FL248

Consult *Guide to Archaeological Site Form* for detailed instructions.

SITE DETECTION*

- ☐ no field check
- ☒ literature search
- ☒ informant report
- ☒ remote sensing
- ☒ exposed ground
- ☐ posthole digger
- ☐ auger--size:___
- ☒ unscreened shovel
- ☒ screened shovel
- _____
- _____
- _____

SITE BOUNDARIES*

- ☐ bounds unknown
- ☐ none by recorder
- ☒ literature search
- ☒ informant report
- ☐ remote sensing
- ☒ insp exposed ground
- ☐ posthole tests
- ☐ auger--size:_____
- ☒ unscreened shovel
- ☒ screened shovel
- ☐ block excavations
- ☐ estimate or guess

Other methods; number, size, depth, pattern of units; screen size (attach site plan) Surface observations and documentation of building debris

Extent Size (m^2) 50 Depth/stratigraphy of cultural deposit _____

Temporal Interpretation* - Components (check one): ☒ single ☐ prob single ☐ prob multiple ☐ multiple ☐ uncertain ☐ unknown

Describe each occupation in plan (refer to attached large scale map) and stratigraphically. Discuss temporal and functional interpretations: 1940s - 1960s store/station

Integrity Overall disturbance*: ☐ none seen ☐ minor ☐ substantial ☐ major ☐ redeposited ☒ destroyed-**documentl** ☐ unknown

Disturbances/threats/protective measures site destroyed

Surface: area collected none m^2 # collection units _____ ; Excavation: # noncontiguous blocks _____

Total Artifacts #_____(C)ount or (E)stimate? Surface #_____(C) or (E) Subsurface #_____ (C) or (E)

COLLECTION SELECTIVITY*

- ☐ unknown
- ☐ unselective (all artifacts)
- ☒ selective (some artifacts)
- ☐ mixed selectivity

SPATIAL CONTROL*

- ☐ uncollected
- ☐ general (not by subarea)
- ☐ unknown
- ☐ controlled (by subarea)
- ☐ variable spatial control
- ☐ Other_____

ARTIFACT CATEGORIES* and DISPOSITIONS* (*example:* A bone-human)

Pick exactly one *code* from Disposition List ⇨ ⇨ ⇨ ⇨

___	bone-animal	___	exotic-nonlocal
___	bone-human	___	glass
___	bone-unspecified	___	lithics-aboriginal
___	bone-worked	X	metal-nonprecious
X	brick/building debris	___	metal-precious/coin
___	ceramic-aboriginal	___	shell-unworked
___	ceramic-nonaboriginal	___	shell-worked
___	daub	___	Others: _____

Disposition List*

- A - category always collected
- S - some items in category collected
- O - observed first hand, but not collected
- R - collected and subsequently left at site
- I - informant reported category present
- U - unknown

Artifact Comments building debris

DIAGNOSTICS (Type or mode, and frequency: e.g., *Suwanee ppk, heat-treated chert, Deptford Check-stamped, ironstone/whiteware*)

1. _____	N=___	5. _____	N=___	9. _____	N=___
2. _____	N=___	6. _____	N=___	10. _____	N=___
3. _____	N=___	7. _____	N=___	11. _____	N=___
4. _____	N=___	8. _____	N=___	12. _____	N=___

Nearest fresh water type* & name (incl. relict source) Hulett Branch Distance (m)/bearing 500 meters

Natural community (FNAI category* or leave blank) upland pine forest

Local vegetation pine forest

Topography* sand ridge Min Elevation____meters Max Elevation____meters

Present land use agricultural/planted pine

SCS soil series _____ Soil association _____

Informant(s): Name/Address/Phone/Email Dana Ste.Claire, Heritage Services, heritagesrvcs@aol.com

Describe field & analysis notes, artifacts, photos. For each, give type*(e.g., notes), curating organization*, accession #s, and short description.

Heritage Services, Inc. records; report on file with DHR

Manuscripts or Publications on the site (Use continuation sheet, give FMSF# if relevant) Cultural Resource Assessment Survey of the West Palm Coast Development, Flagler County, Florida; Ste.Claire, Dana 2004

Recorder(s): Name/Addr./Phone/Email Dana Ste.Claire, Heritage Services, Inc.; heritagesrvcs@aol.com

Affiliation* or FAS Chapter Heritage Services, Inc.

* Consult *Guide to Archaeological Site Form* for preferred descriptions not listed above (data are "coded fields" at the Site File).

SITE PLAN & USGS REQUIRED At 1"=300' (1:3600) or larger scale, show: site boundaries, scale, north arrow, datum, test/collection units, landmarks, mappers, date.

Hulett Branch Dump – 8FL246

This small, spatially isolated refuse dump site was discovered during a surface inspection of a sandy fire lane in western regions of the West Palm Coast properties (see Figure 5). It is located in the northwest quarter of the southwest quarter of Section 16, Township 10 South, Range 30 East. The site was evidenced by a scatter of characteristic late 19th century bottle fragments and a few metal pieces. The refuse pit has been thoroughly displaced by the fire land cut. Efforts to locate associated features or a possibly related homestead site through subsurface testing were unsuccessful. It is surmised that the site is completed destroyed. Thus, **it is concluded that 8FL246 is not eligible for inclusion on the National Register of Historic Places.**

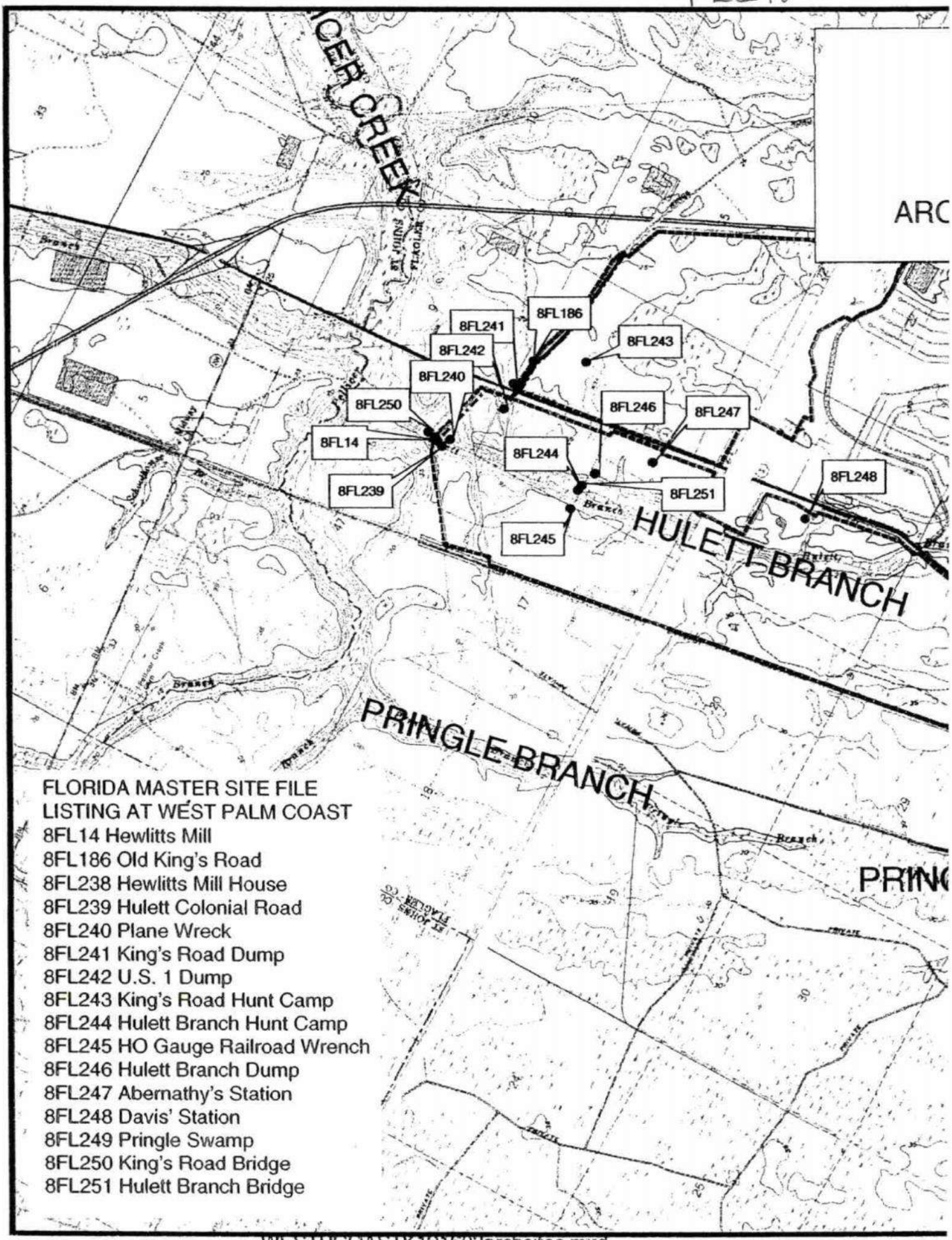
Abernathy's Station – 8FL247
Davis' Station – 8FL248

Interviews with two local residents provided information regarding two historic sites that were located on Parcel A of West Palm Coast properties. The locations of two filling stations/general stores were identified by Dupont (2003) for the west side of U.S. 1 (the northeast quarter of the southwest quarter of Section 16, Township 10 South, Range 30 East for Abernathy's Station and the center of Section 21, Township 10 South, Range 30 East for Davis' Station. Both Abernathy's and Davis' Stations were once essential businesses to service vehicular traffic prior to the construction of I-95. Dupont stated the Ralph Abernathy filling station was opened sometime in the 1930s. He thought the Davis filling station was later, in the early 1950s. The sites of these two businesses were identified by the field reconnaissance crew at the specific areas pinpointed by Dupont on topographic and aerial maps. Field inspections reveal the remnants of structures demolished in the past decade. Structural and archaeological integrity of both sites have been greatly compromised due to the destruction of the stations, thus **it is concluded that 8FL247 and 8FL248 are not eligible for inclusion on the National Register of Historic Places.**

Pringle Swamp – 8FL249

Only one prehistoric archaeological site (8FL249), a small ceramic scatter, was discovered during the subject survey. The site is located in the northwest quarter of the northwest quarter of Section 10, Township 11 South, Range 30 East (see Figure 5). The site was evidenced by two pottery sherds: a St. Johns Plain fragment and a St. Johns Check-Stamped fragment. Based on site density and diagnostic artifacts, it is surmised that the ceramics represent an isolated prehistoric hinterland activity, possible hunting, during the late St. Johns cultural periods (ca. post A.D. 800).

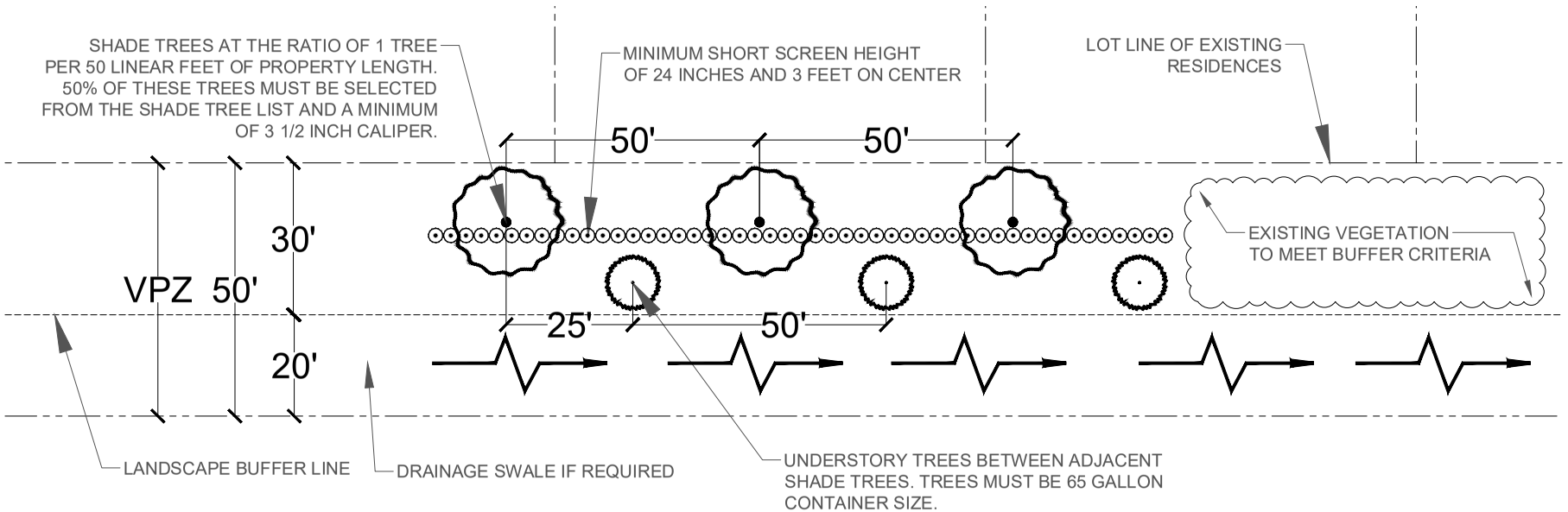
FL248



FLORIDA MASTER SITE FILE
LISTING AT WEST PALM COAST

8FL14 Hewlitts Mill
8FL186 Old King's Road
8FL238 Hewlitts Mill House
8FL239 Hulett Colonial Road
8FL240 Plane Wreck
8FL241 King's Road Dump
8FL242 U.S. 1 Dump
8FL243 King's Road Hunt Camp
8FL244 Hulett Branch Hunt Camp
8FL245 HO Gauge Railroad Wrench
8FL246 Hulett Branch Dump
8FL247 Abernathy's Station
8FL248 Davis' Station
8FL249 Pringle Swamp
8FL250 King's Road Bridge
8FL251 Hulett Branch Bridge

WESTPCOASTK121603archsites.mxd



TRACT 3 : 50FT VPZ ILLUSTRATION

DICKINSON CONSULTING, INC.
Landscape Architecture
Land Planning
Feasibility Studies

Robert E. Dickinson, RLA
25 Old Kings Road North, Suite 2B
Palm Coast, FL 32137
Phone (M): 386.931.2853
Phone (txt): 386.931.2853
Email: dickinson.consulting.inc@gmail.com

PROPOSED LAND USE
TRACT 3 AND TRACT 4 VPZ

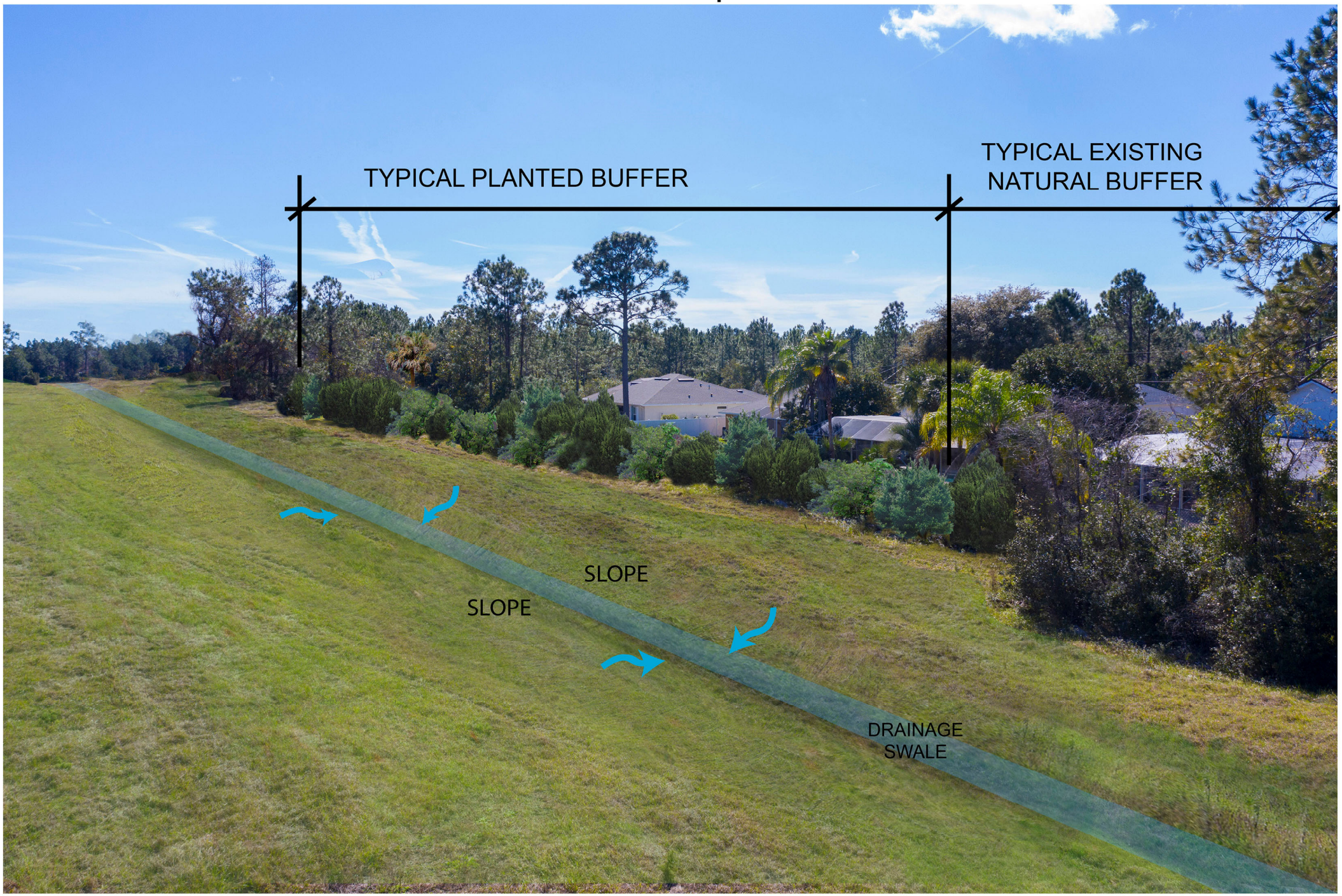
PALM COAST
FLORIDA

SCALE: AS SHOWN
DATE 6-13-24
DRAWN jw&DCI

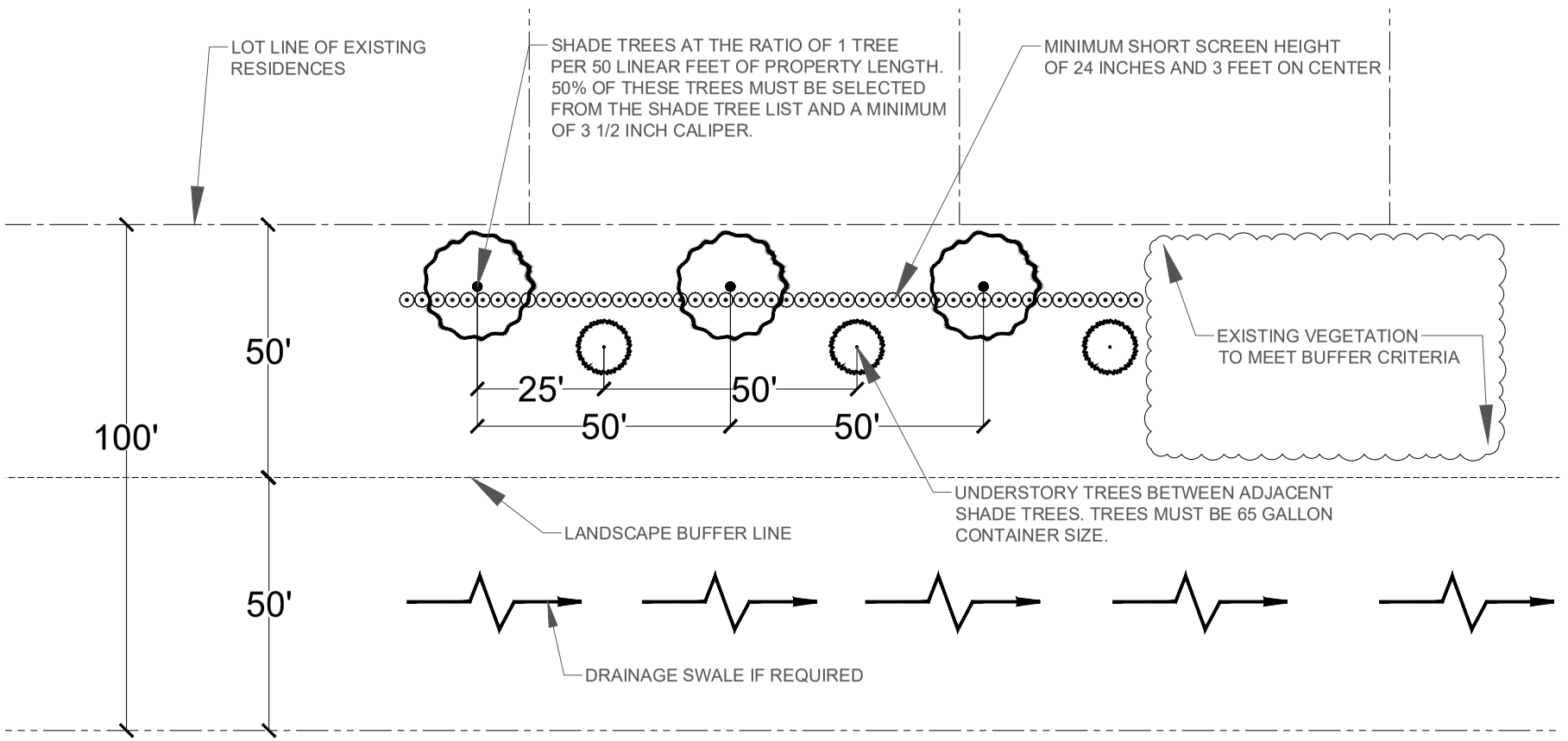
REVISIONS X
X

VPZ

Tract 3 50FT VP2 Illustration
See Landscape Plan



Not To Scale



TRACT 9 : 100FT VPZ ILLUSTRATION

DICKINSON CONSULTING, INC.
Landscape Architecture
Land Planning
Feasibility Studies

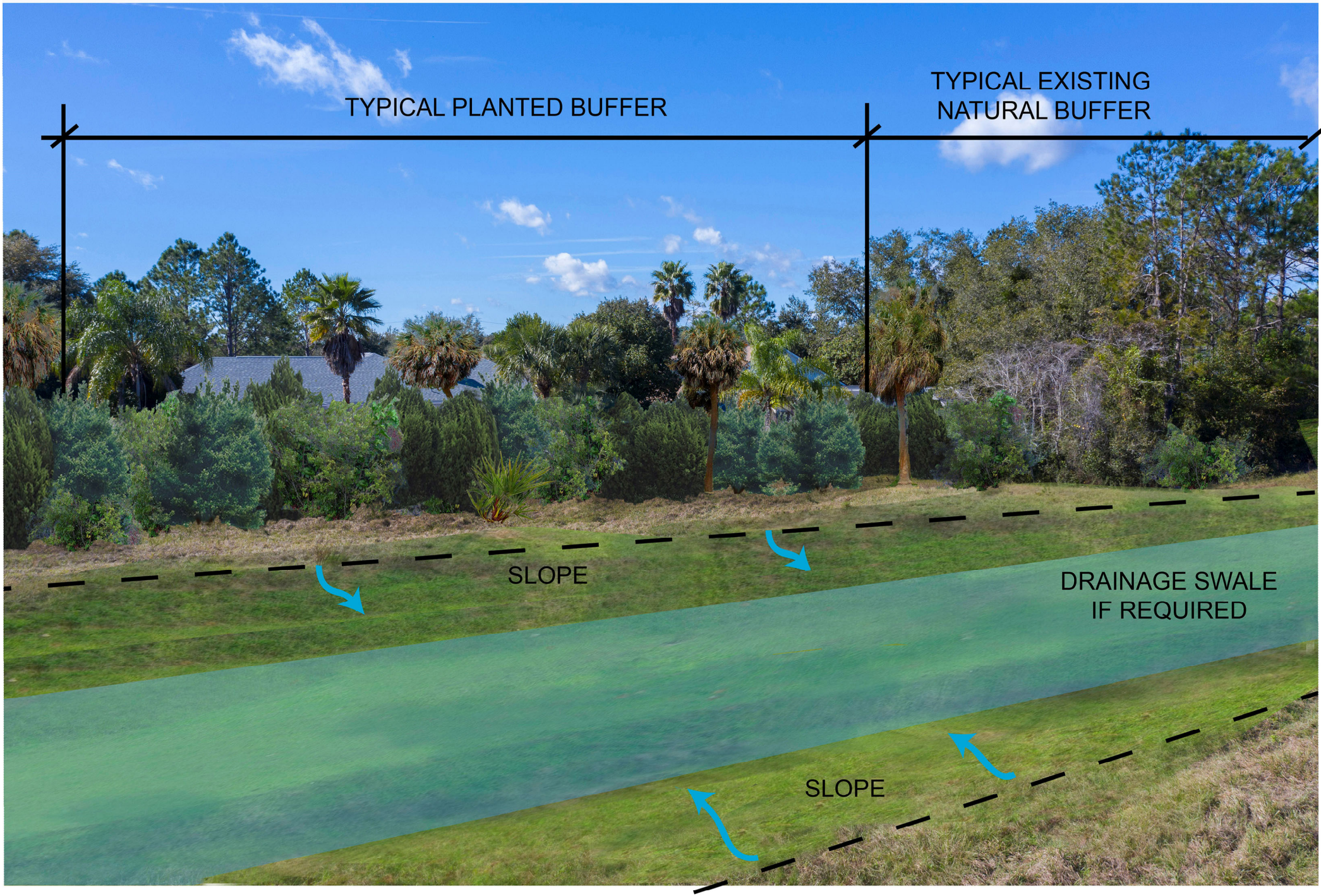
Robert E. Dickinson, RLA
25 Old Kings Road North, Suite 2B
Palm Coast, FL 32137
Phone (M): 386.931.2853
Phone (txt): 386.931.2853
Email: dickinson.consulting.inc@gmail.com

PROPOSED LAND USE
TRACT 9 VPZ PROPOSAL
PALM COAST
FLORIDA

SCALE: AS SHOWN
DATE: 5-28-24
DRAWN: jwk/DCI
REVISIONS X
X

VPZ

Tract 9 100 FT VP2 Illustration
See Landscape Plan



Not To Scale

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Meredith Wearsch
Mark Hall
Eric R. Sloan, *of-counsel*

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

CHIUMENTO LAW

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

April 2, 2026

RE: Lakeview Estates
Matanzas GC Palm Coast, LLC
Parcel Identification Number: 07-11-31-7037-0RP0A-0002
07-11-31-7037-0RP0A-0011
07-11-31-7037-0RP0A-0140

To Whom It May Concern:

Matanzas GC Palm Coast, LLC, a Florida limited liability company is the owner of approximately 182 acres located in the L Section of Palm Coast (formerly known as the Matanzas Golf Course) and as further demonstrated on the attached map identified on **Exhibit "A".**

Currently, the owner has an application into the City of Palm Coast for the First Amendment to the Master Planned Development Agreement. The intent of the application to amend is to allow for development on Tract 3 and amend the allowed uses on Tract 8 along U.S. Highway 1. This Amendment will also incorporate the dedication by the developer to the City of a park. This request is consistent with the City's comprehensive plan and land development regulations.

As required by City Code, we will be having a neighborhood meeting on **Tuesday, April 14, 2026 at 6:00 p.m. at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137** (see attached **Exhibit "B"** with directions on how to enter the school) to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT A

MATANZAS WOODS
DEVELOPMENT TRACTS

EXHIBIT "B"

Enter at northern gate of Indian Trails and park in the Sigma Parking lot.

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
Kareen Movsesyan
Sydney N. Stoneburner
Eric R. Sloan
Thomas R. Pycraft *
Christy Earls
Paul H. Threatt

145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

57 W. Granada Blvd.
Ormond Beach, FL 32174

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

April 30, 2026

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Via E-Mail Only

RE: Lakeview Estates
Matanzas GC Palm Coast, LLC
Parcel Identification Number: 07-11-31-7037-0RP0A-0002
07-11-31-7037-0RP0A-0011
07-11-31-7037-0RP0A-0140

Dear Sir or Madam:

On Tuesday, April 14, 2026 the Applicant, Matanzas GC Palm Coast, LLC conducted a neighborhood information meeting held at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137. As noted by the attached sign-in sheet, more than fifty (50) people from the public attended. Present at the meeting were myself, applicant representative and City Planner.

During the neighborhood meeting, the attendees asked several questions regarding the aforementioned application. Below is a reproduction of those questions/concerns and the Applicant's response in *italics* directly beneath the question.

- **Will this project increase density beyond what is currently allowed or expected?**

The rezoning request is being evaluated in accordance with the City's Comprehensive Plan and Land Development Code. Any proposed density will remain within the parameters established or approved through the rezoning process and will not exceed what is ultimately authorized by the City.

- **How will existing viewshed protections be preserved or modified?**

Site design will take into account applicable buffering, setbacks, and landscaping requirements to help preserve visual character. Any modifications to existing viewshed conditions would be subject

to City review and compliance with adopted standards.

- **Are any structures or improvements planned directly adjacent to or behind my property?**

Specific site layout details are still being refined. Future development plans will comply with all required setbacks, buffering, and compatibility standards to ensure appropriate transitions between uses.

- **Which parcels or tracts are proposed for development, and what are their current designations?**

The rezoning application identifies the subject parcels under consideration. All current and proposed land use and zoning designations are documented in the application materials submitted to the City for review.

- **Will you commit to continued investigation and remediation of any arsenic or environmental contamination issues?**

Any environmental concerns will be addressed in accordance with applicable state and federal regulations. Appropriate assessments and, if necessary, remediation efforts will be conducted to ensure the property meets required safety standards.

- **Do you intend to convey any remaining portions of the property to the City of Palm Coast?**

There are no commitments at this time regarding conveyance of additional property. Any such action would be coordinated with the appropriate governing agencies if it becomes relevant.

- **Will any undeveloped portions of the property be placed into a permanent conservation easement?**

The potential for conservation areas or easements will be evaluated as part of the overall development planning process and in coordination with City requirements and environmental considerations.

- **How will utilities (water, sewer, stormwater, electric) be extended and managed for this development?**

Utility infrastructure will be designed and constructed in coordination with the City and relevant service providers. All systems will meet applicable capacity, design, and regulatory requirements.

- **What analysis has been performed regarding potential impacts on surrounding property values?**

Property value impacts are influenced by a variety of market factors. The project will be designed to meet City standards and compatibility requirements, which are intended to support orderly and beneficial development.

- **Do you dispute or acknowledge concerns that the project may negatively affect nearby property values?**

We understand that property value concerns are important to residents. While outcomes can vary, the project will adhere to City regulations and design standards intended to promote compatibility and protect community character.

- **Will there be new or modified access points to U.S. Highway 1, and how will traffic be managed?**

Access and traffic circulation will be evaluated through required traffic studies and coordinated with the appropriate transportation agencies. Any improvements or modifications will be subject to agency approval.

- **What measures will be implemented to address flooding or stormwater impacts in the area?**

Stormwater management systems will be designed in accordance with local and state regulations

to ensure proper drainage, retention, and water quality treatment, minimizing impacts to surrounding properties.

- **How will local wildlife and habitat displacement be addressed?**

Environmental features and habitat considerations will be evaluated during the planning process. Development will comply with applicable environmental regulations and incorporate mitigation measures where required.

- **What provisions are being made for school transportation and student safety?**

The project will coordinate with the local school district regarding transportation needs. Roadway and pedestrian infrastructure will be designed to meet safety standards applicable to school access.

- **How will anticipated population increases affect school capacity and overcrowding?**

School capacity is managed by the local school district. Any impacts will be addressed through the district's planning processes, and applicable impact fees or requirements will be met.

- **What impact will this project have on local taxes or assessments?**

The project is expected to contribute to the local tax base. Any applicable impact fees or assessments will be paid in accordance with City and County requirements.

- **What is the timeline for development of any proposed park or recreational facilities?**

If recreational amenities are included, their timing will be aligned with the overall development phasing plan and subject to City review and approval.

- **Who will be responsible for funding, constructing, and maintaining the park?**

Responsibility for funding, construction, and maintenance will be determined as part of the development approvals and may involve the developer, a homeowners' association, or other entities as approved by the City.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Lakeview Estates
Matanzas GC Palm Coast, LLC

NEIGHBORHOOD MEETING – TUESDAY April 14, 2026

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS
Angelo Crispin	49 Londonderry Dr.	347 239 9942	operatoracrise@yahoo.com
ALBA SCALISE	240 London Dr	845-702-8919	pescalise@Gmail.com.
Kenneth Lenning	232 London Dr		Kenii01.04@yahoo.com
Michele Lenning	232 London Dr.		mlpteach4@yahoo.com
John Furlong	35 London Dr.		John8of9@aol.com
Diane Furlong	35 London Dr.		dcat56@gmail.com
LUZ CURRAS	205 London DR.	917-744-3741	LUZCURRAS@Gmail.com
Karla Lehmann	32 Leidel Dr		Karcar14@hotmail.com
Amy Beaver	73 LANCELOT DRIVE	386-302-7220	
Celeste J. Lyon	75 Lancelot Drive	832-439-0539	

Lorraine DeArmoft	130 Laramie Drive	410-322-3640	LABoushell@gmail.com
Michael DeArmoff	130 Laramie	443 466 3736	dearmoff7@yahoo.com
ALEX GREEN	60 LANCELOT DR.	610-637-9291	ALEXGREEN1GMAIL.COM
PETER/SANDY CAVALIERE	125 LARAMIE DR	(386) 453-4431	petercavaliere@bellsouth.net
Mary Thomas	119 London DR	(772) 240-8710	marytea57@gmail.com
Art White	119 London DR	(772) 678-2433	arw757@yahoo.com
Amy Jean Skidmore	56 Leidel Dr.	(608) 899-5982	amyjscanFL@gmail.com
Sandy Hitchens	62 Leidel Dr	843-492-1645	Sandy.hitchens@yahoo.com
Lorraine Call	53 Leidel Dr.	917-751-1622	CallML@outlook.com
Deborah O'Neal	132 London Dr.	386 302-2833	Oprime2do@gmail.com
Ginger Taylor	130 London DR.	215-802-2838	—
JAIRO CASTRO	1 LEIDEL DRIVE	917-678-4868	jairoski@gmail.com

Mark Kirkelie & Barbara	9 Lee Pl.	615-498-0622	mkirkelie@bellsouth.net
Jeffrey + Shandy Ward	45 Londonderry Dr	402-699-6160	jsward0708@gmail.com
[redacted]	[redacted]		[redacted]
RAYMOND SPIEWAK	70 LEE	(508) 330-8775	rjspiewak@gmail.com
Bill & Natalya Olivier	30 Leidel Dr	315-922-8635	tdub1963@yahoo.com
DIANA MINOTTI	207 LONDON	386.237.3233	dianadmfa@gmail.com
PERRY MINOTTO	207 London	386.237.2140	perrydmfa@gmail.com
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NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this _____day of May, 20 26 personally appeared Thomas Davidson who after providing personally Known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

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

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

OR

_____ **At least seven (7) days before the hearing date advertising the date, time, and location of the City Council hearing.**

Signature of Responsible Party

Thomas Davidson
Printed Name

145 City Pl. Ste 301, Palm Coast FL 32164
Mailing Address

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

SEAL

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

ORDINANCE NO. 2021-01
LAKEVIEW ESTATES MPD
DEVELOPMENT AGREEMENT
APPLICATION #4150

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR 280.6 +/- ACRES OF CERTAIN REAL PROPERTY PREVIOUSLY KNOWN AS THE MATANZAS GOLF COURSE AND GENERALLY LOCATED BETWEEN 0.5 TO 1.25 MILES NORTH OF MATANZAS WOODS PARKWAY, WEST OF I-95, AND EAST OF US HIGHWAY 1, AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT "A" FROM MASTER PLANNED DEVELOPMENT WITHOUT A DEVELOPMENT AGREEMENT TO LAKEVIEW ESTATES MASTER PLANNED DEVELOPMENT (MPD) WITH A DEVELOPMENT AGREEMENT AS PER SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; BY ALLOWING INSTITUTIONAL USES ALONG US HIGHWAY 1; CLUSTERED RESIDENTIAL USES AT AN OVERALL DENSITY OF UP TO ONE DWELLING UNIT PER ACRE WITH TOWNHOMES IN THE AREA LOCATED SOUTH OF LONDON DRIVE AND WEST OF LONDONDERRY DRIVE AND SINGLE-FAMILY HOMES OVER THE REMAINDER OF THE RESIDENTIALLY USED PROPERTY; AND ESTABLISHING VIEW PROTECTION ZONES AND WETLAND CONSERVATION AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Subject Property on the City's original zoning map in 1999/2000 had a Flagler County zoning designation of Urban Single-Family Residential (R-1B); and

WHEREAS, the Golf Course Community (GCC) Zoning District was created when the initial chapters of the Unified Land Development Code were adopted by Palm Coast through Ordinance 2005-33; and

WHEREAS, the Golf Course Community Zoning District was converted to the Master Planned Development (MPD) Zoning District by Palm Coast through Ordinance 2008-23; and

WHEREAS, the Subject Property ceased to operate as a golf course in or around 2007, and since that time, has not been used for any purpose other than vacant land; and

WHEREAS, the Subject Property has Future Land Use Map (FLUM) designations of Greenbelt and Conservation.

WHEREAS, Matanzas GC Palm Coast, LLC ("Owner") is the Owner of the 280.6 +/- acres of property further described in "Attachment A"("Subject Property") and has agreed to enter into the Lakeview Estates Master Plan Development Agreement, attached hereto as "Attachment B" ("Development Agreement"); and

WHEREAS, the Owner has requested to amend the Master Planned Development Zoning District by adding a Development Agreement in order to allow for 8.3 +/- acres of institutional uses along US Highway 1 and clustered homes at a density of up to one unit per acre on the balance of the land designated Greenbelt on the Future Land Use Map; and

WHEREAS, the Planning and Land Development Regulation Board ("PLDRB") and City Staff of the City of Palm Coast have recommended approval of this Ordinance and the Development Agreement, as modified by the PLDRB, and the PLDRB has found the requested changes and Development Agreement consistent with the City of Palm Coast Comprehensive Plan; and

WHEREAS, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the Planning and Land Development Regulation; and

WHEREAS, the City Council of the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment and Development Agreement set forth herein and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) which voted to recommend approval at its regularly scheduled meeting conducted on November 18, 2020, 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 proposed rezoning as set forth hereunder; and

WHEREAS, the Owner has fully complied with the requirements of City of Palm Coast Unified Land Development Code and the MPD Zoning District by agreeing to the MPD Development Agreement to permit the approved changes; 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. Legislative and Administrative Findings. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. MPD Rezoning. The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby rezones the Subject Property from Master Planned Development without a Development Agreement to Lakeview Estates Master Planned Development Agreement ("MPD") and enacts this Ordinance creating the Lakeview Estates MPD Development Agreement, attached hereto as "Attachment B," for the property generally located between 0.5 and 1.25 miles north of Matanzas Woods Parkway, west of Interstate 95 and east of US Highway 1, legally described in "Attachment A" attached hereto.

SECTION 3. 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 4. Conflicts. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

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

Approved on first reading this 5th day of January 2021.

Adopted on second reading after due public notice and hearing City of Palm Coast this 19th day of January 2021.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR.
CITY ATTORNEY

Attachments:
Attachment A – Legal Description
Attachment B – MPD Development Agreement
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ATTACHMENT "A"
LEGAL DESCRIPTION

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet;

thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of 90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South 09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows: From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00" West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of

16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a

central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North

87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows: A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, 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 NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-

OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

ATTACHMENT "B"
MPD DEVELOPMENT AGREEMENT

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Inst No: 2021009558 2/24/2021 9:47 AM
BK:2530 PG:1215 PAGES:51
RECORDED IN THE RECORDS OF
Tom Bexley Clerk of the Circuit Court & Comptroller
Flagler FL

Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant
145 City Place, Suite 301
Palm Coast, FL 32164

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

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

LAKEVIEW ESTATES

MASTER PLAN DEVELOPMENT AGREEMENT

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this 19th day of January, 2021, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and the owner of the subject property, **MATANZAS GC PALM COAST, LLC**, a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 200 Ocean Crest Drive, Unit 111, Palm Coast, Florida 32137.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 280.6 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit "A"** and incorporated herein ("Subject Property"); and

WHEREAS, the Subject Property ceased to operate as a golf course in or around 2007, and since said time, has not been used for any purpose other than vacant land; and

WHEREAS, the Subject Property has Future Land Use Map (FLUM) designations of Greenbelt and Conservation.

WHEREAS, the Owner requests approval for a Master Planned Development ("MPD") on the Subject Property, subject to the conditions set forth in this Development Agreement; and

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

WHEREAS, the City of Palm Coast Planning and Land Use Regulations Board (PLDRB) and the City of Palm Coast City Council ("City Council") find that this Development Agreement is consistent with the City's Comprehensive Plan (2035) (the "Comprehensive Plan") and Unified Land Development Code (LDC) and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

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

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the (PLDRB) and City Council. Furthermore, any

representations or promises made by the Owner 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, this is a non-statutory Development Agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes.

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Owner's application for a Master Planned Development is approved subject to the Development Agreement's following terms and conditions:

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

(b) The Owner represents and warrants to the City that it has the power and authority to enter into and consummate the terms and conditions of this Development Agreement; that all acts, approvals, procedures, and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, as the

case may be; that this Development Agreement and the proposed performance of this Development Agreement by the Owner is not an ultra vires act; and that, upon the execution of this Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors in interest.

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement. Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT

(a). The City Council at its business meeting of January 5, 2021, approved a Master Plan Development for the Subject Property subject to the terms and conditions of this Development Agreement.

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

(c). The current provisions of the LDC, as may be amended from time-to-time, shall be applicable to the Subject Property unless otherwise specifically stated herein.

Any City Code provision not specifically so identified will not be affected by the terms of this Development Agreement, and will be subject to enforcement and change under the same criteria as if no Development Agreement were in effect.

SECTION 4. PROJECT DESCRIPTION.

The Subject Property has two Comprehensive Plan FLUM designations, Greenbelt on approximately 276.3 +/- acres and Conservation on approximately 4.3 +/- acres. The current MPD zoning on the property will be maintained and this Development Agreement shall govern all development on the Subject Property as defined herein. Consistent with the Comprehensive Plan and the Greenbelt FLUM, residential units may be developed at one unit per acre. Institutional uses proposed on Greenbelt FLUM acreage shall be deducted from the one-unit per acre residential unit calculations. The Project proposes 8.3 +/- acres of Greenbelt FLUM for institutional uses within the Greenbelt FLUM. As a result, 268 residential units are permitted to be clustered within the remaining 268.0 +/- acres of Greenbelt FLUM. The Owner may develop a residential and institutional development as depicted on the Lakeview Estates Conceptual Master Plan, attached hereto as **Exhibit "B"** and as further defined herein ("Project"). **Exhibit "B-1"** through **Exhibit "B-8"** further define the project and illustrate allowable uses within each Tract. The uses on each Tract (shall be as follows which are consistent with the Conceptual Site Plan:

TRACT	USE	LDC Designation to be used for Development Standards purposes only
1	Uses on this tract will be single-family residential homes along with View Protection Zones (VPZ), wetland preservation, stormwater pond creation, and community amenities including exterior storage of	SFR-1

	boats and RVs exclusively for residents residing in the community that will be totally screened from view from off-site properties, Lakeview Boulevard and London Drive.	
2	Uses on this tract primarily consist of View Protection Zones, wetlands, natural buffers, and stormwater ponds. In addition, the property is limited to single family residential dwellings view protection zones, natural buffers, and stormwater ponds.	SFR-2 and P&G
3	This tract is designated as View Protection Zones and natural buffers.	P&G
4	Uses on this tract primarily consist of View Protection Zones/conservation, and wetlands. The property is limited to single family residential dwellings.	SFR-2 and P&G
5	This Tract is designated as a View Protection Zone/conservation.	P&G
6	This Tract is designated as a View Protection Zone	P&G
7	Uses on this tract primarily consist of View Protection Zone and an existing pond. The property is limited to single family residential dwellings.	SFR-2 and P&G
8	Use of this Tract is limited to townhouses, single-family, View Protection Zones, and existing pond. FLUM areas designated Conservation shall be field verified prior to development and the boundaries between the Greenbelt and Conservation areas shall be modified accordingly on the FLUM.	MFR-1[1], SFR-1and P&G
9	Use of this Tract will be limited to 8.3 acres of institutional uses meeting the PSP zoning standards except the maximum building height shall be 35 feet and there shall be a minimum View Protection Zone of 150 feet in width along its eastern property line where it abuts the rear of all existing platted residential lots. All remaining areas include View Protection Zones, new and existing ponds, and natural buffers.	PSP and P&G
10	Use of this Tract is limited to single family residential units with View Protection Zones.	SFR-2

[1] There is a height limitation of thirty-five (35) feet for townhouses, a minimum living area of 1,000 sq. ft. with at least a one-car garage per unit and a minimum setback of 150' from all existing single-family platted lots imposed on this use.

1. TRACT 1: Tract 1 shall be permitted to develop into a single family detached residential community consistent with the City's SFR-1 zoning district

standards. This community will contain its own private amenities which may include a club house, pools, activities room, exercise trails and self-storage of boats and recreational vehicles limited to residents use only. It shall have two (2) entrances onto Lakeview Drive. Stormwater ponds will be developed on site to contain all runoff as required by Federal, State and City rules. In the areas that abut existing residential platted lots, a View Protection Zone ("VPZ") will be required (See Section 10.7). Prior to application for Subdivision Master Plan or Site Plan Approval, an applicant shall ensure that the VPZ is designed in such a fashion that it maintains the Lot Owners' view of the Subject Property consistent with the City's Land Development Code (LDC). Also prior to the above-mentioned application, an applicant shall demonstrate that Tract 1 is or shall be free from environmental hazards and safe for human occupation as regulated by Federal, State and local law including, but not limited to, the Florida Department of Environmental Protection ("FDEP"). The existing golf course maintenance building may be utilized during construction of the residential community on Tract 1 but shall be removed prior to completion of the infrastructure for the residential community.

2. TRACT 2: Tract 2 shall be maintained as a VPZ except for the area depicted on Exhibit "B-2" Tract Plan for single family residential lots. The single family residential area shall be developed consistent with the SRF-2 zoning district standards. As a condition of approval of these lots, a VPZ shall be provided to specifically address the adjacent existing single-family platted lots.

3. TRACT 3: Tract 3 is designated as VPZ and natural buffers.

4. TRACT 4: Tract 4 shall be mostly preserved as a natural area through the use of VPZs and Conservation Easements over existing wetlands. The on-site wetlands are intended to be preserved and, if impacted, avoidance and minimization techniques will be required pursuant to Federal, State and local law. Consistent with Exhibit "B-4" Tract Plan, some single-family residential lots may be developed consistent with the SFR-2 zoning designation standards, however they will be required to provide a VPZ if behind existing platted residential lots.

5. TRACT 5: Tract 5 shall be a VPZ. No development shall be permitted on Tract 5.

6. TRACT 6: Tract 6 shall be a VPZ.

7. TRACT 7: Tract 7 shall be maintained as a VPZ except for the areas depicted on Exhibit "B-6" Tract Plan for single family residential lots. The single family residential areas shall be developed consistent with the SRF-2 zoning district and shall provide a VPZ behind existing platted residential lots.

8. TRACT 8: Tract 8 shall be permitted to be developed consistent with the development standard for the LDC zoning classification of MFR-1 but limited to townhouses. Single-family homes could also be developed using the SFR-1 standards. Notwithstanding said designation, no development on this tract shall exceed thirty-five (35) feet in height. All townhouse development on Tract 8 shall be set back a minimum of 150 feet from any existing single-family platted lot. The existing pond shall be preserved for the benefit of adjacent property owners. The area designated Conservation on the FLUM can be field verified by the Owner through all applicable governmental

agencies and areas designated as uplands may be reclassified to Greenbelt on the FLUM and then utilized for residential purposes.

9. TRACT 9: The easterly 150 feet of Tract 9 that is located behind existing residential platted lots located along the westerly side of London Drive shall be maintained as a VPZ to ensure protection of natural areas. Stormwater areas are also permitted on Tract 9. PSP (institutional) uses with a height limit of 35 feet will be permitted on 8.3 acres of the remaining area. Prior to making any application for development, the Owner shall prepare a conceptual site plan and hold a neighborhood meeting consistent with the requirements of the LDC. Any development application for Tract 9 shall require final action by the PLDRB.

10. Tract 10: Tract 10 shall be permitted to develop single family detached residential units consistent with the LDC SFR-2 zoning district standards. Additionally, a VPZ is required to be provided as shown on the Exhibit "B-8" Tract Plan.

11. In addition to the above, Tracts 1, 8 and 9 of the Project shall be integrated internally and externally by a series of pedestrian pathways and roadways and developed in conformance with the LDC and this Development Agreement.

12. All common areas, VPZ, stormwater ponds and natural areas shall be maintained by a POA or third party determined acceptable to the City.

SECTION 5. FUTURE LAND USE MAP (FLUM).

The future land use designation for the Subject Property is primarily Greenbelt. More specifically about 276.3 +/- acres are designated Greenbelt and the remaining 4.3 +/- acres are designated Conservation. Policy 1.1.1.2 of the Comprehensive Plan establishes the density and intensity for each land use category and zoning district. The density for

Greenbelt is one dwelling unit/acre. Density calculations are not permitted for Conservation areas or Greenbelt lands utilized for PSP (institutional) uses.

SECTION 6. APPROVAL OF CONCEPTUAL PLAN AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on January 19, 2021, adopted Ordinance 2021-_____for a Master Planned Development affecting the Subject Property subject to the terms and conditions of this Development Agreement.

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

(c) The provisions of the then current LDC shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Development Agreement and will be subject to enforcement as if no Development Agreement were in effect.

(d) The Conceptual Site Plan, Exhibit "B", generally depicts the layout of the Project and delineates the approximate property boundaries, streets, property lines, general location of lots and intended uses. Exhibits B-1 through B-8 depict the layout of the Project in more detail and where a conflict exists between Exhibit "B" and Exhibits B-1 through B-8, the more detailed Exhibits B-1 through B-8 shall govern.

SECTION 7. MODIFICATIONS TO THE CONCEPTUAL SITE PLAN.

Modifications to the exact location and number of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and

approved by the Land Use Administrator during review of construction documents, site plans, or Subdivision Master Plan for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Conceptual Site Plan as allowed by Code, and any construction documents, and Subdivision Master Plan for the Subject Property or portions thereof provided that: (1) The location of the VPZs are not reduced or relocated, (2) The maximum building height is not exceeded, (3) Property setbacks and landscape buffers are not modified, and (4) the approved plans maintain the development standards in this Development Agreement. In accordance with the Land Development Code, future neighborhood meetings may be required. Distance notification requirements will be from the applicable development tract consistent with the neighborhood meeting requirements.

SECTION 8. PERMITTED USES.

ALL USES ON THE PROPERTY SHALL BE CONSISTENT WITH THIS AGREEMENT AND SPECIFICALLY SECTION 4, ABOVE. NOTWITHSTANDING SUCH, THE OWNER AGREES TO FULLY COMPLY WITH THE FOLLOWING USE RESTRICTIONS ON THE SUBJECT PROPERTY. THE OWNER MUST DEVELOP THE SUBJECT PROPERTY CONSISTENT WITH THE CONCEPTUAL SITE PLAN, EXCEPT AS OTHERWISE PROVIDED IN SECTION 8 OF THIS DEVELOPMENT AGREEMENT.

8.1 USE RESTRICTIONS.

(a) Any use of any portion of the Subject Property not designated in Section 4 (inclusive of all exhibits included therein), on the Conceptual Site Plan shall be prohibited.

(b) Except as provided elsewhere in this Development Agreement, any modification to the Development Agreement that proposes a change of uses approved herein, increases the intensity or types of development, or removes, decreases or modifies the location of a VPZ shall require the approval of the City Council, following the review and recommendation of the PLDRB.

8.2 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND INTERCONNECTIVITY.

(a) The Conceptual Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within, and outside of, the Subject Property and with adjacent rights-of-ways. All uses shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access to all roadways to ensure that public safety is maintained.

(b) There shall be at a minimum two (2) methods of entrance and exit consistent with the City's Comprehensive Plan and LDC.

SECTION 9. LAND DEVELOPMENT CODE NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this Development Agreement and the LDC, the terms of this Development Agreement shall prevail except as it pertains to MPD regulations within the LDC. In the event of an inconsistency between the terms of this Development Agreement and the Conceptual Site Plan, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply but

only to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Site Plan.

SECTION 10. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) PRIVATE AND PUBLIC IMPROVEMENTS: The Owner, its successors, and assigns, agree to construct, at a minimum, the following on-site improvements, at their 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, unless otherwise provided for herein; parking areas; roads, utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping. In addition to the foregoing on-site improvements, the Owner must complete any required remediation of contamination in accordance with FDEP/State regulations and provide a performance bond to the City for the remediation work. Bonds for the work described herein shall be in a form acceptable by the City. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required

conditions are related in both nature and extent to the impacts of the proposed Project. Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide a system of sidewalks on the tracts with direct access from Lakeview Boulevard to ensure that pedestrians maintain easy and safe access to all uses as depicted on the Conceptual Site Plan. The Owner shall provide community sidewalks that are a minimum of five (5) feet wide on only one side of the internal roadway system on Tract 1 as may be required. Owner shall be obligated to provide sidewalks on the portion of the Tract 9 property that abuts US Highway 1. Owner shall not be obligated to provide sidewalks on the scattered single-family lots with direct access from Lee Drive, Leidel Drive, London Drive, Lake Success Drive, Lindsay Drive, or Lewis Drive.

(d) ACCESS: Ingress and egress needed for the Project shall be provided, constructed, and maintained by Owner, its successors, and assigns.

(f) MOWING: The Owner, or a POA, shall continue to pick up trash and mow the rights-of-way that are adjacent to the Subject Property along Lakeview Boulevard, Leaver Drive, London Drive, and Lake Success Drive.

SECTION 11. DEVELOPMENT STANDARDS.

11.1 PARKING: Parking requirements shall be consistent with the LDC.

11.2 OPEN SPACE: Minimum open space shall be forty percent (40%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be

limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a POA, or other method satisfactory to the Owner and the City.

11.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by the City. The City shall be the service provider for potable water and wastewater service for the Project. The City is under no obligation to accept the dedication of any facility.

11.4 TRANSPORTATION CONCURRENCY: Transportation concurrency shall be addressed during the Preliminary Plat or Technical Site Plan process.

11.5 STORMWATER AND DRAINAGE:

(a) The Owner, or a POA, shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project to the stormwater facility including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner's Stormwater System").

(b) The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary to serve the public utilities.

(c) The Owner shall construct a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District ("SJRWMD") and the City's LDC. Best Management Practices ("BMPs") shall be used during and after construction to minimize erosion and sedimentation and to properly

manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the FDEP and Florida Department of Transportation ("FDOT") design standards and details.

(d) Stormwater piping, swales, and ditches shall be designed to convey a ten (10)-year, twenty-four (24)-hour storm event. Stormwater detention facilities shall be designed to meet water quality and attenuation requirements by SJRWMD and the City's LDC.

(e) Existing drainage conveyance along the northern property line, as indicated on the Conceptual Site Plan, shall be maintained through the use of drainage swales and/or storm drainage piping.

11.6 LANDSCAPING: All landscaping and irrigation shall comply with the LDC.

11.7 VIEW PROTECTION ZONES (VPZ): The Conceptual Site Plan provides for areas designated as View Protection Zones which shall protect a property owner's view of the Subject Property pursuant to Section 3.03.04(J) of the LDC. VPZs shall be designed and approved by the City prior to any site plan, Subdivision Master Plan or plat approval. Prior to the approval of any residential or institutional designation on Tracts 1, 2, 8 or 9, the Owner shall utilize the following VPZ guidelines in order to minimize adverse impacts on any abutting single-family residentially zoned areas:

- Views of the Subject Property from the rear yards of all existing platted lots located within any residentially zoned districts directly abutting the Subject Property shall be maintained. Peripheral (i.e. side) views from these lots may

be impacted by new development and new development may be visible from existing development;

- Views of the Subject Property from existing platted lots located within any residentially zoned area located across a right-of-way or a water body from the site shall be maintained to the maximum extent practical; and
- A VPZ must be established in one of the following ways:

  1) The VPZ must be included in a subdivision plat of the Subject Property and designated as a natural buffer area, with the responsibility for maintenance on the Owner, POA or other entity determined acceptable to the City; or

  2) The Owner must record a conservation easement over the VPZ area.

- All VPZ areas must be maintained in a natural state. Vegetation removal and mowing is prohibited, except to the extent these activities are undertaken to remove fire or safety hazards. Should removal activities be required due to a hazard, documentation of the hazard must be provided to the City prior to any vegetation removal and the applicable City approvals/permits granted.

11.8 LIGHTING: All lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC.

11.9 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply

with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

11.10 UTILITIES: The Owner shall be responsible for any and all costs associated with the extension of existing City utilities to the Subject Property that may be required to serve this Project. All internal utility lines for the Project shall be placed underground.

11.11 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. Tract 1 shall provide two points of access onto Lakeview Boulevard.

11.12 RESOURCE PROTECTION:

(a) Except as depicted on the Conceptual Site Plan and in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC.

(b) Natural upland buffers may be required by Chapter 10 of the LDC.

11.13 WETLANDS: An Environmental Assessment for the Subject Property was performed. All wetlands identified on **Exhibit "B"** shall be conserved and shall not be impacted with exception to the wetlands located on the north side of Tract 1. Owner and City shall, in good faith, determine if it is feasible, reasonable, and necessary for the health, safety, and welfare of the public to impact the wetlands to the north of Tract 1 to expand the City's stormwater capacity.

11.14 LOW IMPACT DEVELOPMENT PRACTICES: To further conservation practices identified in the LDC, the Project shall incorporate into the construction,

operation, and maintenance of all facilities, conservation strategies to include but not be limited to:

(a) Water Conservation:

i. Native, drought tolerant plant materials;

ii. St. Johns River Water Management District Florida Water Star program for protection of water resources;

iii. Turf grass – Irrigated area(s) shall not exceed 50% of landscape areas;

iv. Separate irrigation zones shall be required for turf, non-turf areas; and

v. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

All irrigation systems shall employ, at minimum, a rain shut-off device such as a soil moisture sensor or smart irrigation system capable of analyzing and ascertaining weather conditions and time of year. These restrictions shall be clearly stated in the Project's Covenants, Conditions and Restrictions ("CC&Rs"), should they be created.

11.15 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable Local, State, Federal, and City water quality laws, rules, regulations, and ordinances.

11.16 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit

documents pursuant to the requirements of applicable Federal, State, and City regulations.

11.17 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna and shall comply with the LDC. Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants.

11.18 SIGNAGE: The Owner may construct signage consistent with the LDC after receiving necessary permits.

11.19 MODEL HOMES: Up to five model homes on Tract 1can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations, and codes.

11.20 POLLUTANTS: Prior to issuance of any development permit, the Owner shall ensure there are no environmental hazards affecting any development located on the Subject Property and that the Subject Property is safe for human occupation. Contaminant assessment activities including soil and or groundwater sampling shall be conducted by a qualified professional that is authorized to assess and make recommendations for such activities per Florida Department of Environmental Protection standards and shall be consistent with applicable Florida Statutes. Upon

application for a Site Plan or Subdivision Master Plan, the Owner shall provide the City with all studies or reports required by Federal and State agencies, including but not limited to the FDEP and the Army Corp of Engineers. If soil or groundwater contamination is above State concentration levels, remedial action in accordance with FDEP standards shall be accomplished prior to construction activities within the affected area. No project identified on the Concept Plan may occur without strict compliance with this section.

11.21 SCHOOLS: Prior to the approval of any development plan of Tract 1, 3 or 8, the Owner shall coordinate with the Flagler County School District for the location and dedication of a bus stop if necessary.

SECTION 12. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Subdivision Master Plan or Site Plan for the relevant phase. Each tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times. No clearing of land may occur until Preliminary Plat or Site Plan approval is provided for that specific phase of development.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks may be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement.

(c) The Subdivision Process: Subdivision of the property shall comply with Chapter 177, Florida Statutes and the City's Unified Land Development Regulations. The Conceptual Site Plan depicts the general layout of the Project and the various Tracts which are, as of the date of this Agreement, under unified title. Subsequent transfer of title to any Tract or other portion of the Property may be transferred in its entirety without platting if in compliance with Chapter 177, Florida Statutes. No infrastructure improvements may be made until approved by the City and other governing agencies.

SECTION 13. LOT AND BUILDING STANDARDS.

13.1 LOT DIMENSIONAL STANDARDS: All development Standards shall comply with the City of Palm Coast's LDC and those standards provided in Section 4 of this Agreement. If there is a conflict between the two, the standards provided in Section 4 shall control.

13.2 ARCHITECTURE: Shall be consistent with the City's LDC.

SECTION 14. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) The failure of the Development Agreement to address any specific City, County, State, or Federal permit, condition, term, or restriction shall not relieve the

Owner of the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not Preliminary Plat or Site Plan approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provided elsewhere in this Development Agreement.

SECTION 15. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees. Except as provided for herein regarding park system impact fees, the Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting.

SECTION 16. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish a POA, in accordance with Florida law, comprised of the owners of lots or parcels with the development. The POA documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the POA, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the POA, and restrictions on the ability to amend these requirements without

the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to landscaping and buffers.

SECTION 17. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE, AND CONFLICT RESOLUTION.

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

(b) In the event that a dispute arises under this Development Agreement, and the City and Owner 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 Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

(c) In the event of conflict between the terms of this Development Agreement and the LDC, the provisions of this Development Agreement shall prevail.

SECTION 18. NOTICES.

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Owner at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

(b) Any such notice must be personally delivered or sent by 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 certified mail).

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

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

As to the Owner: Matanzas GC Palm Coast, LLC.
200 Ocean Crest Drive, Unit 111
Palm Coast, FL 32137

With copies to: Michael D. Chiumento III, Esq.
Chiumento Dwyer Hertel Grant
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 19. 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 20. 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 Subject Property and shall run with the land and the title to the same.

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

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

SECTION 21. GOVERNING LAW, VENUE, AND COMPLIANCE WITH LAW.

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

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

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

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan, parks master plan (including parks and trail dedications), utility construction and connections, mandating utility capacities, requiring street development, or other such similar land development regulations and requirements.

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

(f) This Development Agreement shall also not be construed to prohibit the City from adopting lawfully imposed impact fees applicable to the Owner and the development of the Conceptual Plan authorized hereunder.

SECTION 22. TERM / EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Council and execution of this Development Agreement by all parties (the "Effective Date").

(b) This Development Agreement provides an initial timeframe of seven (7) years to commence development from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at City Council's discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 23. RECORDATION.

Upon approval 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 Owner shall pay the costs to record this Development Agreement.

SECTION 24. 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 25. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

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

SECTION 26. ATTORNEYS' 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 27. FORCE MAJEURE.

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

SECTION 28. INDEMNIFICATION.

The Owner shall indemnify for 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 in any way connected with the Owner's development of the Subject Property as provided in this Development Agreement. This agreement by the Owner 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 therefrom.

SECTION 29. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner 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 Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an 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 Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 30. 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 31. EXHIBITS.

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 32. INTERPRETATION.

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

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

SECTION 34. FURTHER ASSURANCES.

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

SECTION 35. COUNTERPARTS.

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

SECTION 36. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

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

SECTION 37. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF PALM COAST,

FLORIDA

M Holland

Milissa Holland, Mayor

ATTEST:

Kathleen E. Tedder for

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William E. Reischmann, Jr., Esq.
City Attorney

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2021, by **Milissa Holland**, Mayor of the **City of Palm Coast, Florida**, who is □ personally known to me or □ has produced _____ as identification.

Jeanne A Montaruli

Signature

JEANNE A MONTARULI
Notary Public - State of Florida
Commission # GG 284017
My Comm. Expires Feb 8, 2023
Bonded through National Notary Assn.

(Seal)

Jeanne A Montaruli

Printed Name

Title or Rank

Serial Number / Commission Number

WITNESSES:

Vincent L Sullivan

(print)

Caroline McNeil

(print)

"OWNER"

Matanzas GC Palm Coast, LLC., a Florida limited liability company

By: Alex Ustilovsky

Alexander Ustilovsky, Manager

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of February, 2021, by **Alexander Ustilovsky**, Manager, of **Matanzas GC Palm Coast, LLC** a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced _____ as identification.

Signature

(Seal)

VINCENT L. SULLIVAN
MY COMMISSION # GG 937722
EXPIRES: December 8, 2023
Bonded Thru Notary Public Underwriters

Vincent L. Sullivan
Printed Name

Notary
Title or Rank

GG937722
Serial Number / Commission Number

EXHIBIT "A"

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West,175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West,196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35"49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet; thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of

90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35"49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East,140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34" West,164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South 09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38'53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows: From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book 492, pages 936-939; thence northerly along the boundary of said parcel described in Official Records Book 492, pages 936-939 for the following five courses; thence South 72°54'00" West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of

16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 1003.67 feet; thence South 25°15'02" East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 19°44'58" West, 318.20 feet to a point of tangency; thence South 64°44'58" West 800.00 feet; thence South 25°15'02" East 300.00 feet; thence North 64°44'58" East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'11" and a chord bearing North 85°37'33" East, 302.90 feet to a point; thence South 16°30'09" West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of 06°29'36" and a chord bearing South 70°15'03" East 33.98 feet to a point; thence North 22°59'45" East 125.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of 41°45'13" and a chord bearing South 46°07'39" East 302.91 feet to a point of cusp; thence North 25°15'02" West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of 116°54'59" and a chord bearing North 33°12'28" East, 468.74 feet to a point of tangency; thence South 88°20'03" East 756.56 feet; thence South 07°23'44" West 126.38 feet to a point of on a curve; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of 57°21'14" and a chord bearing South 53°55'39" East 143.96 feet to a point of tangency; thence South 25°15'02" East 40.00 feet; thence North 64°44'58" East 125.00 feet to the easterly line of Belle Terre Waterway; thence North 25°15'02" West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of 64°01'49" and a chord bearing North 57°15'57" West, 874.74 feet to a point of tangency; thence North 89°16'51" West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of 34°53'44" and a chord bearing North 71°49'59" West, 404.78 feet to a point of tangency; thence North 54°23'07" West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of 12°18'47" and a chord bearing North 60°32'31" West,176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 331.52 feet, a radius of 720.00 feet, a

central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book 142, pages 278-279, lying south of Jefferson Davis Waterway and being more particularly described as follows:
From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:
BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North

87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West,10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF Beginning, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:
From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East,148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows: A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book 549, Pages 966 through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly)having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, 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 NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-

OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54'59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT "B"

LAKEVIEW ESTATES CONCEPTUAL SITE PLAN

EXHIBIT "B-1"

TRACT 1 **LAKEVIEW ESTATES TRACT PLAN**

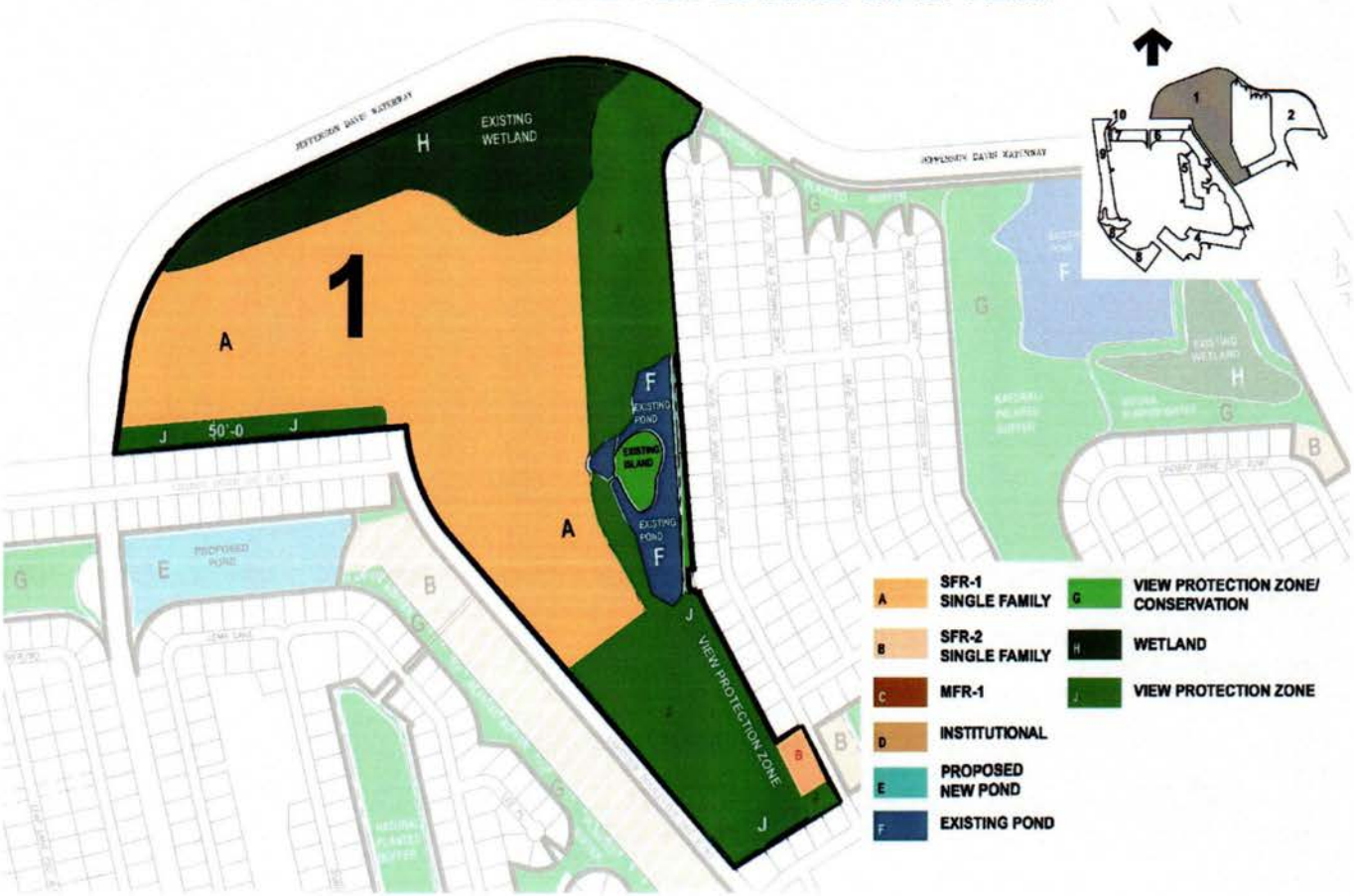


EXHIBIT "B-2"

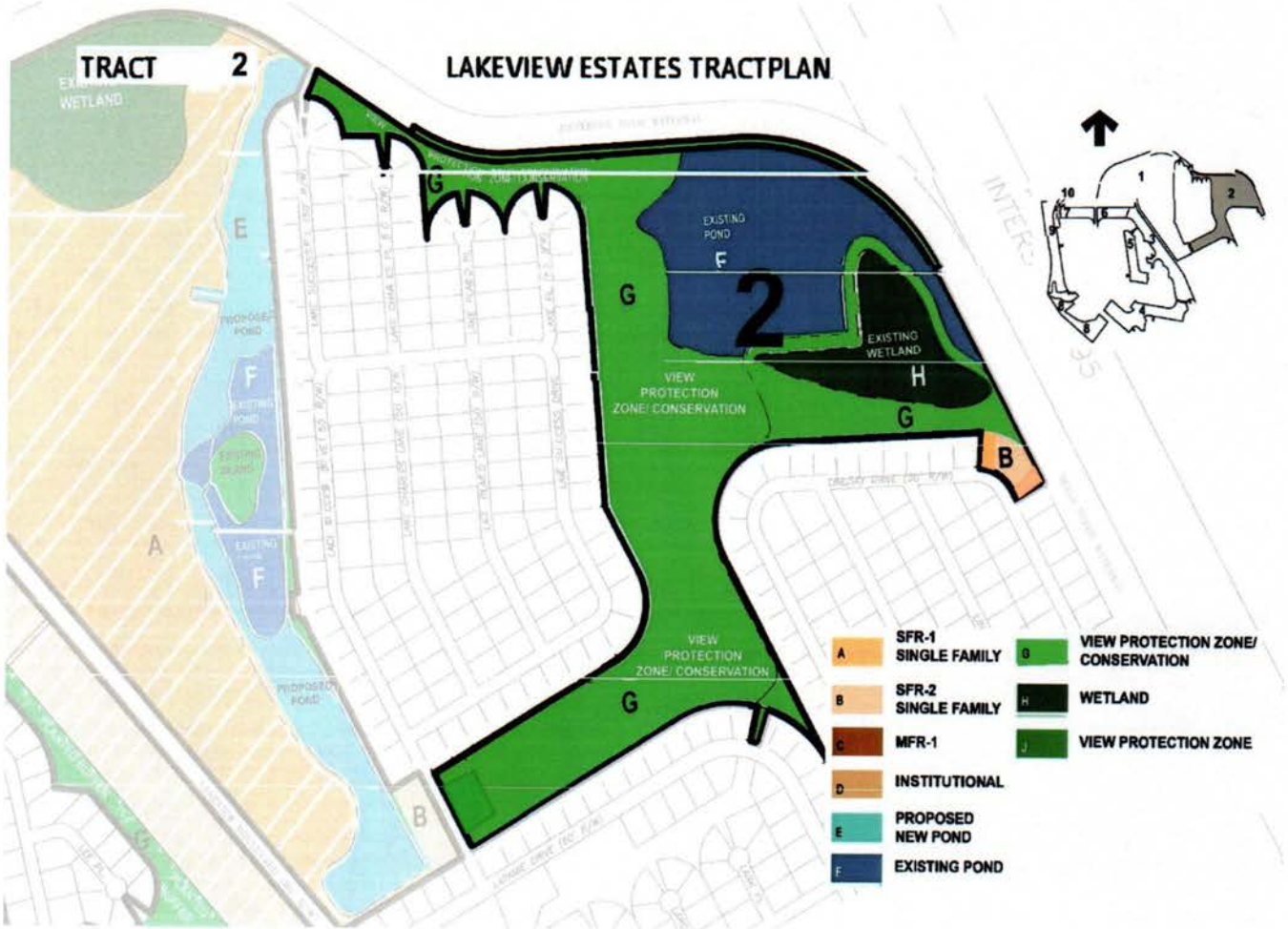

TRACT 2
LAKEVIEW ESTATES TRACTPLAN
EXISTING WETLAND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
PROPOSED POND
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE

EXHIBIT "B-3"

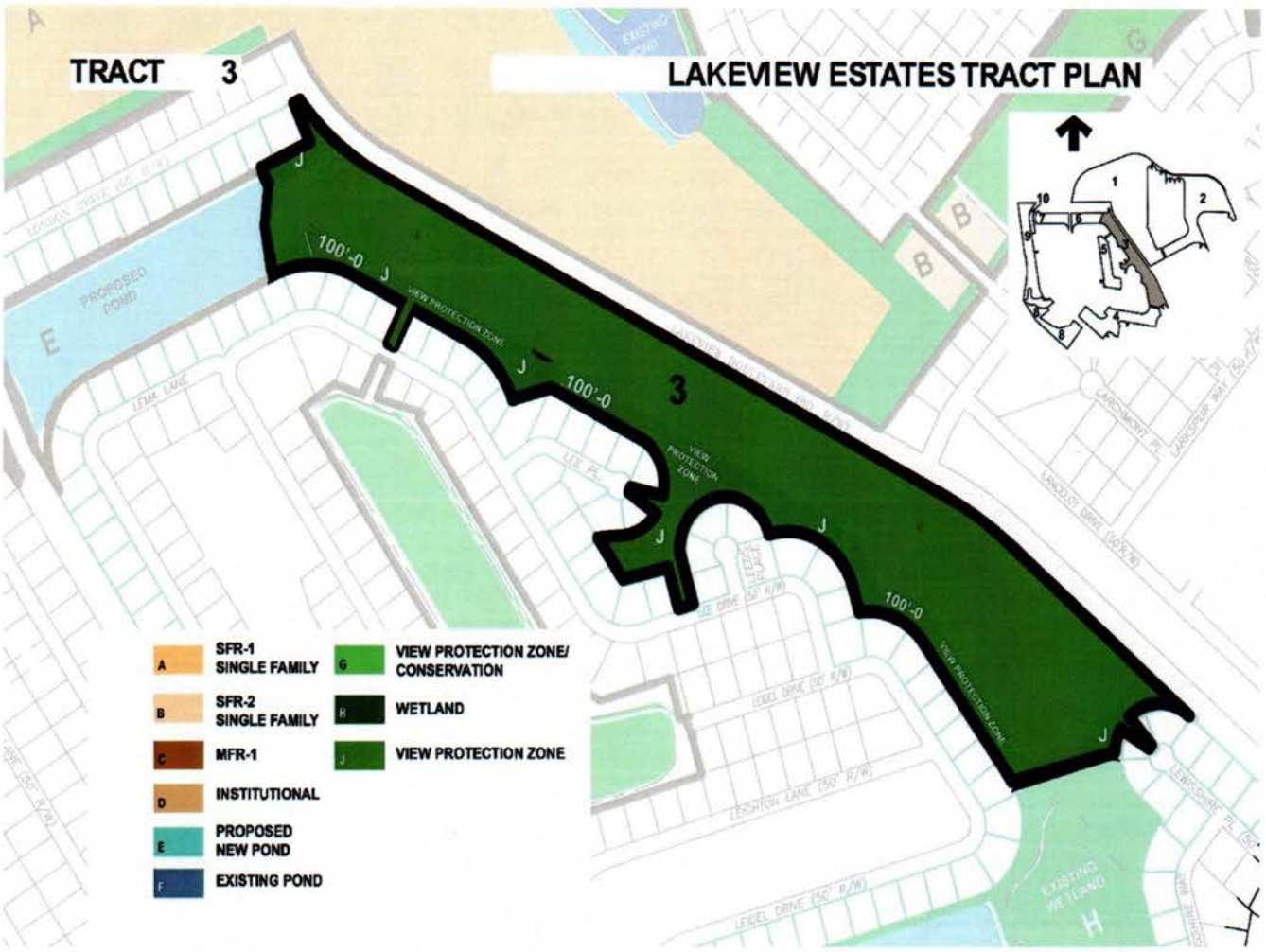

TRACT 3
LAKEVIEW ESTATES TRACT PLAN
100'-0
VIEW PROTECTION ZONE
3
PROPOSED POND
EXISTING WETLAND
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D INSTITUTIONAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-4"

TRACT 4
LAKEVIEW ESTATES TRACT PLAN
LEIGHTON LANE (50' R/W)
LEWIS DRIVE (50' R/W)
VIEW PROTECTION ZONE
4
EXISTING WETLAND
H
VIEW PROTECTION ZONE
B
Limit of 3 lots
G
H
B
Limit of 3 lots
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE

EXHIBIT "B-5"

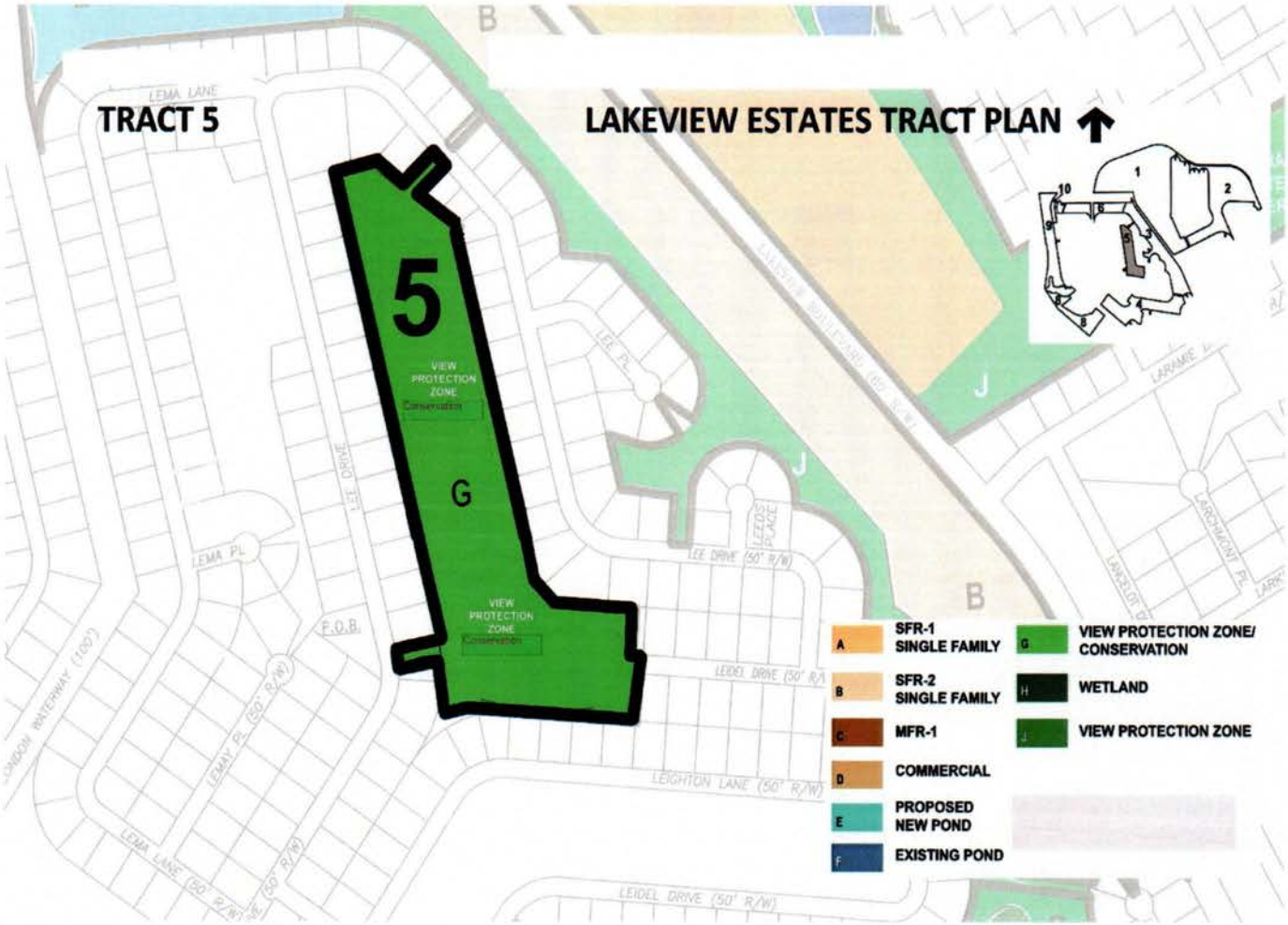

TRACT 5
LAKEVIEW ESTATES TRACT PLAN
5
VIEW PROTECTION ZONE
Conservation
G
VIEW PROTECTION ZONE
Conservation
LEMA LANE
LEMA PL
LEE DRIVE
LEE PL
LEE DRIVE (50' R/W)
LEIDEL DRIVE (50' R/W)
LEIGHTON LANE (50' R/W)
LEMAY PL (50' R/W)
LEMA LANE (50' R/W)
LARAMIE
LARCHMONT PL
LANCELOT
F.O.B.
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D COMMERCIAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-6"

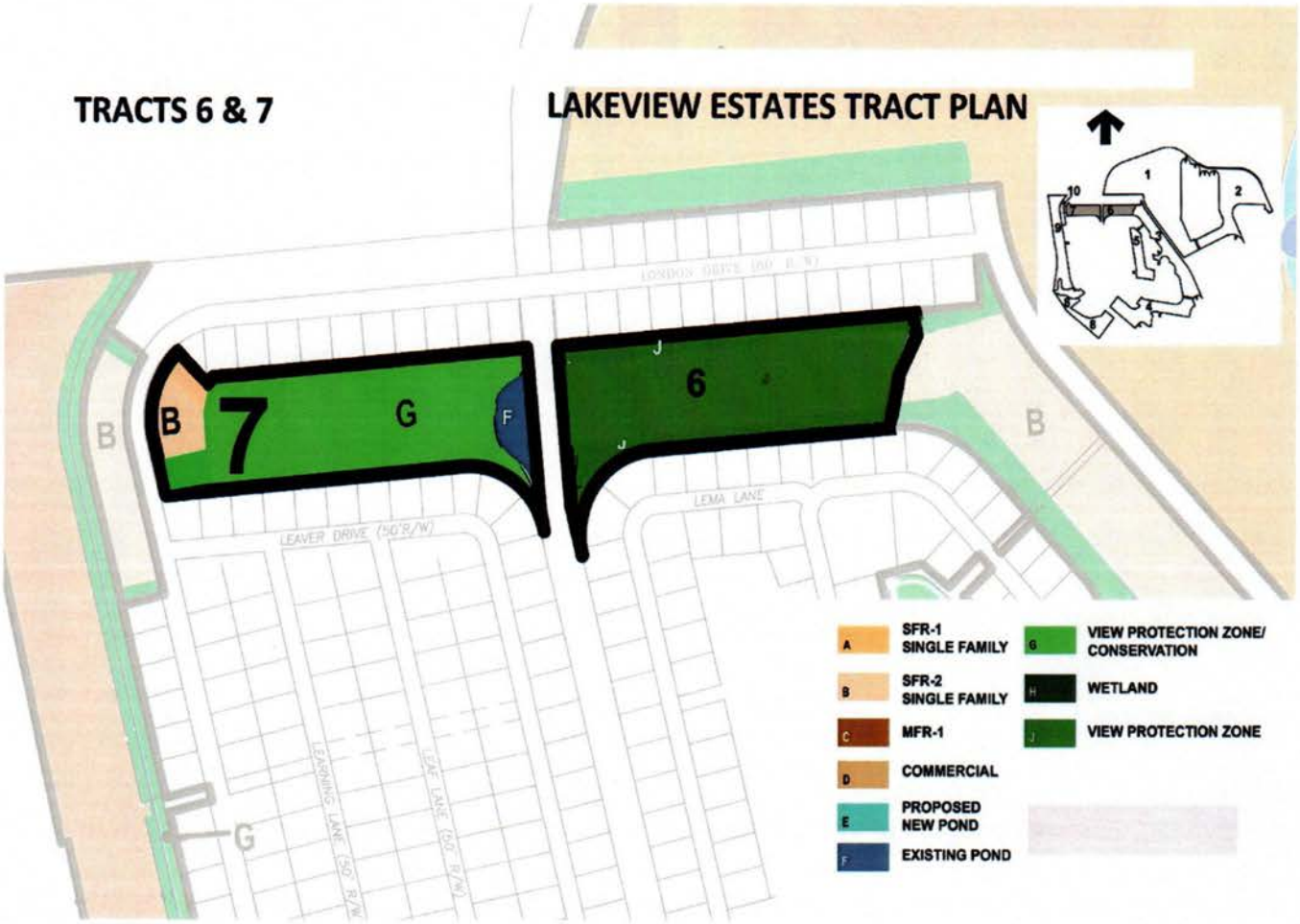

TRACTS 6 & 7
LAKEVIEW ESTATES TRACT PLAN
B
7
G
F
6
J
B
B
LEMA LANE
LEAVER DRIVE (50' R/W)
LEARNING LANE (50' R/W)
LEAF LANE (50' R/W)
G
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D COMMERCIAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-7"

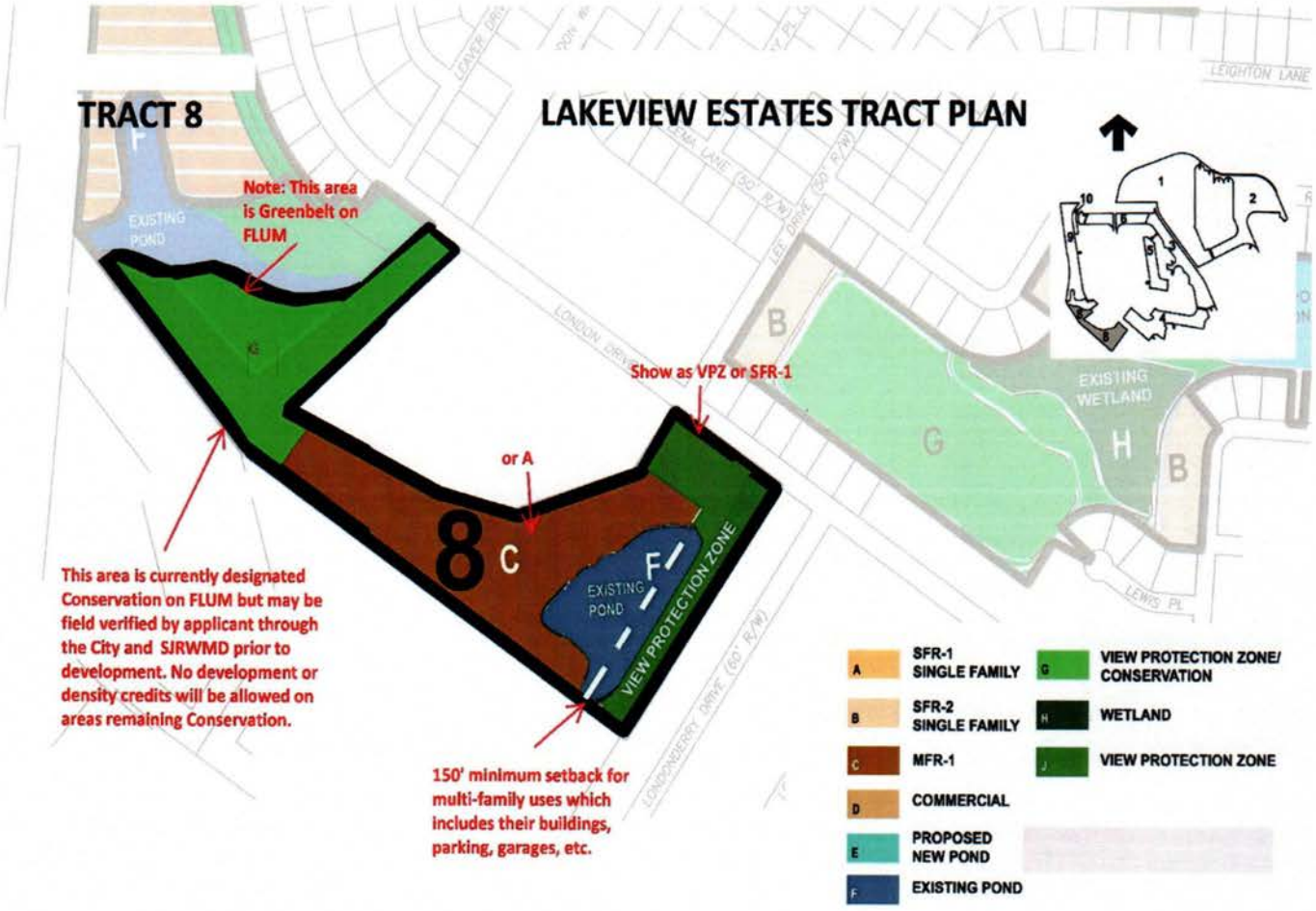
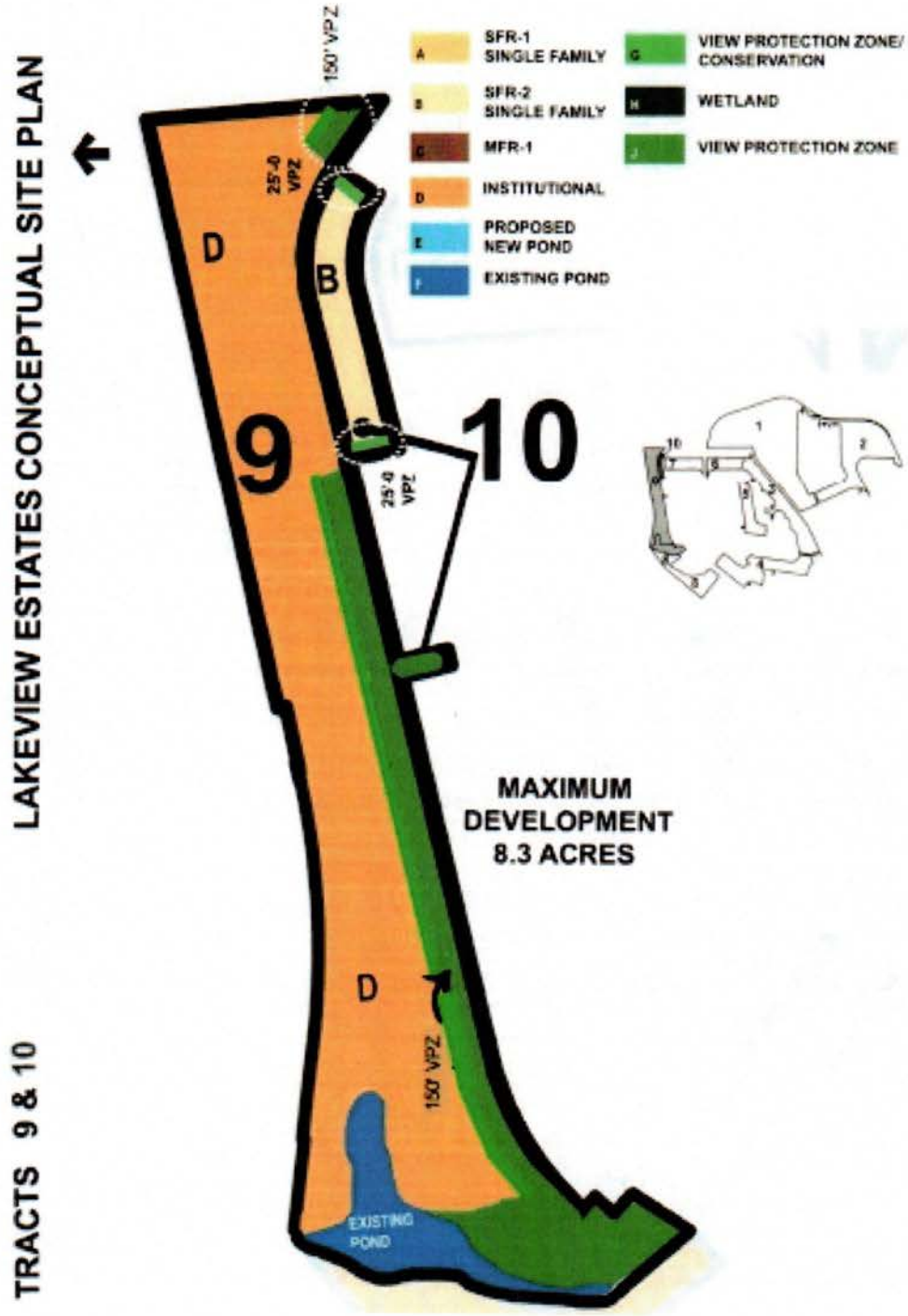

TRACT 8
LAKEVIEW ESTATES TRACT PLAN
Note: This area is Greenbelt on FLUM
EXISTING POND
Show as VPZ or SFR-1
or A
8
C
F
EXISTING POND
VIEW PROTECTION ZONE
This area is currently designated Conservation on FLUM but may be field verified by applicant through the City and SJRWMD prior to development. No development or density credits will be allowed on areas remaining Conservation.
150' minimum setback for multi-family uses which includes their buildings, parking, garages, etc.
LEIGHTON LANE
LEWIS PL
B
G
H
B
EXISTING WETLAND
A SFR-1 SINGLE FAMILY
B SFR-2 SINGLE FAMILY
C MFR-1
D COMMERCIAL
E PROPOSED NEW POND
F EXISTING POND
G VIEW PROTECTION ZONE/ CONSERVATION
H WETLAND
J VIEW PROTECTION ZONE

EXHIBIT "B-8"


LAKEVIEW ESTATES CONCEPTUAL SITE PLAN
TRACTS 9 & 10
SFR-1 SINGLE FAMILY
SFR-2 SINGLE FAMILY
MFR-1
INSTITUTIONAL
PROPOSED NEW POND
EXISTING POND
VIEW PROTECTION ZONE/ CONSERVATION
WETLAND
VIEW PROTECTION ZONE
150' VPZ
25'-0 VPZ
D
B
9
10
MAXIMUM DEVELOPMENT 8.3 ACRES
EXISTING POND

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026

Agenda Item:
I.3

Department	COMMUNITY DEVELOPMENT	**Amount**	
Division	PLANNING	**Org/Account #**	

Subject: ORDINANCE 2026-XX A FUTURE LAND USE MAP (FLUM) AMENDMENT FOR 331.1+/- ACRES TO INCREASE THE MAXIMUM NUMBER OF DWELLING UNITS FROM 416 TO 743 AND AMENDING THE RESIDENTIAL AND CONSERVATION AREAS IN THE SUBJECT AREA

Presenter: **Jose Papa, AICP, Senior Planner, Phong Nguyen, PTP, Planning Manager**

Attachments:

1. Presentation
2. Ordinance
3. Exhibit A to Ordinance
4. Exhibit B to Ordinance
5. Staff Report
6. Current FLUM
7. Proposed FLUM
8. Current Zoning
9. Application and Applicant Response
10. Preliminary Environmental Summary Assessment
11. Traffic Impact Assessment
12. Neighborhood Meeting Summary
13. Affidavit for Posting Property

Background:

The proposed FLUM amendment will increase the number of permitted dwelling units within the Seminole Trace Planning Area (formerly known as Cascades) from 416 to 743. Additionally, the proposed FLUM will rearrange the conservation and residential areas within the planning area. The FLUM amendment has a companion zoning map amendment requesting the subject area be rezoned from Single Family Residential-1 (SFR-1) and Preservation (PRS) to Master Planned Development (MPD) with a Development Agreement.

The proposed amendment was reviewed for the following:

Analysis of the proposed amendment's impacts on public facilities and infrastructure. Staff prepared an analysis of impacts on public facilities based on the current maximum development potential (416 units) against the proposed maximum development potential (743 units). As expected, the analysis shows net

increases in the demand for public services and infrastructure. The increases will not cause any of the public services and infrastructure to fall below the adopted Level of Service.

• Impacts on the environmental/cultural resources. The proposed amendment will not have impacts on any significant environmental or cultural resources.
• No anticipated negative impacts on the local topography or prevent the proposed development permissible within the FLUM designation.
• Small area of project is within Special Flood Hazard Area.
• Any wetland impacts will be permitted through SJRWMD and FDEP
• Site is not within an aquifer recharge area or within a wellhead protection zone(s).
• No impact to historic or cultural assets
• No change on need for endangered species report

Compatibility with surrounding land uses. The proposed FLUM designations are generally consistent with the surrounding properties.

Finally, the proposed amendment is consistent with comprehensive plan policies regarding:

• Efficient land use patterns and not increase cost of providing and maintaining public facilities
• Encourage development in areas with available public facilities, infrastructure, and services.
• Designate urban densities and intensities in areas where planned or existing capacities are available

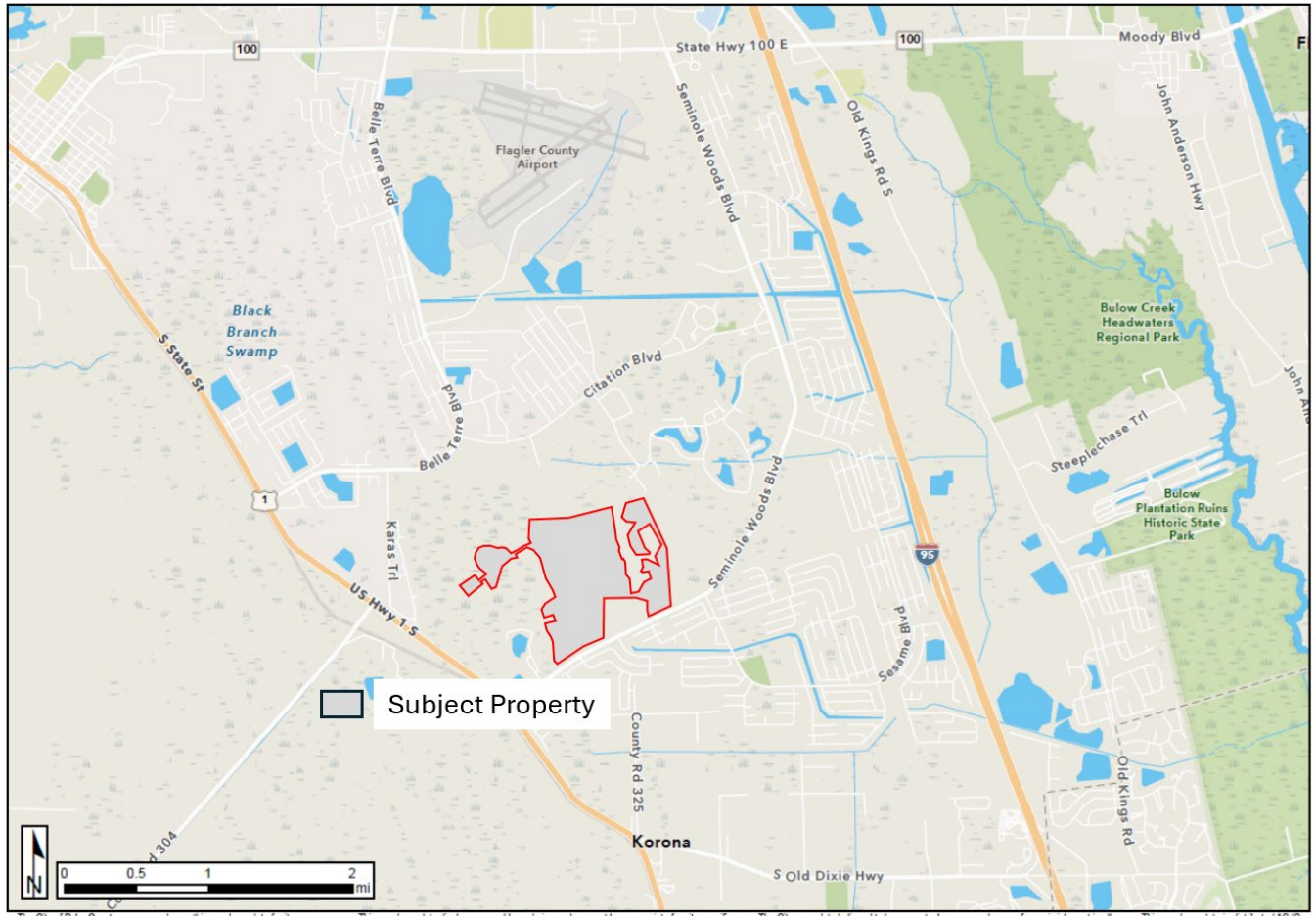
This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD HELD A PUBLIC HEARING ON AUGUST 19 AND RECOMMENDED THAT CITY COUNCIL APPROVE/DENY THE PROPOSED FLUM AMENDMENT. STAFF WILL PROVIDE THE OUTCOME AT THE CITY COUNCIL PUBLIC HEARING.

City Council
Public Hearing
September 1, 2026

Seminole Trace
FLUM and Zoning Map Amendment
AR # 6418 & 6419

BACKGROUND



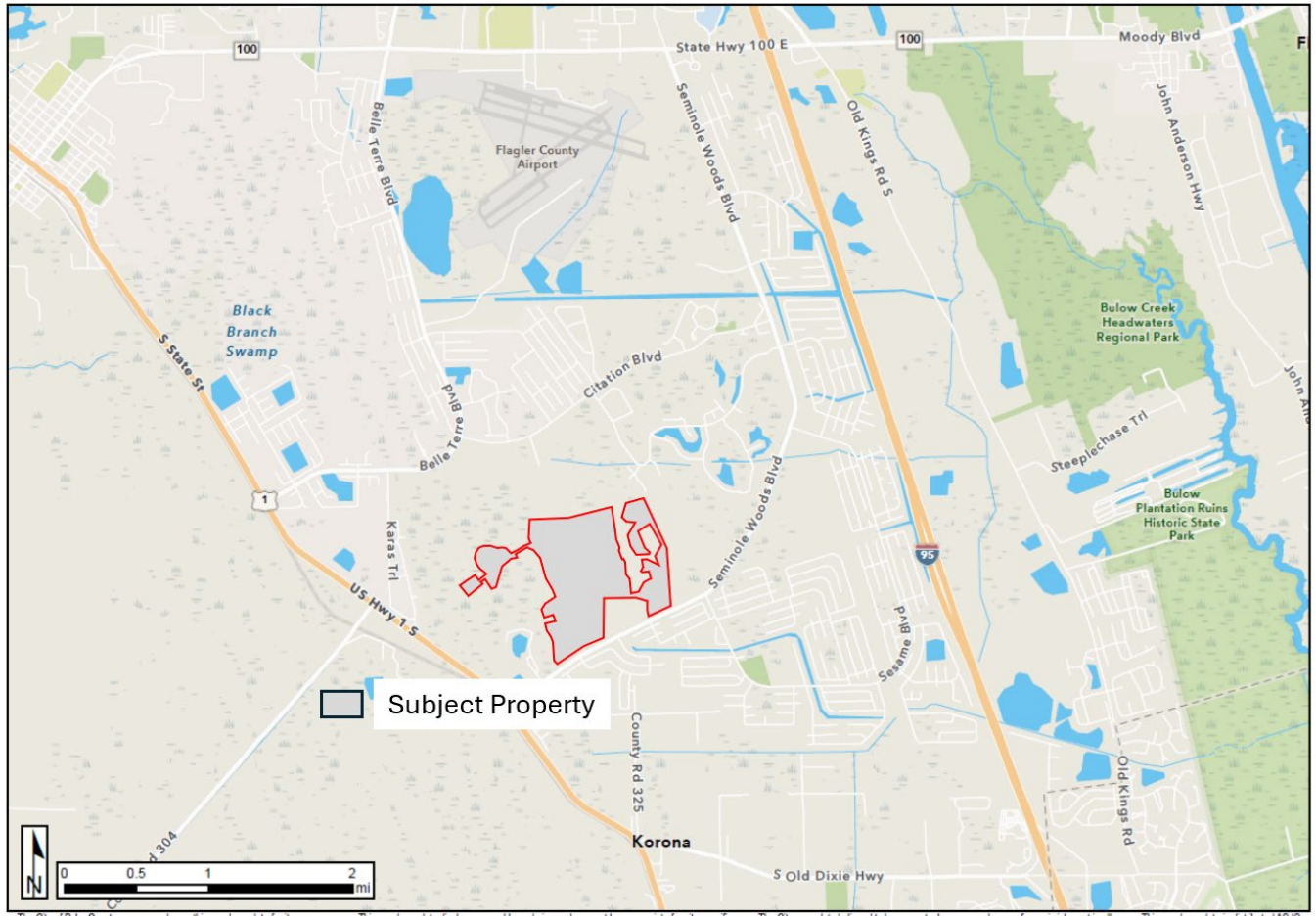
Owner: Byrndog PCP, LLC and KL Seminole Trace, LLC

Site Size/Location:

- ±331 acres
- Generally located about ½ mile north of US-1 and Seminole Woods Blvd. intersection

PALM COAST

BACKGROUND



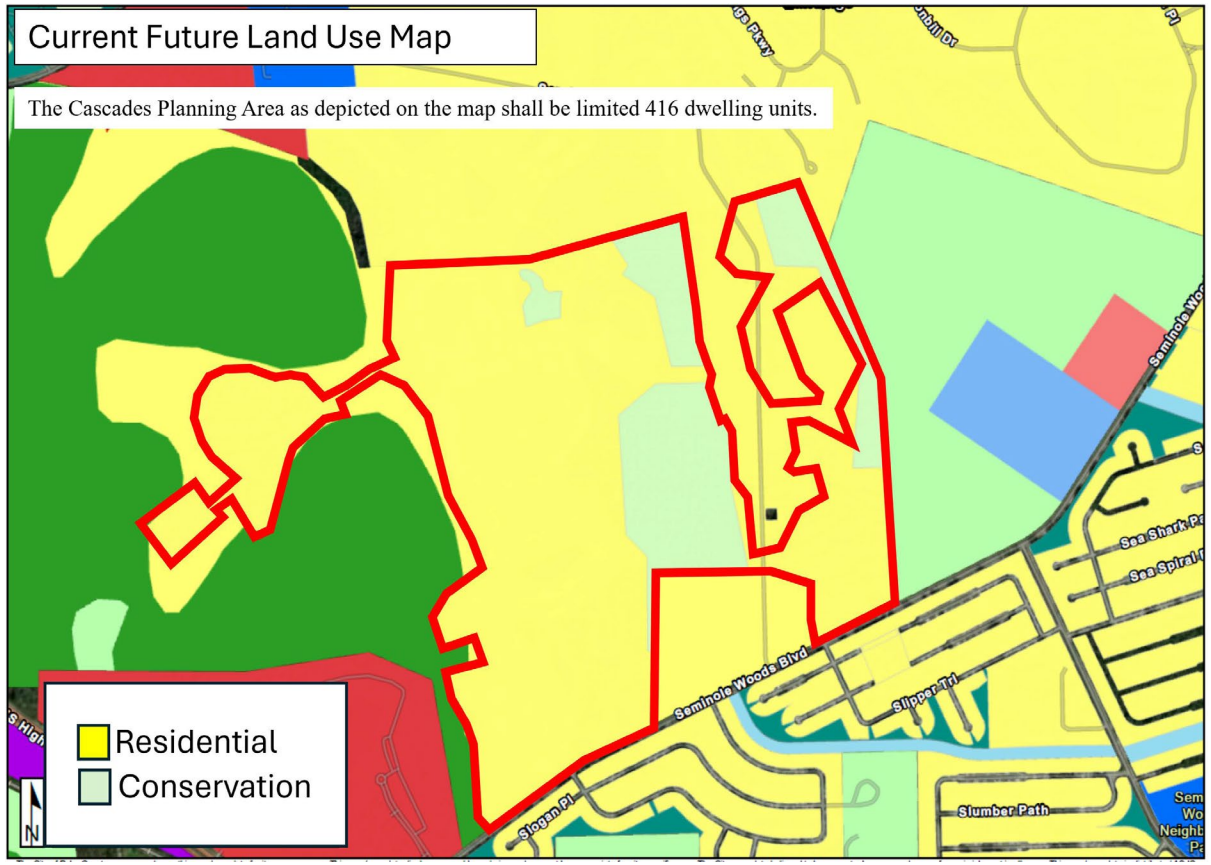
FLUM Amendment: Increase Maximum Number of Residential Units from 416 dwelling units to 743 dwelling units and redesignate the Residential and Conservation areas in the subject area

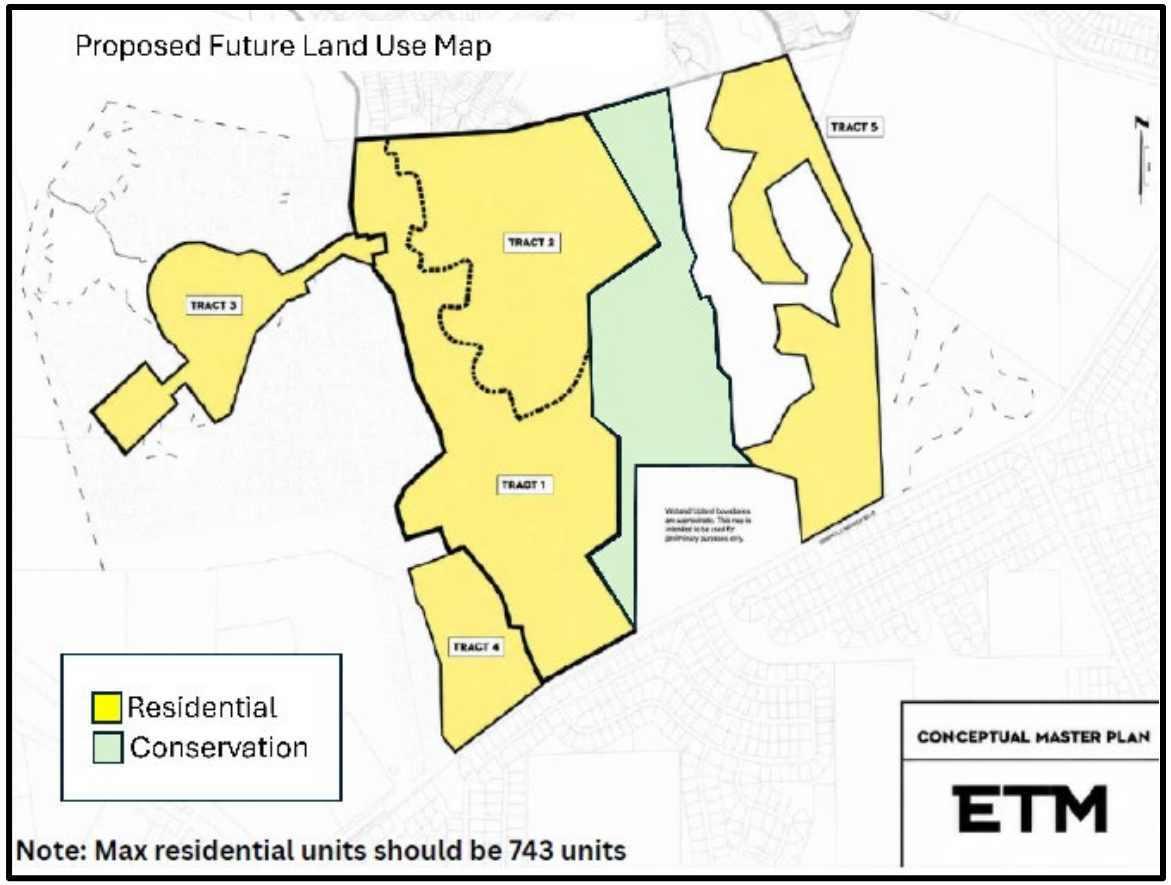
REZONING: From: Single Family Residential-1 and Preservation

To: Master Planned Development (MPD) with Development Agreement

PALM COAST

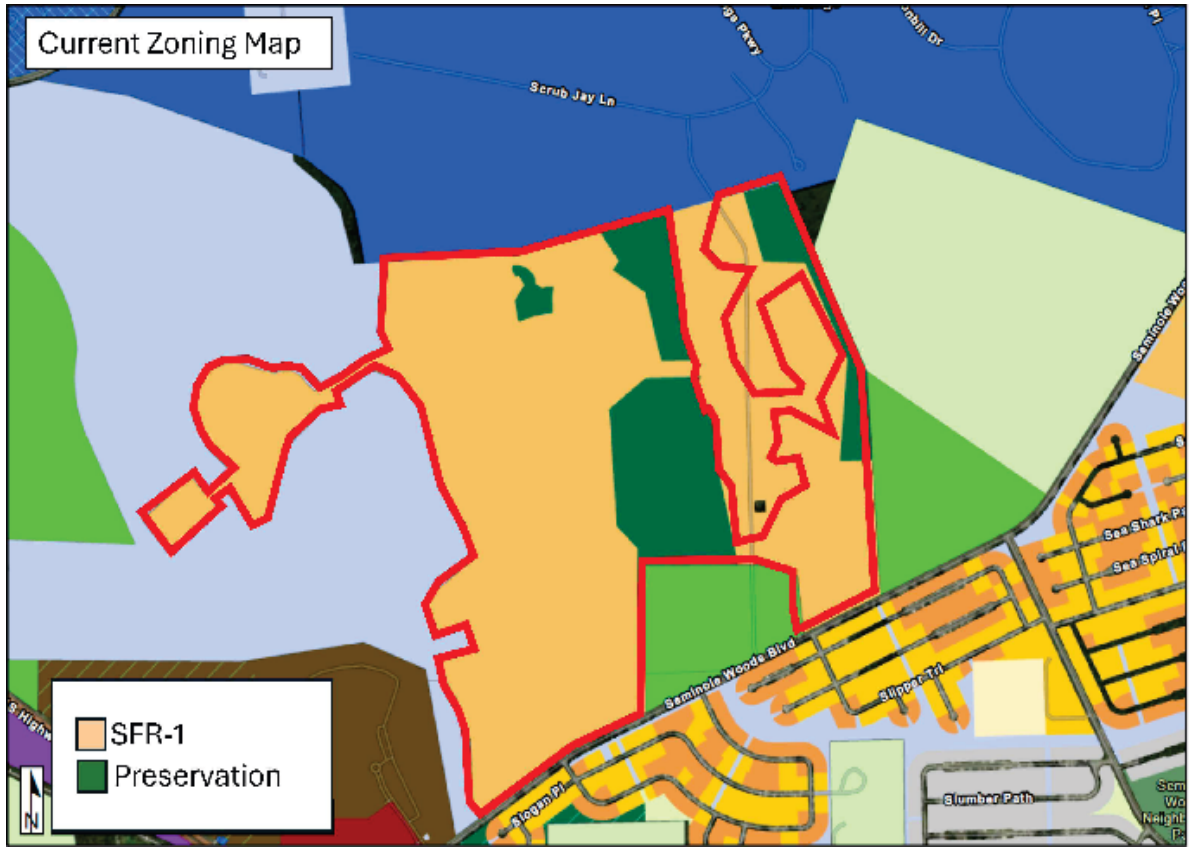
Future Land Use Map Designations – Existing vs. Proposed

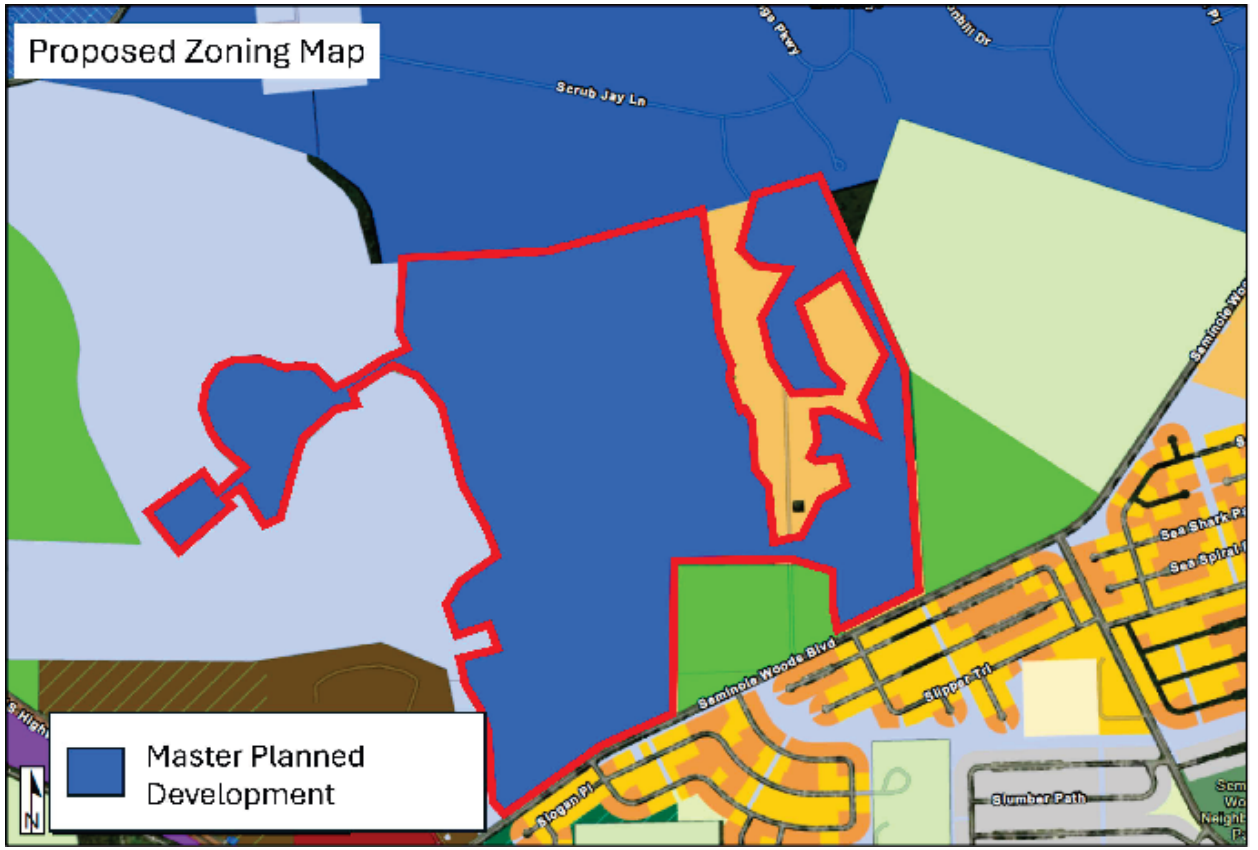




PALM COAST

Zoning Map Districts – Existing vs. Proposed





Public Participation/ Public Notice

- The applicant hosted a neighborhood meeting on August 11, 2026.

Seminole Trace
Future Land Use Map Amendment
Analysis and Recommendation
AR # 6419

Future Land Use Map Amendment

Maximum Density/Intensity

- **The analysis for the FLUM amendment will consider the maximum development potential as proposed by the applicant in the companion zoning map amendment to Master Planned Development.**
- **The tables will provide the net change between the existing and proposed amendment,**
- **Gross impact from the proposed amendment is provided.**

Maximum Density/Intensity

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)					
		# of Acres	Maximum Density[1]	Maximum # of units[2]	Population (2.5 persons/dwelling unit)
Proposed FLUM:	**Residential & Conservation**	331	12 du/acre	743	1,858
Current FLUM:	**Residential & Conservation**	331	12 du/acre	416	1,040
NET CHANGE		0		327	818

Footnotes:

[1] Maximum densities are established in Comprehensive Plan.

[2] Maximum # of units for current and proposed FLUM designation are limited by specific policy.

PALM COAST

Public Facilities Impact Analysis

Table 2 Public Facilities Impact Analysis

***Proposed FLUM designation includes specific policy to limit development to 743 dwelling units.**

****Current FLUM development potential is based on current limit of 416 dwelling units.**

Density[1]	# of units or square feet of development	Transportation (PHT)[2]	Potable Water (GPD)[3]	Sanitary Sewer (GPD)[4]	Solid Waste (lbs./day)[5]	Recreation and Parks (8 acres/ 1000 pop.)[6]	Public Education (students)[7]	Stormwater Drainage[8]
Proposed FLUM designation*								
Residential & Conservation	743	721	176463	152315	15993	14.9	141	N/A
	Total	721	176463	152315	15993	14.9	141	N/A
Current FLUM designation**								
Residential & Conservation	416	404	98800	85280	8954	8.3	79	N/A
	Total	404	98800	85280	8954	8	79	
Net Change		**317**	**77,663**	**67,035**	**7,039**	**6.5**	**62**	**N/A**

Footnotes:

[1] Calculation of Density: Lot Size (acre)*# of units/acre, or determined by site specific policy

[2] Transportation: Single Family Residential - Detached, PM Peak Hour Trips (PHT), ITE Code 210 = 0.97 Trips/Unit, ITE Trip Generation Manual, 12th Edition

[3] Potable Water: Residential = # of units*2.5*95 gallons/capita/day

[4] Wastewater: Residential = # of units*2.5*82 gallons/capita/day

[5] Solid Waste: Residential Demand = # of units*2.50*8.61 lbs/capita/day

[6] Recreation and Parks: Residential Demand = # of units * 2.50 *8 acres/1000 persons

[7] Public Education Residential: = Based on multiplier provided by Flagler County School District.

[8] Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

PALM COAST

Future Land Use Map Amendment

Environmental Impact Analysis

- Topography and Soil Conditions – No indicators of unique topographical reliefs or soils that would be affected by the amendment
- Floodplains. FLUM amendment will have no adverse impact on 100 year floodplain. Any adverse impacts will be part of plat approval.
- Vegetative Communities. Subject to US Army Corps of Engineers and SJRWMD regulations. FLUM amendment will not change need to comply with regulations.

Future Land Use Map Amendment

Environmental Impact Analysis

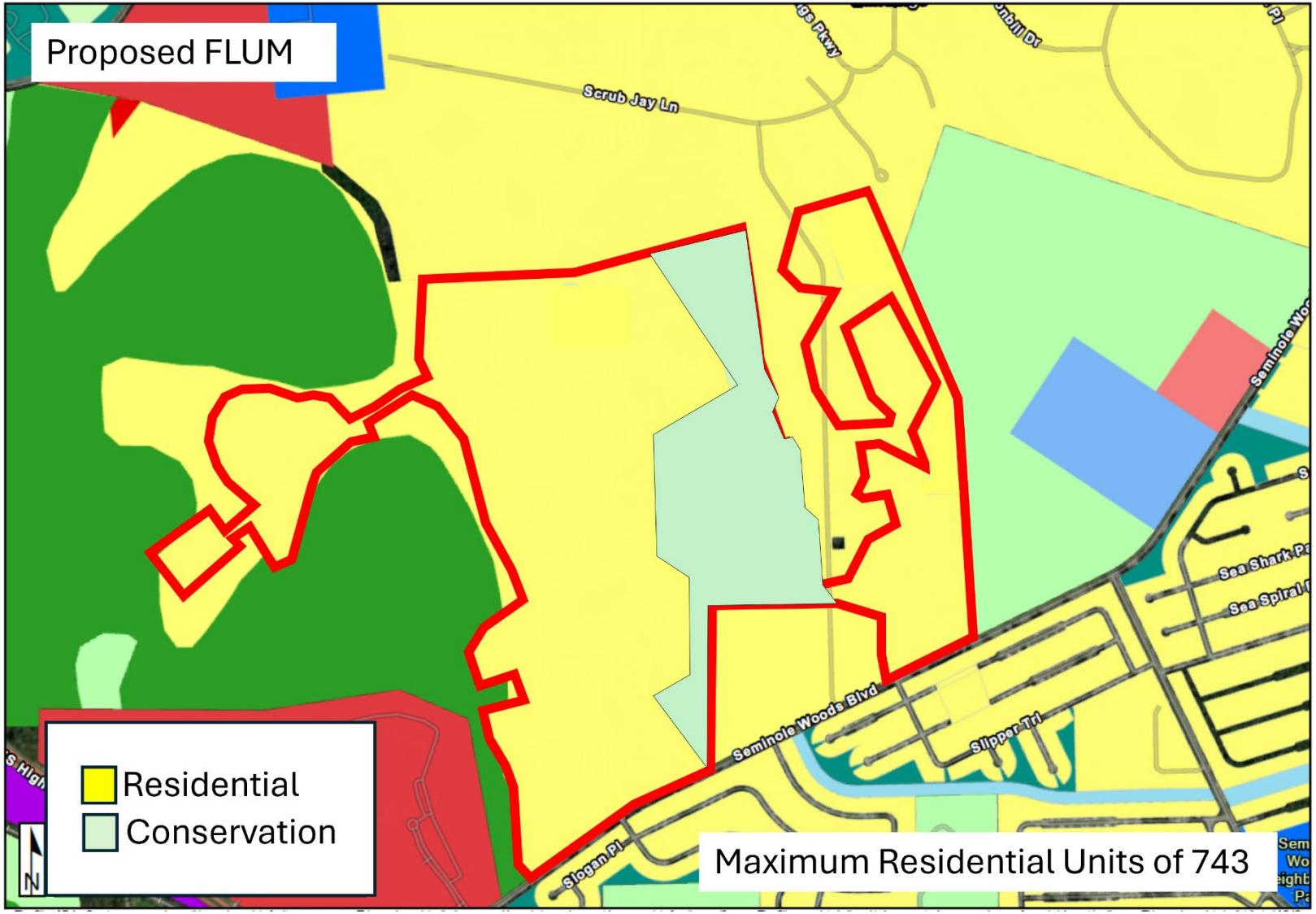
- Protected Species. Unified Land Development Code (Section 10.04.03.A, LDC) requires that a listed species study is performed by a Qualified Environmental Professional (QEP) at site plan or preliminary plat. Additionally, study is valid for one year for the property that was investigate to capture any changes in wildlife utilization.

- Groundwater Resource Protection. The property is not within an aquifer recharge area but does have multiple wellsites located throughout the Subject Property.

- Historical Resources. No impacts.

Future Land Use Map Amendment

Land Use Consistency Analysis



Consistency with Comprehensive Plan Policies

Future Land Use Map Amendment

Comprehensive Plan Consistency

- Proposed Amendment is within area served by utilities
- Additional units will require analysis for capacity (water and sewer, schools, transportation during site plan/plat process)
- Conservation designated are contiguous

Future Land Use Map Amendment

Recommendation

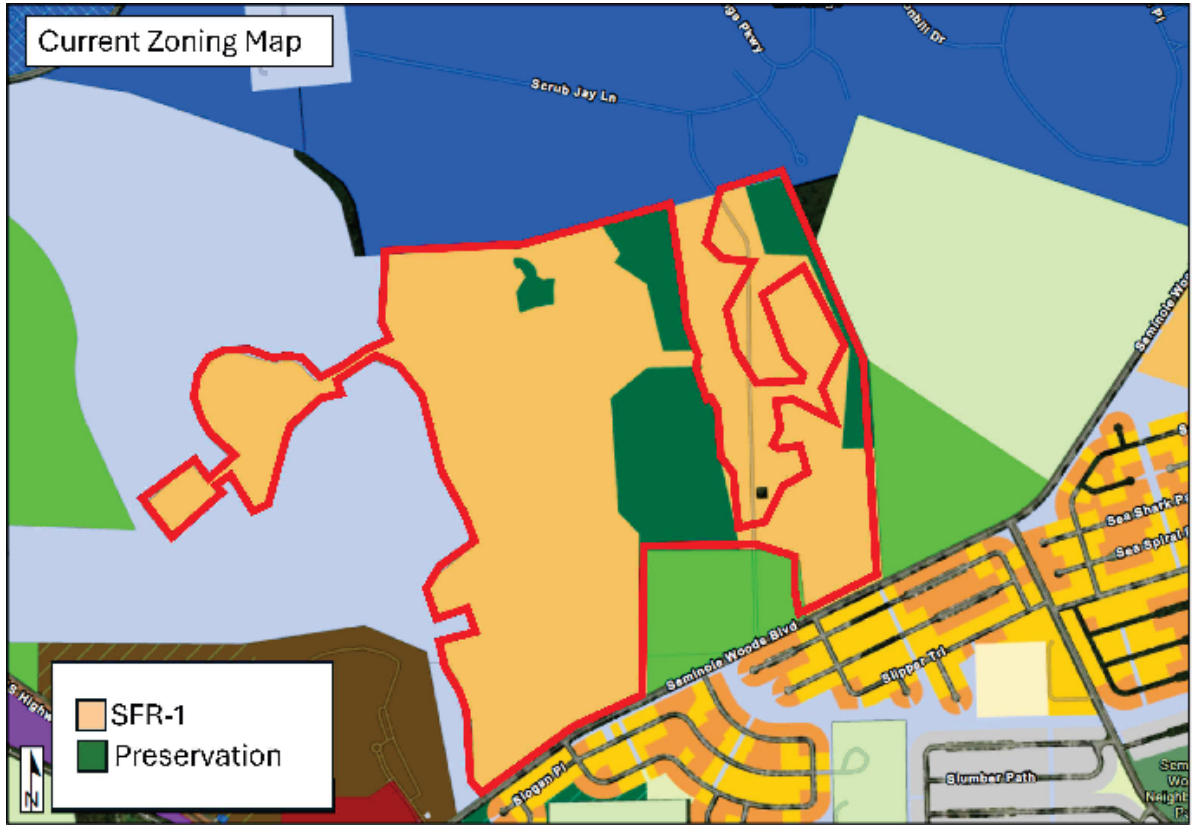
The Planning and Land Development Regulation Board held a public hearing on August 19 and recommended that City Council APPROVE/DENY the proposed FLUM amendment. Staff will provide the outcome at the City Council public hearing.

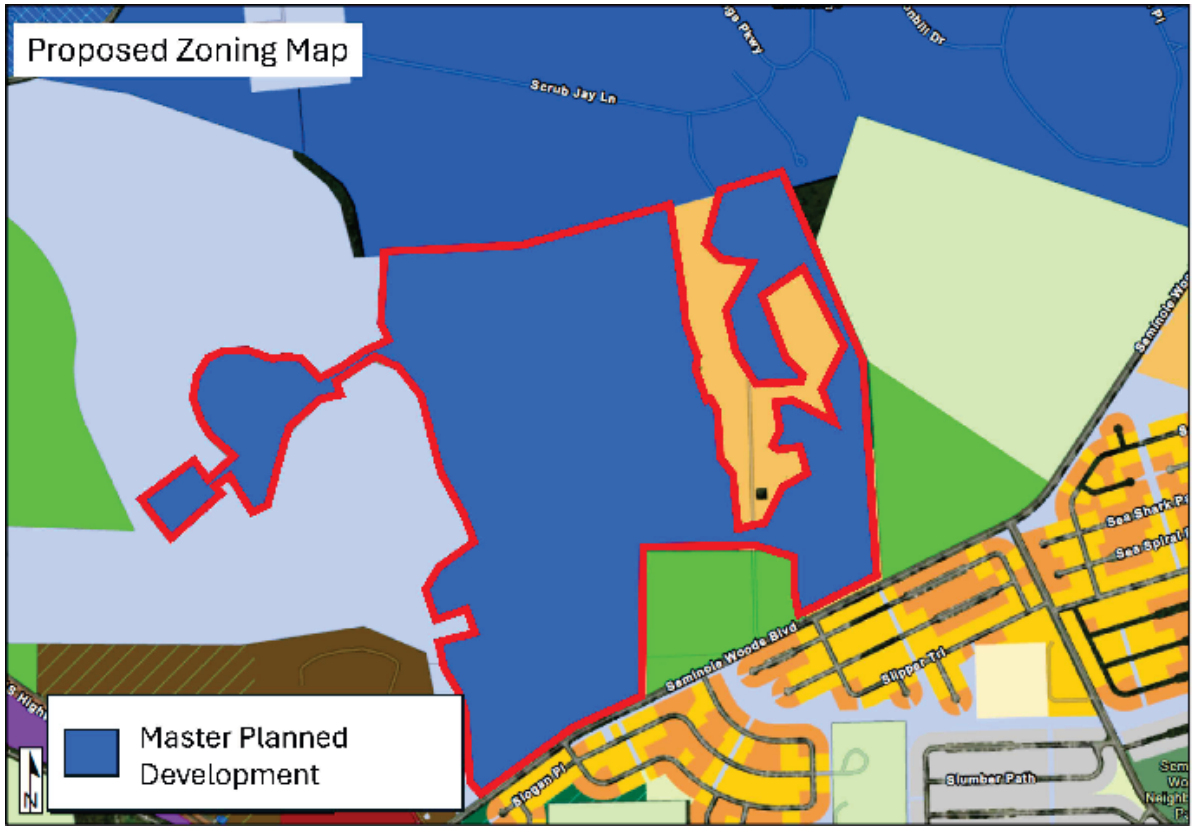
NEXT STEPS

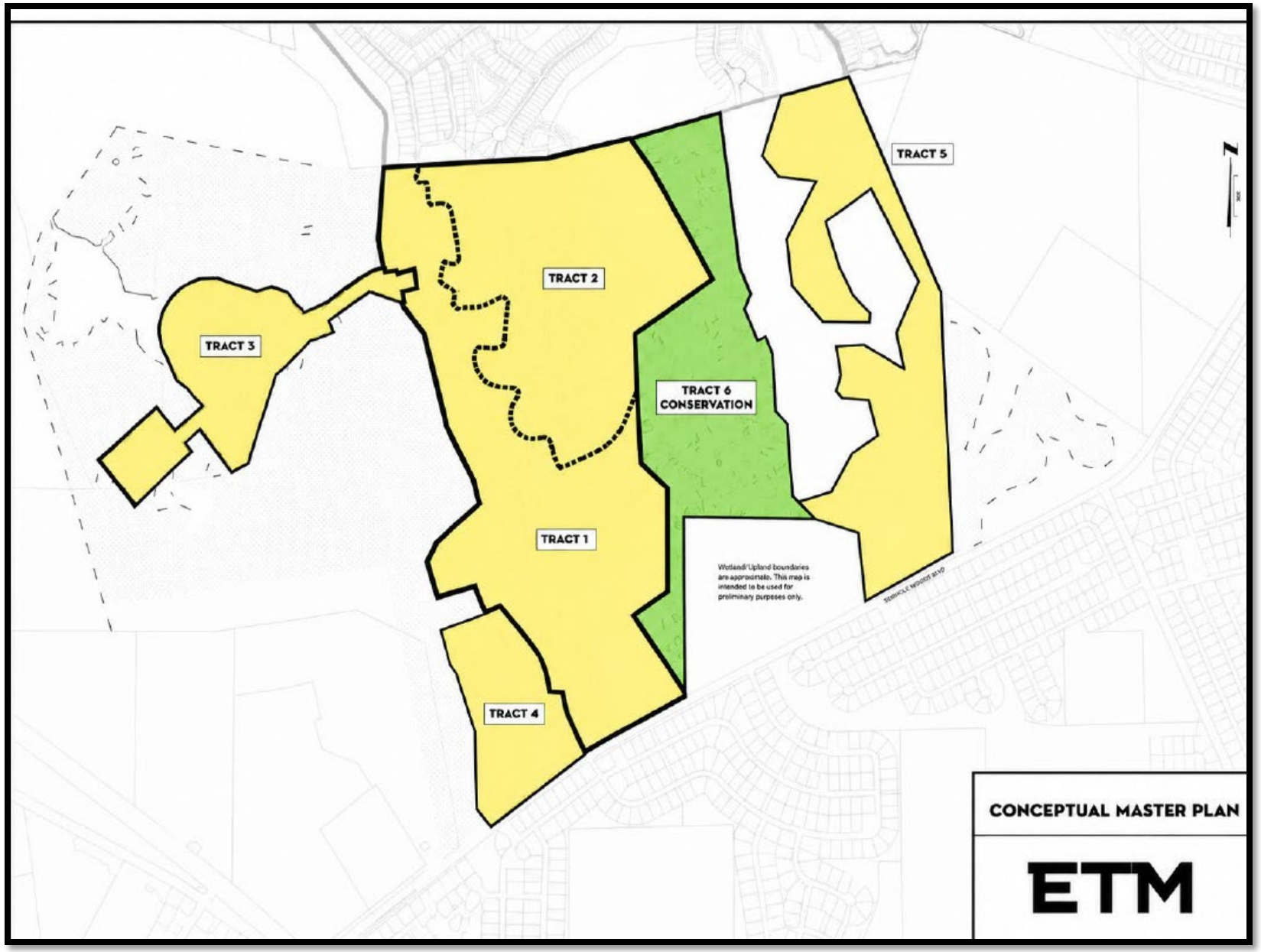
- 1st Reading – September 1
- 30-day review period with Florida Commerce
- 2nd reading – October 20

Seminole Trace
Zoning Map Amendment
Analysis & Recommendation
AR # 6418

Zoning Map Districts – Existing vs. Proposed






TRACT 5
TRACT 2
TRACT 3
TRACT 6
CONSERVATION
TRACT 1
TRACT 4
Wetland/Upland boundaries are approximate. This map is intended to be used for preliminary purposes only.
CONCEPTUAL MASTER PLAN
ETM

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

A. *The proposed development must not be in conflict with or contrary to the public interest;*
B. *The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*
C. *The proposed development must not impose a significant financial liability or hardship for the City;*
D. *The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*
E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

PALM COAST

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

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

As stated in the MPD agreement, the owner agrees to construct at a minimum on-site improvements in addition to payment of all impact fees. These private improvements include parking areas, utilities, master stormwater system, sidewalks, lighting, recreational facilities, and perimeter buffer landscaping. This is typical of other MPD agreements.

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

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

- FLUM allows MPD Zoning
- Mix residential areas with Preservation Areas
- Availability of public infrastructure proximate to property

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

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

- Potable water and sewer service lines are available nearby but will need to be extended to the site by the developer.
- In order to move forward with development of the additional units, there must be adequate water capacity and central sewer service capacity.
- The impact of this additional demand will be further reviewed and analyzed as part of the technical review process
- There must be adequate capacity to serve development.
- Deficiency in the treatment capacity may result in denial of development order or development of mitigation agreement to address the deficiency.

PALM COAST

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; and

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The proposed rezoning to Master Planned Development (MPD) is compatible with neighboring properties since the allowed uses (single family detached and attached units) are similar to the permitted development in the surrounding area.

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

Zoning Map Amendment

LDC Sec. 2.05.05 Criteria Analysis

- The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

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

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

Previously Addressed as part of companion Comprehensive Plan Amendment

B. Consistency with the general intent of the LDC;

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

- MPD is consistent with different standards of LDC such as parking, lighting, landscaping, and architecture.

- Staff notes the following items of concern:
  - Reduction of Open Space requirement from 40% to 20%

  - Minimum townhome width of 18’. Problematic due to the LDC requirement of requiring 25% landscaped planting area in front of the home’s building façade out to the front property line.

  - LDC requires a minimum width of 16’ for driveways (2 side by side parking spaces).

Palm Coast

B. Consistency with the general intent of the LDC;

Zoning Map Amendment

LDC Sec. **2.09.04** Criteria Analysis

- Front building setback to the property line of 15’ and 10’ for single-family and townhome, respectively. These dimensions are inconsistent with requirement in the LDC for driveways to extend a minimum of 20’ from the garage door. Additionally, the driveways must have a minimum width of 16’.

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

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

Zoning Map Amendment

LDC Sec. **2.09.04**

Criteria Analysis

- The proposed development's character and density/intensity are consistent with that found in the surrounding area.
- To the north and south are single-family residential units
- To the west are preservation/open space areas
- To the east are vacant lands which include an approximately 119 acre site that is currently under review by Flagler County for a FLUM and Zoning Map amendment (Proposed FLUM of Mixed Use:High Intensity and zoning map amendment to Planned Unit Development).

PALM COAST

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;

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

- Required to meet the Level of Service standards. Deficiencies may be addressed through potentially a proportionate share payment or agreement
- These agreements may be between the developer and the City and in the case of school facilities, with the School District.
- The other items listed above, flood control, and soil conservation are to be addressed in accordance with permitting agency regulations and the Land Development Code

Palm Coast

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

Zoning Map Amendment

LDC Sec. 2.09.04 Criteria Analysis

- The MPD-DA does not provide a phasing plan
- Subject area already includes 386 lot subdivision that is pending approval for its final plat. Additionally, owner has applied for a preliminary plat for remaining 30 units.
- The remaining units may be developed in multiple phases.
- Per MPD, each “phase” will include infrastructure to support the proposed uses (including water/wastewater service, drainage, roads, and pedestrian facilities).
- The provision of infrastructure is to be concurrent with the construction of each phase and must be complete prior to issuance of building permits.

PALM COAST

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

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

- Infrastructure must be available to support the proposed development concurrent with its impacts.
- Review of the traffic impacts will not cause any road segments to fall below the level of service.
- A review of site access and traffic operations will be conducted during site plan/plat process and may result in the need to provide operational improvements (turn lanes, extending turn lanes, intersection improvement or traffic control in the form of traffic signal or roundabout)

PALM COAST

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;

Zoning Map Amendment

LDC Sec. 2.09.04 Criteria Analysis

- MPD is an opportunity to offer another type of dwelling unit (townhomes).
- Per LDC, MPD zoning should provide a *recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and also* provide for *the long term protection of natural resources and natural features of a significant quantity and/or quality*.

PALM COAST

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;

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

Applicant provides the following as the public benefits tied to the MPD rezoning application.

1. Public Utility Infrastructure. The property owner has constructed public water and wastewater utility infrastructure within the public right-of-way on behalf of the City pursuant to a utility credit agreement. This infrastructure expands the City's utility system and facilitates orderly development within this area.

Palm Coast

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;

Zoning Map Amendment

LDC Sec. **2.09.04** Criteria Analysis

Applicant provides the following as the public benefits tied to the MPD rezoning application.

2. Integrated Mixed Residential Community. The MPD provides for the coordinated development of a homogeneous mixed residential community utilizing shared amenities and common facilities under a unified master development plan.

3. Emergency Access. The development provides a public emergency access connection between Summit Woods (sic-this is Seminole Woods) *and Citation Boulevard, improving emergency access and connectivity for the surrounding area.*

PALM COAST

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;

Zoning Map Amendment

LDC Sec. 2.09.04 Criteria Analysis

Applicant provides the following as the public benefits tied to the MPD rezoning application.

> *4. Well Sites. At the request of the City of Flagler Beach, the Owner will convey two (2) well sites to the City of Flagler Beach at no costs. Otherwise, the Owner will sell the two (2) sites to the City in an amount greater than $1,000,000.00.*

Staff proposes that applicant provide a material benefit that serves the immediate residents of the subject property as well as the general population of the City of Palm Coast.

PALM COAST

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

Zoning Map Amendment

LDC Sec. **2.09.04**
Criteria Analysis

There are no specific development plan for this area of the City. Analysis was conducted for consistency with Comprehensive Plan.

J. Impact upon the environment or natural resources

Zoning Map Amendment

LDC Sec. **2.09.04** Criteria Analysis

- The proposed MPD Conceptual Plan map proposes to protect a large swath of wetlands (approximately 59 acres) that bisects the subject property.
- It is important to note that the subdivision within the subject parcel (the Cascades) includes areas of open space/wetland preservation/upland buffer areas that are not going to be impacted by the proposed zoning map amendment.

PALM COAST

K. Impact on the economy of any affected area

Zoning Map Amendment

LDC Sec. **2.09.04** Criteria Analysis

- If approved, the proposed amendment will provide temporary construction jobs during its construction.

Zoning Map Amendment

Findings Summary

- The requested zoning amendment mainly meets the criteria of LDC Sections 2.05.05 and 2.09.04, however, there are development standards in the MPD that create a conflict with orderly development of property

Zoning Map Amendment

Recommendation

The Planning and Land Development Regulation Board held a public hearing on August 19 and recommended that City Council APPROVE/DENY/APPROVE WITH CONDITIONS the proposed zoning map amendment. (Staff will provide the results at the CC Public Hearing)

At the August 19, PLDRB Public Hearing, planning staff recommended that the Planning and Land Development Regulation Board find the proposed rezoning (Application No. 6418) does not meet the criteria for approval of an MPD as established in the Land Development Code Section 3.03.04 and recommend that City Council Deny the proposed zoning map amendment.

PALM COAST

Zoning Map Amendment

Recommendation

Should the PLDRB want to recommend approval, staff proposes the following changes to the MPD agreement:

- Require minimum Open Space of 40% of the subject property's gross area consistent with LDC section 3.03.03(I)(1).
- Require minimum townhome lot width of 20'.
- Require minimum front building setback of 20'.
- Provide a material benefit that serves the immediate residents of the subject property as well as the general population of the City of Palm Coast.

Next Steps

Public Hearings are to be held simultaneous with FLUM amendment public hearings.

- City Council 1st reading – September 1
- City Council 2nd reading – October 20

Staff is available for any questions and the applicant's team is in attendance.

Thank you.

ORDINANCE 2026-XX
SEMINOLE TRACE – FUTURE LAND USE MAP AMENDMENT
APPLICATION NO. 6419

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2050 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO SECTION 163, FLORIDA STATUTES; AMENDING DESIGNATION OF PORTIONS OF A 331.1+/- ACRE AREA TO BE KNOWN AS "SEMINOLE TRACE" FROM RESIDENTIAL TO CONSERVATION AND FROM CONSERVATION TO RESIDENTIAL AND AMENDING A NOTE ON THE FUTURE LAND USE MAP (FLUM) FROM A DENSITY LIMIT OF 416 DWELLING UNITS TO 743 DWELLING UNITS; AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2025-06, adopting the *City of Palm Coast 2050 Comprehensive Plan* which includes the City of Palm Coast Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Palm Coast is desirous of amending the future land use map to amend the maximum number of dwelling units in the Cascades Planning Area from 416 to 743; and

WHEREAS, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City's Local Planning Agency, considered the proposed map amendments at a public hearing on August 19, 2026, and voted to recommend **Approval/Denial** of the proposed Comprehensive Plan Amendment; and

WHEREAS, on September 1, 2026, and _____, 2026, the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendments adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's *Comprehensive Plan*; and

WHEREAS, the City Council of the City of Palm Coast hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Council of the City of Palm Coast finds that this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Palm Coast.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. FUTURE LAND USE MAP AMENDED. The 331.1+/- acres subject area, generally located north/west of Seminole Woods Blvd. as depicted and legally described in "Exhibit A", attached hereto, is hereby amended to allow a maximum of 743 dwelling units for the Seminole Trace Planning Area.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance 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 Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading this 1st day of September 2026.

ADOPTED on second reading after due public notice and hearing this _____ day of _____, 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

Attachment:
Exhibit “A” – Legal Description of Subject Property
Exhibit “B” – Amended Future Land Use Map

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

AMENDED FUTURE LAND USE MAP

EXHIBIT "A"

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEYARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33

FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH58°53'20" WEST, A DISTANCE OF 15.00FEET; THENCENORTH31°30'01" WEST,ADISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH23°08'51" WEST, A DISTANCE OF 157.59FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE

OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'1 l" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'1 l " EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A

DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST,ADISTANCEOF 237.18 FEET; THENCE SOUTH73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'1 l" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH

89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RlGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY,

HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAYING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE

SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAYING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37'43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE

NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET,

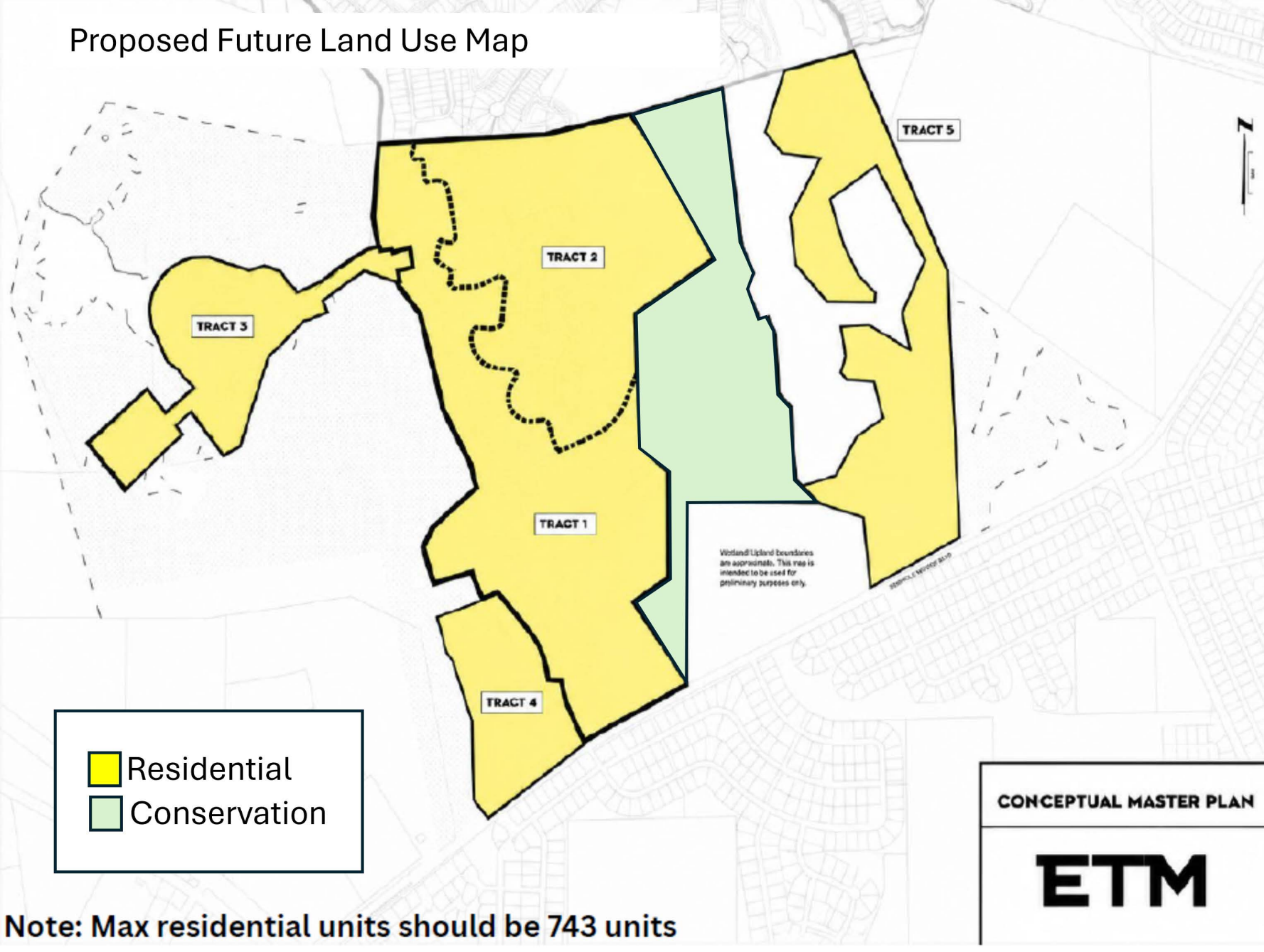
THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13' 19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH

81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37' 43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A

DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

Proposed Future Land Use Map



CONCEPTUAL MASTER PLAN

ETM

Note: Max residential units should be 743 units

COMMUNITY DEVELOPMENT DEPARTMENT
COMPREHENSIVE PLAN AMENDMENT STAFF REPORT
CITY COUNCIL
September 1, 2026

OVERVIEW

Case Number: 6419

Applicant: Michael Chiumento, Agent on behalf of Byrndog PCP, LLC and KL Seminole Trace, LLC (Owners)

Size of subject property: 331.1+/- acres

Property Description: A 331.1+/- acre parcel located 3 miles south of State Road 100 on the westside of Seminole Woods Blvd.

Property Owner: Byrndog PCP, LLC and KL Seminole Trace, LLC

Current FLUM Designation: Residential and Conservation with a site specific policy to limit the number of dwelling units to 416

Current Zoning Designation: Single Family Residential-1 and Preservation

Current Use: Vacant

Requested Action: A Future Land Use Map (FLUM) amendment to increase the maximum number of units for the Planning Area (to be called Seminole Trace formerly known as Cascades) from 416 to 743 and to amend designation of various areas from Conservation to Residential and Residential to Conservation.

There is a companion zoning map amendment that will change the zoning on the designated parcels from Single Family Residential-1 (SFR-1) and Preservation to Master Planned Development with a Development Agreement.

Recommendation: The Planning and Land Development Regulation Board held a public hearing on August 19 and recommended that City Council APPROVE/DENY the proposed FLUM amendment. Staff will provide the outcome at the City Council public hearing.

Project Planner: José Papa, AICP, Senior Planner

ANALYSIS

BACKGROUND

The application is for a Comprehensive Plan amendment for a 331.1+/- acre planning area, to be called Seminole Trace (formerly Cascades) located approximately 3 miles south of State Road on the westside of Seminole Woods Blvd. The amendment is to increase the maximum number of dwelling units from 416 to 743. The proposed amendment also proposes to redraw the designated areas for Residential and Conservation which results in a net decrease of 4.5+/- acres of Conservation. It is important to note however that one of the smaller “Conservation” areas remain as Open Space/Wetland Preservation Area on the Cascades Plat. A brief history of land use and zoning amendments for the subject area follows.

In 2005 the subject property was under jurisdiction of Flagler County. The FLUM designation for the Cascades was amended to Flagler County designations of Residential Low Density/Rural Estate (1 du/gross acre) and Conservation. After the amendment to the FLUM designation, a PUD Agreement was approved by Flagler County in 2005 (called the Cascades at Grand Landings). The PUD agreement covered an area of +/-682.9 acres and permitted 416 single-family residential units. As part of the FLUM and PUD agreement approval, approximately 354 acres of mainly wetlands and environmentally sensitive areas was transferred to Flagler County in 2005.

In 2023, the Cascades Planning Area was the subject of an Annexation, FLUM and Zoning Map amendment. The annexation covered the entirety of the 331.1+/- acre site that is the subject of this Application. The FLUM and Zoning Map amendments was a process to provide the subject property with an appropriate City of Palm Coast Future Land Use Map (FLUM) and Zoning Map designation.

The request from the landowners consisted of a FLUM designation of Residential, and Conservation with a maximum number of dwelling units of 850 and a Zoning designation of Single Family-Residential-1 and Multi-family Residential-2, and Preservation for the Cascades Planning Area. The proposed FLUM and Zoning Map designations were approved by City Council at their first reading on August 16, 2023. At the second reading for the request on Nov. 7, 2023, City Council approved an amendment that reduced the number of maximum units within Cascade Planning Area to 416. Additionally, the approval for the proposed zoning map amendment eliminated the Multi-Family Residential-2 zoned areas and rezoned them to Single Family Residential-1.

Subsequent to the approvals, there was a request from the landowners to rehear the FLUM amendment with a claim that a 44+/- acre parcel was not subject for inclusion as part of the FLUM amendment which limits the Cascades to 416 units. Subsequently, City Council approved a FLUM amendment which removed the 44+/- acre parcel but kept the dwelling unit limitation at 416.

Since 2023, a 386 lot subdivision (Seminole Trace) has progressed through the platting process. Seminole Trace received final plat approval in May 2026.

Neighborhood Meeting
As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. The neighborhood meeting was held on August 11, 2026 at Flagler/Palm Coast High School. The attendees expressed their concern about traffic safety and flooding.

DENSITY/INTENSITY AND POPULATION

Note: The analysis for comprehensive plan map amendments takes into consideration the maximum development potential under the current and proposed Future Land Use Map (FLUM) categories (including any policy to limit development).

The 331.1+/- acre subject property currently has a FLUM designation of Residential and Conservation with a site specific policy to have a maximum of 416 dwelling units. The proposed amendment will result in the subject property having a maximum number of 743 dwelling units and redrawing the Residential and Conservation areas.

As shown on Table 1 below, the proposed amendment results in a potential increase of 327 dwelling units and 818 persons (2.5 persons/dwelling unit).

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)

	# of Acres	Maximum Density(1)	Maximum # of units(2)	Population (2.5 persons/dwelling unit)
Proposed FLUM: Residential & Conservation	331	12 du/acre	743	1,858
Current FLUM: Residential & Conservation	331	12 du/acre	416	1,040
NET CHANGE	0		327	818

Footnotes:
(1) Maximum densities are established in Comprehensive Plan.
(2) Maximum # of units for current and proposed FLUM designation are limited by specific policy.

PUBLIC FACILITIES AVAILABILITY /IMPACT ANALYSIS (BASED ON THEORETICAL YIELD OF MAXIMUM DEVELOPMENT POTENTIAL)

Objective 1.1.3-Evaluation of Amendments to the FLUM
Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.
Policy 1.1.3.2 - At a minimum, infrastructure availability and capacity, specified as follows, shall be considered when evaluating proposed FLUM amendments:

A. *Existing and future capacity of roadways based on functional classifications and best available data for traffic modeling. For the purposes of evaluating capacity, roadway improvements programmed in the FDOT 5-year Work Plan or listed in either the City or the County 5-year Capital Improvement Program shall be considered.*
B. *Large-scale, high-intensity commercial projects shall be concentrated at intersections of the following arterials*
C. *Existing and future availability and capacity of central utility systems.*
D. *Availability and capacity of receiving watercourses and drainage systems to convey design storm events.*

PUBLIC FACILITIES CAPACITY/IMPACT ANALYSIS

The analysis for comprehensive plan map amendments takes into consideration the development potential under the current and proposed FLUM designation to provide a net impact for the proposed FLUM amendment. The proposed amendment includes a note on the FLUM to limit the maximum number of units to 743. It is important to note that as a project progresses through the land development process (i.e. site plan/platting review, building permit review) the City and other review agencies will further conduct a more detailed analysis of the project impacts on the various public service and infrastructure. This ensures that a project's impacts are accommodated by the existing infrastructure closer to the time of its actual impact (Concurrency).

An analysis of the development potential under the existing and proposed FLUM (including policy to limit development on the subject parcel to 743 dwelling units) shows that the proposed amendment will result in an increase in the demand on public facilities.

The results of the net impact analysis are shown on Table 2, and are summarized below:

Transportation
The applicant submitted a Traffic Study which included the subject site. In addition to the potential traffic impacts from the project, the traffic study considered the impacts from recently approved developments in the area (Grand Landings Phase 5 and 6). The traffic study concludes that the project will not cause the roadway network to fall below the Level of Service (LOS).

As previously stated, as the project progresses through the development process a more detailed study of the project's impacts on the roadway network will be conducted. These additional items will include operational needs (potential turn lanes, traffic signals, roundabouts) necessary to maintain safe roadway operations.

Potable Water
The proposed FLUM amendment will have a maximum potential net increase in demand for potable water of 77,663 gallons/day (.078 MGD) As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the Utility Department to determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.

Wastewater
The proposed FLUM amendment will have a maximum potential net increase in demand for sanitary sewer treatment of 67,035 gallons/day (.067 MGD). As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.

Solid Waste
The proposed FLUM amendment will have a maximum potential net increase of 7,039 lbs. of solid waste/day. The City currently has an interlocal agreement with Volusia County for solid waste disposal. There is adequate capacity at the Volusia County landfill to accommodate the additional demand.

Public Recreation and Open Space
The proposed FLUM amendment will have a maximum potential net increase in demand of 6.5 acres of park facilities. The City currently has adequate capacity to accommodate the additional demand.

Public Schools

The proposed FLUM amendment will have a potential net increase in demand of 62 student stations. At the time of site plan review/plat process, the property owner and/or developer will need to coordinate with the School district to determine the current availability of student stations and if necessary, develop a proportionate-share mitigation agreement.

Stormwater

N/A. Stormwater treatment facilities are reviewed for consistency with LOS during site plan review. The LOS standards for stormwater quantity and quality, at a minimum, shall be the requirement established by the SJRWMD and other applicable regulatory requirements.

Table 2 Public Facilities Impact Analysis

***Proposed FLUM designation includes specific policy to limit development to 743 dwelling units.**

****Current FLUM development potential is based on current limit of 416 dwelling units.**

Density[1]	# of units or square feet of development	Transportation (PHT)[2]	Potable Water (GPD)[3]	Sanitary Sewer (GPD)[4]	Solid Waste (lbs./day)[5]	Recreation and Parks (8 acres/ 1000 pop.)[6]	Public Education (students)[7]	Stormwater Drainage[8]
Proposed FLUM designation*								
Residential & Conservation	743	721	176463	152315	15993	14.9	141	N/A
	Total	721	176463	152315	15993	14.9	141	N/A
Current FLUM designation**								
Residential & Conservation	416	404	98800	85280	8954	8.3	79	N/A
	Total	404	98800	85280	8954	8	79	
Net Change		**317**	**77,663**	**67,035**	**7,039**	**6.5**	**62**	**N/A**

Footnotes:

[1] Calculation of Density: Lot Size (acre)*# of units/acre, or determined by site specific policy

[2] Transportation: Single Family Residential - Detached, PM Peak Hour Trips (PHT), ITE Code 210 = 0.97 Trips/Unit, ITE Trip Generation Manual, 12th Edition

[3] Potable Water: Residential = # of units*2.5*95 gallons/capita/day

[4] Wastewater: Residential = # of units*2.5*82 gallons/capita/day

[5] Solid Waste: Residential Demand = # of units*2.50*8.61 lbs/capita/day

[6] Recreation and Parks: Residential Demand = # of units * 2.50 *8 acres/1000 persons

[7] Public Education Residential: = Based on multiplier provided by Flagler County School District.

[8] Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

Analysis: Staff recognizes that the construction of the units in the planning area will not occur all at once. While land use approvals establish what may be developed, they do not guarantee utility service at any particular point in time. Before development can proceed, developers must submit utility applications for service, and the City evaluates available capacity based on existing system conditions and projected demand. As capacity thresholds are approached, the City plans, designs and constructs additional infrastructure to ensure reliable service.

ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS

Objective 1.1.3-Evaluation of Amendments to the FLUM

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.1- At a minimum, the following environmental factors shall be evaluated each time FLUM amendments are proposed:

A. Topography and soil conditions including the presence of hydric soils.

B. Location and extent of floodplains and the Coastal Planning Area, including areas subject to seasonal or periodic flooding.

C. *Location and extent of wetlands, certain vegetative communities, and protected wildlife species.*
D. *Location and extent of other environmentally sensitive features.*
E. *Proximity to wellfields and aquifer recharge areas.*
F. *Impacts to potable water supply.*

The following sections discuss site conditions and original application materials. Staff has evaluated this information and established the following findings.

A. TOPOGRAPHY AND SOIL CONDITIONS

The analysis area is silviculture land with hydric soils throughout property. The site is bounded by Seminole Woods Boulevard to the south, Grand Landings subdivision and vacant property to the east, Grand Landings Phase 5 and 6 to the north, and preservation areas. According to the October 2022 Environmental Assessment, the land use proposal area does contain St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) jurisdictional wetlands; the total analysis area contains 230.31 acres of uplands, 3.30 acres of graded and drained roads, and 146.25 acres of wetlands. The wetlands detailed on the environmental assessment "Douglas – Cascades FLUCFCS/Existing Conditions Map" Figure, reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual). Further description of these features may be found in the Section C, Vegetative Communities. Since completion of the study, an approximately 160+/- acre area has been platted for single-family lots as "Seminole Trace Phase 1".

As detailed within the ERS report, the *Soil Survey of Flagler County, Florida* indicates seven (7) soil types within the property.

Analysis: There are no indicators of unique topographical reliefs or soils that would be affected by the FLUM change.

FINDING: It is not anticipated that the proposed FLUM change will negatively impact the local topography or prevent the proposed development permissible within the FLUM designation.

B. FLOODPLAINS

No floodplain information was provided in the ERS report. Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) source indicates that a small area within the subject property lies within a Special Flood Hazard Area (SFHA).

Analysis: A portion of the Subject Property (at the western side) is located within Zone A.

FINDING: The proposed FLUM change could potentially negatively impact the function of the SFHA, however, if floodplain is impacted, compensatory storage will be required within the same defined floodplain's hydrologic sub basin as the placement of the fill pursuant to section 10.02.11B Land Development Code.

C. VEGETATIVE COMMUNITIES

According to the ERS report, the assessment area is comprised of the following vegetative community types and features.

1. Pine Plantation (441): ± 230.31 acres
2. Hydric Pine Flatwoods (625): ± 146.25 acres
3. Graded/Drained Road (8145): ± 3.30 acres

Analysis: There are wetlands located on the property and any impacts will need to be permitted through St. Johns River Water Management District (SJRWMD) and/or the Florida Department of Environmental Protection (FDEP).

FINDING: There are extensive wetlands on the property of undetermined quality. The Uniform Mitigation Assessment Method (UMAM) sheets are required to determine quality on site. It is staff's opinion, and consistent with the Comprehensive Plan, that all potentially high quality wetlands that are larger than 10 acres are to be designated Conservation on the Future Land Use Map.

D. PROTECTED SPECIES DISTRIBUTION/ WILDLIFE UTILIZATION

The submitted ERS report documents that Potentially Occupied Gopher Tortoise (*Gopherus polyphemus*) burrows were located on-site. The wood stork (*Mycteria americana)* and Florida Black Bear (*Ursus americanus floridanus*) was noted as having a likely probability of occurrence.

Analysis: The ERS report stated that there is potential for wildlife to utilize the property as it is mostly surrounded by other vacant land, however, as previously mentioned an approximately 160 acre area has been platted as "Seminole Trace Phase 1" subdivision. Additionally, a 119+/- acre parcel to the east is currently in the process of amending its land use designation with Flagler County.

As stated in the report, wildlife utilization may change over time due to various factors as described above. To ensure that the referenced species and any potentially occurring species in the future, the Unified Land Development Code (Section 10.04.03.A, LDC) requires that a listed species study is performed by a Qualified Environmental Professional (QEP) at site plan or preliminary plat. Further, a study is valid for one year for the property that was investigate to capture any changes in wildlife utilization.

FINDING: The proposed FLUM amendment will not change the need to relocate the Gopher Tortoise prior to any development activities. This need remains no matter what the FLUM designation.

E. GROUNDWATER RESOURCE PROTECTION

According to City maintained data, the Subject Property contains three (3) known wellsites.

Analysis: The amendment is not within an aquifer recharge area but does have multiple wellsites located throughout the Subject Property.

FINDING: The proposed land use change is not anticipated to impact groundwater resources pursuant all guidelines are followed. These wellsite's will require a Primary Wellhead Protection Zone with a fixed 500-foot radial setback distance and be required to adhere to Restrictions within wellhead primary and secondary protection zones pursuant to section 10.03.05 of the Land Development Code.

F. HISTORICAL RESOURCES

A Cultural Resource report was provided. They performed 130 total shovel tests, which resulted in no archeological or historic resources being identified.

Analysis: Staff analyzed the cultural report that was provided.

FINDING: The report was found to be in order. It is staff's determination that based on this document the proposed FLUM amendment will have no adverse impact on historical or cultural resources.

LAND USE COMPATIBILITY ANALYSIS

Policy 1.1.3.3 – At a minimum, compatibility with proximate uses and development patterns shall be considered when evaluating proposed FLUM amendments.

A. This policy shall not be construed to mean that different categories of uses are inherently incompatible; rather, it is intended to promote the use of transitional areas where densities and intensities can be appropriately scaled.

B. Buffers are encouraged as an effective means of transition between areas where there is a greater degree of disparity in terms of densities and intensities.

C. Impacts to the health, safety, and welfare of surrounding residents shall be considered.

Surrounding Future Land Use Map Designation:
North: Residential (City of Palm Coast designation)
South: Residential (City of Palm Coast designation)
East: Agriculture & Timberlands (Flagler County designation)
West: Conservation (Flagler County designation)

Surrounding Zoning Designation:
North: Master Planned Development (City of Palm Coast designation)
South: Single Family Residential (City of Palm Coast designation)
East: Agriculture & New Rural Communities-Planned Unit Development (Flagler County designation)
West: Planned Unit Development (Flagler County designation)

Surrounding Property Existing Uses:
North: Vacant Single Family – Grand Landings Subdivision (City of Palm Coast)
South: Single Family Residential – Seminole Woods Neighborhood (across Seminole Woods Blvd.) (City of Palm Coast)
East: Vacant (Flagler County)
West: Vacant (Flagler County)

North

The parcels to the north are designated Residential on the Future Land Use Map (FLUM) with a zoning designation of Master Planned Development. These properties are more commonly known as Grand Landings. These lands are mainly vacant but are starting to be developed for single-family homes (attached and detached). The proposed FLUM amendment is consistent with the existing designation and will not have a detrimental impact on these parcels.

East

The area to the east of the subject property is within the boundaries of unincorporated Flagler County and are currently vacant with a Flagler County FLUM designation of Agriculture & Timberlands. Additionally, these properties are zoned Agriculture, and New Rural Communities-Planned Unit Development. Currently, there is an approximately 119 acre parcel in unincorporated Flagler County with a pending request for a FLUM amendment to Mixed Use High Density/High Intensity with a proposed density limit of 7 du/acre and a .40 Floor to Area Ratio (FAR). Based on these limits the development may have a maximum yield of 502 dwelling units and 829,730 sq. ft. of non-residential with 25% of project area remaining as open space.

South

Abutting the subject property to the south is Seminole Woods Blvd. (a 2-lane Major Collector roadway). Continuing across Seminole Woods Blvd. is the Seminole Woods neighborhood which was originally platted by ITT in the early 1970s as a single family residential neighborhood. These lots are zoned for single family use and continue to be developed as such. The proposed amendment will not hinder the continued development of the neighborhood for single family residential use.

West

Finally, the parcels to the west are within unincorporated Flagler County and currently have a FLUM designation of Conservation (Flagler County designation). These lands were conveyed to public ownership (Flagler County) in 2005 as part of a conveyance agreement between the property owners at the time (The Reserve, LLC) and Flagler County. The proposed FLUM amendment will not hinder the function of these areas for Conservation purposes.

Overall, staff does not find any incompatibility with the proposed increase in the maximum number of units from 416 to 743 as well as redesignating of different areas to Residential & Conservation.

CONSISTENCY WITH COMPREHENSIVE PLAN

In addition to being consistent with Objective 1.1.3 and Policy 1.1.3.3 which establishes the criteria for review of Future Land Use Map Amendments as provided in the previous section. The proposed amendment is consistent with the following policies in the Comprehensive Plan:

Policy 1.1.4.3 – Land use patterns are 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.

Analysis: The proposed amendment is consistent with Policy 1.1.4.3, the potential of additional residential use along a major collector (Seminole Woods Blvd.) is appropriate. Furthermore, Seminole Woods Blvd. as a collector road provides direct access to a major commercial corridor in the City (State Road 100), as well as one of the main north-south routes in the County (US-1). Finally, water and wastewater mains are within proximate distance of the project site and will be extended by the developer/property owner.

The additional number of dwelling units proposed in the amendment will add to the demand on the City's capacity for water and sewer treatment. The impact of this demand will be further reviewed and analyzed as part of the technical review process (either technical site plan or a plat) to determine if there is adequate capacity to serve any proposed development. Any deficiency in treatment capacity may require denial of a development order or a mitigation agreement to address the deficiency.

Policy 1.3.1.1 - The City shall ensure that the location and timing of new development is coordinated with the provision of public facilities through the use of growth management measures being included in the LDC such as development phasing, programming, and appropriate sizing of public facilities.

Analysis: The proposed amendment is consistent with Policy 1.3.1.1. As previously stated, the developer/landowner of the subject site will need to coordinate with the City Utilities Dept. to ensure that the available infrastructure can accommodate the proposed development program. Any need to extend water or wastewater mains to the site will be the responsibility of the developer/property owner. Additionally, more in-depth analysis of the demands on public facilities/infrastructure will occur during the site plan/platting phase of development. During this phase a concurrency test will occur to ensure that there is adequate infrastructure capacity including treatment to accommodate the impacts of proposed development.

Policy 5.1.3.2 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for potable water facilities and wastewater facilities where connection is available consistent with Policies 1.1.1.2 and 1.1.3.2. For the purposes of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.

Analysis: The proposed amendment is consistent with Comprehensive Plan policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.

Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available as set forth in State law and City regulations. The City shall minimize the use of septic tanks in accordance with the provisions of Objective 5.2.3 and policies implementing that objective. For the purpose of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.

Analysis: The proposed amendment is consistent with Comprehensive Plan policy above to designate urban densities or intensities in areas that have sufficient existing or planned capacity for sanitary sewer facilities.

Policy 6.1.9.10- The Conservation future land use designation shall be established on the FLUM to provide protection of wetland systems and other environmentally sensitive lands consistent with the Comprehensive Plan Goals, Objectives and Policies. This FLUM designation provides for preservation of large interconnected optimal wetland systems and other high quality environmentally sensitive areas. Conservation areas are generally a minimum of 10 acres in size, with most being substantially larger. Other areas, which may be classified Conservation, include natural water bodies and lakes, estuaries, oak hammocks and other large areas consisting of native vegetation areas, wildlife corridors, and aquifer recharge zones. Unlike most of the other land use designations that follow property lines, the boundaries of most areas assigned this land use designation have been drawn to encompass the environmentally sensitive area using best available aerial mapping data.

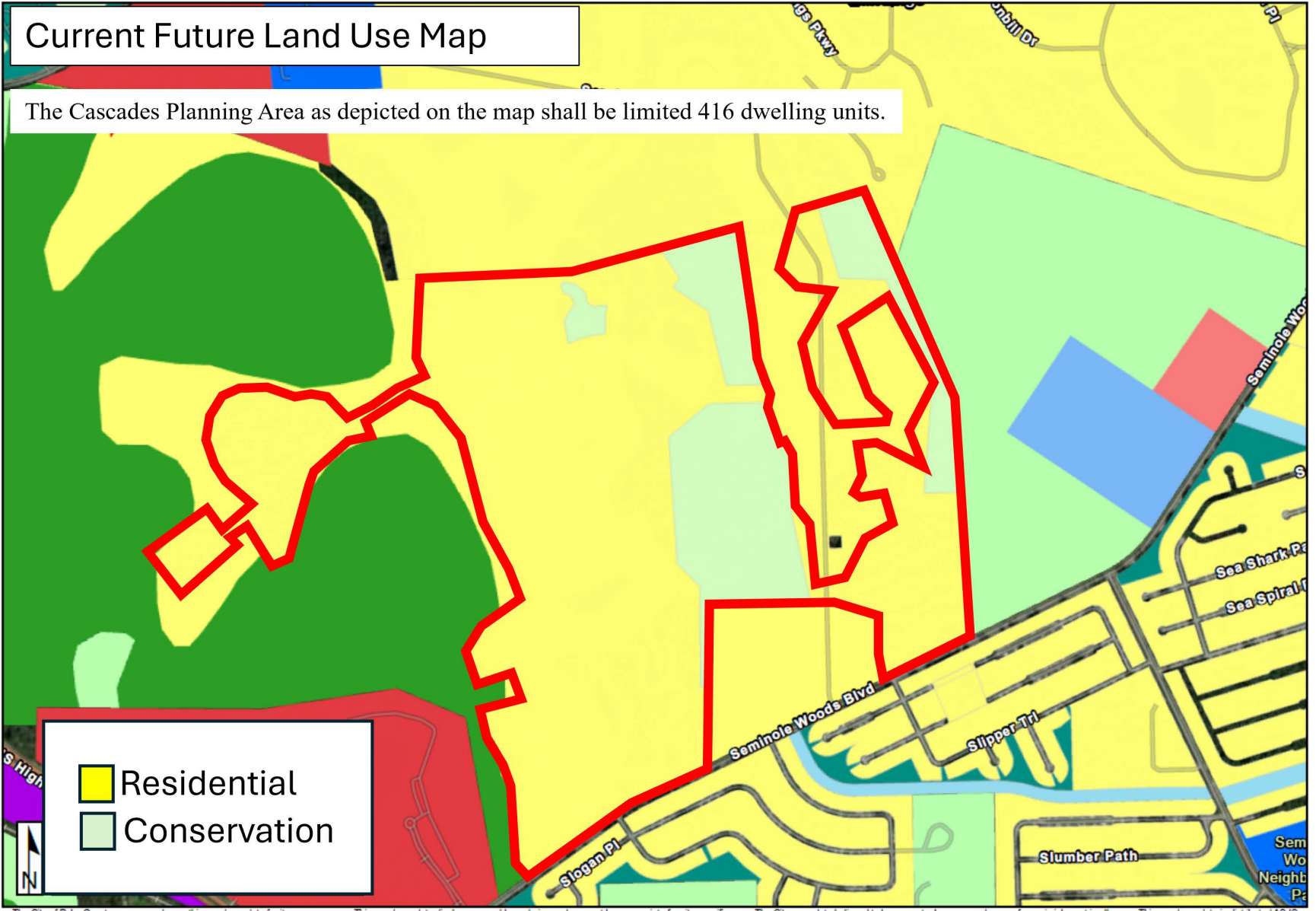
Analysis: The proposed realignment by the applicant will result in a net decrease of Conservation designated areas by 4.5+/- acres (from +/-63.8 to +/-59.2). As previously stated, some of the smaller Conservation areas, notably a 2.46 acre site remains as Open Space/Wetland Preservation Area on the Cascades Plat. The proposed amendment to create a connected "Conservation" area through the center of the planning area is appropriate and is consistent with the Comprehensive Plan policy for designating "Conservation" areas.

RECOMMENDATION

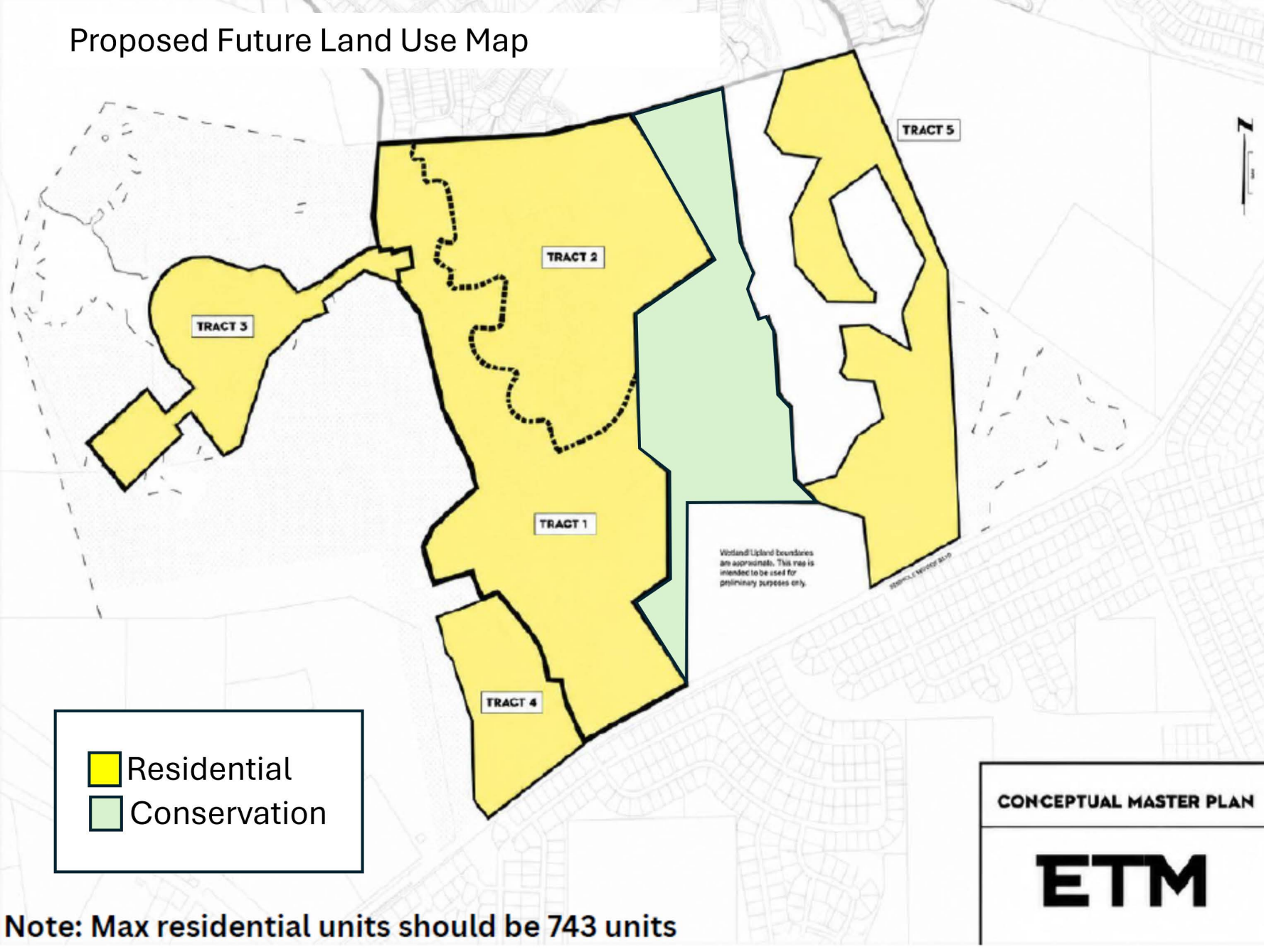
The Planning and Land Development Regulation Board held a public hearing on August 19 and recommended that City Council APPROVE/DENY the proposed FLUM amendment. Staff will provide the outcome at the City Council public hearing.

Current Future Land Use Map

The Cascades Planning Area as depicted on the map shall be limited 416 dwelling units.



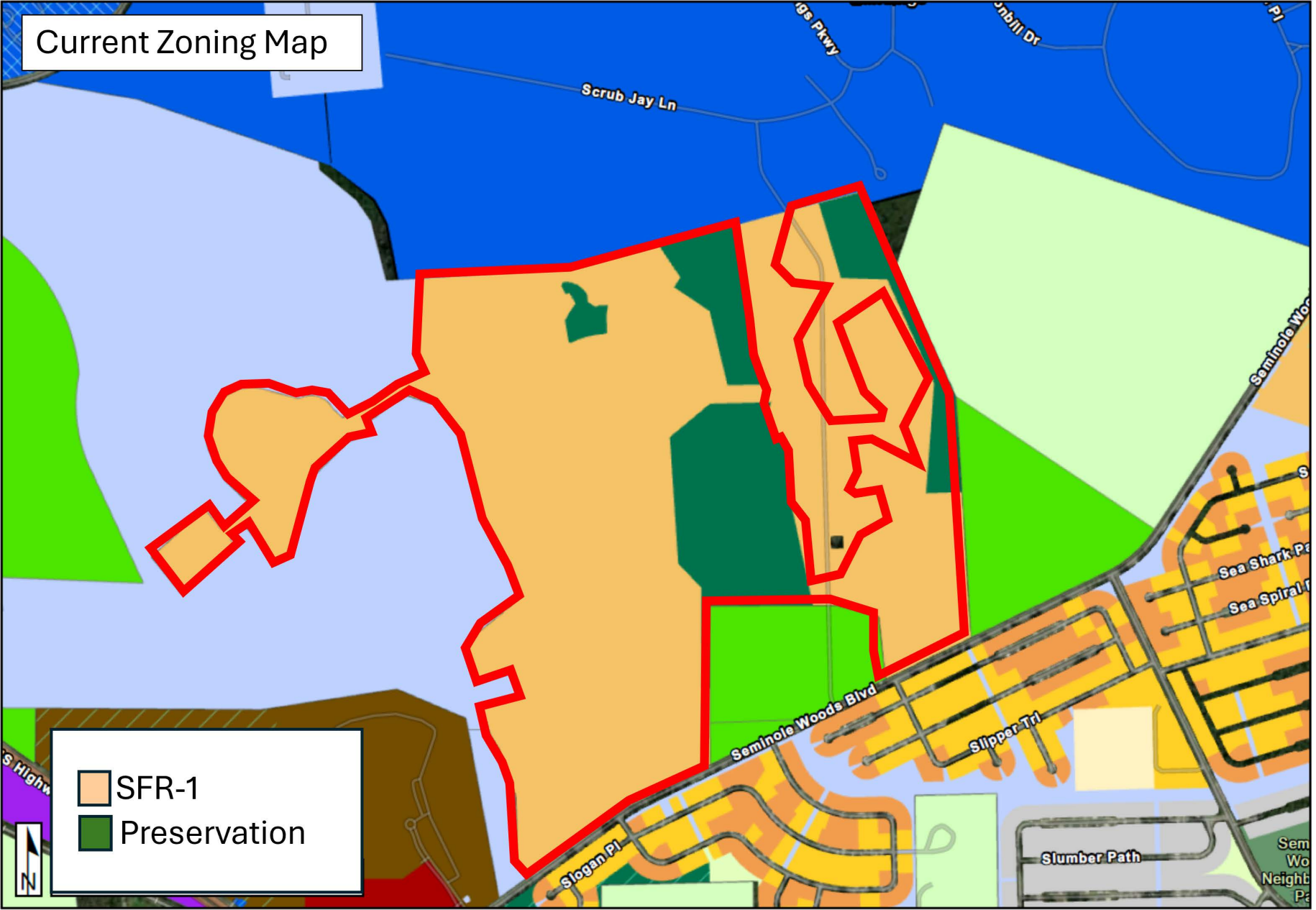
Proposed Future Land Use Map



CONCEPTUAL MASTER PLAN

ETM

Note: Max residential units should be 743 units


Current Zoning Map
Scrub Jay Ln
Seminole Woods Blvd
Slipper Trl
Slogan Pl
Slumber Path
Sea Shark Pa
SFR-1
Preservation
N

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, of counsel
Christy E. Earls

Michael D. Chiumento III
Managing Partner
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Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

August 13, 2026

RE: Cascades at Grand Landings
Rezoning Master Planned Development Application Number 6418
Future Land Use Amendment Small Scale Application Number 6419

Dear Mr. Papa:

On Tuesday, August 11, 2026 at 6:00 p.m., the Applicant on the above-referenced applications conducted a neighborhood information meeting held at the Flagler Palm Coast High School, 5500 FL – 100, Palm Coast, Florida 32164. As is noted by the attached sign-in sheet there were three (3) neighborhood members present at the meeting. Further present at the meeting was Jose Papa, Senior City Planner with the City of Palm Coast (also listed on the sign-in sheet), Walker Douglas as representative of the developer, and attorney Christy Earls from our firm.

During the neighborhood meeting, the attendees asked several questions regarding the applications. Below is a reproduction of those questions/concerns and the Applicant's response in *italics* directly beneath the question.

Please let us know if the City has any questions regarding this matter.

- **Concern regarding water usage associated with the proposed development.**
  The Applicant acknowledged the concern regarding water usage and explained that the proposed development will be required to comply with all applicable City requirements relating to water service, capacity, and consumption as the project proceeds through the development review and permitting process.

- **Concern regarding the potential impact of the proposed development on existing wells and groundwater availability.**
  An attendee expressed concern that her existing well appears to be experiencing reduced water availability and questioned whether the addition of new residences could further impact groundwater resources in the area. The Applicant explained that the proposed development will be required to comply with all applicable City and utility requirements regarding water service and availability.

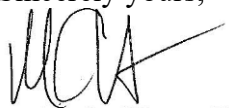
- **Concern regarding flooding during hurricanes and other significant storm events.**
  The Applicant explained that stormwater management has been incorporated into the project design, including numerous retention ponds throughout the proposed development. The stormwater management system will be required to satisfy applicable City requirements and is

intended to appropriately accommodate and mitigate stormwater impacts associated with development of the property, including during significant rainfall events.

- **Concern regarding additional traffic generated by the proposed development.**
  The Applicant explained that a traffic study will be performed to evaluate the anticipated traffic impacts associated with the proposed development. The project will be required to comply with the City's applicable transportation and traffic requirements based upon the results of that study.

- **Inquiry regarding whether a westbound left-turn lane or other roadway improvement may be necessary to accommodate traffic associated with the project.**
  City staff explained that certain improvements to the existing roadway system, including issues associated with a potential westbound left-turn lane, involve matters within the City's responsibility and control. The Applicant further explained that the project's traffic impacts will be evaluated through the required traffic study and that the development will comply with any applicable requirements identified through the City's review of that study.

Sincerely yours,



Michael D. Chiumento III

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180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

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BUNNELL, FL 32110

AARON WANDA LYNN
105 SLOGANEER TRAIL
PALM COAST, FL 32164

AGUERO VIVIANA PEREZ
& YUNIER E FALCON MARTINEZ W&H
34 SLIPPER ORCHID TRL E
PALM COAST, FL 32164

ALESSANDRI VICTOR RICHARD
& SHARON LEE H&W
35 E SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

ALTMAN MAKSIM
104 NIGHTHAWK LANE
PALM COAST, FL 32164

ANDRADE MANUELA & ARTUR P H&W
20 SLIPPER FLOWER PATH E
PALM COAST, FL 32164

APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

AUCELLA MICHAEL JOSEPH & MELISSA
108 NIGHTHAWK LANE
PALM COAST, FL 32164

AXE CAP INVESTMENTS LLC
2991 E WHITE STAR AVENUE
ANAHEIM, CA 92806

BAIR JOSEPH KEVIN & DIANE KAY H&W
112 NIGHTHAWK LANE
PALM COAST, FL 32164

BEAUVOIR JONATHAN GEORGE &
JOAN LIZ PAINSON & MARIE LISA BEAU
6 SLIGO MILL CT
PALM COAST, FL 32164

BECKWITH HERBERT &
LOIS H&W
912 N PENINSULA DR
DAYTONA BEACH, FL 32118

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOYER CLIFTON C & DEBRA G H&W
121 NIGHTHAWK LANE
PALM COAST, FL 32164

BRADY HELENA
110 NIGHTHAWK LANE
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CARLSON JOSHUA
116 NIGHTHAWK LANE
PALM COAST, FL 32164

CATALANO MICHAEL & LISA H&W
18 SLIPPER FLOWER PATH
PALM COAST, FL 32164

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P O BOX 70
FLAGLER BEACH, FL 32136

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CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONNELLY WANDA B
39 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

CONWAY THOMAS & CAROLYN H&W
106 NIGHTHAWK LANE
PALM COAST, FL 32164

COOK RANDY D & VICTORIA B H&W
12 SLIPPERY ROCK PL
PALM COAST, FL 32164

CROWELL SUSAN JANET
107 NIGHTHAWK LN
PALM COAST, FL 32164

DAVIS WILLIAM
& NORRIE FULFORD JTWROS
6 SLIPPER ORCHARD TRAIL W
PALM COAST, FL 32164

DE LIMA ALEX OLIVEIRA RODRIGUES &
105 NIGHTHAWK LANE
PALM COAST, FL 32164

DELEO GIA
119 NIGHTHAWK LANE
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

ELDER PATRICK & REBECCA
OSTALKIEWICZ
5 SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

ETC CUSTODIAN FBO
KIM WEAGLEY IRA
11050 QUAKER STREET
CONSTANTINE, MI 49042

FKH SFR M LP
600 GALLERIA PARKWAY SUITE 300
ATLANTA, GA 30339

FKH SFR M LP
FIRSTKEY HOMES
600 GALLERIA PARKWAY SUITE 300
ATLANTA, GA 30339

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PALM COAST, FL 32164

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& MICHAEL J W&H
30 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

FORTE JESSICA ANN
2 SLIGO MILL COURT
PALM COAST, FL 32164

FREDERIC WADELINE &
NEHEMIE MOISE JTWROS
7 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

GARRETT GREGORY J & LAARNI
ALVARADO GARRETT H&W
6 SLIPPERY ROCK PLACE
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JACKSONVILLE, FL 32256

GRAPER JOHN G
29 SLIPPER ORCHID TRAIL
PALM COAST, FL 32137

GUERRERO JONSON
& ANA N URRISTE
42 FAIRBANK LN
PALM COAST, FL 32137

HARVEY KIPPER SCOTT & ALICIA LIGU
115 NIGHTHAWK LANE
PALM COAST, FL 32164

HASHMY KHATIJA A
TRUSTEE
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CHICAGO, IL 60640

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE BOULEVARD
MELBOURNE, FL 32935

HOTALING TAMMY & TODD R W&H
5 SLIPPER FLOWER PATH
PALM COAST, FL 32164

HOUTZ JEFFREY & DAWN LOUISE H&W
8 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

HUBERT KAREN T
3 SLIPPER FLOWER PATH W
PALM COAST, FL 32164

JTL GRAND LANDINGS DEVELOPMENT
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DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT
LLC
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DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
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DALLAS, TX 75248

KASHCHEYEV YURIY M
& TATYANA Y RUZHYTSKA JTWROS
33 SLIPPER ORCHID TRL E
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

KOSIVI JOYCE
9 SLIPPERY ROCK PL
PALM COAST, FL 32164

LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

MAGGIO MICHAEL & MARCELLE H&W
50 MEADOWBROOK RD
BRICK, NJ 08723

MAYFIELD JOHN A
& KRISTEN LEWIS JTWROS
31 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

MYERS DIANA JEAN
22 SLIPPER FLOWER PATH E
PALM COAST, FL 32164

NEWTON RENEE
2 SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

PANIAGUA LILY C
172 NEWBURY ST
BROCKTON, MA 02301

PANIAGUA LILY
172 NEWBURY ST
BROCKTON, MA 02301

PIERRE LUCEY LUNIQUE
8 SLIGO MILL COURT
PALM COAST, FL 32164

REMISHEVSKIY LARISA & OLEG
REMISHEVSKIY W&H
36 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

RISTESKI ZORAN
131 ORCHARD STREET
ELMWOOD PARK, NJ 07407

RODGERS JEANETTE
114 NIGHTHAWK LANE
PALM COAST, FL 32164

RODRIGUEZ VICTOR
& NILDA ESMERALDA H&W
4 SLIGO MILL COURT
PALM COAST, FL 32164

RUCHKIN VITALIY &
TATYANA SIDORKINA JTWROS
2360 BRIGHAM ST
BROOKLYN, NY 11229

SARKARY HOMI G
1 TALL TREE LANE
POUGHKEEPSIE, NY 12601

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BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST PO BOX 755
BUNNELL, FL 32110

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
185 CYPRESS POINT PKWY
PALM COAST, FL 32164

SOFIO DAWN
& MICHAEL ROBERT AMERI JTWROS
103 NIGHTHAWK LANE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA ANN
H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA
ANN STOLTZ H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

THORNTON STEPHANIE ROSE & TRAVI
109 NIGHTHAWK LANE
PALM COAST, FL 32164

ZHITNIKOV SERGEY
& SVETLANA ALTMAN H&W
457 GRAND LANDINGS PKWY
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
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FLAGLER BEACH, FL 32136

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DAYTONA BEACH, FL 32119

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BUNNELL, FL 32110

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JACKSONVILLE, FL 32256

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

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DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLORES OSWALDO F & DAYMARA
CAMALLERIS-VERDECIA H&W
4 SLOGAN PLACE
PALM COAST, FL 32164

GONCALVES JOSE M CORDEIRO
& PAULA CRISTINA ANDRE CACOILO G(
5 SLOCUM PATH
PALM COAST, FL 32164

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

MELENDEZ JOHN STEPHON
& EVELYN REYES JTWROS
2 SLOGAN PLACE
PALM COAST, FL 32164

MESSINA THERESA ANN & JOHN JR W8
6 SLOGAN PL
PALM COAST, FL 32164

MUNDY WILLIAM JAMES &
CHRISTINA MARIE MUNDY H&W
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OTLR BMO 2 LLC
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MIAMI, FL 33181

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SCOTTSDALE, AZ 85261

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AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

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ATLANTA, GA 30328

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1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

GIORDANO MICHAEL & MARIA
130 NEW VALLEY RD
NEW CITY, NY 10956

GRAYBEAL STEVEN
22 SLOGAN PLACE
PALM COAST, FL 32164

JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
16 SLOGAN PLACE
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

MCDONALD GLADSTONE
96 INTERBORO PKWY
BROOKLYN, NY 11207

NEIMAND WOLFGANG &
NEREIDA NEIMAND
1837 W 5 TH ST
PISCATAWAY, NJ 08854

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
28 BURNHAM DRIVE
FORDS, NJ 08863

SEAGATE HOMES LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32134

SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

AARON WANDA LYNN
105 SLOGANEER TRAIL
PALM COAST, FL 32164

AGUILAR IRMA & ANNA TORRES
359 LINCOLN STREET
WORCESTER, MA 01605

AMBROSE RONALD & DIANNE H&W
11 SLOGANEER TRAIL
PALM COAST, FL 32164

AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

ANGERT YAKOV &
VICTORIA ANGERT
7375 SW 101ST AVE
BEAVERTON, OR 97008

APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOTELHO ERIC
& MELISSA R ROSENTHAL JTWROS
23 SLOGANEER TRL
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CHAN KIMLEANG & SEAVKONG TANN A
103 SLOGANEER TRL
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONDUS THOMAS L &
PRESENTACION AMC
118 CHURCH STREET
LAKE RONKONKOMA, NY 11779

CORRALIZA PARBATIE
& EDDUNIO J CORRALIZA W&H
5 SLOGAN COURT
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DUBOIS DAVID A &
RHONDA M H&W
27 SLOGANEER TRL
PALM COAST, FL 32164

DUFFY CHRISTINA D
194 ADAMS WAY
SAYVILLE, NY 11782

EATON STEPHEN & SUSAN H&W
27 SLOCUM PATH
PALM COAST, FL 32164

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FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

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21 SLOCUM PATH
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PALM COAST, FL 32164

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CHRISTINA ROSE HUTCHINS JTWROS
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PALM COAST, FL 32164

JACOBS BRANDON L
& DIANA E H&W
5 SLOGAN PLACE
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LAMBERT JOANNE TRUSTEE
150 STANDISH DRIVE
ORMOND BEACH, FL 32176

LAU AGNES
LIFE ESTATE
8 SLOCUM PATH
PALM COAST, FL 32164

MANJARRES CHASE & SALINA H&W
6 SLOCUM PATH
PALM COAST, FL 32164

MARKS KRISTINE A
8 SLOGANEER TRAIL
PALM COAST, FL 32164

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MESSINA THERESA ANN & JOHN JR W8
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LYNNE H&W
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MONTERO ALBERTO ZELEDON
& OLGA VIRGINIA MESEN MURILLO H&\
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PALM COAST, FL 32164

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JULIE ANNETTE OVERTON H&W
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PALM COAST, FL 32164

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

PALM COAST SLOGAN LLC
304 S JONES BLVD #5313
LAS VEGAS, NV 89107

PANIAGUA LILY C
172 NEWBURY ST
BROCKTON, MA 02301

PANIAGUA LILY
172 NEWBURY ST
BROCKTON, MA 02301

RAMSARAN RICARDO
7 SLOGAN PLACE
PALM COAST, FL 32164

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
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SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
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SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

SHOCKLEY SARA IRLAND
3 SLOGAN PLACE
PALM COAST, FL 32164

SLOVAK JOHN L AND
HELLEN J (TRUSTEES)
200 W CR 330
BUNNELL, FL 32110

SMITH CONNOR CHRISTIAN
& ALEXANDRA MARIE MASON JTWROS
17 SLOGANEER TRL
PALM COAST, FL 32164

SW PROPERTY HOLDINGS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

Cascades

NEIGHBORHOOD MEETING – TUESDAY August 11, 2026

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS
Hellen Stanard	200 CR 330	405-317-9173	
John Stanard	200 CR 330		
Eddunio J. Correa/iz	5 Slogan Ct	305-773-0992	eddunioCorrea/iza@gmail.c
José Papa	160 Lake Ave		jpapa@palmcoastgov.com

Future Land Use Map Amendment Application Form

COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY

Application # _____ Submittal Date _____

Application Fee Paid ☐ Yes ☐ No Acceptance Date _____

Application Fee Amount $ _____ Project Manager _____

Notes _____

PART A - REQUEST

A.1 **Project Name** Cascades

A.2 **Future Land Use Map (FLUM) Amendment Type** ☐ Large-Scale ☐ Small-Scale

A.3 **Subject Property Address** Seminole Woods Blvd.

A.4 **Parcel Identification Number(s)** See attached Exhibit "B"

	Existing	Proposed
A.5 **Use of Property**	Vacant/Residential	Residential
A.6 **FLUM Designation**	Residential	Residential
A.7 **Zoning District**	SFR-1	MPD

PART B - APPLICANT INFORMATION

B.1 **Applicant** ☑ Owner *(If Checked, Skip B.2 - B.4)* ☐ Authorized Agent

B.2 **Agent Name** Michael D. Chiumento III **Title** Attorney for Byrndog PCP, LLC

B.3 **Agent Company** Chiumento Law, PLLC

B.4 **Agent Address** 145 City Place, Suite 301, Palm Coast, FL 32164

B.5 **Contact Information** **Phone** (386) 445-8900 **Fax** (386) 445-6702

Email Address Michael3@legalteamforlife.com

B.6 **Owner Name** Byrndog PCP, LLC KL Seminole Trace, LLC & JTL Grand Landings Development, LLC

B.7 **Owner Address** _____

PART C - ADDITIONAL INFORMATION

C.1 **Contract for Sale or Option to Purchase** ☐ Yes ☐ No *(If Checked, Skip C.2 and C.3)*

C.2 **Parties Involved** _____

C.3 **Contract/Option** ☐ Contingent ☐ Absolute

C.4 **Pre-Application Meeting** **Date** _____ ☐ **Waived by Staff**

_____ **Initials** *(Staff Only)*

C.5 **Received and Read Applicant's Handbook** ☐ Yes ☐ No

PART D - DATA AND ANALYSIS CHECKLIST

Proof of Ownership / Property Information ❑ Original Recorded Warranty Deed
❑ Boundary Survey and Legal Description ❑ Development Timetable
❑ Sales or Option to Purchase Contract *(if applicable)*

Agent Authorization ❑ Signed and Notarized Authorization Form *(ONLY if Agent is Applicant)*

Density / Intensity and Population ❑ Density/Intensity and Population Analysis

Public Facilities Availability ❑ Traffic Data and Analysis ❑ Potable Water Data and Analysis
❑ Potable Water Availability Worksheet ❑ Wastewater Data and Analysis ❑ Letter from Utility Department
❑ Solid Waste Data and Analysis ❑ Public Recreation and Open Space Data and Analysis
❑ Public Schools Data and Analysis

Environmental and Cultural Resources ❑ Preliminary Environmental Site Assessment

Consistency with Comprehensive Plan ❑ Comprehensive Plan Consistency Analysis

Other ❑ Land Use Compatibility Analysis ❑ Intergovernmental Coordination Analysis
❑ Urban Sprawl Analysis *(May be Required)* ❑ List of Property Owners
❑ Proof of Meetings(s) with Neighborhood and Home Owners' Associations
❑ Letters of Support *(Optional)*

PART E - ACKNOWLEDGEMENTS, AUTHORIZATION, AND CERTIFICATION

By my signature hereto, I do hereby certify that the information contained in this Application is true and correct to the best of my knowledge, and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this Application.

I hereby authorize City staff to enter upon my property at any reasonable time for the purposes of investigating and reviewing this request. I hereby agree to place a public notice sign (placard) on my property at a location(s) to be determined by City staff.

I further acknowledge that the City of Palm Coast may not defend any challenges to my proposed Future Land Use Map amendment (Comprehensive Plan Text amendment) and related development approvals, and that it may be my sole obligation to defend any and all actions and approvals, which authorize the use or development of my property. Submission of this form initiates a process and does not imply approval by the City of Palm Coast or any of its boards, commissions or staff.

I further acknowledge that I have read the information contained in this application form pertaining to proposed amendments to the official Zoning Map, official Future Land Use Map, and/or Comprehensive Plan and have had sufficient opportunity to inquire with regard to matters set forth therein and. Accordingly, I fully understand all applicable procedures and matters relating to this Application.

I hereby represent that I have the lawful right and authority to file this Application.

APPLICANT SIGNATURE(S) AND NOTARIZATION (if applicant is the property owner, all property owners must sign & signatures notarized) - *PLEASE USE BLUE INK*

Signature	Type or Print Name	Date
	Byrndog PCP, LLC	8-26-25

(SEAL)

State of Maine County of York

The foregoing application as acknowledge before me this 26th day of August, 2025 by Jeffrey R. Douglas, who is/are personally known to me, or who has/have produced Drivers License as identification.

Signature of Notary of Public

PART D - DATA AND ANALYSIS CHECKLIST

Proof of Ownership / Property Information ☐ Original Recorded Warranty Deed
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APPLICANT SIGNATURE(S) AND NOTARIZATION (if applicant is the property owner, all property owners must sign & signatures notarized) - *PLEASE USE BLUE INK*

Signature	Type or Print Name	Date
	David M. West, as Manager of JTL Grand Landings Development, LLC	8/21/25

Signature of Notary of Public

Eric Phillip Hannaman
My Commission Expires
6/2/2026
Notary ID 131582651

State of TEXAS County of DALLAS

The foregoing application as acknowledge before me this 21 day of August, 2025 by David M. West, who is/are personally known to me, or who has/have produced DRIVERS LICENSE as identification.

PART D - DATA AND ANALYSIS CHECKLIST

Proof of Ownership / Property Information ❑ Original Recorded Warranty Deed
❑ Boundary Survey and Legal Description ❑ Development Timetable
❑ Sales or Option to Purchase Contract *(if applicable)*

Agent Authorization ❑ Signed and Notarized Authorization Form *(ONLY if Agent is Applicant)*

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❑ Potable Water Availability Worksheet ❑ Wastewater Data and Analysis ❑ Letter from Utility Department
❑ Solid Waste Data and Analysis ❑ Public Recreation and Open Space Data and Analysis
❑ Public Schools Data and Analysis

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Consistency with Comprehensive Plan ❑ Comprehensive Plan Consistency Analysis

Other ❑ Land Use Compatibility Analysis ❑ Intergovernmental Coordination Analysis
❑ Urban Sprawl Analysis *(May be Required)* ❑ List of Property Owners
❑ Proof of Meetings(s) with Neighborhood and Home Owners' Associations
❑ Letters of Support *(Optional)*

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APPLICANT SIGNATURE(S) AND NOTARIZATION (if applicant is the property owner, all property owners must sign & signatures notarized) - *PLEASE USE BLUE INK*

Signature — KL Seminole Trace, LLC By:Kolter Group, LLC, as Manager — Type or Print Name — Date

Signature — James P. Harvey — Type or Print Name — 08/25/2025 — Date

Signature — Type or Print Name — Date

BRYON T. LOPRESTE
MY COMMISSION # HH 456433
EXPIRES: January 27, 2028

State of Florida County of Hillsborough

The foregoing application as acknowledge before me this 25 day of August, 2025 by James P. Harvey, who is/are personally known to me, or who has/have produced _____ as identification.

Signature of Notary of Public

EXHIBIT “A”

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A

DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE

OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE

SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A

CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF

223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH

64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID

ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE

OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A

DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21" EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET,

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

EXHIBIT "B"

JTL GRAND LANDINGS DEVELOPMENT, LLC

29-12-31-0000-01010-0025 (44.06 acres)
29-12-31-0000-01010-0010 (0.23 acres)

BYRNDOG PCP, LLC

29-12-31-0000-01010-0021 (166.23 acres)
32-12-31-0650-000B0-0020 (20.67 acres)
30-12-31-0000-01020-0040 (35.89 acres)
31-12-31-0000-01070-0030 (2.80 acres)

KL SEMINOLE TRACE, LLC

29-12-31-0000-01020-0000 (105.52 acres)

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
Kareen Movsesyan
Sydney N. Stoneburner
Eric R. Sloan
Thomas R. Pycraft *
Christy Earls

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Ormond Beach, FL 32174

CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

January 5, 2025

City of Palm Coast
Attn: Jose Papa
Via City Portal Only

RE: Cascades at Grand Landings – Comp Plan Amendment
Application No. 6419

Dear Jose:

Please accept this letter as the Applicant's formal **cover letter** submitted in support of the enclosed **Future Land Use Map (FLUM) Amendment Application**, in accordance with the City of Palm Coast Applicant's Handbook for Future Land Use Map Amendments.

1. Subject Property Size
The subject property consists of approximately **380± acres**.

2. Existing Land Uses (Subject and Abutting Properties)
The subject property is currently utilized primarily as single-family residential, **silvicultural land**, with extensive upland and wetland areas. Abutting properties consist of a combination of **existing residential development**, **vacant land**, **conservation areas**, and lands planned for future residential development.

3. Existing Future Land Use Map Designations
The subject property is currently designated **Residential** and **Conservation** on the City of Palm Coast Future Land Use Map. Abutting properties carry a mix of **Residential** and **Conservation** designations consistent with the City's long-range planning framework.

4. Proposed Future Land Use Map Designation
The Applicant requests approval of a Future Land Use Map amendment to allow the subject property to be designated **Residential and Conservation**, with a policy limiting development to a **maximum of 780 dwelling units** within the Residential areas.

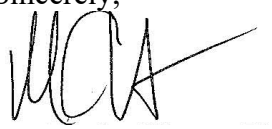
5. Justification for the Requested FLUM Amendment
The requested amendment is justified for the following reasons:

- The amendment is **consistent with the City of Palm Coast Comprehensive Plan**, including policies supporting residential development along major collector roadways such as **Seminole Woods Boulevard**.
- The site is appropriately located near existing and planned infrastructure, including **water and wastewater facilities**, and provides direct access to regional transportation corridors.
- The proposal maintains substantial **conservation areas**, protecting environmentally sensitive lands and complying with City, state, and federal environmental regulations.
- The planned development pattern is **compatible with surrounding land uses**, providing a logical transition between existing residential neighborhoods and preserved natural areas.
- The amendment supports **orderly growth**, efficient service delivery, and long-term land use planning objectives of the City.

The proposed Future Land Use Map amendment implements the City's adopted policies by balancing residential growth with environmental protection while ensuring adequate public facilities and infrastructure.

The Applicant respectfully requests that this application be reviewed for completeness and scheduled for consideration in accordance with the City's adopted procedures and applicable law. We appreciate the assistance of City staff throughout this process and remain available to provide any additional information that may be requested.

Sincerely,



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CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

June 16, 2026

City of Palm Coast
Attn: Jose Papa, Project Manager
160 Lake Avenue
Palm Coast, FL 32164
Via Portal

RE: Cascades at Grand Landings (Seminole Trace)
Future Land Use Amendment
Application Number 6419

Dear Mr. Papa:

On behalf of the applicant, please accept this response to the City's request for additional information dated January 14, 2026, regarding the above-referenced application. Each item has been addressed as follows:

1. **Transportation Impact Analysis (TIA)**

The Traffic Impact Analysis has been prepared by ETM in coordination with City staff and in accordance with the approved methodology. The analysis evaluates existing, background, and future conditions and concludes that the proposed development will not result in significant adverse impacts to the surrounding roadway network. Minor access improvements consisting of eastbound left-turn lanes at both project driveways are recommended and will be constructed in accordance with City standards.

2. **Potable Water Impact Analysis**

a. Per ETM **St. Johns River Water Management District Potable Water Availability Worksheet** doesn't exist.

b. A **Utility Department Level of Service (LOS) letter** has been requested and will be provided. The Applicant has coordinated with City Utilities to confirm service availability and

capacity. However, please remember that the City recently provided the adjacent project with a letter showing availability.

3. **Wastewater Impact Analysis**

A **Utility Department LOS letter addressing wastewater service capacity** has been requested and will be provided. Based on preliminary coordination with City Utilities, adequate capacity is anticipated to serve the proposed development without degradation of LOS. The requested coordination letter will be delivered to the City prior to the Planning Board meeting**.** However, please remember that the City recently provided the adjacent project with a letter showing availability.

4. **School Capacity Coordination**

A coordination request will be submitted to the Flagler County School District. Correspondence confirming the impact on school capacity will be provided upon receipt.

5. **FLUM Mapping and Amendment Materials**

The following materials are included with this submittal:

- Map depicting the subject property and surrounding area
    - provided
- Proposed FLUM Map amendment exhibit
    - Not needed, Not changing FLUM Map,
- Proposed FLUM text amendment (if applicable)
    - Not needed, no text amendment.

These materials accurately reflect the requested land use change and are consistent with the submitted application.

6. **Neighborhood Meeting Documentation (LDC Sec. 2.05.02)**

The required neighborhood meeting will be scheduled and conducted in accordance with LDC Section 2.05.02 **prior to Planning Board consideration**. Documentation of the meeting, including notices, attendance, and summary of comments, will be provided for the record in advance of the public hearing.

Amendment to Application and Subject Property

The Applicant hereby provides formal notice of a revision to the application to clarify the parties and property subject to the requested FLUM amendment. Specifically, **JTL Grand Landings Development** has withdrawn as an applicant to this request, and the real property associated with JTL Grand Landings Development, as more particularly described in **Exhibit "A"**, is hereby removed from the application. Accordingly, the application shall proceed solely with respect to

the property owned or controlled by KL Seminole Trace, LLC and Byrndog PCP, LLC as legally described in **Exhibit "B"**, which is incorporated herein by reference.
This modification reduces the geographic scope of the application descriptions, and supporting materials to conform to the boundary.

Conclusion and Completeness Position

The Applicant has made substantial progress in addressing all outstanding items and continues to coordinate with City staff and external agencies to finalize remaining documentation. The revision to the application described herein constitutes a reduction in scope and **does not represent a substantive change** to the requested FLUM amendment or its anticipated impacts.

Accordingly, the Applicant respectfully requests that the City continue processing the application under the existing review timeline and deem the application sufficient for further processing upon satisfaction of the remaining ministerial items identified above. We respectfully request to be placed on the **September Planning Board agenda**.

Please advise if any additional information is required at this stage.

Sincerely,

Michael D. Chiumento III
Managing Partner
MDC/cm

Enclosures

EXHIBIT "A"

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

EXHIBIT "B"

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST,

A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A

CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11"

WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING

OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH

15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE

OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC

DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A

DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE

LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Christy Earls
Diane A. Vidal, P.A.*
Thomas R. Pycraft *

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Proudly serving Flagler and Volusia Counties for over 50 years

July 21, 2026

Jose Papa, Project Manager
City of Palm Coast
Community Development Department
160 Lake Avenue
Palm Coast, Florida 32164

Re: Response to Staff Comments – Third Submittal
Cascade at Grand Landings – Future Land Use Map Amendment (Small Scale)
Application No. 6419

Dear Mr. Papa:

On behalf of the Applicant, please accept the following responses to the outstanding staff comments regarding the above-referenced Future Land Use Map Amendment application. Revised plans and supporting materials are included with this resubmittal unless otherwise noted.

PLANNING PROJECT MANAGER

Comment 1
Letter from Utilities Department regarding impact on Level of Service for the Utility Department's existing service area.
Response:
Letter was requested and will be provided when the City's Utility Department responds. Please note that it is the applicant's and its engineers experience that such analysis is not done by the City Utility Department until an application for site plan or preliminary plat are submitted.

Comment 2
Coordination letter from the School District regarding school capacity.

Response:
Forthcoming.

Comment 3
Updated proposed FLUM map showing the area subject to the proposed amendment and proposed limits for development.

Response:
The Future Land Use Map has been revised to clearly identify the property subject to the requested amendment and the proposed development limits. Please see the revised FLUM Map included with this resubmittal.

Comment 4
Neighborhood Meeting Documentation pursuant to LDC Section 2.05.02.
Response:
The required neighborhood meeting occurred on April 14, 2026. The neighborhood meeting documentation and responses were previously submitted to the City under separate cover in July 2026. For the City's convenience, those materials are attached again with this resubmittal.

Comment 5
Update the proposed FLUM map to identify the area to be covered by the proposed Seminole Trace MPD and include a note regarding the cap on the number of dwelling units.
Response:
The proposed Future Land Use Map has been revised to identify the area that will be governed by the proposed Master Planned Development. The map has also been revised to include the applicable note regarding the maximum number of residential dwelling units permitted within the planning area, as reflected in the proposed amendment.

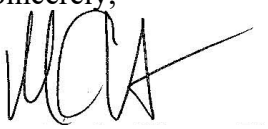
Comment 6
Resubmit Preliminary Environmental Site Assessment (PESA).
Response:
The Preliminary Environmental Site Assessment was previously resubmitted for the Cascades development and nothing has changed.

Comment 7
Additional comments may come from the Traffic Engineer.
Response:
The Applicant acknowledges this comment. Any traffic engineering comments received during the review process will be addressed as part of the continuing review of this application and, where applicable, through the subsequent Technical Site Plan and/or Preliminary Plat review process.

General Statement
The requested Future Land Use Map Amendment and the companion Master Planned Development application are intended to be reviewed together. The Future Land Use Map Amendment establishes the appropriate long-term land use designation for the property, while the companion MPD rezoning and subsequent technical site plan and preliminary plat applications will establish the detailed development standards, engineering design, and implementation requirements for the project.

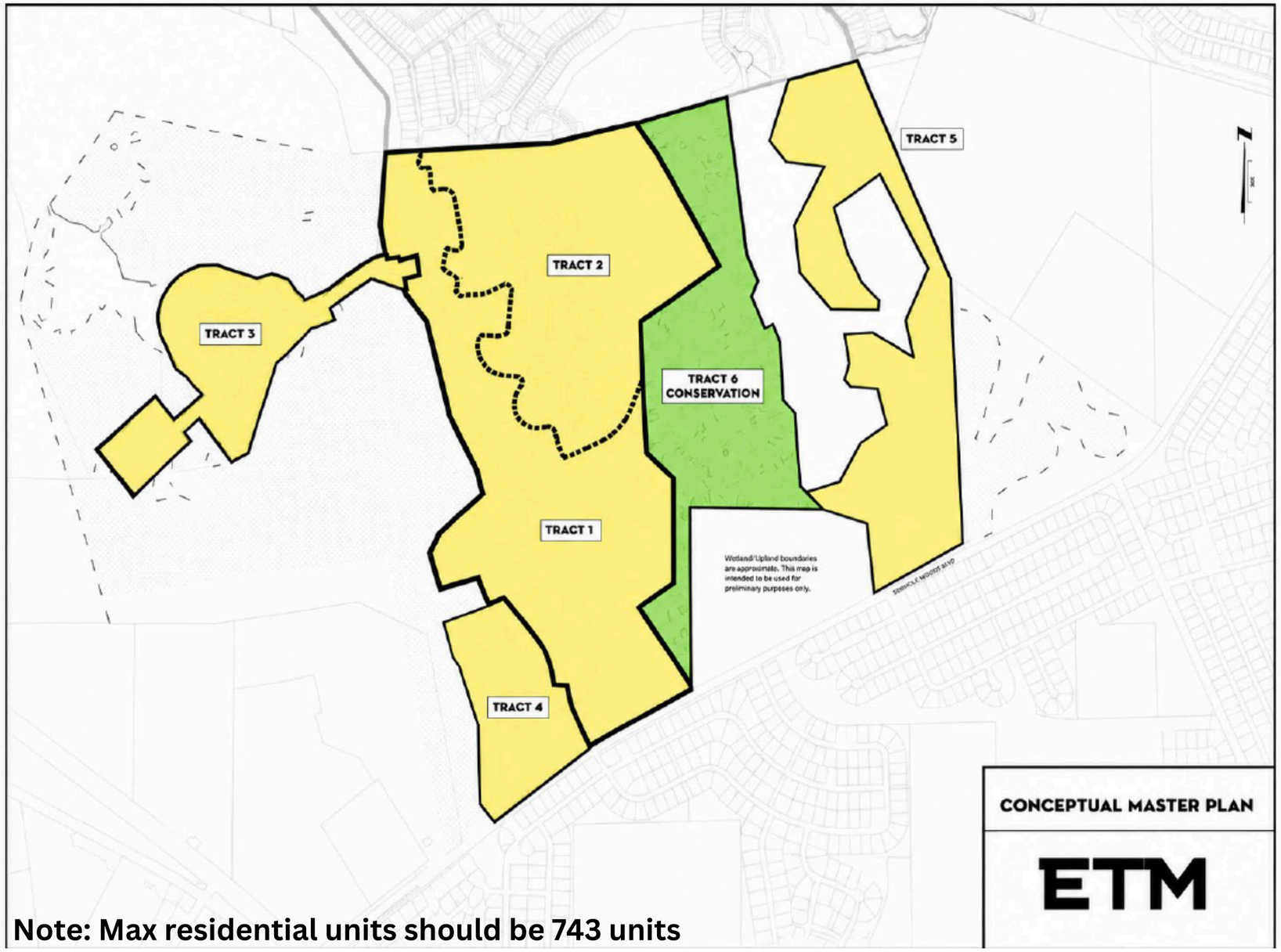
The Applicant appreciates staff's continued review of this application and respectfully requests that the application proceed toward public hearing.

Sincerely,



Michael D. Chiumento III
MDC/cm
Attorney for Applicant

Proposed FLUM



Note: Max residential units should be 743 units

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William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, of counsel
Kareen Movsesyan

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Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

August 3, 2026

RE: Cascades at Grand Landings
Rezoning Master Planned Development Application Number 6418
Future Land Use Amendment Small Scale Application Number 6419

To Whom It May Concern:

Byrndog PCP, LLC and KL Seminole Trace, LLC are the owners of approximately 331.11 acres located in Seminole Woods area of Palm Coast off of Seminole Woods Parkway as further described on the attached **Exhibit "A".**

Currently, the owners have an application (#6418), into the City of Palm Coast to rezone the property from SFR-1 to MPD and increase the number of units by 327 which is consistent with the surrounding development. Application #6419 looks to remove the existing comprehensive plan policy. This request is subject to approval by the City Council, and has tentative public hearing dates scheduled as follows:

Planning and Land Development Regulation Board: August 19,2026 at 5:30pm.
City Council – First Reading: September 1, 2026 at 6pm.

As required by City Code, we will be having a neighborhood meeting on **Tuesday, August 11, 2026, at 6:00 p.m. at the "Bistro Room" – Room 106 (Building #6) of Flagler Palm Coast High School, 5500 FL – 100, Palm Coast, Florida 32164** (see attached **Exhibit "B"** with directions on how to enter the school) to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT "A"

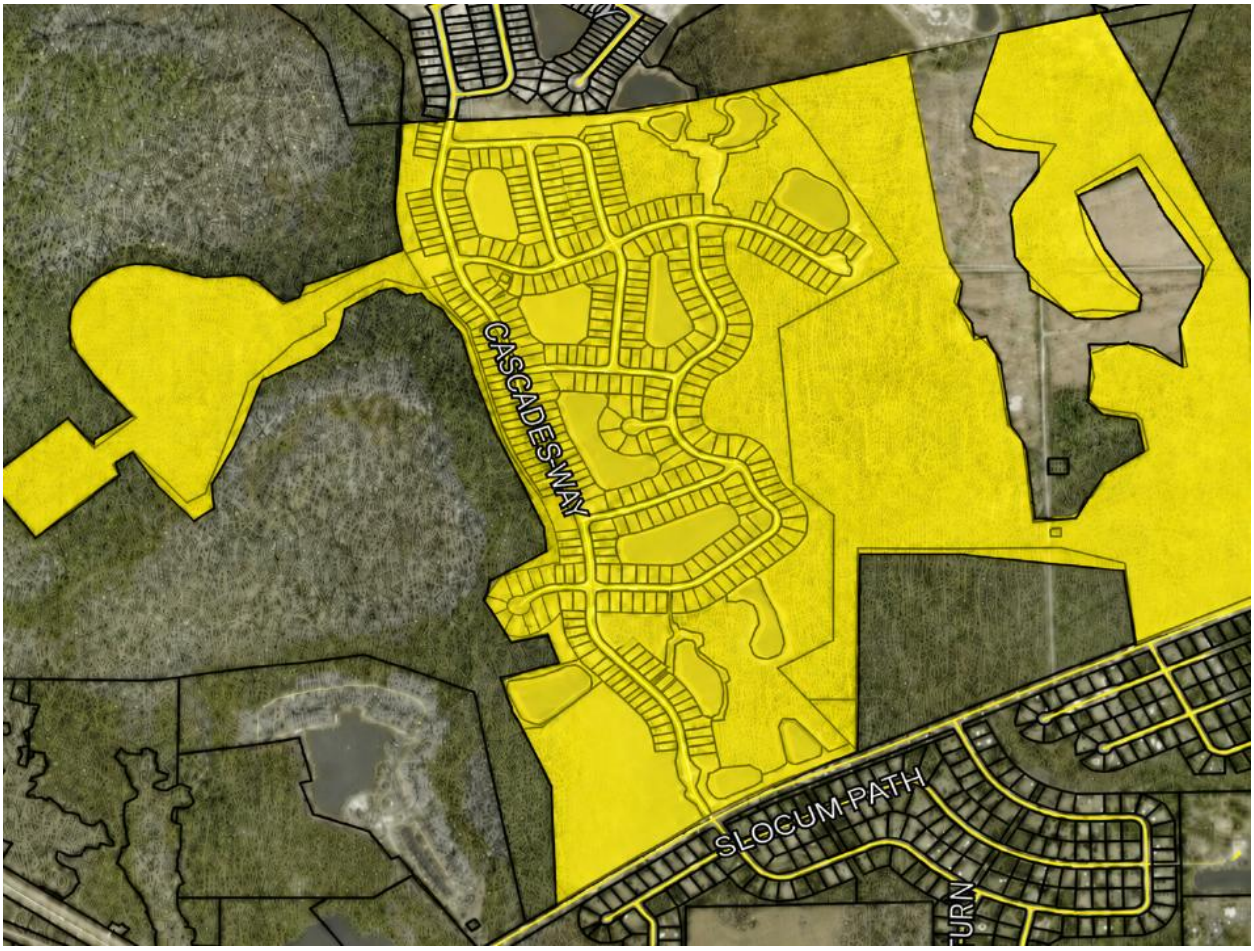
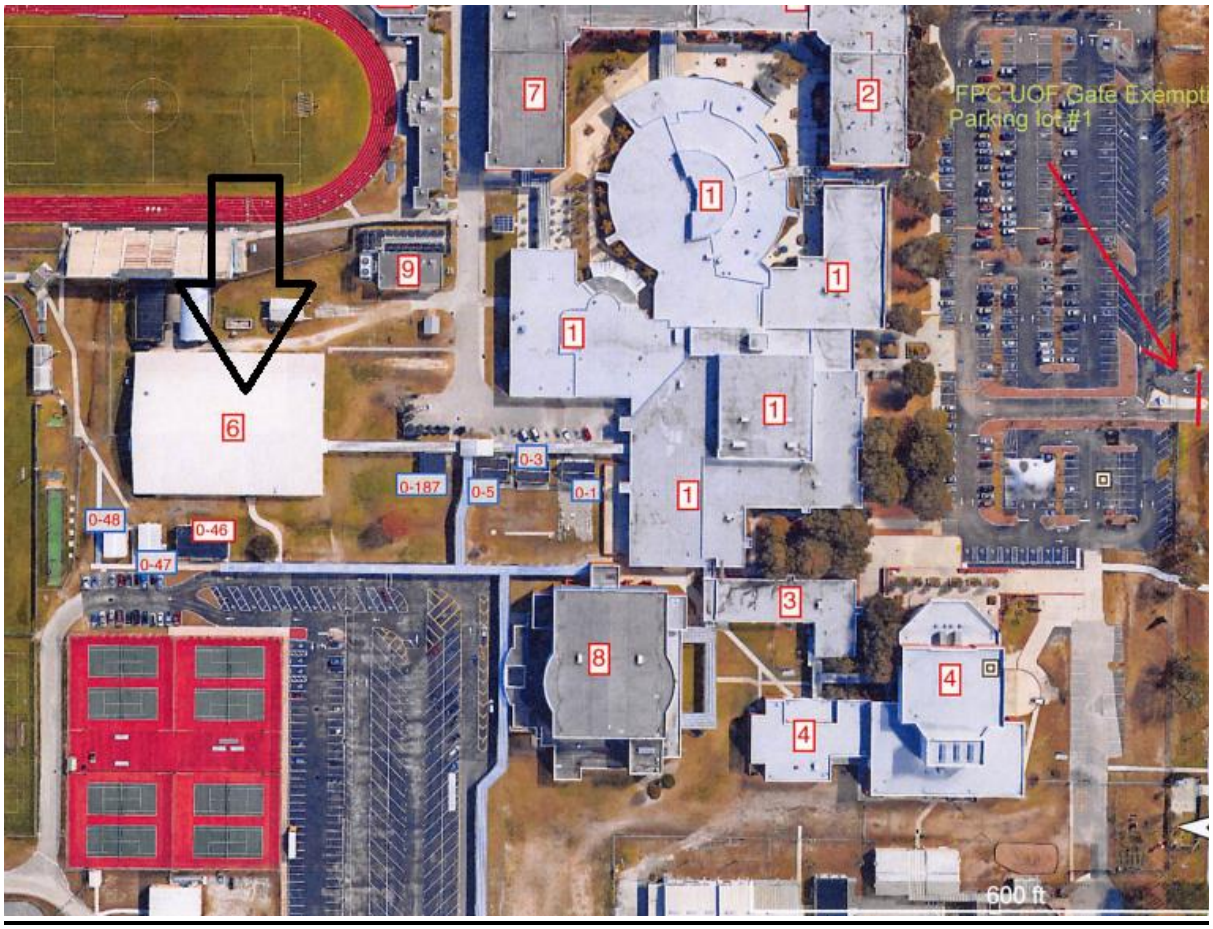


EXHIBIT "B"


7
2
FPC UOF Gate Exempt
Parking lot #1
1
9
1
1
6
0-3
0-187
0-5
0-1
1
0-48
0-46
0-47
3
8
4
4
600 ft

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

SCHOOL BOARD OF FLAGLER COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

AARON WANDA LYNN
105 SLOGANEER TRAIL
PALM COAST, FL 32164

AGUERO VIVIANA PEREZ
& YUNIER E FALCON MARTINEZ W&H
34 SLIPPER ORCHID TRL E
PALM COAST, FL 32164

ALESSANDRI VICTOR RICHARD
& SHARON LEE H&W
35 E SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

ALTMAN MAKSIM
104 NIGHTHAWK LANE
PALM COAST, FL 32164

ANDRADE MANUELA & ARTUR P H&W
20 SLIPPER FLOWER PATH E
PALM COAST, FL 32164

APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

AUCELLA MICHAEL JOSEPH & MELISSA
108 NIGHTHAWK LANE
PALM COAST, FL 32164

AXE CAP INVESTMENTS LLC
2991 E WHITE STAR AVENUE
ANAHEIM, CA 92806

BAIR JOSEPH KEVIN & DIANE KAY H&W
112 NIGHTHAWK LANE
PALM COAST, FL 32164

BEAUVOIR JONATHAN GEORGE &
JOAN LIZ PAINSON & MARIE LISA BEAU
6 SLIGO MILL CT
PALM COAST, FL 32164

BECKWITH HERBERT &
LOIS H&W
912 N PENINSULA DR
DAYTONA BEACH, FL 32118

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOYER CLIFTON C & DEBRA G H&W
121 NIGHTHAWK LANE
PALM COAST, FL 32164

BRADY HELENA
110 NIGHTHAWK LANE
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CARLSON JOSHUA
116 NIGHTHAWK LANE
PALM COAST, FL 32164

CATALANO MICHAEL & LISA H&W
18 SLIPPER FLOWER PATH
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
P O BOX 70
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONNELLY WANDA B
39 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

CONWAY THOMAS & CAROLYN H&W
106 NIGHTHAWK LANE
PALM COAST, FL 32164

COOK RANDY D & VICTORIA B H&W
12 SLIPPERY ROCK PL
PALM COAST, FL 32164

CROWELL SUSAN JANET
107 NIGHTHAWK LN
PALM COAST, FL 32164

DAVIS WILLIAM
& NORRIE FULFORD JTWROS
6 SLIPPER ORCHARD TRAIL W
PALM COAST, FL 32164

DE LIMA ALEX OLIVEIRA RODRIGUES &
105 NIGHTHAWK LANE
PALM COAST, FL 32164

DELEO GIA
119 NIGHTHAWK LANE
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

ELDER PATRICK & REBECCA
OSTALKIEWICZ
5 SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

ETC CUSTODIAN FBO
KIM WEAGLEY IRA
11050 QUAKER STREET
CONSTANTINE, MI 49042

FKH SFR M LP
600 GALLERIA PARKWAY SUITE 300
ATLANTA, GA 30339

FKH SFR M LP
FIRSTKEY HOMES
600 GALLERIA PARKWAY SUITE 300
ATLANTA, GA 30339

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLOYD APRIL LENORE & MATTHEW JR
21 SLOCUM PATH
PALM COAST, FL 32164

FOLWELL RANDIE HONELLA &
& MICHAEL J W&H
30 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

FORTE JESSICA ANN
2 SLIGO MILL COURT
PALM COAST, FL 32164

FREDERIC WADELINE &
NEHEMIE MOISE JTWROS
7 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

GARRETT GREGORY J & LAARNI
ALVARADO GARRETT H&W
6 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

GONZALEZ ERNESTO BORROTO
4 SLIPPER ORCHID TRL W
PALM COAST, FL 32164

GRAND LANDINGS MASTER HOMEOWN
7400 BAYMEADOWS WAY SUITE 317
JACKSONVILLE, FL 32256

GRAPER JOHN G
29 SLIPPER ORCHID TRAIL
PALM COAST, FL 32137

GUERRERO JONSON
& ANA N URRISTE
42 FAIRBANK LN
PALM COAST, FL 32137

HARVEY KIPPER SCOTT & ALICIA LIGU
115 NIGHTHAWK LANE
PALM COAST, FL 32164

HASHMY KHATIJA A
TRUSTEE
5401 N WAYNE
CHICAGO, IL 60640

HOLIDAY BUILDERS INC
2293 WEST EAU GALLIE BOULEVARD
MELBOURNE, FL 32935

HOTALING TAMMY & TODD R W&H
5 SLIPPER FLOWER PATH
PALM COAST, FL 32164

HOUTZ JEFFREY & DAWN LOUISE H&W
8 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

HUBERT KAREN T
3 SLIPPER FLOWER PATH W
PALM COAST, FL 32164

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT
LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

KASHCHEYEV YURIY M
& TATYANA Y RUZHYTSKA JTWROS
33 SLIPPER ORCHID TRL E
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

KOSIVI JOYCE
9 SLIPPERY ROCK PL
PALM COAST, FL 32164

LAGARE LAND TRUST
29 LAGARE STREET
PALM COAST, FL 32137

MAGGIO MICHAEL & MARCELLE H&W
50 MEADOWBROOK RD
BRICK, NJ 08723

MAYFIELD JOHN A
& KRISTEN LEWIS JTWROS
31 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

MYERS DIANA JEAN
22 SLIPPER FLOWER PATH E
PALM COAST, FL 32164

NEWTON RENEE
2 SLIPPER ORCHID TRAIL
PALM COAST, FL 32164

PANIAGUA LILY C
172 NEWBURY ST
BROCKTON, MA 02301

PANIAGUA LILY
172 NEWBURY ST
BROCKTON, MA 02301

PIERRE LUCEY LUNIQUE
8 SLIGO MILL COURT
PALM COAST, FL 32164

REMISHEVSKIY LARISA & OLEG
REMISHEVSKIY W&H
36 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

RISTESKI ZORAN
131 ORCHARD STREET
ELMWOOD PARK, NJ 07407

RODGERS JEANETTE
114 NIGHTHAWK LANE
PALM COAST, FL 32164

RODRIGUEZ VICTOR
& NILDA ESMERALDA H&W
4 SLIGO MILL COURT
PALM COAST, FL 32164

RUCHKIN VITALIY &
TATYANA SIDORKINA JTWROS
2360 BRIGHAM ST
BROOKLYN, NY 11229

SARKARY HOMI G
1 TALL TREE LANE
POUGHKEEPSIE, NY 12601

SCHOOL BOARD OF FLAGLER COUNTY
P O BOX 755
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST PO BOX 755
BUNNELL, FL 32110

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
185 CYPRESS POINT PKWY
PALM COAST, FL 32164

SOFIO DAWN
& MICHAEL ROBERT AMERI JTWROS
103 NIGHTHAWK LANE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA ANN
H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA
ANN STOLTZ H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

THORNTON STEPHANIE ROSE & TRAVI
109 NIGHTHAWK LANE
PALM COAST, FL 32164

ZHITNIKOV SERGEY
& SVETLANA ALTMAN H&W
457 GRAND LANDINGS PKWY
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
P O BOX 70
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SCHOOL BOARD OF FLAGLER COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

DREAM FINDERS HOMES LLC
14701 PHILIPS HIGHWAY SUITE 300
JACKSONVILLE, FL 32256

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLORES OSWALDO F & DAYMARA
CAMALLERIS-VERDECIA H&W
4 SLOGAN PLACE
PALM COAST, FL 32164

GONCALVES JOSE M CORDEIRO
& PAULA CRISTINA ANDRE CACOILO G(
5 SLOCUM PATH
PALM COAST, FL 32164

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DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

MELENDEZ JOHN STEPHON
& EVELYN REYES JTWROS
2 SLOGAN PLACE
PALM COAST, FL 32164

MESSINA THERESA ANN & JOHN JR W8
6 SLOGAN PL
PALM COAST, FL 32164

MUNDY WILLIAM JAMES &
CHRISTINA MARIE MUNDY H&W
2 SLOCUM PATH
PALM COAST, FL 32164

OTLR BMO 2 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

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COUNTY FLORIDA
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BUNNELL, FL 32110

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COUNTY FLORIDA
3039 HIGHWAY 100 EAST PO BOX 755
BUNNELL, FL 32110

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SHOCKLEY SARA IRLAND
3 SLOGAN PLACE
PALM COAST, FL 32164

SW PROPERTY HOLDINGS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
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KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

GIORDANO MICHAEL & MARIA
130 NEW VALLEY RD
NEW CITY, NY 10956

GRAYBEAL STEVEN
22 SLOGAN PLACE
PALM COAST, FL 32164

JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
16 SLOGAN PLACE
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

MCDONALD GLADSTONE
96 INTERBORO PKWY
BROOKLYN, NY 11207

NEIMAND WOLFGANG &
NEREIDA NEIMAND
1837 W 5 TH ST
PISCATAWAY, NJ 08854

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
28 BURNHAM DRIVE
FORDS, NJ 08863

SEAGATE HOMES LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32134

SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

AARON WANDA LYNN
105 SLOGANEER TRAIL
PALM COAST, FL 32164

AGUILAR IRMA & ANNA TORRES
359 LINCOLN STREET
WORCESTER, MA 01605

AMBROSE RONALD & DIANNE H&W
11 SLOGANEER TRAIL
PALM COAST, FL 32164

AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

ANGERT YAKOV &
VICTORIA ANGERT
7375 SW 101ST AVE
BEAVERTON, OR 97008

APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOTELHO ERIC
& MELISSA R ROSENTHAL JTWROS
23 SLOGANEER TRL
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CHAN KIMLEANG & SEAVKONG TANN A
103 SLOGANEER TRL
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONDUS THOMAS L &
PRESENTACION AMC
118 CHURCH STREET
LAKE RONKONKOMA, NY 11779

CORRALIZA PARBATIE
& EDDUNIO J CORRALIZA W&H
5 SLOGAN COURT
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DUBOIS DAVID A &
RHONDA M H&W
27 SLOGANEER TRL
PALM COAST, FL 32164

DUFFY CHRISTINA D
194 ADAMS WAY
SAYVILLE, NY 11782

EATON STEPHEN & SUSAN H&W
27 SLOCUM PATH
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

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COMMISSIONERS
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BUNNELL, FL 32110

FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

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CAMALLERIS-VERDECIA H&W
4 SLOGAN PLACE
PALM COAST, FL 32164

FLOYD APRIL LENORE & MATTHEW JR
21 SLOCUM PATH
PALM COAST, FL 32164

GIORDANO MICHAEL &
MARIA
130 NEW VALLEY RD
NEW CITY, NY 10956

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& PAULA CRISTINA ANDRE CACOILO G(
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CHRISTINA ROSE HUTCHINS JTWROS
29 SLOGANEER TRL
PALM COAST, FL 32164

JACOBS BRANDON L
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5 SLOGAN PLACE
PALM COAST, FL 32164

JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
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PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

LAMBERT JOANNE TRUSTEE
150 STANDISH DRIVE
ORMOND BEACH, FL 32176

LAU AGNES
LIFE ESTATE
8 SLOCUM PATH
PALM COAST, FL 32164

MANJARRES CHASE & SALINA H&W
6 SLOCUM PATH
PALM COAST, FL 32164

MARKS KRISTINE A
8 SLOGANEER TRAIL
PALM COAST, FL 32164

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LYNNE H&W
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& OLGA VIRGINIA MESEN MURILLO H&\
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OTLR BMO 3 LLC
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JULIE ANNETTE OVERTON H&W
15 SLOGANEER TRAIL
PALM COAST, FL 32164

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

PALM COAST SLOGAN LLC
304 S JONES BLVD #5313
LAS VEGAS, NV 89107

PANIAGUA LILY C
172 NEWBURY ST
BROCKTON, MA 02301

PANIAGUA LILY
172 NEWBURY ST
BROCKTON, MA 02301

RAMSARAN RICARDO
7 SLOGAN PLACE
PALM COAST, FL 32164

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
28 BURNHAM DRIVE
FORDS, NJ 08863

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COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

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BUNNELL, FL 32110

SEAGATE HOMES LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32134

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32164

SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

SHOCKLEY SARA IRLAND
3 SLOGAN PLACE
PALM COAST, FL 32164

SLOVAK JOHN L AND
HELLEN J (TRUSTEES)
200 W CR 330
BUNNELL, FL 32110

SMITH CONNOR CHRISTIAN
& ALEXANDRA MARIE MASON JTWROS
17 SLOGANEER TRL
PALM COAST, FL 32164

SW PROPERTY HOLDINGS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

CARTER ENVIRONMENTAL SERVICES

42 Masters Drive, St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

October 18, 2022

BY EMAIL:
walker@douglaspd.com

Walker Douglas
Douglas Property & Development, Inc.
145 City Place, Suite 300
Palm Coast, FL 32164

SUBJECT: Environmental Assessment
Douglas - Cascades
Palm Coast, Flagler County, Florida
PINs: 29-12-31-0000-01010-0021, 29-12-31-0000-01010-0025, 30-12-31-0000-01020-0040, 31-12-31-0000-01070-0030, 32-12-31-0650-000B0-0020, 31-12-31-0000-01070-0000, & 30-12-31-0000-01020-0050

Dear Mr. Douglas,

Thank you for contacting Carter Environmental Services (CES). We appreciate the opportunity to be of service to you. The purpose of our work on the referenced property was to determine if there are any natural resource concerns that could potentially affect future development of the site. Specifically, this environmental assessment was focused on assessing the presence of or potential utilization by any threatened, endangered, or species of special concern (SSC) as listed by the U.S. Fish and Wildlife Service (FWS) or the Florida Fish and Wildlife Conservation Commission (FWC). CES also assessed the onsite wetlands from August through October of 2021. The results of this environmental assessment follow. Additionally, note that from 2006 to 2012, the site was permitted by the St. Johns River Water Management District (SJRWMD) under Permit No. 103071, sequences 1-4. All permit modifications have since expired, and no construction ever took place.

I trust that this information will be helpful in your preliminary planning. Please contact me if you have any questions or need additional information.

Sincerely,

Ryan A. Carter, PWS
Vice President

Enclosures: Location Map – Figure 1
Soils Map – Figure 2
FLUCFCS Map – Figure 3
FWC Bald Eagle Nest Locator Map – Figure 4
FNAI Biodiversity Matrix

1.0 CURRENT SITE CONDITIONS

The site appears to have been managed for silviculture for at least the past three decades, with pines growing on the northeastern portion of the site most recently harvested around 2015. From 2006 to 2012, the site was permitted by SJRWMD under Permit No. 103071, sequences 1-4. All permit modifications have since expired, and no construction ever took place.

The subject property totals approximately 379.85 acres and is generally bound by timberland and vacant commercial land to the north; wooded Flagler County-owned wetlands and timberland to the west; timberland and vacant land to the east; and Flagler County-owned timberland as well as Seminole Woods Boulevard, followed by single-family-home neighborhoods to the south (Figure 1). More specifically, the property is located in Sections 29, 30, & 32, Township 12 South, Range 31 East in Flagler County, Florida. On inspection, the property was observed to be comprised of both uplands and wetlands, with two upland community types and one wetland community, as documented by CES biologists. The species observed within the onsite communities were consistent with what is frequently found in pine plantations and hydric flatwoods in the area.

1.1 Wetlands

The site was previously permitted by SJRWMD under Permit No. 103071, sequences 1-4. We have a current application under review for wetland impacts at a portion of the site. That application has been assigned sequence 5 of this same permit number (103071-5).

1.2 Soils and Hydrology

Following a literature review, seven (7) soil types were mapped on-site (Figure 2). CES biologists were able to verify the presence and general extent of these soils on-site and they are consistent with the soil types found in the vicinity.

1.3 Vegetative Communities

CES characterized the habitat types on-site using the Florida Department of Transportation's *Florida Land Use Cover Form Classification System* (FLUCFCS). The locations and acreages of each type are depicted on the enclosed FLUCFCS Map (Figure 3).

CES staff noted two upland habitat types occurring on the property. Descriptions of these communities are as follows:

Pine Plantation (FLUCFCS 441) – This dominant community has a canopy of planted slash pine (*Pinus elliottii*) with an understory and groundcover of bitter gallberry (*Ilex glabra*), saw palmetto (*Serenoa repens*), and bracken fern (*Pteridium aquilinum*). On the subject property, large portions on the northeast section were more recently harvested (circa 2015).

Graded & Drained Roadway (FLUCFCS 8145) – This land classification category falls under the broader transportation category, which includes roads and highways. On the subject property, a semi-maintained dirt road spans the property from north to south on the eastern portion site.

CES staff noted one wetland habitat type occurring on the property. A description of this community is as follows:

Hydric Pine Flatwoods (FLUCFCS 625) – This community has a canopy of slash pine. The understory and groundcover are vegetated with scattered dahoon holly (*Ilex cassine*), loblolly bay (*Gordonia lasianthus*), fetterbush (*Lyonia lucida*), highbush blueberry (*Vaccinium corymbosum*), Virginia chain fern (*Woodwardia virginica*), and pipewort (*Eriocaulon* spp.).

2.0 PROTECTED SPECIES

A preliminary detailed characterization of the project site was conducted to identify probable habitat types and conditions on the site. References included the *Soil Survey of Flagler County, Florida,* aerial photographs, and the U.S. Geological Survey topographic map.

A review of federally and state-listed wildlife species was conducted using the most recent lists of endangered and threatened species for Flagler County, Florida. The lists were obtained from the following references:

- **U.S. Fish and Wildlife Service** (FWS)

  Flagler County Federally Listed Species, 2022.
- **Florida Fish and Wildlife Conservation Commission** (FWC)

  FWC 2018 list of Imperiled Species. Accessed online 2022.
- **Florida Natural Areas Inventory** (FNAI)

  Biodiversity Matrix online database. 2022. (See attached)

Based on these sources, a preliminary list of potentially occurring wildlife species was developed by understanding the preferred habitat for each of the species and the probability of the habitat occurrence in the project area. Biologists then conducted a limited pedestrian survey of the property to look for the presence of or potential utilization by any threatened, endangered or species of special concern (SSC) as listed by the U.S. Fish and Wildlife Service (FWS) or the Florida Fish and Wildlife Conservation Commission (FWC).

2.1 Protected Animal Species

2.1.1 Gopher Tortoise (*Gopherus polyphemus*)

CES determined it possible for gopher tortoises to exist on portions of the site based on the mapped soils, and during a site visit several burrows were identified near the northwestern boundary of the project area. Prior to initiation of any construction, CES will identify and map all potential gopher tortoise habitat on the site based on aerial photographs, soils maps, NWI maps, and other in-house resources. We will then conduct a pedestrian survey covering 100 percent of the project site's potential habitat pursuant to the methodologies of FWC to determine the extent of the on-site tortoise population. CES will ultimately relocate all tortoises to an FWC-permitted recipient site per permit requirements.

2.1.2 Wading Birds

A review of the current FWC internet database of wading bird colonies (FWC Wading Bird Rookeries, 2022) revealed no known colonies within a one-mile radius of the on-site wetlands. Also, the site is not located within an FWC-recognized wood stork (*Mycteria americana*) foraging area, with the nearest mapped wood stork colony located 13.7 miles to the southwest, at Lake Disston.

2.1.3 Bald Eagle (*Haliaeetus leucocephalus*)

Using the FWC Eagle Nest Locator Database (2022), CES found two bald eagle nests on record within a 5-mile radius the property, with the nearest nest located approximately 2.3 miles east of the property boundary (Figure 4). Further, no nests were located by CES biologists, and the likelihood of any bald eagles utilizing this site is low. While the bald eagle is not listed as threatened, endangered or as an SSC, it is protected by the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. Based on these acts, certain activities are regulated by FWS when they occur near an active nest during nesting season (1 October to 15 May).

2.2 Protected Plant Species

In addition to protected animal species, CES biologists reviewed the site for protected plant species, none of which were observed. No coordination would be required with any

regulatory agency if protected plant species were observed in the future. Currently no regulations exist for protected plant species occurring on privately owned land, unless the landowner is harvesting and engaging in the commercial sale of the protected plant species.

3.0 FUTURE DEVELOPMENT

3.1 Federal Permitting

3.1.1 U.S. Army Corps of Engineers (ACOE)

Per the state (DEP) assumption on December 22, 2020, ACOE retains jurisdiction over navigable and coastal waters, including wetlands less than 300 feet from navigable/tidal waters. CES asserts that the wetlands on this property do not fall under current ACOE jurisdiction**. No coordination will be required with ACOE at this time.**

3.1.2 U.S. Fish and Wildlife Service (FWS)

FWS handles permitting associated with adverse impacts to federally listed wildlife or its habitat. Generally, separate coordination is required with FWS and federal permits are contingent upon receiving authorization from FWS. **There are no anticipated impacts to any federally listed species at this time, and no coordination will be necessary with FWS.**

3.2 State Permitting

3.2.1 St. Johns River Water Management District (SJRWMD)

Most new developments require a permit from SJRWMD. The type of permit required varies with the project acreage and acreage of wetland impact proposed. Many new developments that entail less than one acre of wetland impact will require a Standard Environmental Resource Permit. This permit is typically staff approved and frequently takes three to five months to process.

Developments that entail more than one acre of wetland impact will require an Individual Environmental Resource Permit. This permit is approved by SJRWMD staff and frequently takes seven months or more to process.

Additionally, SJRWMD requires that the applicant provide reasonable assurance that the proposed development will not cause adverse secondary impacts to the remaining wetlands on-site. An undisturbed upland buffer (minimum 15-foot width and 25-foot average width) around the remaining wetlands on-site is commonly used to provide assurance to SJRWMD that secondary impacts will not occur. On March 22, 2022, CES applied to SJRWMD for and Environmental

Resource Permit on your behalf, and the application has been assigned no. 103071-5 through the permitting process. **Based on wetlands being present on the site and expectations of impacts, a permit will be required for the proposed project on the site, requiring continued coordination with SJRWMD.**

3.2.2 Florida Department of Environmental Protection (DEP)

As of December 2020, DEP assumed authority to issue permits in the state under Section 404 of the federal Clean Water Act. Generally speaking, FDEP now has permitting responsibility for non-navigable and non-coastal waters, including wetlands more than 300 feet from navigable/tidal waters. **As impacts to DEP jurisdictional wetlands are proposed, coordination with DEP and a State 404 permit will be required.**

3.2.3 Florida Fish and Wildlife Conservation Commission (FWC)

FWC handles permitting associated with adverse impacts to state listed wildlife or its habitat. Generally, separate coordination is required with FWC and state permits are contingent upon receiving authorization from FWC. **As gopher tortoise burrows have been observed on the site, a relocation permit will be required and all tortoises within 25 feet of proposed construction will be relocated prior to construction.**

3.3 Local Permitting

3.3.1 City of Palm Coast

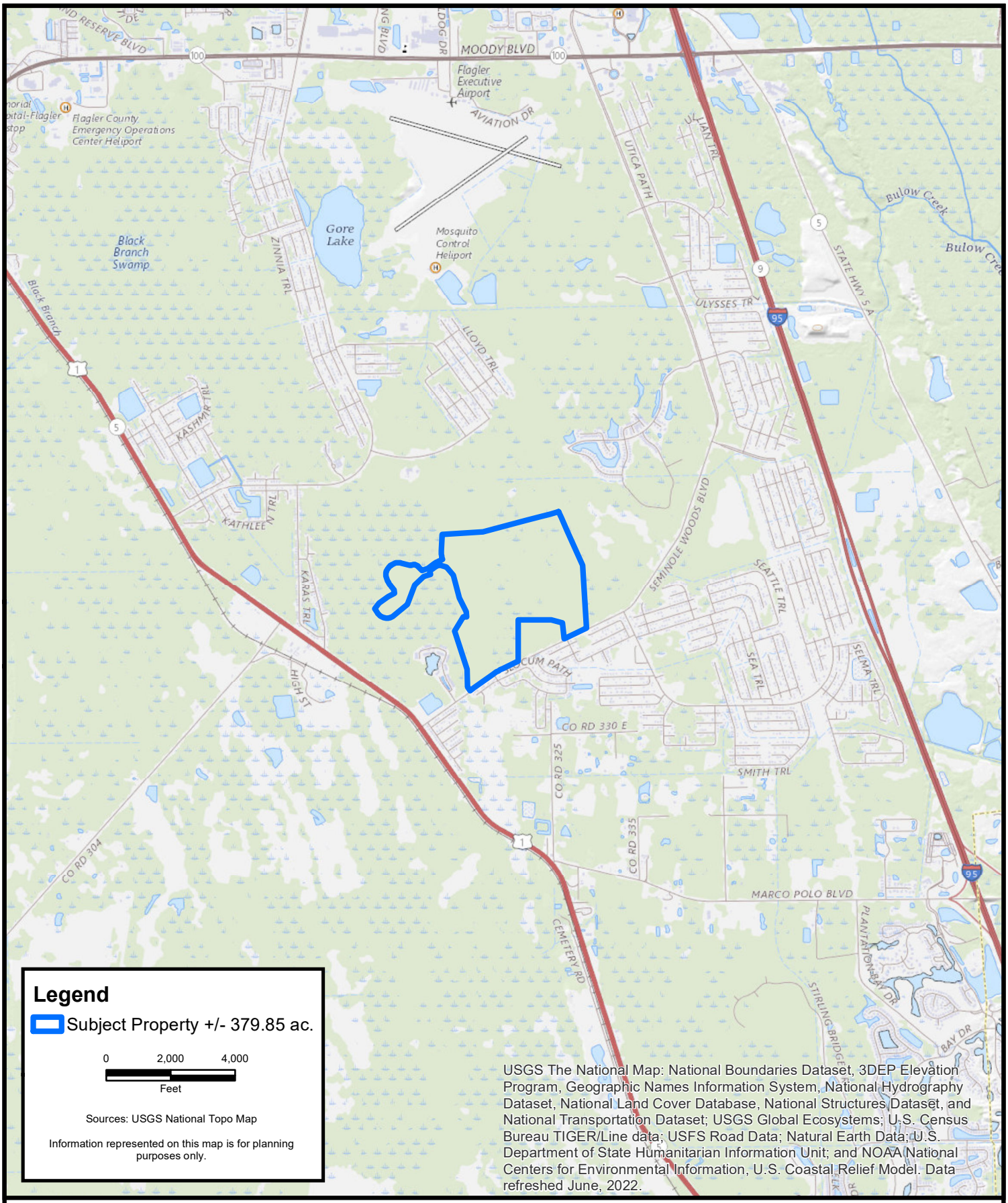
In addition to any State and Federal permitting required for the project, coordination will be required with the City of Palm Coast. Wetland impacts are typically assessed by the City, with emphasis placed on avoiding impacts to higher-quality wetlands and concentrating any wetland impacts to areas that provide a lesser ecological value. Impacts to higher-quality wetlands may not be allowed. Figure 3 depicts the onsite wetlands. **Because wetland impacts are proposed in conjunction with this project, a wetland quality assessment will be prepared for the City.**

4.0 RECOMMENDATIONS

Based on the assessment outlined above, this project has avoided many of the environmental issues associated with new developments and demonstrates responsible development practices by avoiding impacts to the majority of on-site wetlands. Gopher tortoise was the sole protected species located on the site; per the description above, all tortoise burrows on site will be mapped and all tortoises on site within 25 feet of proposed construction will be relocated to an FWC-

approved recipient site. No other protected species have been identified onsite, and the likelihood of any occurring is low.

Please call me at (904) 540-1786 if you have any questions or need additional information.



Legend

Subject Property +/- 379.85 ac.

0 2,000 4,000

Feet

Sources: USGS National Topo Map

Information represented on this map is for planning purposes only.

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed June, 2022.

CARTER ENVIRONMENTAL SERVICES, INC.

CES

42 Masters Drive
St. Augustine, FL 32084
904-540-1786

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Location Map

Douglas - Cascades

Project: 5.21253	Palm Coast, Florida	Date: Oct 18 2022	Figure: 1

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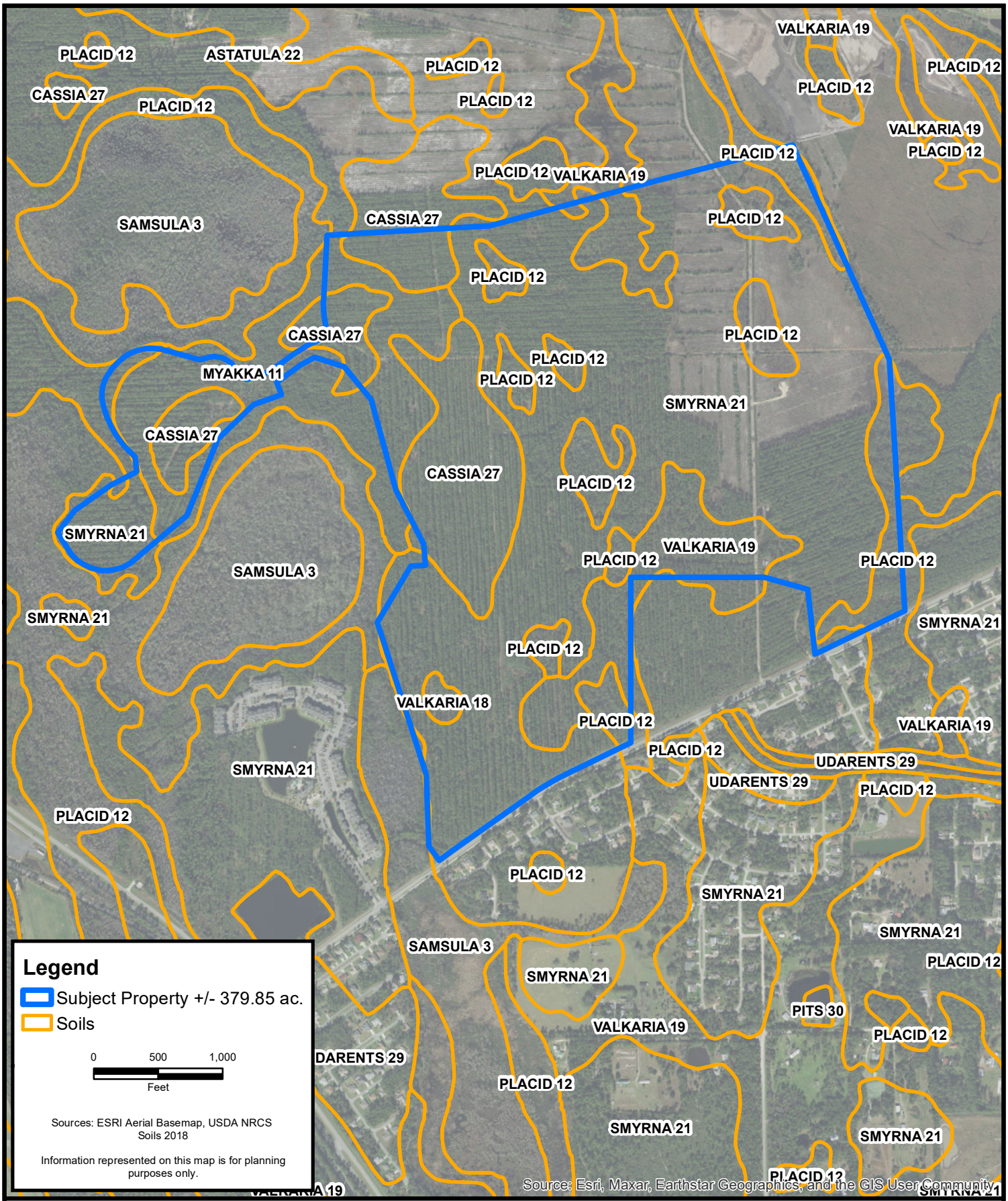

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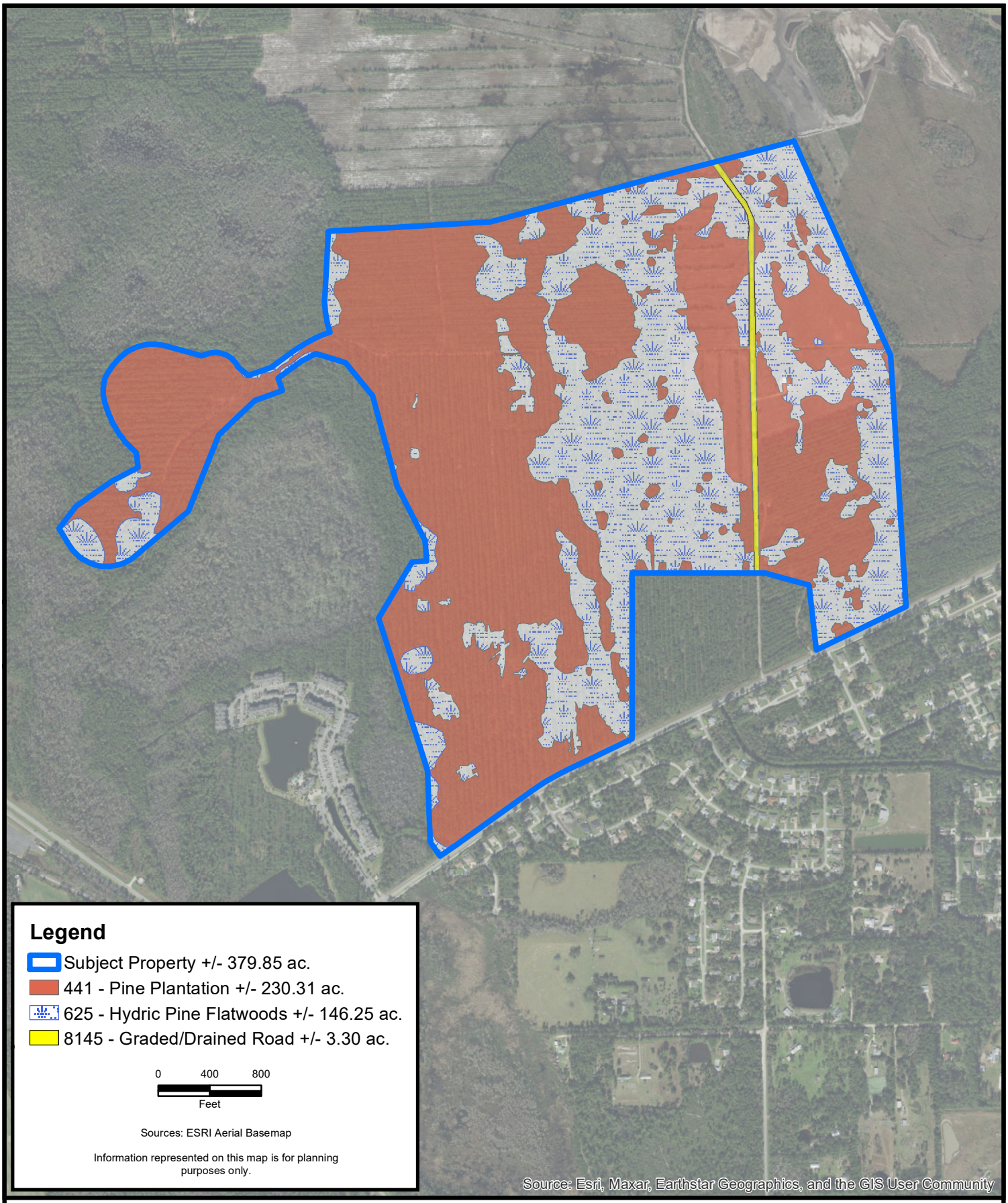
Soils Map

Douglas - Cascades

Project: 5.21253	Palm Coast, Florida	Date: Oct 18 2022	Figure: 2



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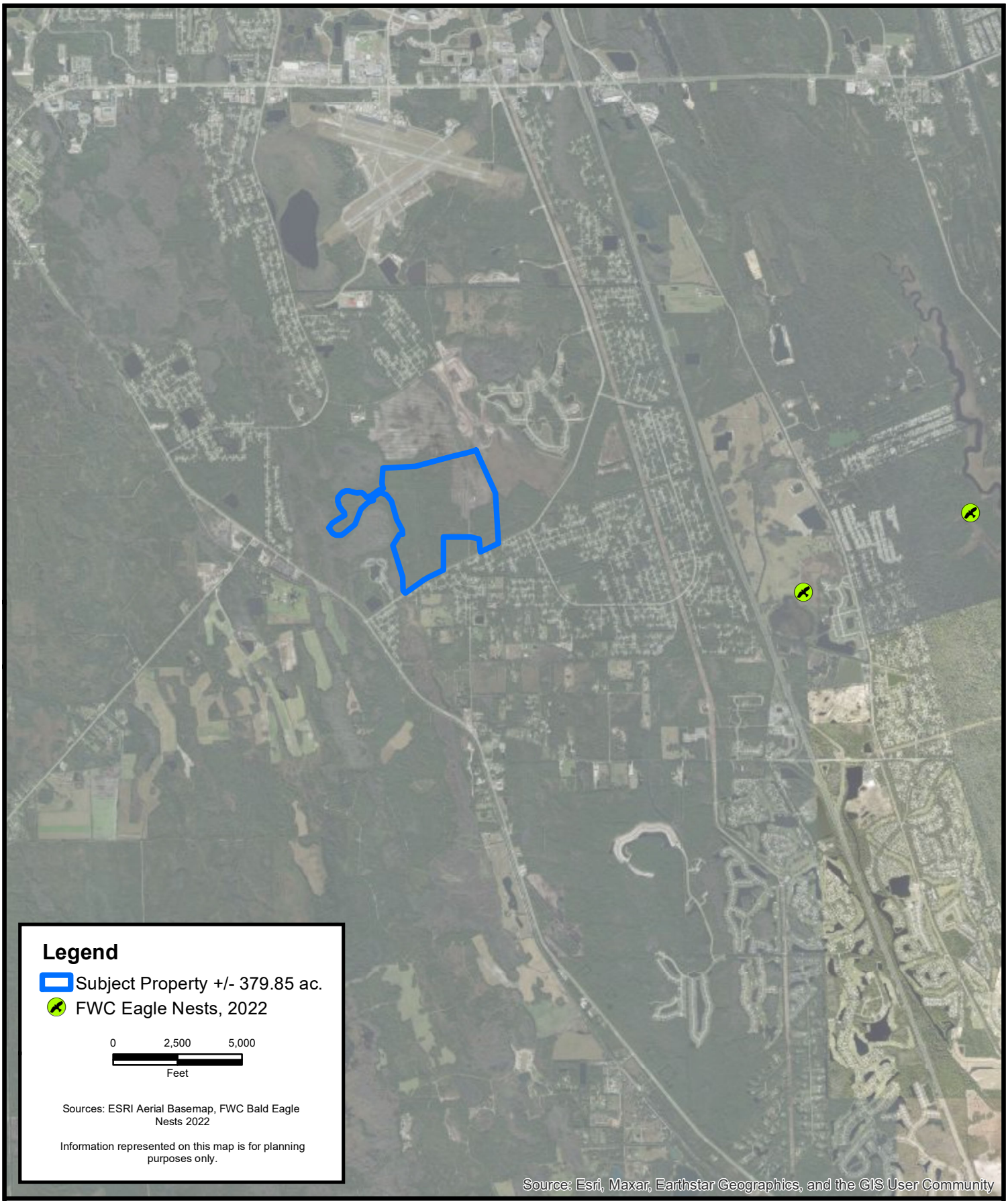
FLUCFCS/Existing Conditions Map

Douglas - Cascades

Project: 5.21253	Palm Coast, Florida	Date: Oct 18 2022	Figure: 3



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St. Augustine, FL 32084
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FWC Bald Eagle Nests

Douglas - Cascades

Project: 5.21253	Palm Coast, Florida	Date: Oct 18 2022	Figure: 4

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

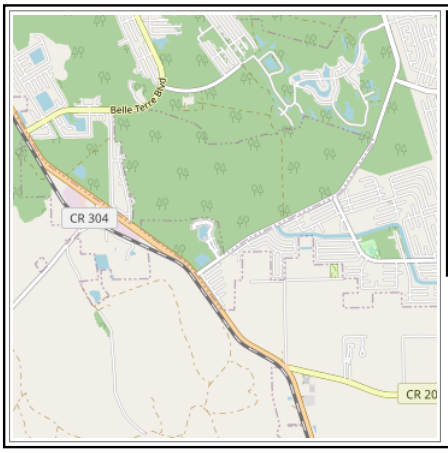
UNOFFICIAL REPORT

Created 10/18/2022

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 4 Matrix Units: 50194 , 50195 , 50524 , 50525



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 50194

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit ID: 50195

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit ID: 50524

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit ID: 50525

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

3 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit IDs: 50194 , 50195 , 50524 , 50525

20 **Potential** Elements Common to Any of the 4 Matrix Units

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Alligator mississippiensis American Alligator	G5	S4	SAT	FT(S/A)
Antigone canadensis pratensis Florida Sandhill Crane	G5T2	S2	N	ST
Arnoglossum diversifolium variable-leaved Indian-plantain	G2	S2	N	T
Asplenium x heteroresiliens Morzenti's spleenwort	G2	S1	N	N
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
Centrosema arenicola sand butterfly pea	G2Q	S2	N	E
Conradina grandiflora large-flowered rosemary	G3	S3	N	T
Corynorhinus rafinesquii Rafinesque's Big-eared Bat	G3G4	S1	N	N
Deeringothamnus rugelii Rugel's pawpaw	G1	S1	E	E
Floodplain swamp	G4	S4	N	N
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Gymnopogon chapmanianus Chapman's skeletongrass	G3	S3	N	N
Lechea cernua nodding pinweed	G3	S3	N	T
Litsea aestivalis pondspice	G3?	S2	N	E
Matelea floridana Florida spiny-pod	G2	S2	N	E
Nemastylis floridana celestial lily	G2	S2	N	E
Neofiber alleni Round-tailed Muskrat	G2	S2	N	N
Nolina atopocarpa Florida beargrass	G3	S3	N	T
Pteroglossaspis ecristata giant orchid	G2G3	S2	N	T
Rudbeckia nitida St. John's blackeyed susan	G3	S2	N	E

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

TRAFFIC IMPACT ASSESSMENT

SEMINOLE TRACE
for
KOLTER LAND PARTNERS LLC

PALM COAST, FL

ETM No. 21-224-09

SUBMITTED BY

14775 Old St. Augustine Road
Jacksonville, FL 32258
Phone: 904.642.8990
Fax: 904.646.9485

March 11th, 2026

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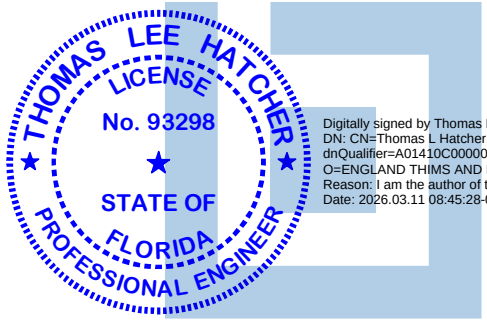

Digitally signed by Thomas L Hatcher
DN: CN=Thomas L Hatcher, dnQualifier=A01410C0000018D315E2C180000EAAA, O=ENGLAND THIMS AND MILLER INC., C=US
Reason: I am the author of this document
Date: 2026.03.11 08:45:28-04'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:
THOMAS L. HATCHER, PE, PTOE, PTP
FLORIDA PE NUMBER 93298

Software: Cube Version 6.4.5, CFRPM v7.0, Synchro/Sim Traffic v. 12

This work is intended solely for Kolter Land Partners LLC and the City of Palm Coast. The scope of work and related responsibilities is as defined in the Client Contract. Any use which a third party makes of the work, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Decisions made or actions taken as a result of our work shall be the responsibility of the parties directly involved in the decisions or action

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Introduction

The purpose of this traffic impact assessment is to identify the potential impact of Seminole Trace Development. The proposed project is located in the southern portion of the City of Palm Coast (COPC), south of SR-100 (Moody Boulevard) and the Flagler Executive Airport, on the north side of Seminole Woods Boulevard. **Figure 1** illustrates the location of the project. Seminole Trace will be developed in two phases and consist of approximately 461 single family residential dwelling units (DUs) and approximately 282 multi-family low rise DUs with expected completion by 2033. The proposed development will also be interconnected with Grand Landings Phase 5 & 6 situated to the north. **Figure 2** illustrates the site plan for the Seminole Trace development.

Study Methodology

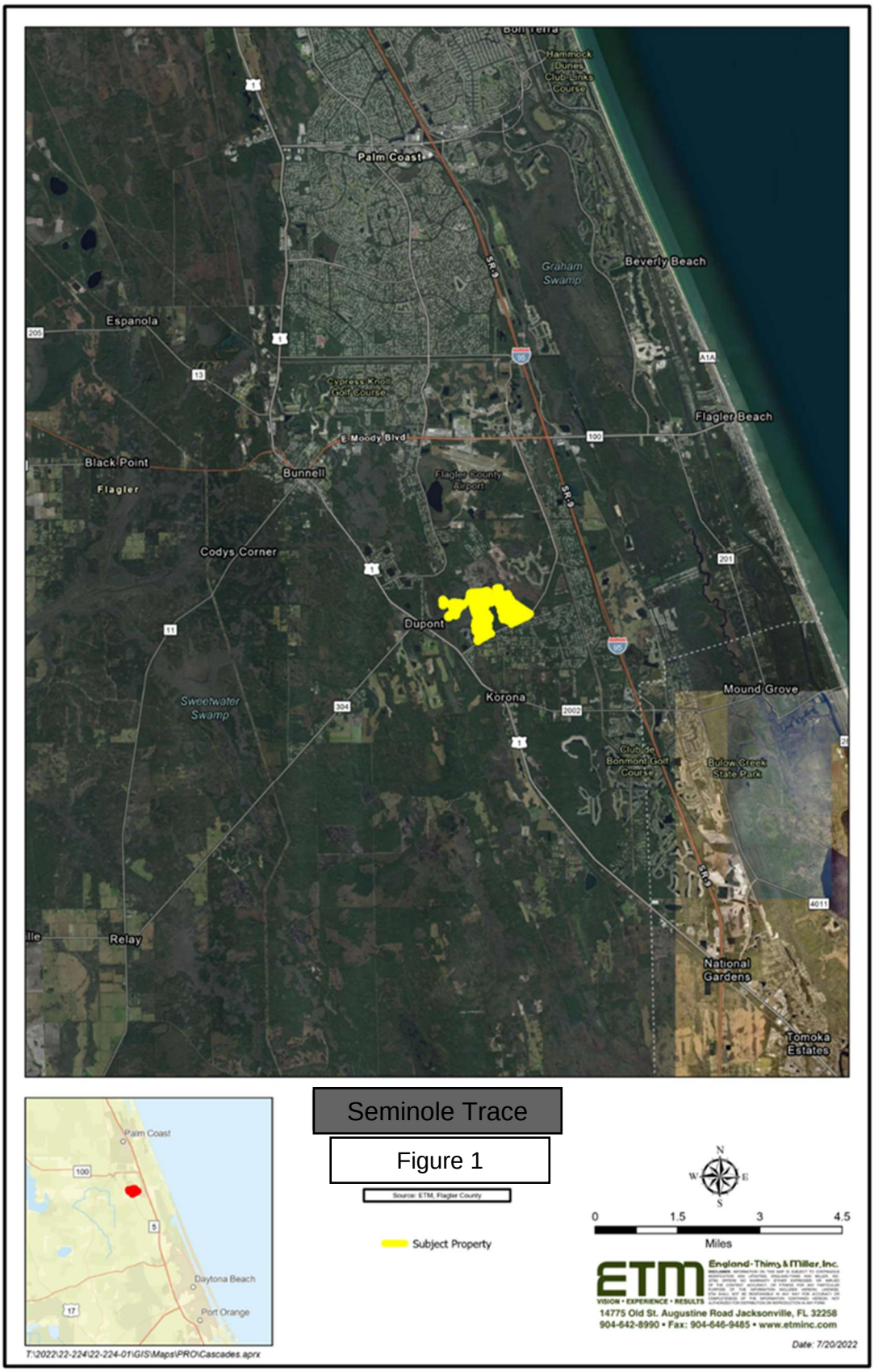
The traffic impact analysis will follow the requirements of the River to Sea TPO, as required by the City of Palm Coast. A detailed methodology was submitted to the City of Palm Coast on June 23, 2023, outlining the specific methodology to be used for this impact assessment. **Appendix A** contains the proposed study methodology. The study area for projects that will generate more than 100 PM peak hour net new external trips is determined where the project is anticipated to consume three percent (3%) or more of the adopted maximum service volume (MSV) on a roadway segment. **Table 1** presents the estimated gross trip generation for the project based on the trip rates and equations from the 12th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, including typical weekday and AM and PM peak hour conditions. As a single use residential project, there will not be any reduction of the gross traffic estimates for internal capture or pass-by traffic.

Table 1
Seminole Trace
Project Trip Generation Estimates

CFRPMv7 TAZ	Land Use Code	Description	Quantity	Units	Trip Generation				
					Period	Rate/Equation	Total	Entering	Exiting
1353	210	Single Family Residential	461	DUs	Daily	T = 8.07(X) + 265.45	3,986	1,993	1,993
					AM Peak	T = 0.67(X) + 5.59	314	85	229
					PM Peak	Ln(t) = 0.92ln(x) + 0.33	393	244	149
1353	220	Multifamily Housing (Low-Rise) - Not Close to Rail	282	DUs	Daily	T = 5.63(X) + 120.45	1,708	854	854
					AM Peak	T = 0.35(X) + 12.93	112	27	85
					PM Peak	T = 0.48(X) + 7.35	143	89	54
1353	Total		743	DUs	Daily		5,694	2,847	2,847
					AM Peak		426	112	314
					PM Peak		536	333	203

Source: 12th edition of the Institute of Transportation Engineers ***Trip Generation Manual***

Figure 1 – Project Location Map



SEMINOLE TRACE PHASE 1
50' = 231 LOTS
60' = 155 LOTS
TOTAL = 386 LOTS

SEMINOLE TRACE PHASE 2
50' = 47 LOTS
60' = 28 LOTS
TOTAL = 75 LOTS

SEMINOLE TRACE TOWNHOMES WEST
TH'S = 124 LOTS
TOTAL = 124 LOTS

SEMINOLE TRACE TOWNHOMES EAST
TH'S = 158 LOTS
TOTAL = 158 LOTS

DEVELOPMENT TOTAL
50' = 278 LOTS
60' = 183 LOTS
TH'S = 282 LOTS
TOTAL = 743 LOTS

GRAND LANDINGS PHASE 5-6
50' = 135 LOTS
60' = 156 LOTS
DUPLEX = 104 LOTS
TOTAL = 395 LOTS

GRAND LANDINGS PHASE 4

GRAND LANDINGS PHASE 5-6 (UNDER CONSTRUCTION)

POTENTIAL STABILIZED EMERGENCY ACCESS EASEMENT

UTILITY CONNECTION AND STABILIZED EMERGENCY ACCESS ONLY

STABILIZED EMERGENCY ACCESS EASEMENT

AMENITY AREA / PARK

SEMINOLE TRACE PHASE 1

SEMINOLE TRACE PHASE 2

PROPOSED BOUNDARY

FLOOD ZONE A

FUTURE JTL RESIDENTIAL (NOT INCLUDED)

POTENTIAL STABILIZED EMERGENCY ACCESS EASEMENT

20' UNOBSTRUCTED ACCESS EASEMENT FROM PROPOSED FUTURE RIGHT OF WAY TO PROPERTY BOUNDARY

POND CONTINGENCY STORAGE

SEMINOLE TRACE TOWNHOMES EAST

Wetland/Upland boundaries are approximate. This map is intended to be used for preliminary purposes only.

SEMINOLE WOODS BLVD

20' UNOBSTRUCTED ACCESS EASEMENT FROM PROPOSED FUTURE RIGHT OF WAY TO PROPERTY BOUNDARY

STABILIZED EMERGENCY ACCESS EASEMENT

SEMINOLE TRACE TOWNHOMES WEST

60' BUFFER

400'

PLOTTED: January 28, 2026 – 2:28 PM, BY: Daniel Welch

T:\2021\21-224\21-224-01\Concept\21-224-01 CONCEPT PLAN_2026.dwg

Figure 2 - Conceptual Site Plan

CONCEPTUAL PLAN

GRAND LANDINGS PH 5/6 & SEMINOLE TRACE
PALM COAST, FLORIDA

ETM
VISION • EXPERIENCE • RESULTS
England-Thims & Miller, Inc.
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REG - 2584 LC - 0000316

Significance Calculations

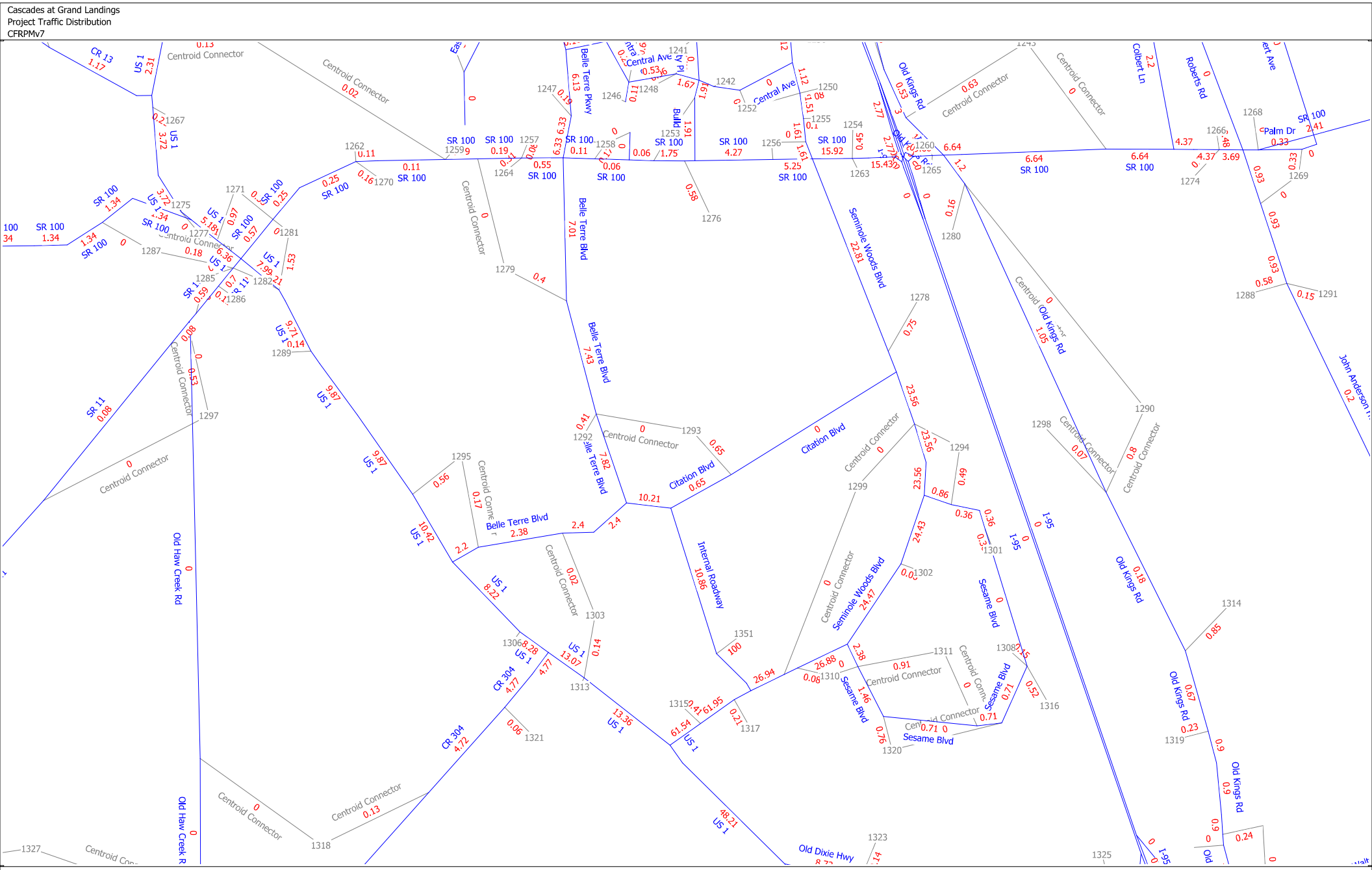
A select link analysis was conducted for a new traffic analysis zone (TAZ 1351) that contains the land use data for Seminole Trace added to the 2030 data set for version 7 of the Central Florida Regional Planning Model (CFRPMv7). The distribution of project traffic was calculated and used to determine where the project is expected to consume three percent (3%) or more of the adopted MSV. **Figure 3** illustrates the distribution of project traffic while. **Appendix B** contains a printout of the distribution extracted from the CFRPMv7, as well as an AADT printout. The percentage of project traffic was multiplied by the external traffic to be generated by Seminole Trace to calculate the project traffic on each roadway segment in the vicinity of the project. As shown, the addition of the segment of Citation Boulevard extension from its current eastern terminus to Seminole Woods Boulevard does not significantly alter the project traffic distribution. This value was then compared to the MSV to determine if the project will consume three percent (3%) or more of the MSV on each road segment. **Table 2** illustrates these calculations and whether Seminole Trace is significant. **Appendix C** contains the 2024 Transportation Facility Status Report used in the analysis.

Table 2
Seminole Trace
Significance Calculations

Link	Roadway	Segment	Typical Section	Maintaining Agency	LOS Standard	Peak Hour MSV	Project Traffic Distribution	PM Peak Hour		
								Project Traffic	Percent MSV	Significant (≥ 3%)
						(vph)	(%)	(vph)	(%)	
1260	Belle Terre Parkway	East Hampton Boulevard to SR 100	4ln - Div	COPC	D	3,580	6.33%	34	0.95%	NO
1263	Belle Terre Blvd.	SR 100 to Zebulas Trail	2-ln - UnDiv	COPC	D	2,170	7.01%	38	1.75%	NO
1265	Belle Terre Blvd.	Zebulas Trail to Zaun Trail	2-ln - UnDiv	COPC	D	2,170	7.43%	40	1.84%	NO
1270	Belle Terre Blvd.	Zaun Trail to Citation Parkway	2-ln - UnDiv	COPC	D	2,170	7.82%	42	1.94%	NO
1275	Belle Terre Blvd.	Citation Parkway to US 1	2-ln - UnDiv	COPC	D	2,170	2.40%	13	0.60%	NO
4300	Bulldog Drive	SR 100 to Central Avenue	2-ln - UnDiv	COPC	D	1,330	1.91%	10	0.75%	NO
3312	Citation Parkway	Belle Terre Parkway to Laguna Forest Lane	2-ln - UnDiv	COPC	D	2,170	10.21%	55	2.53%	NO
3315	Citation Parkway	Seminole Woods Parkway to Sesame Boulevard	2-ln - UnDiv	COPC	D	2,170	0.86%	5	0.23%	NO
251	I-95 (SR 9)	Palm Coast City Limit to Palm Coast Parkway	6ln - Div	FDOT	C	8,370	0.00%	0	0.00%	NO
292	I-95 (SR 9)	Palm Coast Parkway to SR 100	6ln - Div	FDOT	C	8,370	5.77%	31	0.37%	NO
255	I-95 (SR 9)	SR 100 to Old Dixie Highway	6ln - Div	FDOT	C	8,370	0.00%	0	0.00%	NO
3325	Seminole Woods Parkway	SR 100 to Ulaturn Place	4ln - Div	COPC	D	5,900	22.81%	122	2.07%	NO
3300	Seminole Woods Parkway	Ulaturn Place to Citation Parkway	4ln - Div	COPC	D	5,900	23.56%	126	2.14%	NO
3310	Seminole Woods Parkway	Citation Parkway to Sesame Boulevard	2-ln - UnDiv	COPC	D	2,170	24.47%	131	6.04%	YES
3305	Seminole Woods Parkway	Sesame Boulevard to US 1	2-ln - UnDiv	COPC	D	2,170	62.18%	333	15.35%	YES
3320	Sesame Boulevard	Seminole Woods Parkway to terminus	2-ln - UnDiv	COPC	D	2,170	2.38%	13	0.60%	NO
3560	State Road 100	John Anderson Drive to Colbert Lane	4ln - Div	FDOT	D	3,580	4.37%	23	0.64%	NO
3550	State Road 100	Colbert Lane to Tuscany Blvd.	4ln - Div	FDOT	D	3,580	6.64%	36	1.01%	NO
3540	State Road 100	Tuscany Blvd. to Old Kings Road	4ln - Div	FDOT	D	3,580	6.64%	36	1.01%	NO
3530	State Road 100	Old Kings Road to I-95	4ln - Div	FDOT	D	3,580	9.66%	52	1.45%	NO
3525	State Road 100	I-95 to Memorial Medical Parkway	4ln - Div	FDOT	C	3,420	15.43%	83	2.43%	NO
3520	State Road 100	Memorial Medical Pkwy to Seminole Woods Parky	4ln - Div	FDOT	C	3,420	15.92%	85	2.49%	NO
3515	State Road 100	Seminole Woods Pkwy to Bulldog Drive	4ln - Div	FDOT	C	3,420	5.25%	28	0.82%	NO
3510	State Road 100	Bulldog Drive to Landings Blvd.	4ln - Div	FDOT	C	3,420	2.36%	13	0.38%	NO
3505	State Road 100	Landings Blvd. to Belle Terre Parkway	4ln - Div	FDOT	C	3,420	0.11%	1	0.03%	NO
3500	State Road 100	Belle Terre Parkway to Palm Coast City Limits	4ln - Div	FDOT	C	3,420	0.55%	3	0.09%	NO
4100	Town Center Blvd.	SR 100 to Hospital Drive	4ln - Div	COPC	D	5,900	1.61%	9	0.15%	NO
101	US1 (SR5)	Palm Coast City Limit to Belle Terre Parkway	4ln - Div	FDOT	D	3,580	10.42%	56	1.56%	NO
3750	US1 (SR5)	Belle Terre Parkway to DuPont Road	4ln - Div	FDOT	D	3,580	8.28%	44	1.23%	NO
3755	US1 (SR5)	DuPont Road to Seminole Woods Parkway	4ln - Div	FDOT	D	3,580	13.36%	72	2.01%	NO
235	US1 (SR5)	Seminole Woods Parkway to Palm Coast City Lim	4ln - Div	FDOT	D	3,580	48.21%	258	7.21%	YES

= Significantly Impacted Link
Source: 2024 Transportation Facility Status Report, CFRPMv7.0

Figure 3 – Project Traffic Distribution Map



cube
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Existing Conditions

As indicated in **Table 2**, the following roadway segment and intersections are significantly impacted by the project and were included in this analysis.

Roadway Segments

- Seminole Woods Parkway from Citation Boulevard to Sesame Boulevard
- Seminole Woods Parkway from Sesame Boulevard to US 1 (SR 5)
- US 1 (SR 5) from Seminole Woods Parkway to Palm Coast City Limits

Intersections

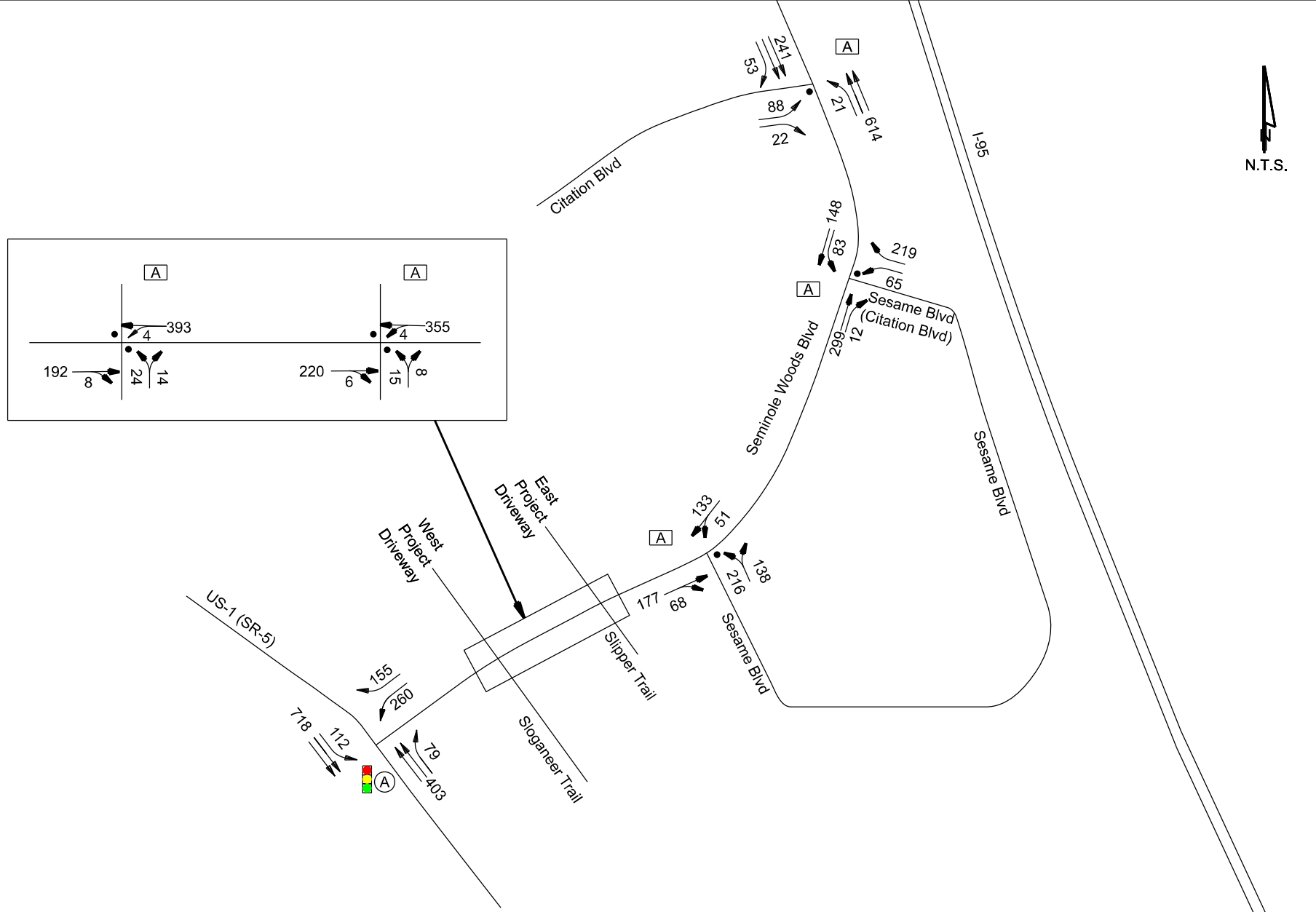
- Citation Boulevard at Seminole Woods Boulevard
- US-1 at Seminole Woods Boulevard
- Seminole Woods Boulevard at Sloganeer Trail (West Project Driveway)
- Seminole Woods Boulevard at Slipper Trail (East Project Driveway)
- Seminole Woods Boulevard and Sesame Boulevard (South)
- Seminole Woods Boulevard and Sesame Boulevard (North)

Traffic counts were collected during the morning (AM) and afternoon (PM) peak hours at the intersection of Seminole Woods Boulevard and Sesame Boulevard (North) on February 26, 2026, while all other intersections were collected during the AM and PM peak hours on February 11, 2026. These counts are presented in **Appendix D**. **Table 3** depicts the existing PM peak hour traffic on each impacted segment along with the level of service based on the *2024 Transportation Facility Status Report* (TFSR) for the City of Palm Coast (COPC). The segment volumes were taken from the 2024 TFSR as well. Traffic counts were annualized with their respective seasonal factors. **Appendix E** contains the FDOT Seasonal Factor Report. **Figure 4** and **Figure 5** present the existing AM and PM peak hour turning movement volumes at the study intersections, along with the current lane configurations and the corresponding Level of Service (LOS) results. LOS for both peak hours was determined in accordance with the methodologies and procedures outlined in the *Highway Capacity Manual 7th Edition*, with operational analyses performed using *Synchro/SimTraffic* software.

Table 3
Seminole Trace
Segment - 2026 Existing Traffic Volumes

Link	Roadway	Segment	LOS Standard	PM Peak Hour		
				MSV (vph)	Existing Volume (vph)	Level of Service
3310	Seminole Woods Parkway	Citation Parkway to Sesame Boulevard	D	2,170	918	C
3305	Seminole Woods Parkway	Sesame Boulevard to US 1	D	2,170	994	C
235	US1 (SR5)	Seminole Woods Parkway to Palm Coast City Limit	D	3,580	2,005	C

Source: COPC 2024 Transportation Facility Status Report



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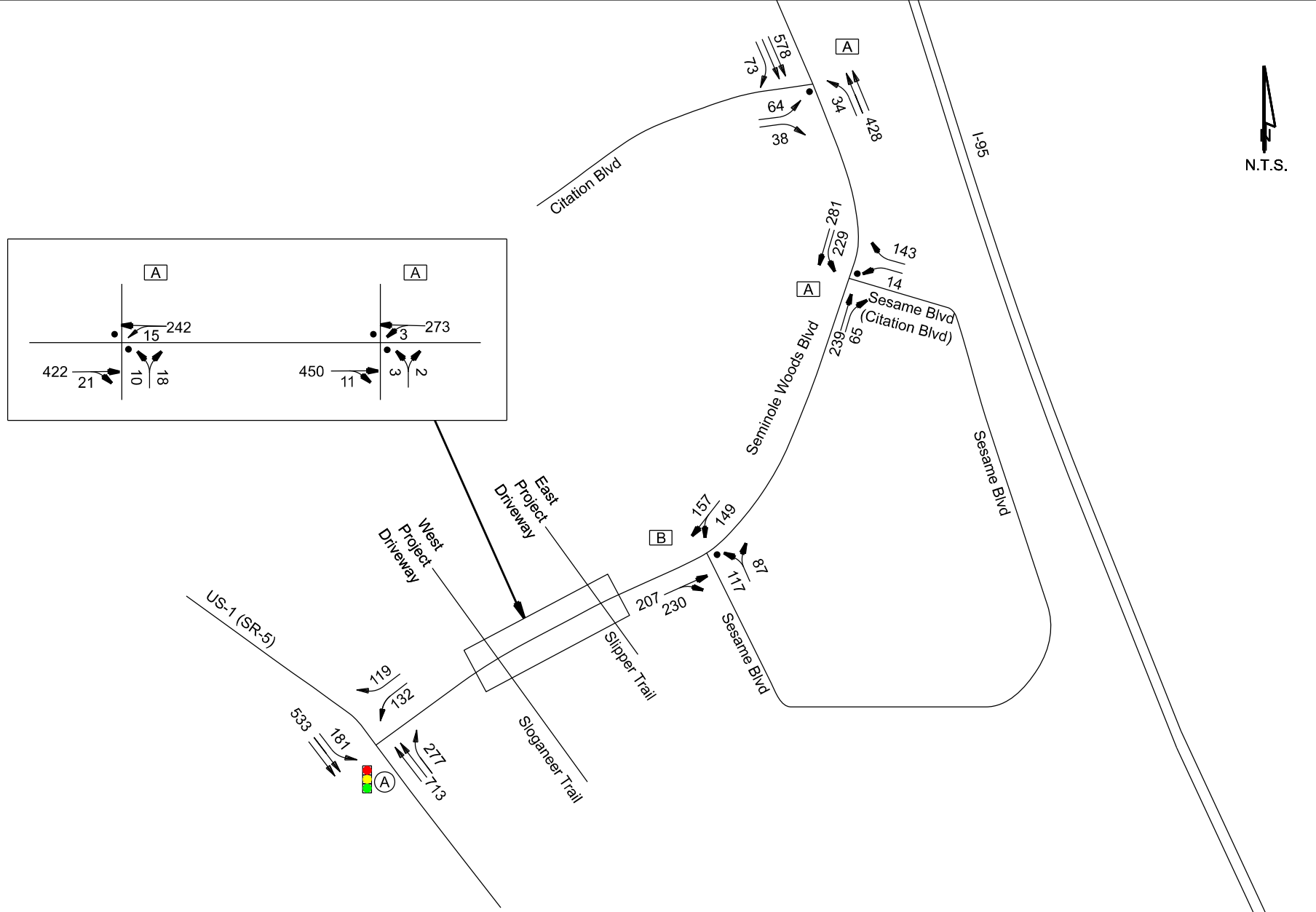
CA - 00002584 LC - 0000316

Traffic Impact Assessment
Seminole Trace

AM Peak Hour
Existing Volumes
(2026)

Figure 4



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Traffic Impact Assessment
Seminole Trace

PM Peak Hour
Existing Volumes
(2026)

Figure 5

As shown, all the study segments of Seminole Woods Parkway and US-1 (SR-5) are currently operating at an acceptable LOS. The intersection analysis also indicates that the impacted intersections are currently operating at an acceptable level of service. Copies of the Synchro printouts for the AM and PM existing conditions are contained in **Appendix F**.

Background Traffic Estimates

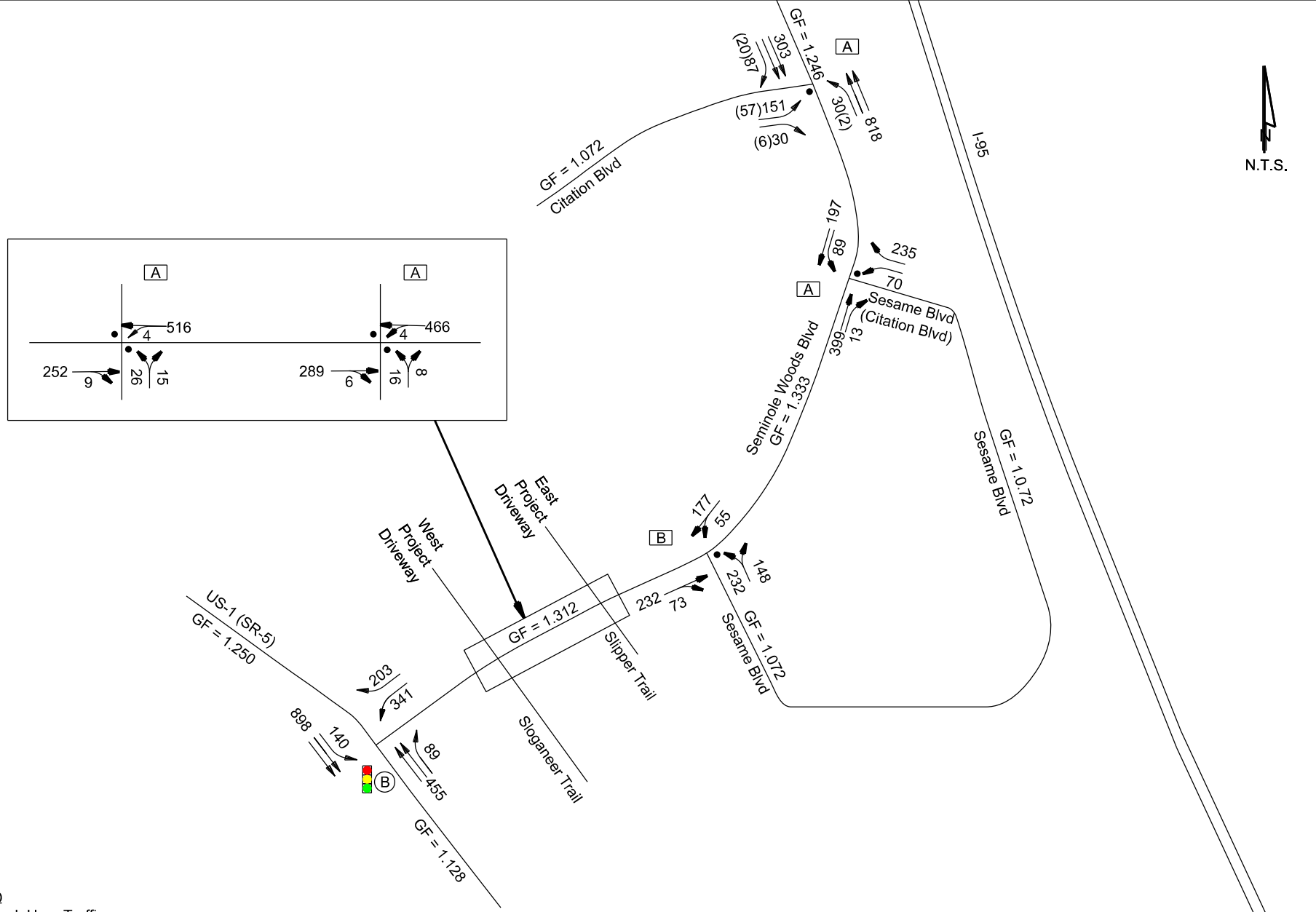
2033 background traffic volume estimates, trips associated with non-project growth, were estimated by adding the PM Peak Hour Vested trips to the existing PM peak hour volumes. The turning movement volumes at the intersections were factored up based on the percentage increase in traffic with the addition of the vested trips on each approach. If the approach isn't included in the Transportation Facilities Status Report or if there were no vested trips, a growth rate of one percent per year (1%/yr) was used to expand the existing turning movement volumes. Grand Landings Phase 5 and 6 was included in the background at the intersection of Citation Blvd & Seminole Woods Blvd. The report text for Grand Landings Phase 5 and 6 traffic study is included in **Appendix G**. **Table 4** illustrates the background traffic volumes (2033) for the roadway segments on which the project is significant.

As shown in **Table 4**, none of the roadway segments are projected to fail under existing and committed traffic volumes. **Figure 6** and **Figure 7** illustrate the estimated turning movement volumes on the intersections as specified in the methodology for the AM and PM background traffic conditions respectively. **Appendix H** provides the Synchro analysis printouts for both peak periods under background traffic conditions.

Table 4
Seminole Trace
Segment - 2033 Background Traffic Volumes

Link	Roadway	Segment	LOS Standard	PM Peak Hour						
				MSV	Existing Volume	Vested Traffic	Grand Landings 5 & 6	Background Traffic	Growth Factor	Level of Service
				(vph)	(vph)	(vph)	(vph)	(vph)		
3310	Seminole Woods Parkway	Citation Parkway to Sesame Boulevard	D	2,170	918	306	6	1,230	1.333	C
3305	Seminole Woods Parkway	Sesame Boulevard to US 1	D	2,170	994	310	4	1,308	1.312	C
235	US1 (SR5)	Seminole Woods Parkway to Palm Coast City Limit	D	3,580	2,005	325	0	2,330	1.162	C

Source: 2024 Transportation Facility Status Report, Grand Landings Phase 5 & 6 Traffic Impact Analysis
Note: Growth Factor calculated by dividing background traffic (without Grand Landings 5 & 6) by existing traffic
Growth Factors used to expand turning movement counts at the study intersections
If the link does not include vested trips, a growth rate of one percent per year (1%/year) was used to expand the turning movement counts
PM peak hour growth factors were applied equivalently to the AM peak hour.



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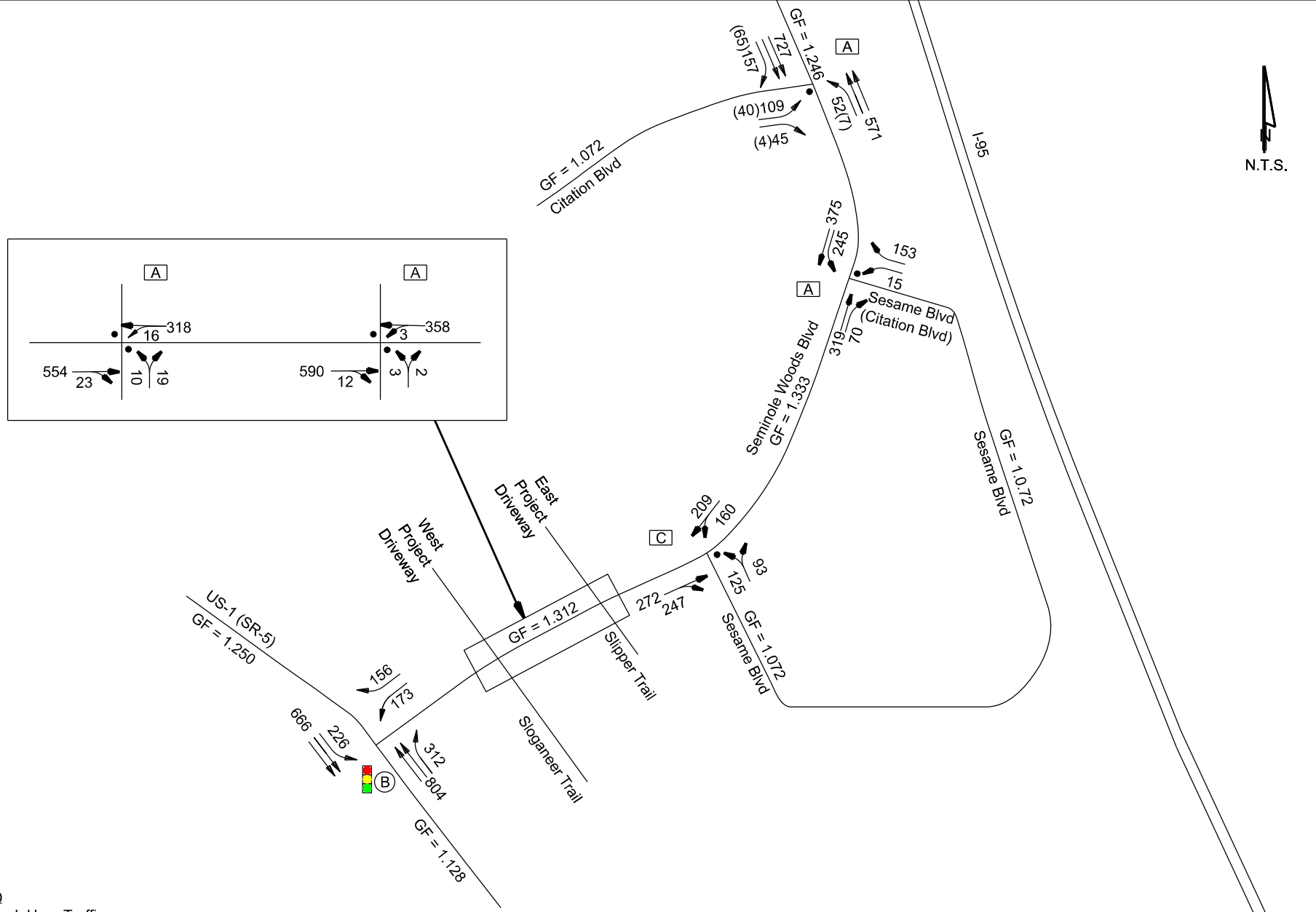
Traffic Impact Assessment
Seminole Trace

AM Peak Hour Background Volumes (2033)

Figure 6



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Traffic Impact Assessment
Seminole Trace

PM Peak Hour Background Volumes (2033)

Figure 7

Trip Generation Estimates

Project traffic volume estimates were developed using the trip generation equations contained in the 12th edition of the Institute of Transportation's (ITE) *Trip Generation Manual*. **Table 1** illustrates the calculation of the gross daily, AM peak hour and PM peak hour traffic associated with the Seminole Trace development.

Traffic Distribution and Assignment Methodology

Total project traffic was assigned to the area roadway network using traffic distribution patterns developed using the CFRPMv7.0. **Figure 8** illustrates the distribution of project traffic at each of the study intersections. Project traffic volumes between the western and eastern driveway onto Seminoles Woods Boulevard were pro-rated based off development quantities within phases.

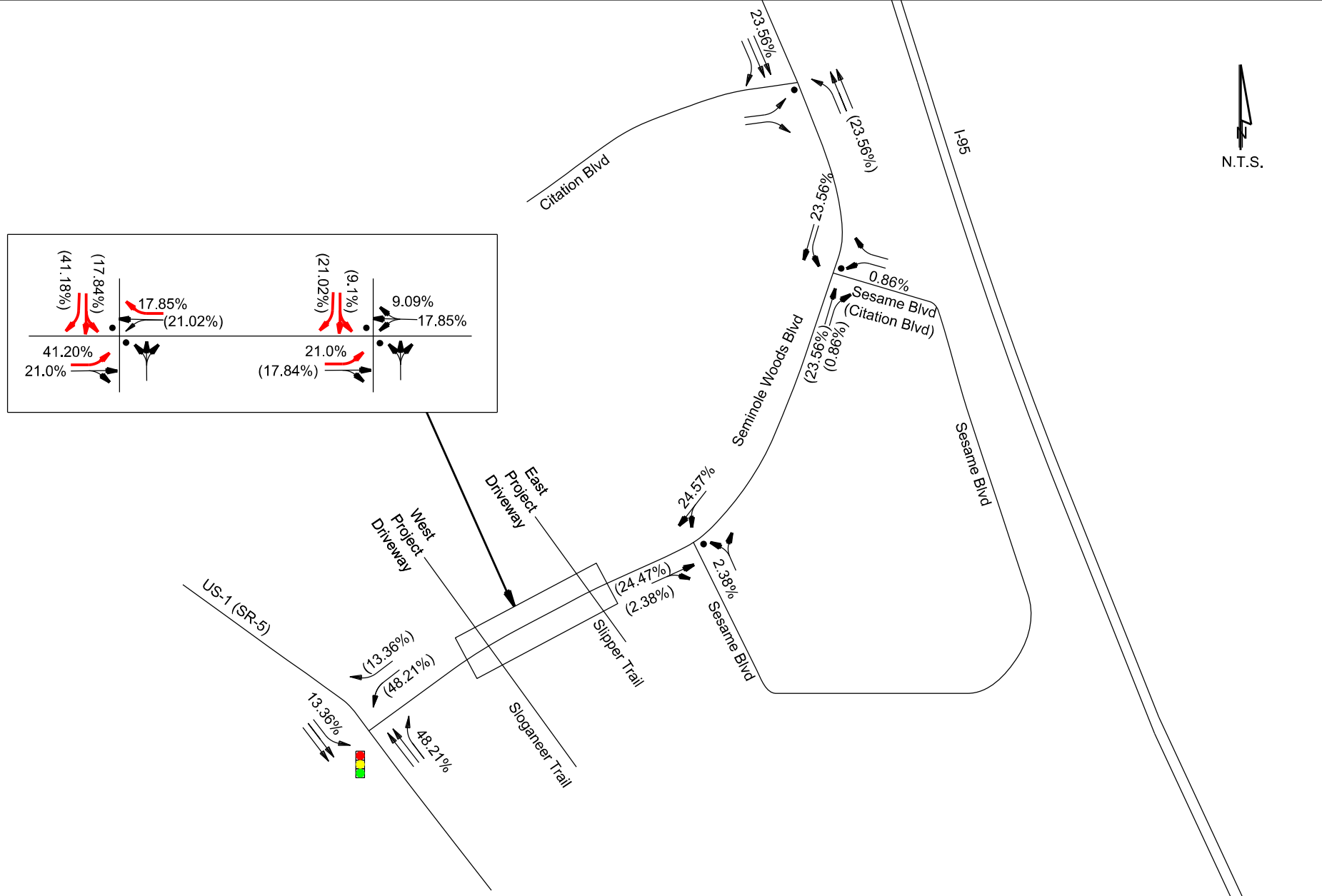
Total Traffic Conditions

Table 5 below illustrates the operating conditions on the significantly impacted roadway segment. As shown, none of the roadway segments are anticipated to fail in the total traffic conditions. **Figure 9** and **Figure 10** illustrate the estimated turning movement volumes on the intersections as specified in the methodology for the AM and PM total traffic conditions respectively. Copies of the Synchro printouts for the AM and PM total traffic conditions are included in **Appendix J**. The volume calculations are provided in **Appendix K.**

Table 5
Seminole Trace
Segment - 2033 Total Traffic Volumes

Link	Roadway	Segment	LOS Standard	PM Peak Hour					
				MSV	Background Traffic	Project Traffic Distribution	Project Traffic	Total Traffic	Level of Service
				(vph)	(vph)	(%)	(vph)	(vph)	
3310	Seminole Woods Parkway	Citation Parkway to Sesame Boulevard	D	2,170	1,230	24.47%	131	1,361	C
3305	Seminole Woods Parkway	Sesame Boulevard to US 1	D	2,170	1,308	62.18%	333	1,641	D
235	US1 (SR5)	Seminole Woods Parkway to Palm Coast City Limit	D	3,580	2,330	48.21%	258	2,588	C

Source: 2024 Transportation Facility Status Report, Grand Landings Phase 5 & 6 Traffic Impact Analysis



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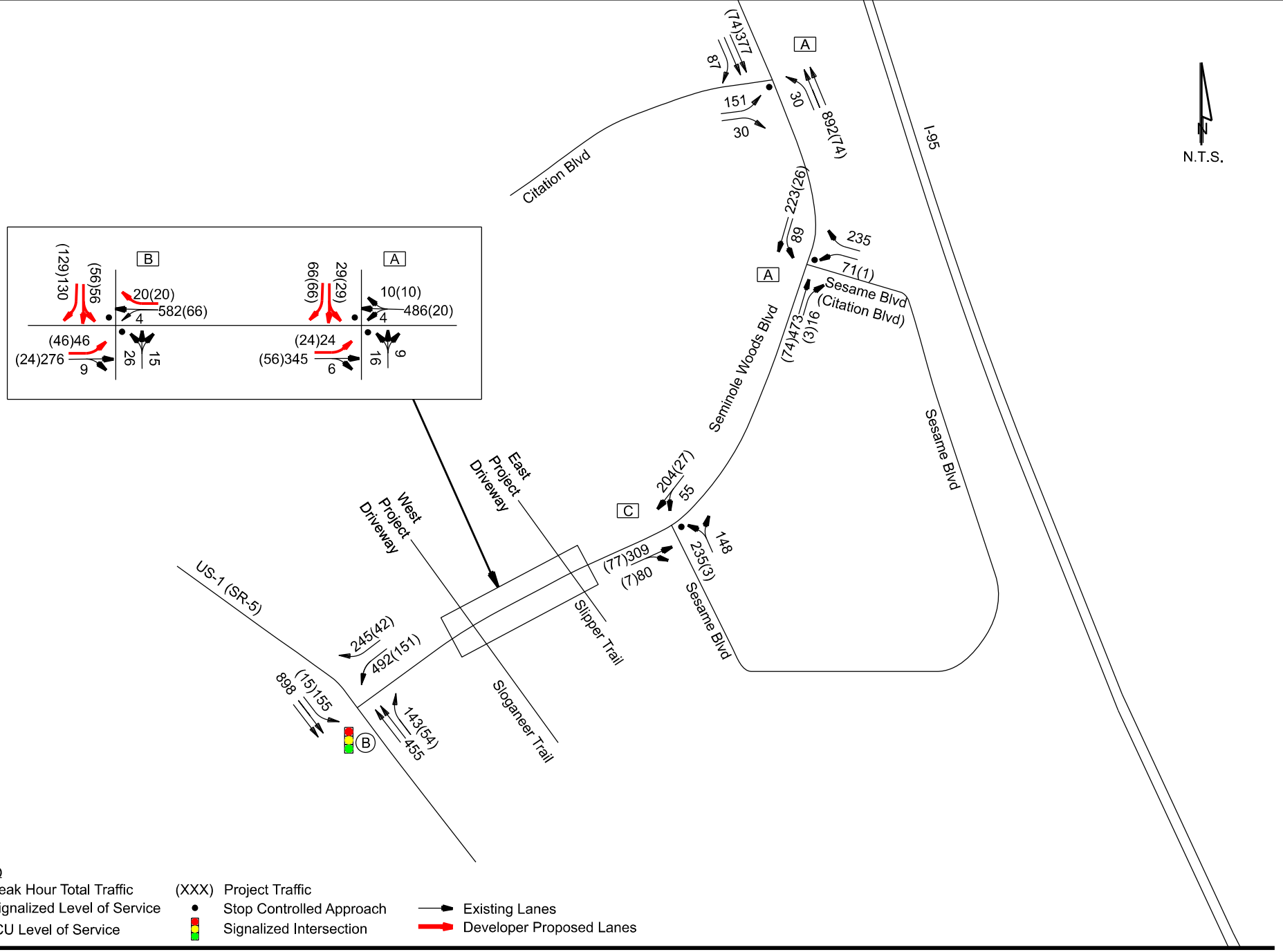
Traffic Impact Assessment
Seminole Trace

Peak Hour
Traffic Distribution

Figure 8



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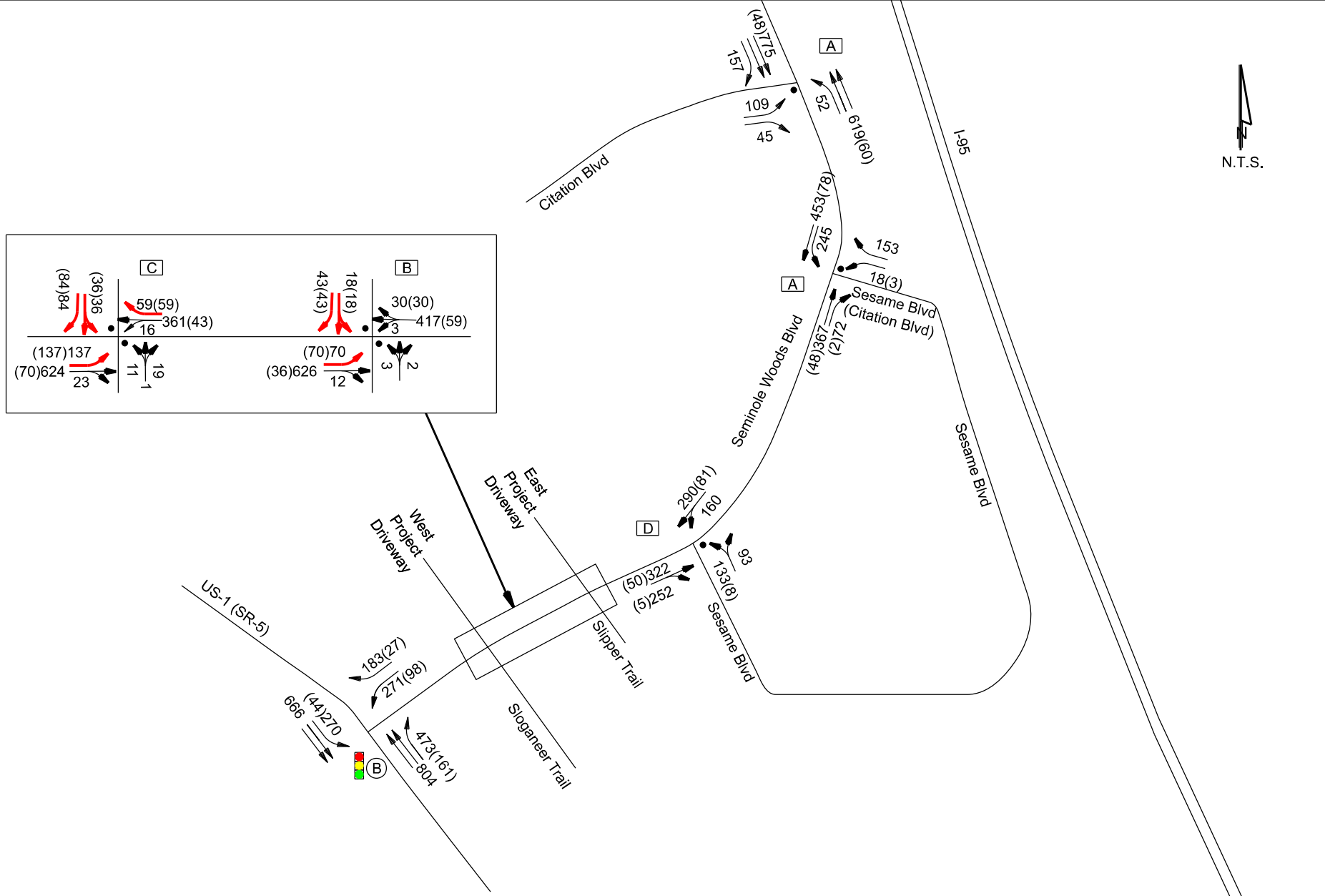
Traffic Impact Assessment
Seminole Trace

AM Peak Hour
Total Traffic Estimates
(2033)

Figure 9



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Traffic Impact Assessment
Seminole Trace

PM Peak Hour
Total Traffic Estimates
(2033)

Figure 10

Access Improvements

Seminole Woods Boulevard in the vicinity of the project entrances is a 2-lane roadway with an AADT greater than 5,000 vehicles per day and a posted speed limit of 55 miles per hour. In accordance with the City of Palm Coast Turn Lane Technical Guidelines, an eastbound left turn lane is warranted at both the western driveway, which aligns with Sloganeer Trail, and at the eastern driveway which aligns with Slipper Trail. A westbound right turn lane is not warranted at either access point based on the projected turning movement volumes. The west entrance, eastbound left turn lane is recommended to provide a 100-ft taper and a full width storage length of 295-ft for a total length of 395-ft. The east entrance, eastbound left turn lane is recommended to provide a 100-ft taper and a full width storage length of 210-ft for a total length of 310-ft. **Table 6** below details turn lane lengths for each project access.

Table 6
Seminole Trace
Recommended Turn Lane Lengths

Movement	Number of Lanes	AADT (vpd)	Posted Speed Limit (mph)	Peak Hour Turning Volumes (vph)	Warranted?	Recommended Taper Length (ft)	Recommended Deceleration Length (ft)	Storage Length Dimension Table (SLDT) (ft)	Deceleration Length + SLDT (ft)	Recommended Turn Lane Length (ft)
Western Driveway at Seminole Woods Parkway										
Westbound Right Turn	2	>5,000	55	59	No	N/A	N/A	N/A	N/A	N/A
Eastbound Left Turn				137	Yes	100	135	155.5	290.5	395
Eastern Driveway at Seminole Woods Parkway										
Westbound Right Turn	2	>5,000	55	30	No	N/A	N/A	N/A	N/A	N/A
Eastbound Left Turn				70	Yes	100	135	75	210	310

Construction Timing

Per discussions with COPC staff, ETM has included the construction timing of the proposed access improvements. Per the COPC Turn Lane Standards about construction timing "*Turn lanes shall be constructed with the infrastructure and prior to the vertical construction of any buildings unless the City allows some of the vertical building construction prior to completion of the turn lanes. When a project is phased, the turn lanes shall be constructed with the earliest phase that the turn lane meets at least 50% of the criteria for requiring the turn lane.*" In accordance with this guidance, ETM's proposal entails the construction of access improvements at the western project driveway as part of the infrastructure development for Seminole Trace Phase 1 and Phase 2. Furthermore, ETM's plan also involves the construction of access enhancements at the eastern project driveway in conjunction with the infrastructure development within Seminole Trace Phase 3.

Conclusions and Recommendations

Based upon the analysis, the project is not anticipated to significantly impact the operation of the surrounding roadway network. ETM recommends the installation of an eastbound left turn lane at the western project driveway and an eastbound left turn lane at the eastern project driveway. No additional improvements are recommended at this time.

Appendix A
Traffic Impact Study Methodology

ETM
VISION ▪ EXPERIENCE ▪ RESULTS

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tel 904-642-8990 • fax 904-646-9485
14775 Old St. Augustine Road • Jacksonville, Florida 32258

June 6, 2023

Mr. Michael Grunewald
Traffic Engineer
City of Palm coast
160 Lake Avenue
Palm Coast, FL 32164

Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida
ETM No. 21-224

Dear Mr. Grunewald:

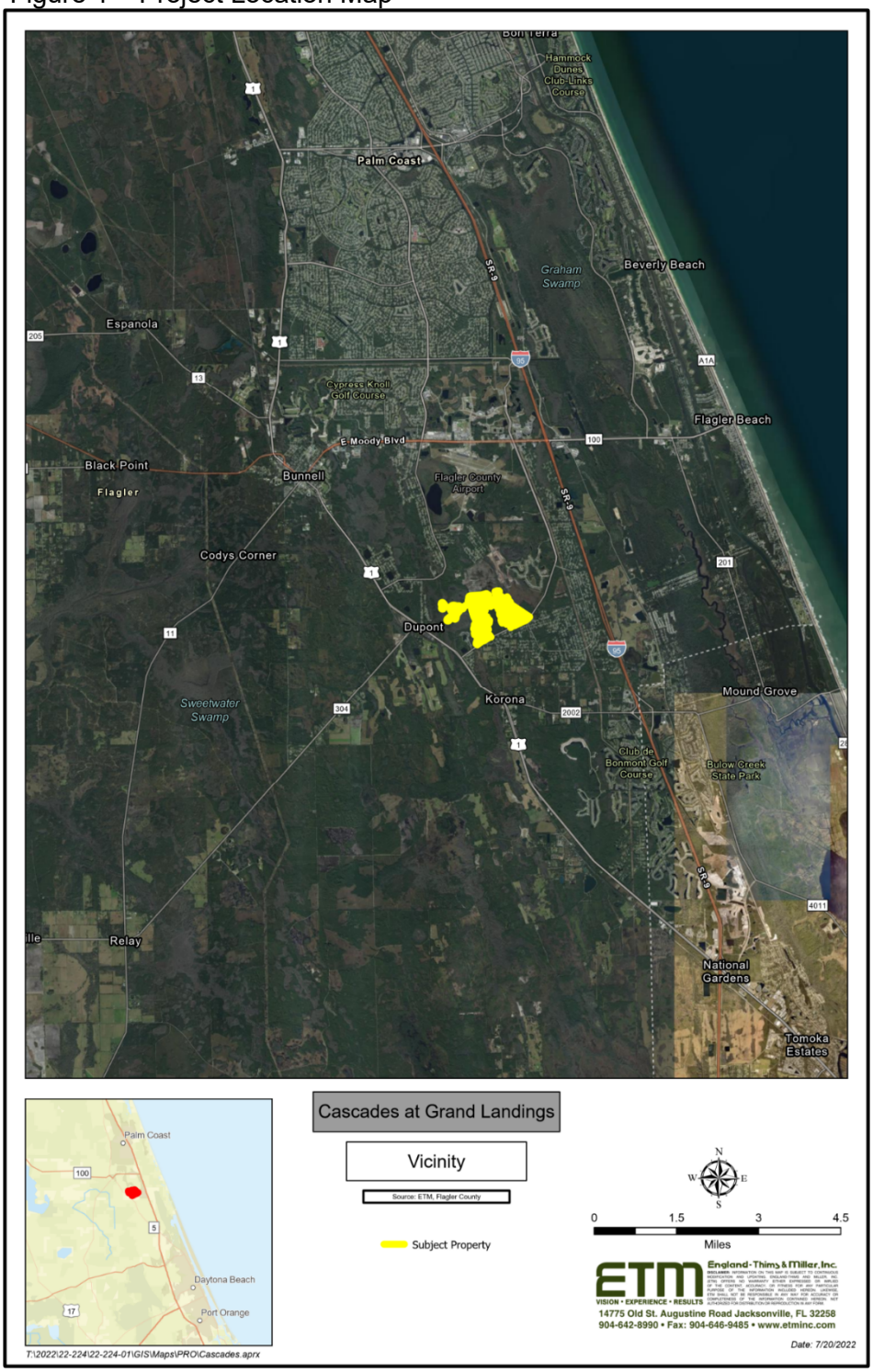
England, Thims & Miller, Inc. (ETM) has been retained by Byrndog, PCP LLC to prepare a Traffic Impact Analysis (TIA) for the proposed Cascades at Grand Landings development. The proposed project is located on the north of Seminole Woods Boulevard to the south of Flagler Executive Airport in the City of Palm Coast, Florida, between US 1 to the West and Seminole Woods Boulevard to the East. The primary access to the external roadway network will be located on Seminole Woods Boulevard, however the development will have a secondary access through the Grand Landings Phase 5 and 6 development to the north. A general location map is attached as **Figure 1** and the conceptual site plan as **Figure 2**.

The purpose of performing the TIA is to provide the necessary traffic operational information to obtain transportation concurrency for the proposed development illustrated in the conceptual site plan and to identify the potential impacts of the project. The project is expected to be fully developed and fully occupied by 2030 and will consist of approximately 557 single family dwelling units and 333 multifamily dwelling units.

The City of Palm Coast has adopted the River to Sea Transportation Planning Organization (R2CTPO) TIA guidelines. In accordance with these guidelines, this letter outlines the proposed methodology used to guide the analysis.

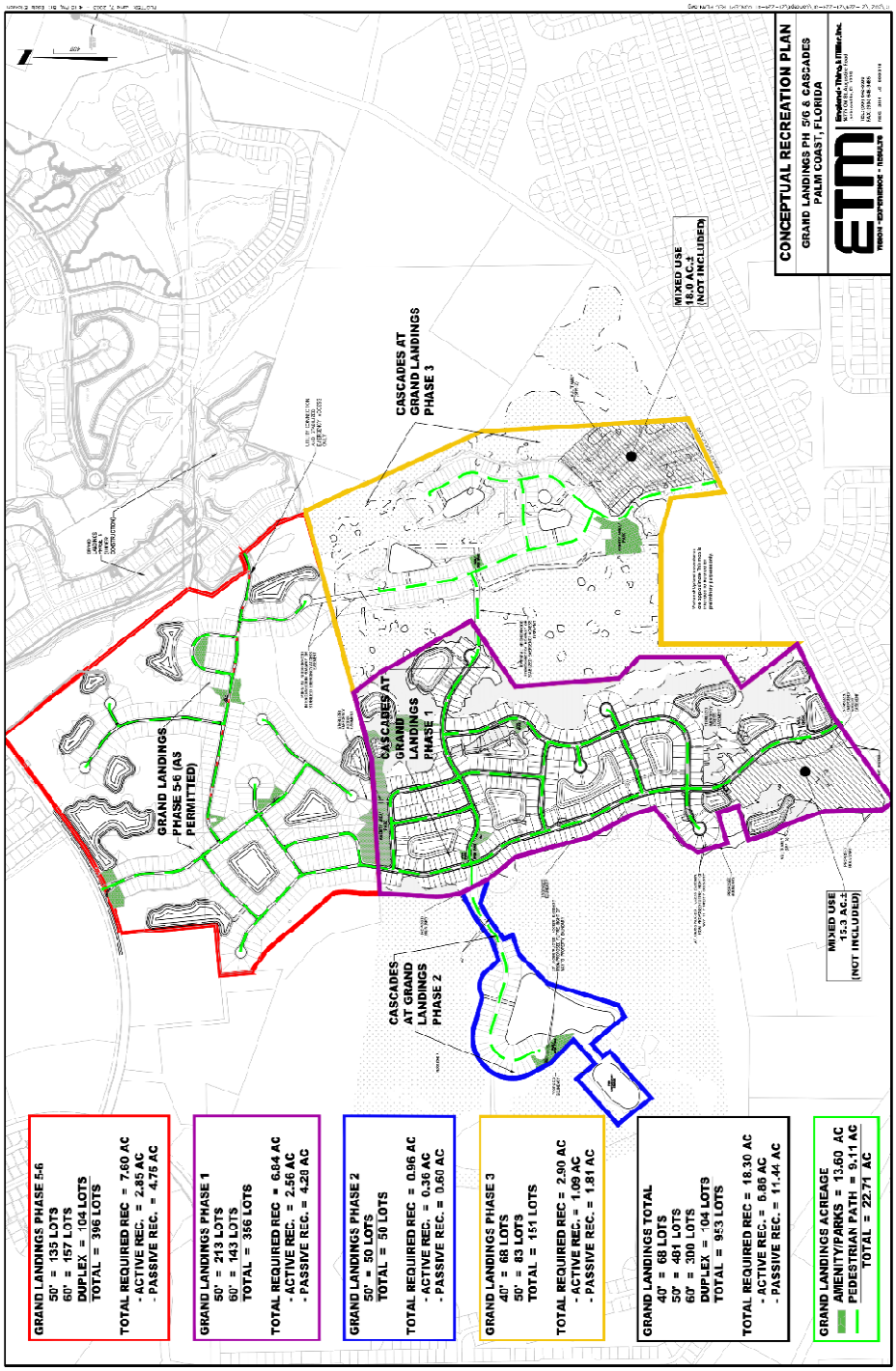
Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida
ETM No. 21-224

Figure 1 – Project Location Map



Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida
ETM No. 21-224

Figure 2 – Conceptual Site Plan



Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida ETM No. 21-224

Analysis Period

Roadway Segments and ***Intersections*** will be analyzed based on the PM peak-hour two-way traffic. The analysis will be conducted for the 2023 existing conditions, 2030 background conditions and 2030 full build-out conditions. The analysis will be based on the latest concurrency information, as obtained from the City of Palm Coast and the Florida Department of Transportation (FDOT).

Turning Movement Counts (TMCs) will be ordered at the following intersections:

- Belle Terre Boulevard at Citation Parkway
- Citation Boulevard at Project Driveways (future conditions)
- US 1 at Seminole Woods Boulevard
- Seminole Woods Boulevard at Slipper Trail (Project Driveway)
- Seminole Woods Boulevard at Sloganeer Trail (Project Driveway)
- Seminole Woods Boulevard at Sesame Boulevard

Traffic Volumes

The analysis will be based on the latest traffic information, obtained from the City of Palm Coast Public Works and/or Development Services Departments and FDOT.

Project Trip Distribution

The Central Florida Regional Planning Model, version 7.0 was used to obtain the project trip distribution. The 2030 socio-economic (S/E) data sets were modified to include the proposed development and used a select link analysis to generate the distribution of the project's traffic. The project traffic distribution is graphically displayed in **Figure 3.**

Trip Generation

The PM peak-hour trip generation of the proposed development was determined by using the Institute of Transportation Engineer's (ITE) ***Trip Generation Manual***, 11th edition. The proposed trip generation for the proposed development is shown in **Table 1**.

Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida
ETM No. 21-224

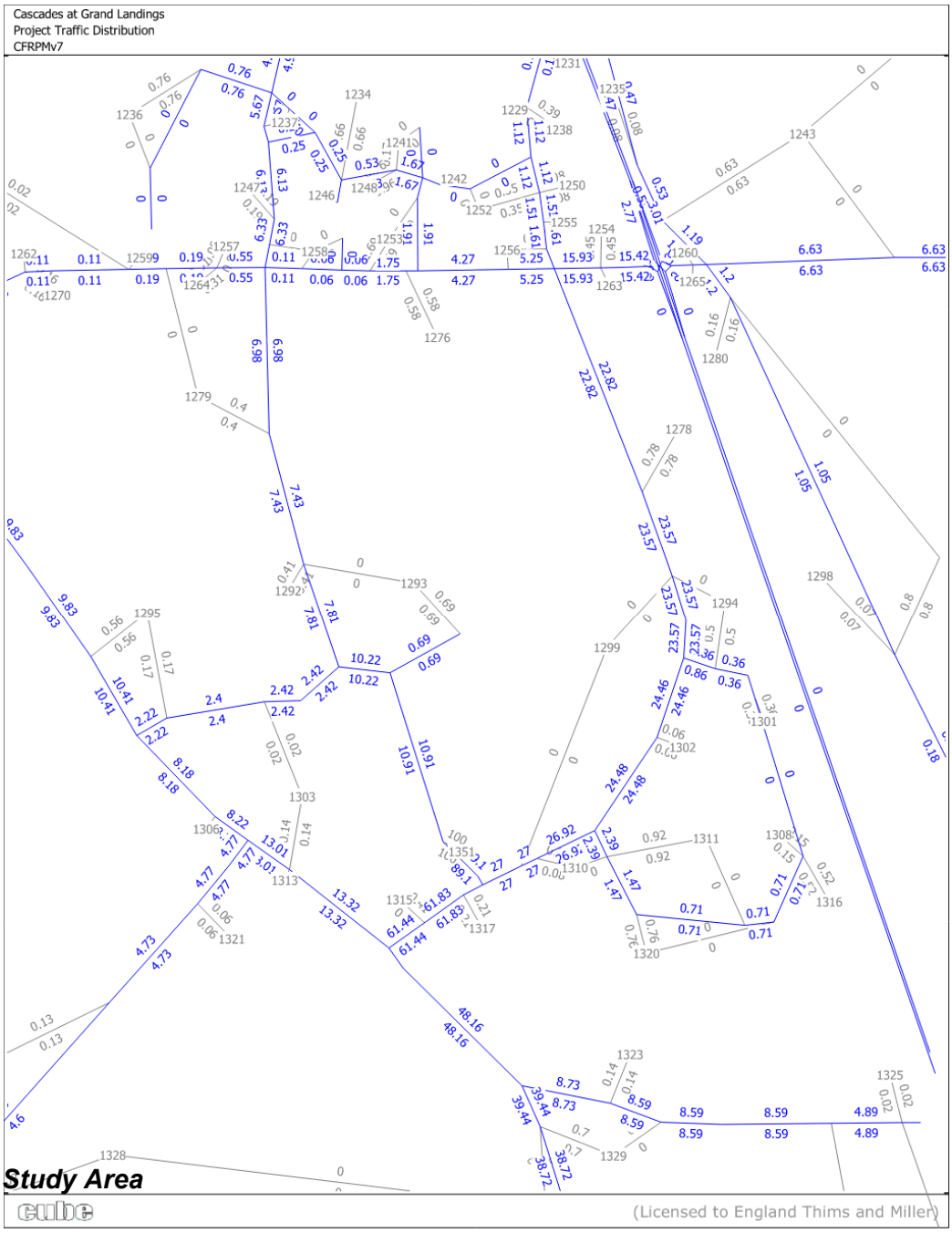
Table 1
Cascades at Grand Landings
Project Trip Generation Estimates

CFRPMv7 TAZ	Land Use Code	Description	Quantity	Units	Trip Generation				
					Period	Rate/Equation	Total	Entering	Exiting
1353	210	Single Family Residential	557	DUs	Daily	Ln(t) = 0.92ln(x) + 2.68	4,899	2,450	2,449
					AM Peak	Ln(t) = 0.91ln(x) + 0.12	356	89	267
					PM Peak	Ln(t) = 0.94ln(x) + 0.27	499	314	185
1353	220	Multifamily Housing (Low-Rise) - Not Close to Rail	333	DUs	Daily	T = 6.41(X) + 75.31	2,210	1,105	1,105
					AM Peak	T = 0.31(X) + 22.85	126	30	96
					PM Peak	T = 0.43(X) + 20.55	164	103	61
1353		Total	890	DUs	Daily		7,109	3,555	3,554
					AM Peak		482	119	363
					PM Peak		663	417	246

Source: 11th edition of the Institute of Transportation Er 619/100

Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida ETM No. 21-224

Figure 3 – Project Traffic Distribution



Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida ETM No. 21-224

Per the R2CTPO guidelines, projects which generate more than 100 PM peak-hour two-way trips must include all roadway segments that are impacted by the proposed project to a level of three percent (3%) or more of the adopted maximum service volume (MSV) of roadway segment.

Using the estimated pm peak hour project trips and the project trip distribution, the project on each roadway segment in the area was estimated and compared to the MSV to determine which roadway segments in the area will be significantly impacted by the project. **Table 2** depicts the significance test on the major roadway network in the vicinity of the project.

Table 2
Cascades at Grand Landings
Significance Calculations

Link	Roadway	Segment	Typical Section	Maintaining Agency	LOS Standard	Peak Hour MSV	Project Traffic Distribution	PM Peak Hour		
								Project Traffic	Percent MSV	Significant (≥ 3%)
						(vph)	(%)	(vph)	(%)	
1260	Belle Terre Parkway	East Hampton Boulevard to SR 100	4ln - Div	COPC	D	3,580	6.33%	42	1.17%	NO
1263	Belle Terre Blvd.	SR 100 to Zebulas Trail	2-ln - UnDiv	COPC	D	2,170	6.98%	46	2.12%	NO
1265	Belle Terre Blvd.	Zebulas Trail to Zaun Trail	2-ln - UnDiv	COPC	D	2,170	6.98%	46	2.12%	NO
1270	Belle Terre Blvd.	Zaun Trail to Citation Parkway	2-ln - UnDiv	COPC	D	2,170	7.81%	52	2.40%	NO
1275	Belle Terre Blvd.	Citation Parkway to US 1	2-ln - UnDiv	COPC	D	2,170	2.42%	16	0.74%	NO
4300	Bulldog Drive	SR 100 to Central Avenue	2-ln - UnDiv	COPC	D	1,330	1.91%	13	0.98%	NO
3312	Citation Parkway	Belle Terre Parkway to Laguna Forest Lane	2-ln - UnDiv	COPC	D	2,170	10.22%	68	3.13%	YES
251	I-95 (SR 9)	Palm Coast City Limit to Palm Coast Parkway	6ln - Div	FDOT	C	10,060	0.00%	0	0.00%	NO
292	I-95 (SR 9)	Palm Coast Parkway to SR 100	6ln - Div	FDOT	C	10,060	2.77%	18	0.18%	NO
255	I-95 (SR 9)	SR 100 to Old Dixie Highway	6ln - Div	FDOT	C	10,060	0.00%	0	0.00%	NO
3325	Seminole Woods Parkway	SR 100 to Ulaturn Place	4ln - Div	COPC	D	5,900	22.82%	151	2.56%	NO
3300	Seminole Woods Parkway	Ulaturn Place to Citation Parkway	4ln - Div	COPC	D	5,900	23.57%	156	2.64%	NO
3310	Seminole Woods Parkway	Citation Parkway to Sesame Boulevard	2-ln - UnDiv	COPC	D	2,170	24.46%	162	7.47%	YES
3305	Seminole Woods Parkway	Sesame Boulevard to US 1	2-ln - UnDiv	COPC	D	2,170	62.09%	412	18.99%	YES
3320	Sesame Boulevard	Seminole Woods Parkway to terminus	2-ln - UnDiv	COPC	D	2,170	2.39%	16	0.74%	NO
3560	State Road 100	John Anderson Drive to Colbert Lane	4ln - Div	FDOT	D	3,580	6.75%	45	1.26%	NO
3550	State Road 100	Colbert Lane to Tuscany Blvd.	4ln - Div	FDOT	D	3,580	9.02%	60	1.68%	NO
3540	State Road 100	Tuscany Blvd. to Old Kings Road	4ln - Div	FDOT	D	3,580	6.63%	44	1.23%	NO
3530	State Road 100	Old Kings Road to I-95	4ln - Div	FDOT	D	3,580	9.66%	64	1.79%	NO
3525	State Road 100	I-95 to Memorial Medical Parkway	4ln - Div	FDOT	D	3,580	15.42%	102	2.85%	NO
3520	State Road 100	Memorial Medical Pkwy to Seminole Woods P	4ln - Div	FDOT	D	3,580	15.93%	106	2.96%	NO
3515	State Road 100	Seminole Woods Pkwy to Bulldog Drive	4ln - Div	FDOT	D	3,580	5.25%	35	0.98%	NO
3510	State Road 100	Bulldog Drive to Landings Blvd.	4ln - Div	FDOT	D	3,580	2.35%	16	0.45%	NO
3505	State Road 100	Landings Blvd. to Belle Terre Parkway	4ln - Div	FDOT	D	3,580	0.11%	1	0.03%	NO
3500	State Road 100	Belle Terre Parkway to Palm Coast City Limits	4ln - Div	FDOT	D	3,580	0.55%	4	0.11%	NO
4100	Town Center Blvd.	SR 100 to Hospital Drive	4ln - Div	COPC	D	5,900	1.61%	11	0.19%	NO
101	US1 (SR5)	Palm Coast City Limit to Belle Terre Parkway	4ln - Div	FDOT	D	3,580	10.41%	69	1.93%	NO
3750	US1 (SR5)	Belle Terre Parkway to DuPont Road	4ln - Div	FDOT	D	3,580	8.18%	54	1.51%	NO
3755	US1 (SR5)	DuPont Road to Seminole Woods Parkway	4ln - Div	FDOT	D	3,580	13.32%	88	2.46%	NO
235	US1 (SR5)	Seminole Woods Parkway to Palm Coast City L	4ln - Div	FDOT	D	3,580	48.16%	319	8.91%	YES

= **Significantly Impacted Link**
Source: FDOT Quality/Level of Service Handbook, CFRPMv7

Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida ETM No. 21-224

As indicated in **Table 2**, the following roadway segment and intersections are significantly impacted by the project and will be included in this analysis.

Roadway Segments

- Citation Parkway from Belle Terre Parkway to Laguna Forest Lane
- Seminole Woods Parkway from Citation Parkway to Sesame Boulevard
- Seminole Woods Parkway from Sesame Boulevard to US 1 (SR 5)
- US 1 (SR 5) from Seminole Woods Parkway to Palm Coast City Limits

Intersections

- Belle Terre Boulevard at Citation Parkway
- Citation Parkway at Project Driveways (future conditions)
- US 1 at Seminole Woods Boulevard
- Seminole Woods Boulevard at Slipper Trail (Project Driveway)
- Seminole Woods Boulevard at Sloganeer Trail (Project Driveway)
- Seminole Woods Boulevard at Sesame Boulevard

Total Traffic

2030 background traffic volume estimates, trips associated with non-project growth, for the road segments was calculated as the total of existing segment volumes plus the vested traffic. Intersection turning movements were estimated using a growth rate. The growth factor was calculated for each intersection approach by dividing the total PM peak hour trips (existing plus vested) by the existing PM peal hour volumes. The turning movement volumes at the intersections were expanded based on these growth factors.

Segment Analysis – Existing, Background and Total PM Peak Hour Traffic Conditions

The existing, background and total traffic volumes on each significantly impacted roadway segment will be compared to the maximum service volume for the segment to determine if the facility is operating at an acceptable level of service. A link specific capacity analysis may be conducted to determine the actual service volumes for a specific roadway segment (if authorized by the applicant). The procedures outlined in the most recent FDOT Quality/Level of Service Handbook will be used to conduct the analysis.

Intersection Analysis – Existing, Background and Total PM Peak Hour Traffic Conditions

An operational analysis of the existing and future PM Peak Hour traffic will be analyzed utilizing

Re: Cascades at Grand Landings – Traffic Impact Analysis Methodology, Palm Coast, Florida
ETM No. 21-224

the methodologies and procedures contained in the 6th edition of the Highway Capacity Manual using the Synchro/Sim Traffic Software for signalized intersections. The operating conditions of existing, background and total traffic will be tabulated in the TIA Report. The need for turn lanes will be based on FDOT's turn lane requirements.

Access Analysis

Access to the proposed development will be from Seminole Woods Parkway. The entrance will be analyzed for right and left turn lanes.

Alternative Travel Modes Analysis

The availability of alternative travel modes to and from the proposed development, inclusive of Paratransit, will be identified and discussed. Both pedestrian and bicycle mobility external to the site will also be included in the TIA.

Improvements

If warranted, appropriate roadway and intersection improvements will be identified at built-out of the project including site access improvements. Mitigation or proportionate fair share calculations for significant and adverse impacts to City facilities will be made in accordance with the City of Palm Coast Engineering and Construction process and procedures.

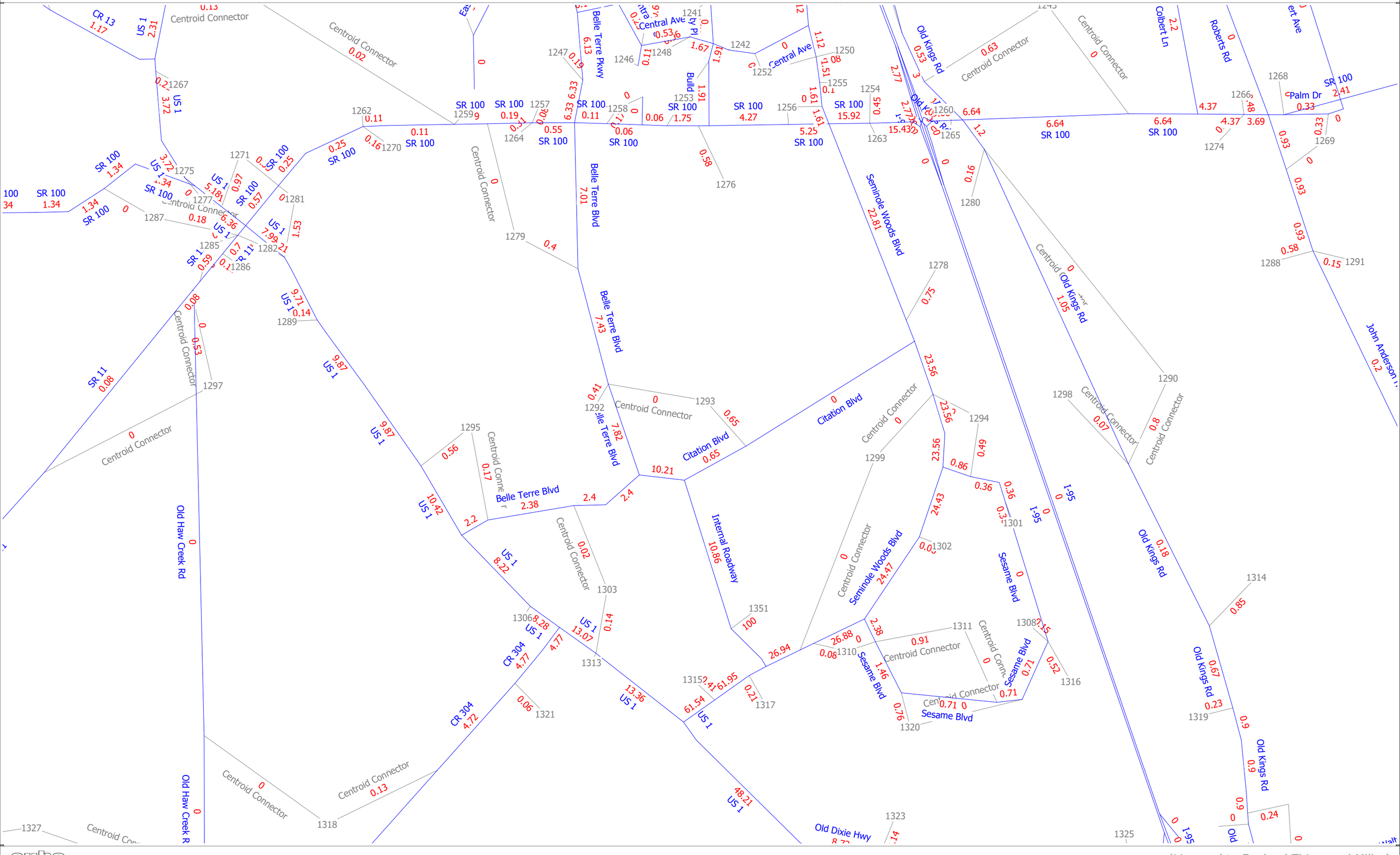
Please review the proposed methodology and advise if the City of Palm Coast is in agreement with the methodology as proposed. If you have any questions or need additional information, please advise.

Sincerely,
ENGLAND, THIMS & MILLER, INC.

Thomas L. Hatcher, P.E., PTOE, PTP
Transportation Engineer

Appendix B
Project Traffic Distribution Model Plot

Cascades at Grand Landings
Project Traffic Distribution
CFRPMv7



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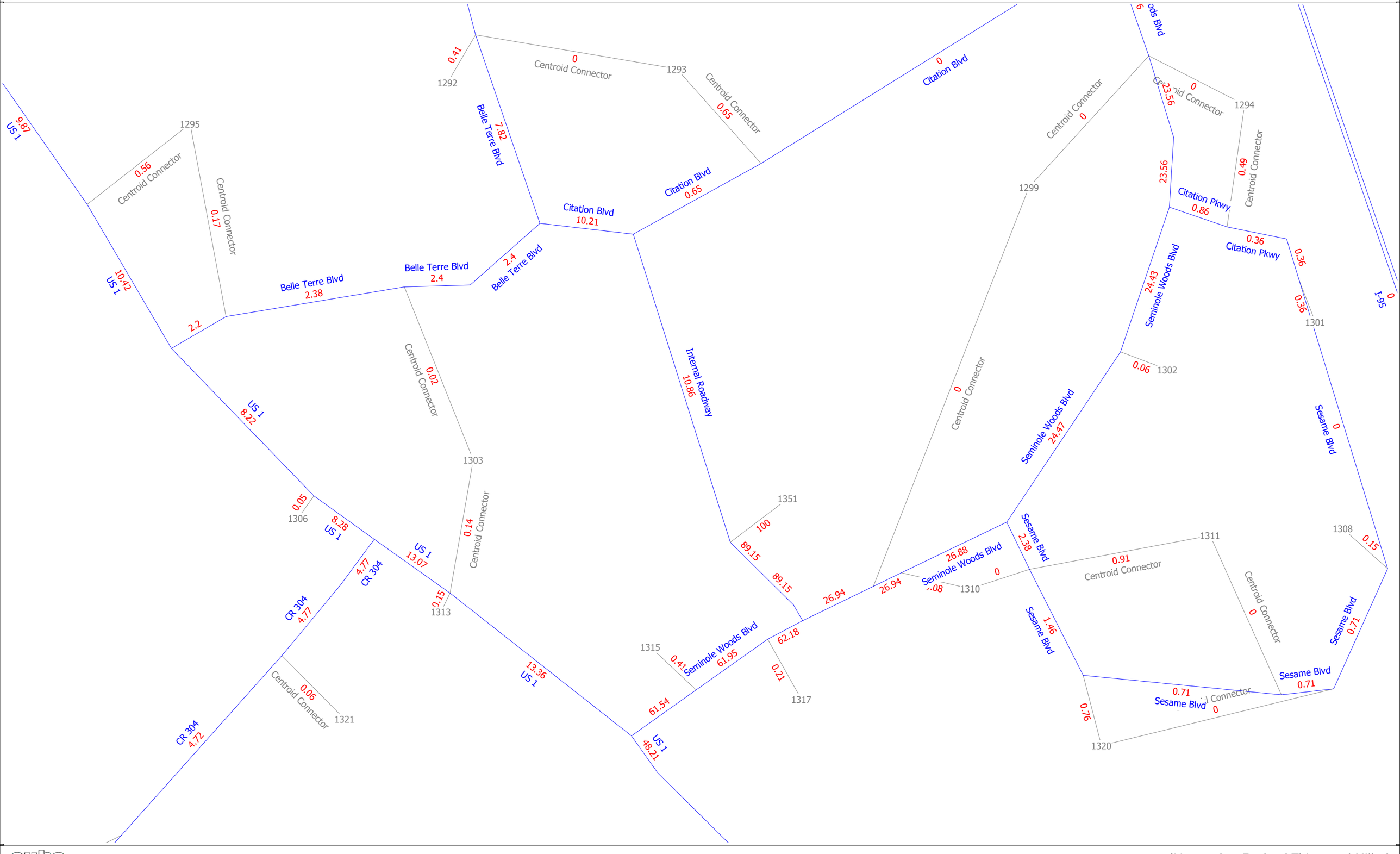

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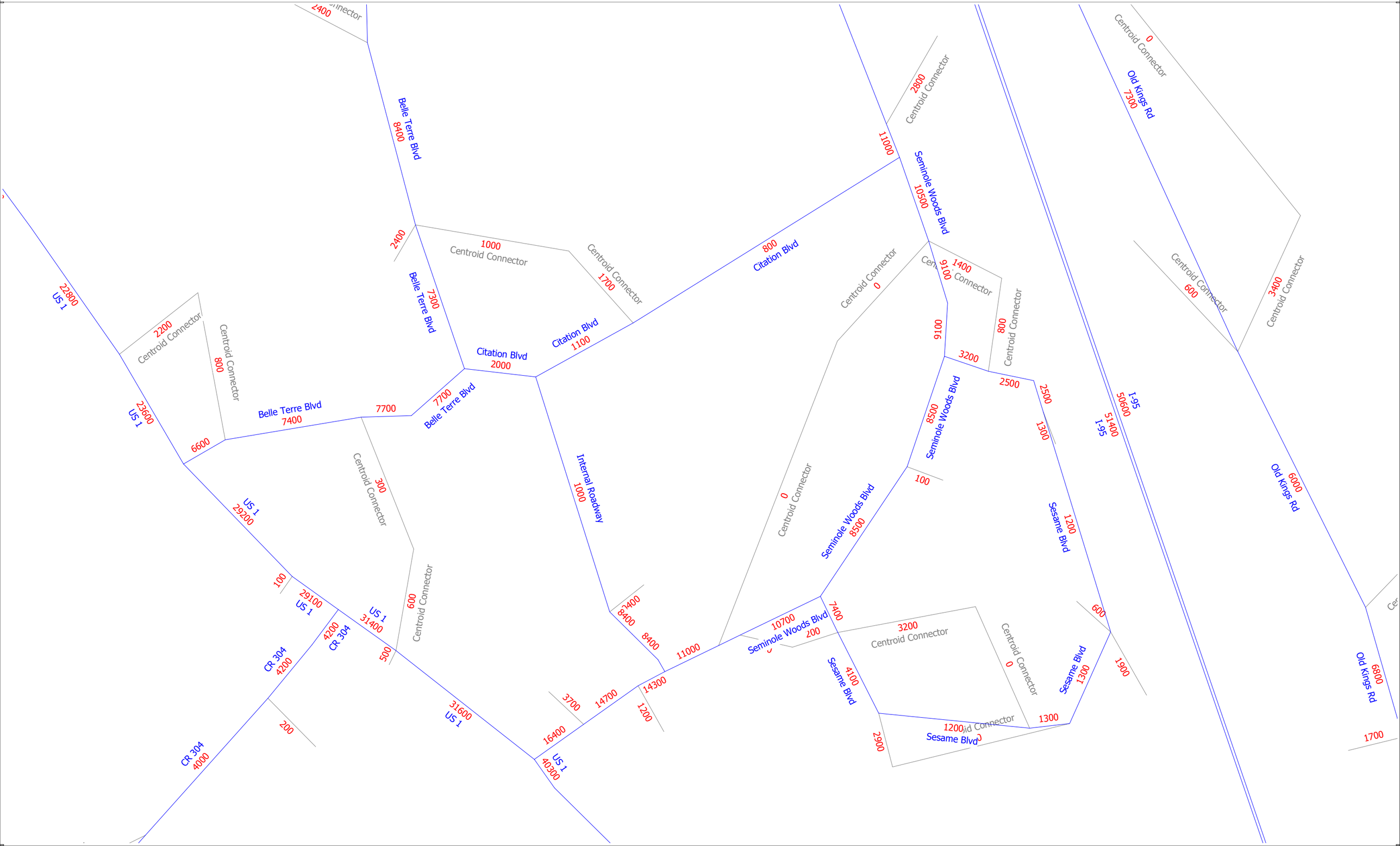
Cascades at Grand Landings
AADT
CFRPMv7



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Appendix C
2024 Transportation Facility Status Report

Transportation Facility Status Report

Published May 19, 2024

Citywide Traffic Counts Fall 2023 / Vested trips through December 31, 2023

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Belle Terre Parkway																							
1200	Matanzas Woods Parkway to Bird of Paradise Drive	Arterial	Class 1	1.86	4	Yes	Yes	Yes	5	1.28	45	7,814	0.1029	804	367	1,171	*	**	3,420	3,580	***	D	C	C
1205	Bird of Paradise Drive to Pine Lakes Parkway (North)			0.71								16,208	0.0908	1,472	367	1,839							C	C
1210	Pine Lakes Parkway (North) to Bellaire Drive			0.85								14,871	0.0955	1,420	252	1,672							C	C
1215	Bellaire Drive to Palm Coast Parkway(WB)			0.48								18,724	0.0897	1,680	314	1,994							C	C
		Segment Length:		3.90																				
1220	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)		Class 1	0.22	4	Yes	Yes	Yes	5	8.06	45	22,150	0.0878	1,945	271	2,216	*	**	3,420	3,580	***	D	C	C
1225	Palm Coast Parkway (EB) to Cypress Point Parkway			0.13								21,694	0.0826	1,792	363	2,155							C	C
1230	Cypress Point Parkway to Pine Lakes Parkway (South)			0.27								35,119	0.083	2,897	378	3,275							C	C
		Segment Length:		0.62																				
1240	Pine Lakes Parkway (South) to Parkview Drive	Arterial	Class 1	1.03	4	Yes	Yes	Yes	7	1.38	45	31,904	0.0841	2,683	353	3,036	*	**	3,420	3,580	***	D	C	C
1245	Parkview Drive to White View Parkway			1.02								27,740	0.0855	2,372	375	2,747							C	C
1250	White View Parkway to Rymfire Drive			0.92								28,101	0.0894	2,512	428	2,940							C	C
1252	Rymfire Drive to Royal Palms Parkway			0.53								30,109	0.0942	2,836	412	3,248							C	C
1254	Royal Palms Parkway to East Hampton Boulevard			0.52								30,628	0.0908	2,781	384	3,165							C	C
1260	East Hampton Boulevard to SR 100			1.04								25,394	0.0873	2,217	269	2,486							C	C
		Segment Length:		5.06																				
	Belle Terre Blvd.																							
1263	SR 100 to Zebulas Trail	Arterial	UFH	0.21	2	No	n.a.	n.a.	n.a.	n.a.	50	9,353	0.0898	840	179	1,019	*	770	1,530	2,170	2,990	D	C	C
1265	Zebulas Trail to Zaun Trail			0.84								7,688	0.0879	676	167	843							B	C
1270	Zaun Trail to Citation Parkway			1.37								5,297	0.0967	512	167	679							B	B
1275	Citation Parkway to US 1			1.31								4,301	0.106	456	184	640							B	B
		Segment Length:		3.73																				
	Bird of Paradise Drive																							
2420	Matanzas Woods Parkway to Birchwood Drive	Collector	UFH	1.31	2	No	n.a.	n.a.	n.a.	n.a.	30	4,494	0.1362	612	0	612	*	770	1,530	2,170	2,990	D	B	B
2430	Birchwood Drive to Belle Terre Parkway			1.01								7,069	0.1019	720	0	720							B	B
		Segment Length:		2.32																				
	Bulldog Drive																							
4300	SR 100 to Central Avenue	Collector	Class 2	0.54	2	No	No	No	1	1.11	25	5,384	0.1635	880	84	964	*	**	660	1,330	1,410	D	C	C
4310	Central Avenue to Lake Avenue			0.28								1386	0.127	176	0	176								
4320	Lake Avenue to terminus			0.08																				
		Segment Length:		0.90																				
	Central Avenue																							
4400	Belle Terre Parkway to Market Avenue	Collector	Class 2	0.35	4	Yes	Yes	No	2	2.90	25	4,233	0.1288	545	292	837	*	**	1,310	2,920	3,040	D	C	C
4410	Market Avenue to Lake Avenue			0.11								4,777	0.1398	668	292	960							C	C
4420	Lake Avenue to Landings Blvd.			0.23								5,804	0.096	557	215	772							C	C
		Segment Length:		0.69																				
4430	Landings Blvd to Park Street	Collector	Class 2	0.33	2	no	no	no	0	0.00	20	4,712	0.1452	684	292	976	*	**	660	1,330	1,410	D	D	D
4440	Park Street to Bulldog Drive			0.16								4,543	0.1453	660	292	952							C	D
4450	Bulldog Drive to Brookhaven Drive			0.29								3,084	0.1401	432	292	724							C	D
4460	Brookhaven Drive to Town Center Blvd.			0.41								3,084	0.1401	432	292	724							C	D
		Segment Length:		1.19																				
	Citation Parkway																							
3312	Belle Terre Parkway to Laguna Forest Lane	Collector	UFH	0.77	2	No	n.a.	n.a.	n.a.	n.a.	35	1,687	0.1067	180	0	180	*	770	1,530	2,170	2,990	D	B	B
~~3315~~	~~Seminole Woods Parkway to Sesame Boulevard~~			0.41							40	~~1,564~~	~~0.089~~	~~139~~	~~0~~	~~139~~								
		Segment Length:		1.18																				
	Club House Drive																							
1300	Palm Harbor Parkway to Palm Coast Parkway (WB)	Collector	Class 2	1.65	2	No	Yes	No	1	0.56	35	4,825	0.0895	432	80	512	*	**	660	1,330	1,410	D	C	C
1310	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.15								3,293	0.102	336	78	414							C	C
		Segment Length:		1.80																				

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes		Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012)					Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
							Left	Right									A	B	C	D	E			
	Colbert Lane																							
3105	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)	Arterial	Class 2	0.20	2	No	n.a.	n.a.	n.a.	n.a.	30	4,167	0.1056	440	9	449	*	**	660	1,330	1,410	D	C	C
3110	Palm Coast Parkway (EB) to Waterside Parkway (N)		UFH	1.70							45	9,199	0.1061	976	6	982							C	C
3120	Waterside Parkway (N) to Waterside Park (S)			1.40							55	5,191	0.0955	496	1	497							B	B
3125	Waterside Park (S) to South Park Road			0.60								5,788	0.1071	620	1	621	*	770	1,530	2,170	2,990		B	B
3130	South Park Road to Roberts Road			1.87								6,371	0.086	548	1	549							B	B
3135	Roberts Road to SR 100			1.29								4,289	0.1007	432	1	433							B	B
			Segment Length:	7.06																				
	Cypress Point Parkway																							
4200	Belle Terre Parkway to Pine Cone Drive	Arterial	Class 2	0.22	4	Yes	Yes	No	3	3.80	35	18,853	0.0893	1,684	65	1,749	*	**	1,310	2,920	3,040	D	D	D
4205	Pine Cone Drive to Cypress Edge (S)			0.29								17,801	0.0854	1,520	65	1,585							D	D
4210	Cypress Edge (S) to Cypress Edge (N)			0.16								17,801	0.0854	1,520	65	1,585							D	D
4215	Cypress Edge (N) to Palm Coast Parkway			0.12								20,966	0.0914	1,916	65	1,981							D	D
			Segment Length:	0.79																				
	Farmsworth Drive																							
2716	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.90	2	No	n.a.	n.a.	n.a.	n.a.	30	2,376	0.1061	252	0	252	*	**	600	1,200	1,270	D	C	C
	Farragut Drive																							
2717	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.97	2	No	n.a.	n.a.	n.a.	n.a.	30	1,045	0.0995	104	0	104	*	**	600	1,200	1,270	D	C	C
	Fleetwood Drive																							
2714	Old Kings Road to Florida Park Drive	Collector	Class 2*	0.94	2	No	n.a.	n.a.	n.a.	n.a.	30	2,329	0.0962	224	0	224	*	**	600	1,200	1,270	D	C	C
	Florida Park Drive																							
2090	Palm Harbor Parkway to Forest Hill Drive	Collector	Class 1	0.32	2	No	Yes	No	1	0.52	30	5,055	0.0942	476	27	503	*	**	660	1,330	1,410	D	C	C
2100	Forest Hill Drive to Fleetwood Drive			0.64								7,122	0.091	648	24	672							C	D
2105	Fleetwood Drive to Farragut Drive			0.25								7,122	0.091	648	24	672							C	D
2110	Farragut Drive to Palm Coast Parkway (WB)			0.63								9,172	0.0925	848	25	873							D	D
2120	Palm Coast Parkway (WB) to Palm Coast Parkway (EB)			0.08								5,066	0.1003	508	67	575							C	C
			Segment Length:	1.92																				
	Forest Grove Drive																							
4000	Old Kings Road (W) to Old Kings Road (E)	Collector	Class 2*	0.59	2	No	n.a.	n.a.	n.a.	n.a.	30	1,704	0.1713	292	0	292	*	**	600	1,200	1,270	D	C	C
~~4010~~	~~Old Kings Road (E) to Palm Harbor Parkway~~			0.41								~~0~~	~~0.094~~	———	~~289~~	~~289~~								
			Segment Length:	1.00																				
	Frontier Drive																							
2712	Old Kings Road (E) to Palm Harbor Parkway	Collector	Class 2*	1.14	2	No	n.a.	n.a.	n.a.	n.a.	30	3,657	0.1072	392	0	392	*	**	600	1,200	1,270	D	C	C
	Hargrove Grade Road																							
3707	US 1 to RR Xing	Collector	Class 2*	1.00	2	No	n.a.	n.a.	n.a.	n.a.	35	3,304	0.1501	496	0	496	*	**	600	1,200	1,270	D	C	C
	I-95 (SR 9)																							
251	Palm Coast City Limit to Palm Coast Parkway	Arterial	Freeway	7.64	6	Yes	n.a.	n.a.	n.a.	n.a.	70	66,798	0.131	8,751	25	8,776	*	6,130	8,370	10,060	11,100	C	D	D
292	Palm Coast Parkway to SR 100			5.80								78,040	0.106	8,272	329	8,601							C	D
255	SR 100 to Old Dixie Highway			5.26								78,768	0.132	10,397	312	10,709							D	E
			Segment Length:	18.70																				
	Lakeview Boulevard																							
3925	London Drive to Matanzas Woods Parkway	Collector	UFH	1.33	2	No	n.a.	n.a.	n.a.	n.a.	n.a.	5,008	0.0926	464	0	464	*	770	1,530	2,170	2,990	D	B	B

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes Left	Turn Lanes Right	Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012) A	B	C	D	E	Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
	Landings Blvd.																							
4500	SR 100 to Central Avenue	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4510	Central Avenue to Lake Avenue			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Lake Avenue																							
4550	Market Avenue to Landings Blvd.	Collector	UFH	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4560	Landings Blvd.to City Place Drive			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
4570	City Place Drive to Town Center Blvd.			n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	Market Avenue																							
4600	Belle Terre Parkway to Central Avenue	Collector	UFH	0.28	2	No	n.a.	n.a.	n.a.	n.a.	25	2,990	0.103	308	0	308	*	770	1,530	2,170	2,990	D	B	B
4610	Central Avenue to Lake Avenue													-	0	-								
		Segment Length:		0.28																				
	Matanzas Woods Parkway																							
2400	US 1 to Belle Terre Parkway	Arterial	Class 1	1.06	2	No	Yes	No	3	0.33	45	6,514	0.1069	696	321	1,017	*	**	1,510	1,600	***	D	C	C
2410	Belle Terre Parkway to Bird of Paradise Drive			0.80								10,120	0.1067	1,080	183	1,263							C	C
2415	Bird of Paradise Drive to I-95 SB			0.10								13,880	0.1182	1,641	337	1,978							E	E
2416	I-95 SB to I-95 NB			0.29								12,690	0.1157	1,468	305	1,773							C	E
2417	I-95 NB to Old King Rd Extension			0.23								12,168	0.1351	1,644	305	1,949							E	E
2418	Old Kings Rd Extension at Matanzas HS Entrance			0.52								8,208	0.1896	1,556	305	1,861							D	E
		Segment Length:		3.00																				
	Old Kings Road																							
2700	US 1 to Princess Place Preserve Entrance	Arterial	UFH	1.55	2	No	n.a.	n.a.	n.a.	n.a.	55	1,598	0.1127	180	49	229	*	770	1,530	2,170	2,990	D	B	B
2702	Princess Place Preserve Entrance to Forest Grove Drive			3.01								6,707	0.0823	552	49	601							B	B
2705	Forest Grove Drive to Farmsworth Drive			1.55							45	7,405	0.0956	708	222	930							B	C
2707	Farmsworth Drive to Frontier Drive			0.39								9,730	0.0958	932	222	1,154							C	C
2710	Frontier Drive to Fleetwood Drive			0.46							35	12,513	0.0879	1,100	220	1,320							C	C
2715	Fleetwood Drive to Farragut Drive			0.65								16,203	0.0857	1,389	220	1,609							C	D
		Segment Length:		7.61																				
2720	Farragut Drive to Palm Coast Parkway	Arterial	Class 1	0.39	4	Yes	Yes	Yes	1	2.56	35	23,893	0.084	2,007	199	2,206	*	**	3,420	3,580	**	D	C	C
		Segment Length:		0.39																				
2730	Palm Coast Parkway to Utility Drive	Arterial	UFH	0.63	2	No	n.a.	n.a.	n.a.	n.a.	35	15,971	0.0829	1,324	224	1,548	*	770	1,530	2,170	2,990	D	C	D
2735	Utility Drive to Oak Trails Boulevard			0.25							45	9,556	0.0892	852	224	1,076							C	C
2740	Oak Trails Boulevard to Hidden Lake Blvd			3.35								9,332	0.0883	824	257	1,081								
2743	Hidden Lake Blvd to Town Center Drive			0.20								9,645	0.0887	856	257	1,113							C	C
2745	Town Center Boulevard to SR 100			1.61	4	Yes						9,891	0.087	861	251	1,112	*	3,300	4,660	5,900	6,530		B	B
2750	SR 100 to Palm Coast City Limit			0.30	2	No					50	9,422	0.1414	1,332	88	1,420	*	770	1,530	2,170	2,990		C	C
		Segment Length:		6.34																				
	Palm Coast Parkway																							
2800	US 1 to Pine Lakes Parkway	Arterial	Class 1	0.53	4	Yes	Yes	Yes	1	1.89	45	15,106	0.0988	1,492	922	2,414	*	**	3,420	3,580	***	D	C	C
	Palm Coast Parkway (Eastbound)																							
2815	Pine Lakes Parkway to Belle Terre Parkway	Arterial	Class 1 (One Way)	1.22	2	One Way	Yes	No	2	1.06	45	13,199	0.0949	1,253	478	1,731	*	**	2,050	2,150	***	D	C	C
2825	Belle Terre Parkway to Cypress Point Parkway			0.66	3						40	19,308	0.0849	1,639	321	1,960	*	**	3,150	3,240	***		C	C
		Segment Length:		1.88																				
	Palm Coast Parkway (Westbound)																							
2820	Cypress Point Parkway to Belle Terre Parkway	Arterial	Class 1 (One Way)	0.65	3	One Way	Yes	No	2	1.10	40	18,837	0.0941	1,773	321	2,094	*	**	3,150	3,240	***	D	C	C
2810	Belle Terre Parkway to Pine Lakes Parkway			1.16	2						45	12,729	0.087	1,107	478	1,585	*	**	2,050	2,150	***		C	C
		Segment Length:		1.81																				
	Palm Coast Parkway																							
2826	Cypress Point Parkway to I-95 South Bound Ramps			0.27								48,983	0.0846	4,144	562	4,706							C	C

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes		Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012)					Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
							Left	Right									A	B	C	D	E			
2827	I-95 South Bound Ramps to I-95 North Bound Ramps	Arterial	Class 1	0.39	6	Yes	Yes	Yes	3	3.33	40	40,003	0.0968	3,872	240	4,112	*	**	5,250	5,390	***	D	C	C
2830	I-95 North Bound Ramps to Old Kings Road			0.24								48,084	0.0819	3,938	262	4,200							C	C
			Segment Length:	0.90																				
	Palm Coast Parkway (Eastbound)																							
2845	Old Kings Road to Florida Park Drive	Arterial	Class 1 (One Way)	0.34	2	One Way	Yes	Yes	3	1.69	45	16,857	0.0847	1,428	155	1,583	*	**	3,150	3,240	***	D	C	C
2855	Florida Park Drive to Club House Drive			0.26								13,953	0.0903	1,260	188	1,448							C	C
2865	Club House Drive to Colbert Lane			0.25								11,633	0.0908	1,056	122	1,178							C	C
2875	Colbert Lane to Palm Harbor Parkway			0.93								7,301	0.0893	652	130	782							C	C
			Segment Length:	1.78																				
	Palm Coast Parkway (Westbound)																							
2870	Palm Harbor Parkway to Colbert Lane	Arterial	Class 1 (One Way)	0.65	2	One Way	Yes	No	3	1.90	40	7,938	0.0821	652	119	771	*	**	2,050	2,150	***	D	C	C
2860	Colbert Lane to Club House Drive			0.32							45	11,333	0.08	907	113	1,020							C	C
2850	Club House Drive to Florida Park Drive			0.28								14,148	0.0888	1,256	150	1,406							C	C
2840	Florida Park Drive to Old Kings Road			0.33								18,891	0.0881	1,664	132	1,796							C	C
			Segment Length:	1.58																				
	Palm Coast Parkway (Hammock Dunes Parkway)																							
2880	Palm Harbor Parkway to SR A1A	Arterial	Class 1	1.11	2	No	Yes	Yes	1	0.90	45	14,253	0.0856	1,220	125	1,345	*	**	1,510	1,600	***	D	C	C
	Palm Harbor Parkway																							
2890	Matanzas HS Entrance to Cris Lane	Collector	UFH	0.60	2	No	n.a.	n.a.	n.a.	n.a.	45	6,731	0.1129	760	217	977	*	770	1,530	2,170	2,990	D	B	C
2895	Cris Lane to Fellowship Lane			0.70								6,916	0.1087	752	217	969							B	C
2900	Fellowship Lane to Florida Park Drive			0.70								7,727	0.0958	740	217	957							B	C
2910	Florida Park Drive to Club House Drive			1.78								6,994	0.0938	656	173	829							B	C
			Segment Length:	3.78																				
2920	Club House Drive to Palm Coast Parkway	Collector	Class 2	0.75	2	No	No	No	2	2.67	35	6,394	0.0857	548	181	729	*	**	660	1,330	1,410	D	C	D
	Pine Lakes Parkway																							
3000	Belle Terre Parkway (N) to Palm Coast Parkway	Collector	Class 1	1.21	2	No	Yes	Yes	2	0.40	45	5,585	0.0931	520	21	541	*	**	1,510	1,600	***	D	C	C
3002	Palm Coast Parkway to Commerce Boulevard			0.15								10,271	0.0931	956	30	986							C	C
3010	Commerce Boulevard to White Mill Drive			1.85								10,752	0.09	968	35	1,003							C	C
3020	White Mill Drive to Belle Terre Parkway (S)			1.81								13,192	0.0879	1,160	22	1,182							C	C
			Segment Length:	5.02																				
	Ravenwood Drive																							
3911	White View Parkway to Rymfire Drive	Collector	UFH	0.56	2	No	n.a.	n.a.	n.a.	n.a.	45	5,939	0.0855	508	0	508	*	770	1,530	2,170	2,990	D	B	B
	Royal Palms Parkway																							
3200	US 1 to Rymfire Drive	Arterial	Class 1	0.68	2	No	Yes	No	1	0.23	55	7,140	0.1042	744	178	922	*	**	1,510	1,600	***	D	C	C
3210	Rymfire Drive to Belle Terre Parkway			2.05								5,412	0.1027	556	178	734							C	C
3212	Belle Terre Parkway to Town Center Boulevard			1.57							45	8,824	0.0993	876	146	1,022							C	C
			Segment Length:	4.30																				
	Rymfire Drive																							
3215	Royal Palms Parkway to Ravenwood Drive	Collector	UFH	1.71	2	No	n.a.	n.a.	n.a.	0.00	45	5,606	0.1042	584	0	584	*	770	1,530	2,170	2,990	D	B	B
3225	Ravenwood Drive to Belle Terre Parkway			1.34								11,401	0.0895	1,020	0	1,020							C	C
			Segment Length:	3.05																				
	Seminole Woods Parkway																							
3325	SR 100 to Ulaturn Place	Collector	UFH	0.95	4	Yes	n.a.	n.a.	n.a.	n.a.	50	14,303	0.09	1,287	384	1,671	*	3,300	4,660	5,900	6,530	D	B	B
3300	Ulaturn Place to Citation Parkway			1.45								12,272	0.09	1,104	381	1,485							B	B
3310	Citation Parkway to Sesame Boulevard			1.15	2	No						4,536	0.1349	612	306	918	*	770	1,530	2,170	2,990		B	B
3305	Sesame Boulevard to US 1			1.37								6,959	0.0983	684	310	994							B	B
			Segment Length:	4.92																				

Link	Facility	Facility Type	Classification	Length (miles)	Number of Lanes	Divided	Turn Lanes		Signals	Signals / Mile	Speed Limit	2023 AADT	K (actual)	PMPH Trips	PMPH Vested Trips	Total PMPH Trips	FDOT Current Service Volumes (2012)					Adopted LOS	LOS w/o Vested Trips	LOS with Vested Trips
							Left	Right									A	B	C	D	E			
	Sesame Boulevard																							
3320	Seminole Woods Parkway to terminus	Collector	UFH	2.92	2	No	n.a.	n.a.	n.a.	n.a.	45	6,170	0.1031	636	0	636	*	770	1,530	2,170	2,990	D	B	B
	State Road 100																							
3560	John Anderson Drive to Colbert Lane	Arterial	State Class 1	1.17	4	Yes	Yes	No	2	0.74	55	23,062	0.0846	1,951	232	2,183	*	**	3,420	3,580	***	D	C	C
3550	Colbert Lane to Tuscany Blvd.			0.46								24,630	0.0888	2,187	252	2,439							C	C
3540	Tuscany Blvd. to Old Kings Road			1.07								24,346	0.0729	1,775	252	2,027							C	C
		Segment Length:		2.70																				
3530	Old Kings Road to I-95	Arterial	State Class 1	0.49	4	Yes	Yes	No	6	1.96	55	27,565	0.0663	1,828	408	2,236	*	**	3,420	3,580	***	C	C	C
3525	I-95 to Memorial Medical Parkway			0.27								37,732	0.0859	3,241	747	3,988							C	F
3520	Memorial Medical Pkwy to Seminole Woods Parkway			0.35							50	34,523	0.1013	3,497	745	4,242							D	F
3515	Seminole Woods Pkwy to Bulldog Drive			0.27							55	34,279	0.0629	2,156	249	2,405							C	C
3510	Bulldog Drive to Landings Blvd.			0.78								32,283	0.0814	2,628	232	2,860							C	C
3505	Landings Blvd. to Belle Terre Parkway			0.45								28,600	0.0892	2,551	232	2,783							C	C
3500	Belle Terre Parkway to Palm Coast City Limits			0.45								32,025	0.0814	2,607	236	2,843							C	C
		Segment Length:		3.06																				
	Town Center Blvd.																							
4100	SR 100 to Hospital Drive	Collector	UFH	0.29	4	Yes	n.a.	n.a.	n.a.	n.a.	25	7,242	0.1265	916	686	1,602	*	3,300	4,660	5,900	6,530	D	B	B
4110	Hospital Drive to Central Avenue			0.39								7,129	0.1246	888	648	1,536							B	B
4120	Central Avenue to Lake Avenue			0.30	2	No						6,810	0.1521	1,036	35	1,071							C	C
4130	Lake Avenue to Royal Palm Parkway			0.59								6,409	0.1267	812	35	847	*	770	1,530	2,170	2,990		C	C
4140	Royal Palm Parkway to Old Kings Road			0.25								10,206	0.0909	928	390	1,318							C	C
		Segment Length:		1.82																				
	Tuscany Blvd.																							
4145	Old Kings Road to SR100	Collector	Class 1	2.01	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.	n.a.			-	0	-								
	US1 (SR5)																							
3700	St. Johns County Line to Old Kings Road	Arterial	State Class 1	0.76	4	Yes	Yes	No	3	0.25	60	13,684	0.1117	1,529	508	2,037	*	**	3,420	3,580	***	D	C	C
3702	Old Kings Road to Matanzas Woods Parkway			2.61							65	15,505	0.096	1,488	739	2,227							C	C
3705	Matanzas Woods Parkway to Palm Coast Parkway			3.65								18,687	0.0955	1,785	1,383	3,168							C	C
3710	Palm Coast Parkway to White View Parkway			2.11							60	20,783	0.0943	1,960	545	2,505							C	C
3720	White View Parkway to Royal Palms Parkway			1.78								22,118	0.093	2,057	463	2,520							C	C
3725	Royal Palms Parkway to Espanola Road			1.07								24,367	0.0913	2,225	273	2,498							C	C
		Segment Length:		11.98																				
101	Palm Coast City Limit to Belle Terre Parkway	Arterial	State Class 1	0.57	4	Yes	Yes	No	2	0.69	60	14,567	0.0901	1,312	264	1,576	*	**	3,420	3,580	***	D	C	C
3750	Belle Terre Parkway to DuPont Road			0.9								17,288	0.085	1,469	490	1,959							C	C
3755	DuPont Road to Seminole Woods Parkway			1.04								19,314	0.0994	1,920	281	2,201							C	C
235	Seminole Woods Parkway to Palm Coast City Limit			0.37								18,084	0.0929	1,680	325	2,005							C	C
		Segment Length:		2.88																				
	White Mill Drive																							
3915	Pine Lakes Parkway to White View Parkway	Collector	UFH	0.39	2	No	n.a.	n.a.	n.a.	n.a.	40	5,014	0.0902	452	18	470	*	770	1,530	2,170	2,990	D	B	B
	White View Parkway																							
3920	US 1 to White Mill Drive	Arterial	Class 1	0.88	4	Yes	Yes	No	1	0.28	45	8,964	0.0982	880	10	890	*	**	3,420	3,580	***	D	C	C
3910	White Mill Drive to Belle Terre Parkway			1.53	2	No					50	8,446	0.0928	784	23	807	*	**	1,510	1,600	***		C	C
3900	Belle Terre Parkway to Pritchard Drive			1.11							45	8,277	0.0797	660	5	665							C	C
		Segment Length:		3.52																				

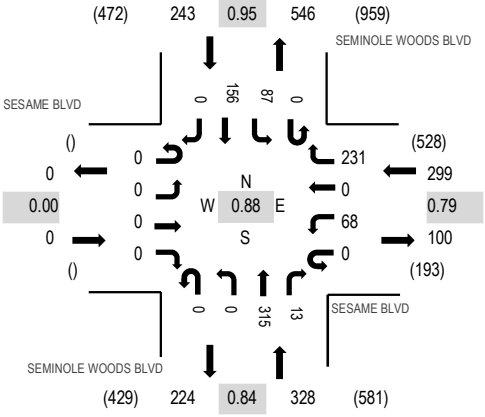
Freeway = Interstate Highway, State = State Highway, UFH = Uninterrupted Flow Highway, Class 1 = 40 mph or higher speed limit, Class 2 = 35 mph or lower speed limit, PMPH = P.M. Peak Hour, K (actual) = Measured Peak Hour Factor.

Appendix D
Turning Movement Counts

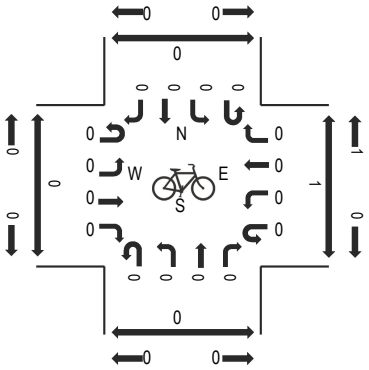
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 SEMINOLE WOODS BLVD & SESAME BLVD AM
Date: Thursday, February 26, 2026
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

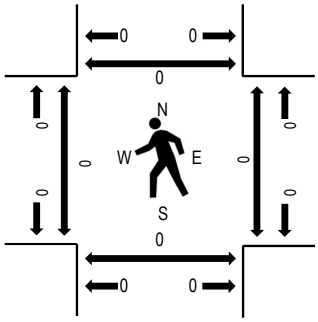
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SESAME BLVD Eastbound				SESAME BLVD Westbound				SEMINOLE WOODS BLVD Northbound				SEMINOLE WOODS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	20	0	35	0	0	50	0	0	9	26	0	140	793	0	0	0	0
7:15 AM	0	0	0	0	0	11	0	41	0	0	63	6	0	20	41	0	182	850	0	0	0	0
7:30 AM	0	0	0	0	0	20	0	75	0	0	94	4	0	17	36	0	246	870	0	0	0	0
7:45 AM	0	0	0	0	0	23	0	53	0	0	89	4	0	14	42	0	225	830	0	0	0	0
8:00 AM	0	0	0	0	0	14	0	44	0	0	67	2	0	30	40	0	197	788	0	0	0	0
8:15 AM	0	0	0	0	0	11	0	59	0	0	65	3	0	26	38	0	202		0	0	0	0
8:30 AM	0	0	0	0	0	11	0	51	0	0	69	7	0	21	47	0	206		0	0	0	0
8:45 AM	0	0	0	0	0	6	0	54	0	0	50	8	0	22	43	0	183		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	1	0	0	2	1	0	4
Lights	0	0	0	0	0	68	0	228	0	0	305	12	0	76	151	0	840
Mediums	0	0	0	0	0	0	0	3	0	0	9	1	0	9	4	0	26
Total	0	0	0	0	0	68	0	231	0	0	315	13	0	87	156	0	870

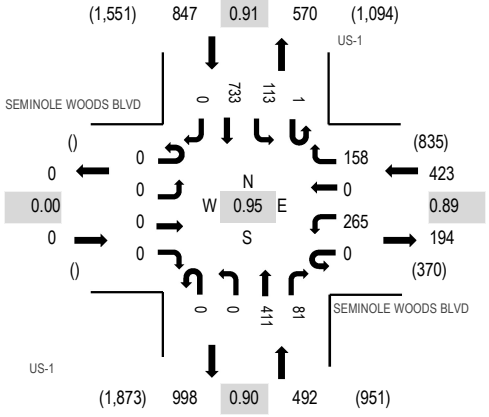
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				1.0%				3.4%				6.6%			3.4%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.3%	0.0%	0.0%	3.2%	7.7%	0.0%	12.6%	3.2%	0.0%	3.4%
Peak Hour Factor		0.00				0.79				0.84				0.95			0.88
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.80	0.00	0.77	0.00	0.00	0.84	0.63	0.00	0.83	0.89	0.00	0.88

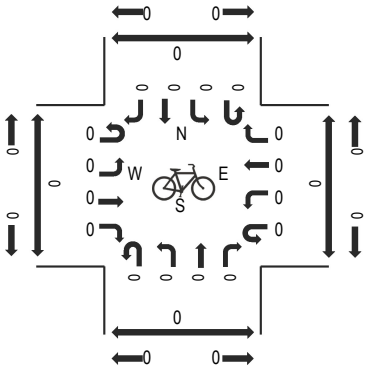
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US-1 & SEMINOLE WOODS BLVD AM
Date: Wednesday, February 11, 2026
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

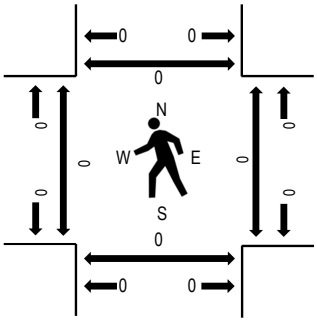
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				US-1 Northbound				US-1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	89	0	29	0	0	66	20	0	27	151	0	382	1,743	0	0	0	0
7:15 AM	0	0	0	0	0	73	0	29	0	0	90	17	0	27	206	0	442	1,762	0	0	0	0
7:30 AM	0	0	0	0	0	78	0	51	0	0	96	17	0	31	190	0	463	1,746	0	0	0	0
7:45 AM	0	0	0	0	0	59	0	49	0	0	109	25	0	31	183	0	456	1,666	0	0	0	0
8:00 AM	0	0	0	0	0	55	0	29	0	0	116	22	1	24	154	0	401	1,594	0	0	0	0
8:15 AM	0	0	0	0	0	67	0	33	0	0	125	22	0	24	155	0	426		0	0	0	0
8:30 AM	0	0	0	0	0	57	0	44	0	0	81	22	0	18	161	0	383		0	0	0	0
8:45 AM	0	0	0	0	0	52	0	41	0	0	105	18	0	25	143	0	384		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	14	0	0	5	20	0	39
Lights	0	0	0	0	0	264	0	155	0	0	367	78	1	99	690	0	1,654
Mediums	0	0	0	0	0	1	0	3	0	0	30	3	0	9	23	0	69
Total	0	0	0	0	0	265	0	158	0	0	411	81	1	113	733	0	1,762

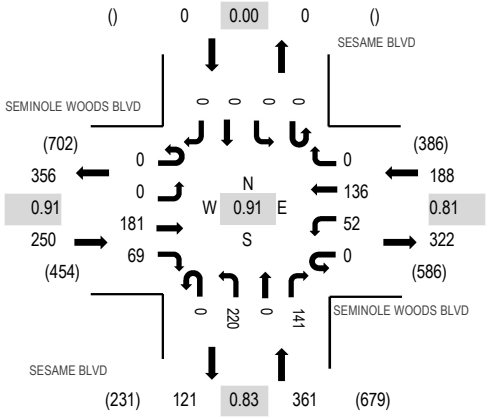
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.9%				9.6%				6.7%			6.1%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.0%	1.9%	0.0%	0.0%	10.7%	3.7%	0.0%	12.4%	5.9%	0.0%	6.1%
Peak Hour Factor		0.00				0.89				0.90				0.91			0.95
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.84	0.00	0.79	0.00	0.00	0.89	0.91	0.25	0.94	0.89	0.00	0.95

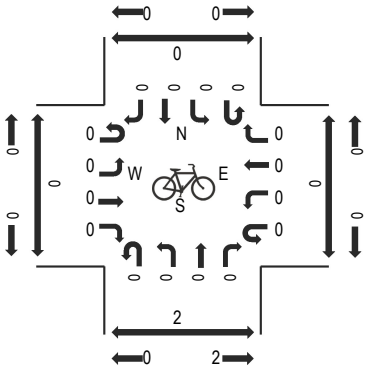
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 SESAME BLVD & SEMINOLE WOODS BLVD AM
Date: Wednesday, February 11, 2026
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

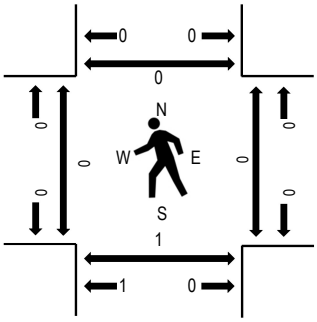
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SESAME BLVD Northbound				SESAME BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	31	19	0	5	32	0	0	59	0	24	0	0	0	0	170	788	0	0	1	0
7:15 AM	0	0	48	16	0	12	32	0	0	59	0	26	0	0	0	0	193	799	0	0	0	0
7:30 AM	0	0	40	16	0	12	40	0	0	59	0	53	0	0	0	0	220	795	0	0	1	0
7:45 AM	0	0	55	14	0	11	35	0	0	56	0	34	0	0	0	0	205	772	0	0	0	0
8:00 AM	0	0	38	23	0	17	29	0	0	46	0	28	0	0	0	0	181	731	0	0	0	0
8:15 AM	0	0	36	15	0	17	48	0	0	47	0	26	0	0	0	0	189		0	0	0	0
8:30 AM	0	0	40	16	0	15	39	0	0	55	0	32	0	0	0	0	197		0	0	0	0
8:45 AM	0	0	34	13	0	10	32	0	0	34	0	41	0	0	0	0	164		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Lights	0	0	170	65	0	50	134	0	0	217	0	137	0	0	0	0	773
Mediums	0	0	7	4	0	2	2	0	0	3	0	4	0	0	0	0	22
Total	0	0	181	69	0	52	136	0	0	220	0	141	0	0	0	0	799

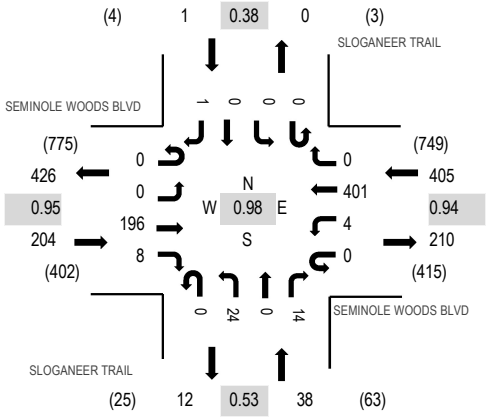
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			6.0%				2.1%				1.9%				0.0%		3.3%
Heavy Vehicle %	0.0%	0.0%	6.1%	5.8%	0.0%	3.8%	1.5%	0.0%	0.0%	1.4%	0.0%	2.8%	0.0%	0.0%	0.0%	0.0%	3.3%
Peak Hour Factor			0.91				0.81				0.83				0.00		0.91
Peak Hour Factor	0.00	0.00	0.82	0.75	0.00	0.88	0.79	0.00	0.00	0.99	0.00	0.67	0.00	0.00	0.00	0.00	0.91

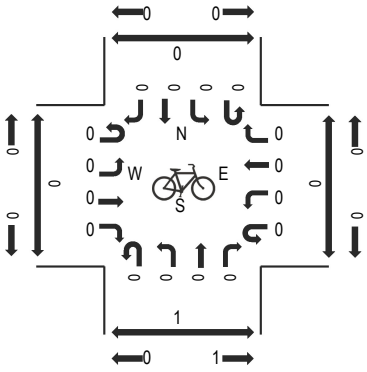
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 SLOGANEER TRAIL & SEMINOLE WOODS BLVD AM
Date: Wednesday, February 11, 2026
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:00 AM - 07:15 AM

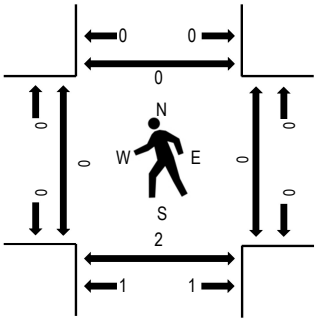
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SLOGANEER TRAIL Northbound				SLOGANEER TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	42	3	0	1	102	0	0	15	0	3	0	0	0	0	166	648	0	0	1	0
7:15 AM	0	0	48	1	0	1	94	0	0	3	0	6	0	0	0	1	154	620	0	0	0	0
7:30 AM	0	0	49	4	0	2	106	0	0	3	0	2	0	0	0	0	166	619	0	0	1	0
7:45 AM	0	0	57	0	0	0	99	0	0	3	0	3	0	0	0	0	162	599	0	0	0	0
8:00 AM	0	0	55	1	0	1	76	0	0	2	0	3	0	0	0	0	138	570	0	0	0	0
8:15 AM	0	0	49	2	0	4	92	3	0	1	0	1	0	1	0	0	153		0	0	0	0
8:30 AM	0	0	50	1	0	0	84	0	0	5	0	4	0	0	0	2	146		0	0	0	0
8:45 AM	0	0	39	1	0	3	81	0	0	6	0	3	0	0	0	0	133		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Lights	0	0	180	6	0	3	398	0	0	24	0	13	0	0	0	1	625
Mediums	0	0	13	2	0	1	3	0	0	0	0	1	0	0	0	0	20
Total	0	0	196	8	0	4	401	0	0	24	0	14	0	0	0	1	648

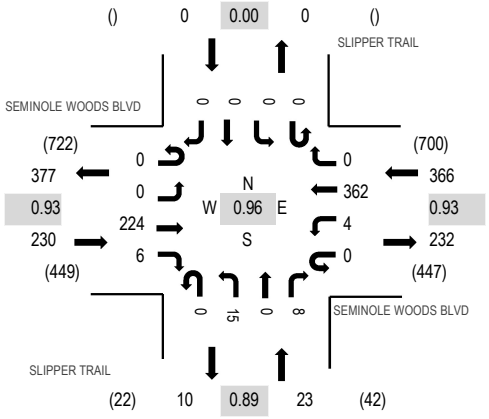
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		8.8%				1.0%				2.6%				0.0%			3.5%
Heavy Vehicle %	0.0%	0.0%	8.2%	25.0%	0.0%	25.0%	0.7%	0.0%	0.0%	0.0%	0.0%	7.1%	0.0%	0.0%	0.0%	0.0%	3.5%
Peak Hour Factor		0.95				0.94				0.53				0.38			0.98
Peak Hour Factor	0.00	0.00	0.93	0.50	0.00	0.50	0.95	0.25	0.00	0.40	0.00	0.58	0.00	0.25	0.00	0.25	0.98

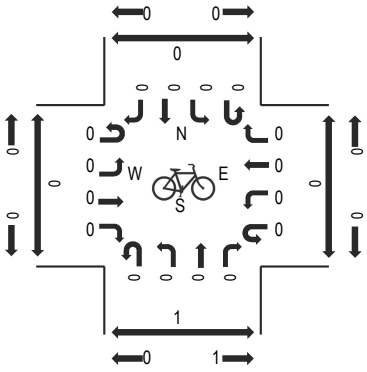
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 5 SLIPPER TRAIL & SEMINOLE WOODS BLVD AM
Date: Wednesday, February 11, 2026
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

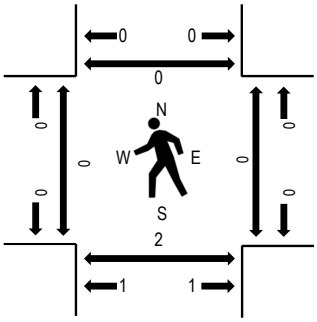
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SLIPPER TRAIL Northbound				SLIPPER TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	46	2	0	0	88	0	0	2	0	2	0	0	0	0	140	619	0	0	1	0
7:15 AM	0	0	59	1	0	1	89	0	0	3	0	3	0	0	0	0	156	618	0	0	0	0
7:30 AM	0	0	55	2	0	2	96	0	0	5	0	2	0	0	0	0	162	615	0	0	1	0
7:45 AM	0	0	64	1	0	1	89	0	0	5	0	1	0	0	0	0	161	605	0	0	0	0
8:00 AM	0	0	60	1	0	2	70	0	0	5	0	1	0	0	0	0	139	572	0	0	0	0
8:15 AM	0	0	49	3	0	2	94	0	0	4	0	1	0	0	0	0	153		0	0	0	0
8:30 AM	0	0	54	2	0	1	92	0	0	2	0	1	0	0	0	0	152		0	0	0	0
8:45 AM	0	0	49	1	0	0	73	0	0	5	0	0	0	0	0	0	128		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Lights	0	0	204	4	0	4	358	0	0	15	0	8	0	0	0	0	593
Mediums	0	0	17	2	0	0	4	0	0	0	0	0	0	0	0	0	23
Total	0	0	224	6	0	4	362	0	0	15	0	8	0	0	0	0	619

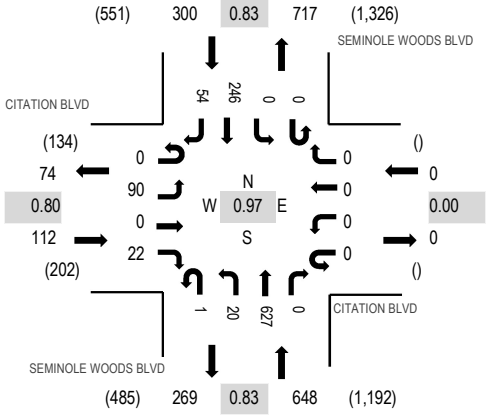
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			9.6%				1.1%				0.0%				0.0%		4.2%
Heavy Vehicle %	0.0%	0.0%	8.9%	33.3%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.2%
Peak Hour Factor			0.93				0.93				0.89				0.00		0.96
Peak Hour Factor	0.00	0.00	0.93	0.58	0.00	0.88	0.94	0.00	0.00	0.95	0.00	0.67	0.00	0.00	0.00	0.00	0.96

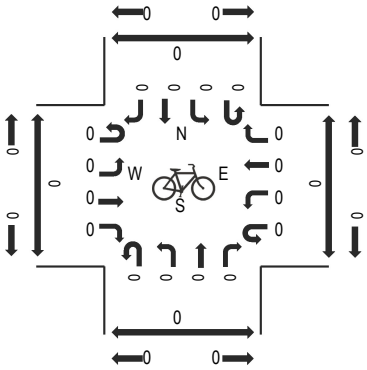
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 7 SEMINOLE WOODS BLVD & CITATION BLVD AM
Date: Wednesday, February 11, 2026
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

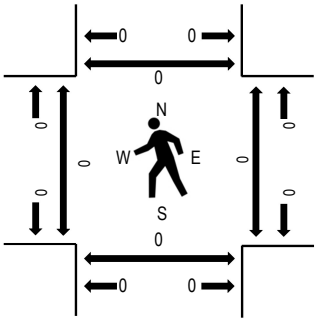
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CITATION BLVD Eastbound				CITATION BLVD Westbound				SEMINOLE WOODS BLVD Northbound				SEMINOLE WOODS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	14	0	0	0	0	0	0	0	0	116	0	0	0	32	16	178	932	0	1	0	0
7:15 AM	0	20	0	1	0	0	0	0	0	2	136	0	0	0	41	12	212	1,025	0	0	0	0
7:30 AM	0	31	0	4	0	0	0	0	0	4	169	0	0	0	44	16	268	1,060	0	0	0	0
7:45 AM	0	16	0	4	0	0	0	0	0	10	186	0	0	0	52	6	274	1,056	0	0	0	0
8:00 AM	0	21	0	9	0	0	0	0	1	2	138	0	0	0	80	20	271	1,013	0	0	0	0
8:15 AM	0	22	0	5	0	0	0	0	0	4	134	0	0	0	70	12	247		0	0	0	0
8:30 AM	0	17	0	12	0	0	0	0	0	4	150	0	1	0	67	13	264		0	0	0	0
8:45 AM	0	22	0	4	0	0	0	0	0	3	133	0	0	0	59	10	231		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	4	0	0	0	0	0	0	0	0	2	0	0	0	0	0	6
Lights	0	85	0	19	0	0	0	0	1	20	606	0	0	0	234	50	1,015
Mediums	0	1	0	3	0	0	0	0	0	0	19	0	0	0	12	4	39
Total	0	90	0	22	0	0	0	0	1	20	627	0	0	0	246	54	1,060

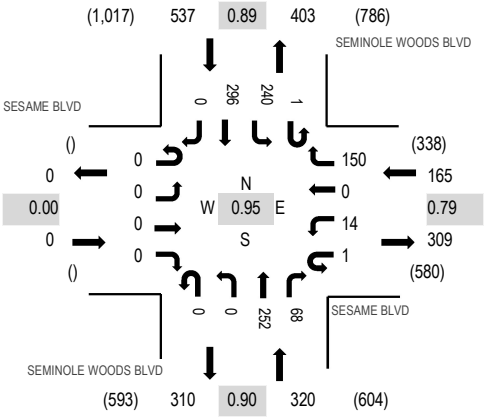
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		7.1%				0.0%				3.2%				5.3%			4.2%
Heavy Vehicle %	0.0%	5.6%	0.0%	13.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.3%	0.0%	0.0%	0.0%	4.9%	7.4%	4.2%
Peak Hour Factor		0.80				0.00				0.83				0.83			0.97
Peak Hour Factor	0.00	0.73	0.00	0.63	0.00	0.00	0.00	0.00	0.25	0.50	0.85	0.00	0.25	0.00	0.86	0.69	0.97

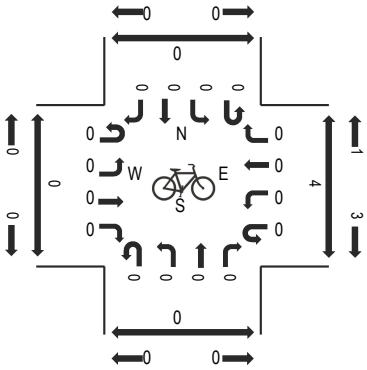
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 SEMINOLE WOODS BLVD & SESAME BLVD PM
Date: Thursday, February 26, 2026
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:45 PM - 05:00 PM

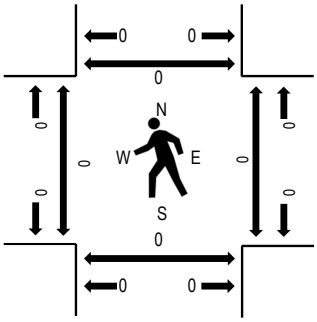
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SESAME BLVD Eastbound				SESAME BLVD Westbound				SEMINOLE WOODS BLVD Northbound				SEMINOLE WOODS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	2	0	37	0	0	56	7	0	57	66	0	225	995	0	0	0	0
4:15 PM	0	0	0	0	0	4	0	38	0	0	66	12	0	48	74	0	242	1,022	0	0	0	0
4:30 PM	0	0	0	0	0	3	0	31	0	0	65	25	1	62	71	0	258	1,019	0	0	0	0
4:45 PM	0	0	0	0	0	3	0	45	0	0	58	13	0	76	75	0	270	1,010	0	0	0	0
5:00 PM	0	0	0	0	1	4	0	36	0	0	63	18	0	54	76	0	252	964	0	0	0	0
5:15 PM	0	0	0	0	0	1	0	32	0	0	62	19	0	53	72	0	239		0	0	0	0
5:30 PM	0	0	0	0	0	14	0	43	0	0	57	13	0	65	57	0	249		0	0	0	0
5:45 PM	0	0	0	0	0	6	0	38	0	0	58	12	0	45	65	0	224		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	0	0	0	1	14	0	148	0	0	249	67	1	238	295	0	1,013
Mediums	0	0	0	0	0	0	0	2	0	0	3	1	0	2	1	0	9
Total	0	0	0	0	1	14	0	150	0	0	252	68	1	240	296	0	1,022

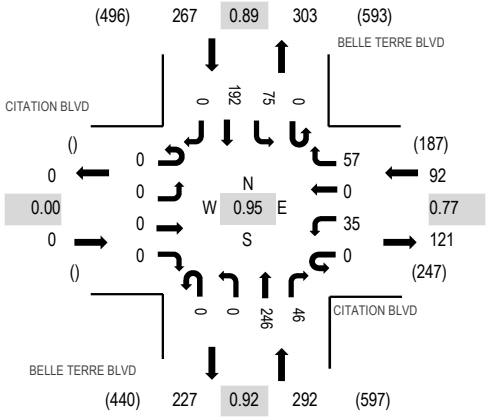
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				1.2%				1.3%				0.6%			0.9%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.3%	0.0%	0.0%	1.2%	1.5%	0.0%	0.8%	0.3%	0.0%	0.9%
Peak Hour Factor		0.00				0.79				0.90				0.89			0.95
Peak Hour Factor	0.00	0.00	0.00	0.00	0.25	0.45	0.00	0.87	0.00	0.00	0.95	0.75	0.25	0.82	0.97	0.00	0.95

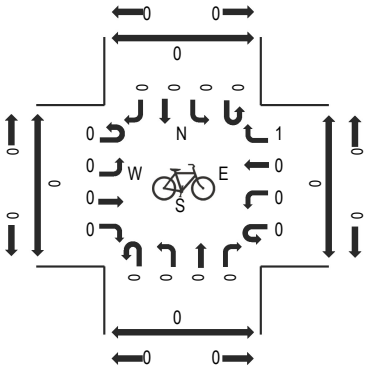
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 BELLE TERRE BLVD & CITATION BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

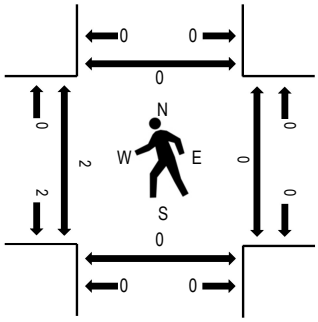
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CITATION BLVD Eastbound				CITATION BLVD Westbound				BELLE TERRE BLVD Northbound				BELLE TERRE BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	18	0	13	0	0	61	16	0	19	38	0	165	638	0	0	0	0
4:15 PM	0	0	0	0	0	7	0	15	0	0	62	19	0	14	41	0	158	645	0	0	0	0
4:30 PM	0	0	0	0	0	7	0	12	0	0	57	15	0	14	53	0	158	642	2	0	0	0
4:45 PM	0	0	0	0	0	7	0	14	0	0	64	5	0	24	43	0	157	651	0	0	0	0
5:00 PM	0	0	0	0	0	9	0	22	0	0	55	11	0	23	52	0	172	642	0	0	0	0
5:15 PM	0	0	0	0	0	11	0	13	0	0	63	11	0	11	46	0	155		0	0	0	0
5:30 PM	0	0	0	0	0	8	0	8	0	0	64	19	0	17	51	0	167		2	0	0	0
5:45 PM	0	0	0	0	0	12	0	11	0	0	59	16	0	13	37	0	148		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Lights	0	0	0	0	0	34	0	54	0	0	244	46	0	74	189	0	641
Mediums	0	0	0	0	0	1	0	2	0	0	2	0	0	1	3	0	9
Total	0	0	0	0	0	35	0	57	0	0	246	46	0	75	192	0	651

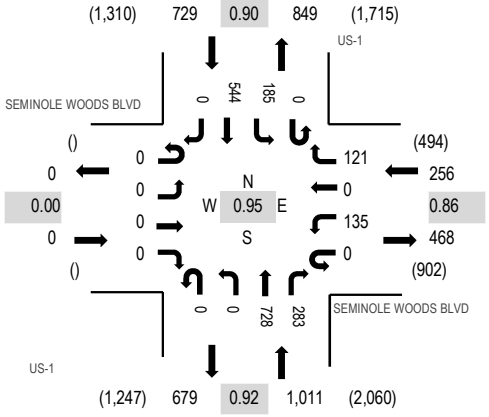
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				4.3%				0.7%				1.5%			1.5%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	2.9%	0.0%	5.3%	0.0%	0.0%	0.8%	0.0%	0.0%	1.3%	1.6%	0.0%	1.5%
Peak Hour Factor		0.00				0.77				0.92				0.89			0.95
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.83	0.00	0.72	0.00	0.00	0.96	0.75	0.00	0.78	0.92	0.00	0.95

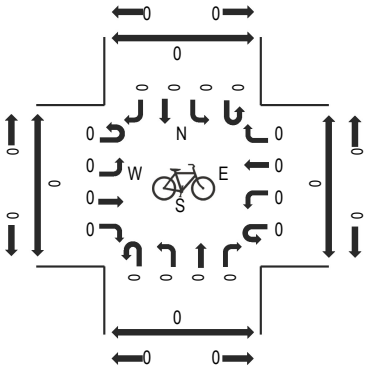
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 US-1 & SEMINOLE WOODS BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

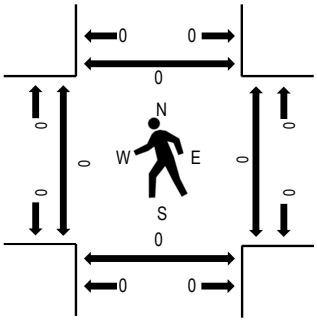
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				US-1 Northbound				US-1 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	34	0	24	0	0	192	63	0	36	118	0	467	1,969	0	0	0	0
4:15 PM	0	0	0	0	0	49	0	27	0	0	192	73	0	46	139	0	526	1,995	0	0	0	0
4:30 PM	0	0	0	0	0	33	0	34	0	0	191	80	0	52	138	0	528	1,996	0	0	0	0
4:45 PM	0	0	0	0	0	31	0	28	0	0	179	59	0	36	115	0	448	1,922	0	0	0	0
5:00 PM	0	0	0	0	0	23	0	31	0	0	165	72	0	48	154	0	493	1,895	0	0	0	0
5:15 PM	0	0	0	0	0	48	0	28	0	0	193	72	0	49	137	0	527		0	0	0	0
5:30 PM	0	0	0	0	0	20	0	24	0	0	195	84	0	34	97	0	454		0	0	0	0
5:45 PM	0	0	0	0	0	29	0	31	0	0	181	69	0	29	82	0	421		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	1	0	0	6	0	0	1	8	0	16
Lights	0	0	0	0	0	135	0	112	0	0	707	283	0	182	517	0	1,936
Mediums	0	0	0	0	0	0	0	8	0	0	15	0	0	2	19	0	44
Total	0	0	0	0	0	135	0	121	0	0	728	283	0	185	544	0	1,996

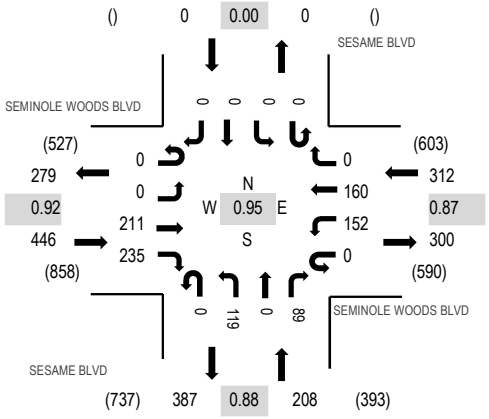
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				3.5%				2.1%				4.1%			3.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	7.4%	0.0%	0.0%	2.9%	0.0%	0.0%	1.6%	5.0%	0.0%	3.0%
Peak Hour Factor		0.00				0.86				0.92				0.90			0.95
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.75	0.00	0.89	0.00	0.00	0.98	0.88	0.00	0.89	0.89	0.00	0.95

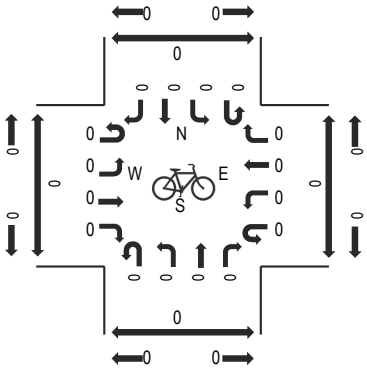
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 SESAME BLVD & SEMINOLE WOODS BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

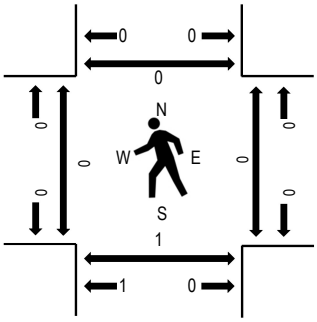
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SESAME BLVD Northbound				SESAME BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	47	47	0	27	45	0	0	28	0	20	0	0	0	0	214	922	0	0	0	0
4:15 PM	0	0	62	46	0	34	43	0	0	22	0	24	0	0	0	0	231	961	0	0	0	0
4:30 PM	0	0	54	67	0	26	41	0	0	32	0	27	0	0	0	0	247	966	0	0	0	0
4:45 PM	0	0	45	44	0	55	37	0	0	25	0	24	0	0	0	0	230	949	0	0	1	0
5:00 PM	0	0	52	67	0	47	38	0	0	28	0	21	0	0	0	0	253	932	0	0	0	0
5:15 PM	0	0	60	57	0	24	44	0	0	34	0	17	0	0	0	0	236		0	0	0	0
5:30 PM	0	0	47	69	0	39	26	0	0	28	0	21	0	0	0	0	230		0	0	0	0
5:45 PM	0	0	48	46	0	42	35	0	0	21	0	21	0	0	0	0	213		0	0	1	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
Lights	0	0	209	232	0	150	155	0	0	117	0	87	0	0	0	0	950
Mediums	0	0	2	2	0	2	5	0	0	1	0	2	0	0	0	0	14
Total	0	0	211	235	0	152	160	0	0	119	0	89	0	0	0	0	966

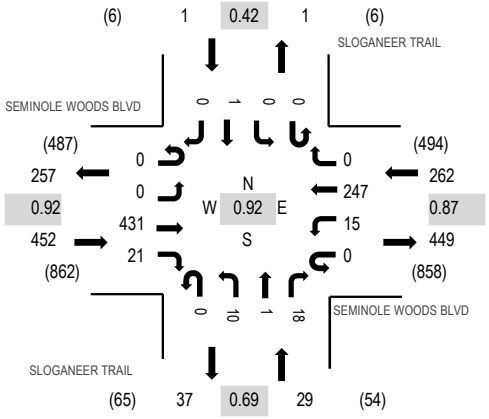
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.1%				2.2%				1.9%				0.0%			1.7%
Heavy Vehicle %	0.0%	0.0%	0.9%	1.3%	0.0%	1.3%	3.1%	0.0%	0.0%	1.7%	0.0%	2.2%	0.0%	0.0%	0.0%	0.0%	1.7%
Peak Hour Factor		0.92				0.87				0.88				0.00			0.95
Peak Hour Factor	0.00	0.00	0.86	0.87	0.00	0.75	0.92	0.00	0.00	0.88	0.00	0.89	0.00	0.00	0.00	0.00	0.95

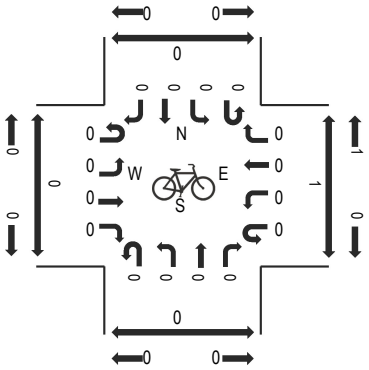
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 SLOGANEER TRAIL & SEMINOLE WOODS BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

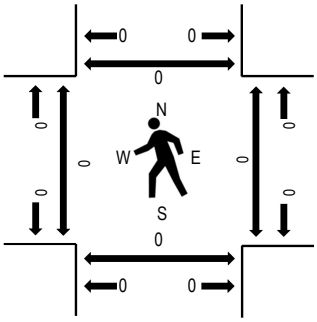
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SLOGANEER TRAIL Northbound				SLOGANEER TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	90	4	0	1	55	1	0	0	0	2	0	0	1	0	154	698	0	0	2	0
4:15 PM	0	1	104	4	0	6	59	1	0	10	0	2	0	0	1	2	190	731	0	0	0	0
4:30 PM	0	0	116	4	0	1	71	0	0	3	1	2	0	0	0	0	198	744	0	0	0	0
4:45 PM	0	0	81	8	0	7	47	0	0	4	0	8	0	0	1	0	156	713	0	0	0	0
5:00 PM	0	0	119	4	0	4	57	0	0	1	0	2	0	0	0	0	187	718	0	0	0	0
5:15 PM	0	0	115	5	0	3	72	0	0	2	0	6	0	0	0	0	203		0	0	0	0
5:30 PM	0	0	110	1	0	7	44	0	0	0	0	4	0	0	1	0	167		0	0	1	0
5:45 PM	0	1	94	1	0	1	56	1	0	4	0	3	0	0	0	0	161		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Lights	0	0	431	20	0	15	238	0	0	9	1	17	0	0	1	0	732
Mediums	0	0	0	1	0	0	8	0	0	1	0	1	0	0	0	0	11
Total	0	0	431	21	0	15	247	0	0	10	1	18	0	0	1	0	744

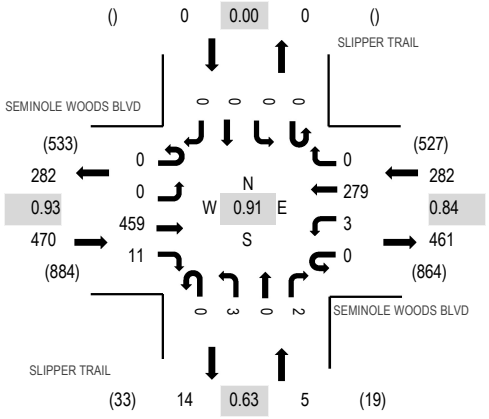
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.2%				3.4%				6.9%				0.0%			1.6%
Heavy Vehicle %	0.0%	0.0%	0.0%	4.8%	0.0%	0.0%	3.6%	0.0%	0.0%	10.0%	0.0%	5.6%	0.0%	0.0%	0.0%	0.0%	1.6%
Peak Hour Factor		0.92				0.87				0.69				0.42			0.92
Peak Hour Factor	0.00	0.25	0.92	0.66	0.00	0.75	0.86	0.50	0.00	0.45	0.25	0.63	0.00	0.00	0.75	0.25	0.92

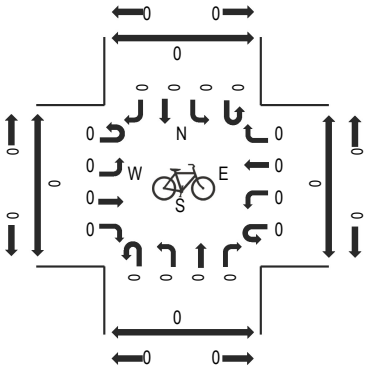
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 5 SLIPPER TRAIL & SEMINOLE WOODS BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

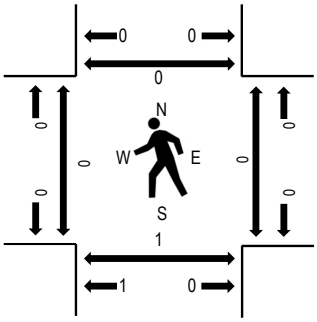
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SEMINOLE WOODS BLVD Eastbound				SEMINOLE WOODS BLVD Westbound				SLIPPER TRAIL Northbound				SLIPPER TRAIL Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	92	5	0	0	67	0	0	2	0	1	0	0	0	0	167	707	0	0	2	0
4:15 PM	0	0	102	6	0	2	65	0	0	2	0	2	0	0	0	0	179	727	0	0	0	0
4:30 PM	0	0	127	0	0	0	70	0	0	1	0	0	0	0	0	0	198	757	0	0	0	0
4:45 PM	0	0	93	4	0	1	63	0	0	0	0	2	0	0	0	0	163	728	0	0	1	0
5:00 PM	0	0	121	2	0	1	63	0	0	0	0	0	0	0	0	0	187	723	0	0	0	0
5:15 PM	0	0	118	5	0	1	83	0	0	2	0	0	0	0	0	0	209		0	0	0	0
5:30 PM	0	0	110	3	0	0	52	0	0	3	0	1	0	0	0	0	169		0	0	0	0
5:45 PM	0	0	94	2	0	1	58	0	0	2	0	1	0	0	0	0	158		0	0	1	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	2
Lights	0	0	455	11	0	3	272	0	0	3	0	2	0	0	0	0	746
Mediums	0	0	3	0	0	0	6	0	0	0	0	0	0	0	0	0	9
Total	0	0	459	11	0	3	279	0	0	3	0	2	0	0	0	0	757

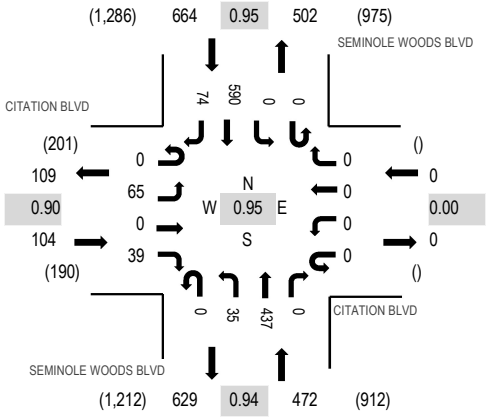
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			0.9%				2.5%				0.0%				0.0%		1.5%
Heavy Vehicle %	0.0%	0.0%	0.9%	0.0%	0.0%	0.0%	2.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.5%
Peak Hour Factor			0.93				0.84				0.63				0.00		0.91
Peak Hour Factor	0.00	0.00	0.90	0.63	0.00	0.50	0.84	0.00	0.00	0.58	0.00	0.63	0.00	0.00	0.00	0.00	0.91

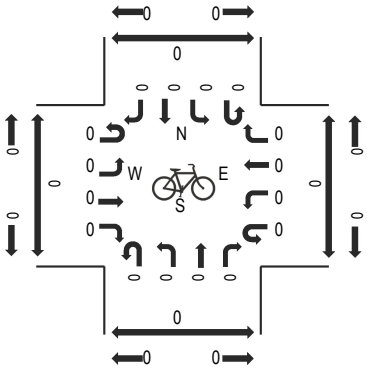
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 7 SEMINOLE WOODS BLVD & CITATION BLVD PM
Date: Wednesday, February 11, 2026
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

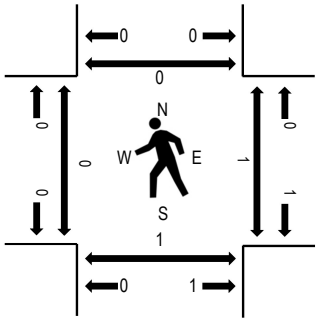
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CITATION BLVD Eastbound				CITATION BLVD Westbound				SEMINOLE WOODS BLVD Northbound				SEMINOLE WOODS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	11	0	12	0	0	0	0	0	6	84	0	0	0	133	13	259	1,173	0	0	0	0
4:15 PM	0	15	0	13	0	0	0	0	0	16	110	0	0	0	137	10	301	1,240	0	1	0	0
4:30 PM	0	15	0	8	0	0	0	0	0	5	115	0	0	0	148	17	308	1,233	0	0	1	0
4:45 PM	0	15	0	9	0	0	0	0	0	9	99	0	0	0	151	22	305	1,209	0	0	0	0
5:00 PM	0	20	0	9	0	0	0	0	0	5	113	0	0	0	154	25	326	1,215	0	0	0	0
5:15 PM	0	7	0	9	0	0	0	0	0	2	111	0	0	0	141	24	294		0	0	0	0
5:30 PM	0	19	0	5	0	0	0	0	0	5	110	0	0	0	132	13	284		0	0	0	0
5:45 PM	0	16	0	7	0	0	0	0	0	7	115	0	0	0	144	22	311		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	2
Lights	0	64	0	37	0	0	0	0	0	34	426	0	0	0	584	72	1,217
Mediums	0	1	0	2	0	0	0	0	0	1	10	0	0	0	6	1	21
Total	0	65	0	39	0	0	0	0	0	35	437	0	0	0	590	74	1,240

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		2.9%				0.0%				2.5%				1.2%			1.9%
Heavy Vehicle %	0.0%	1.5%	0.0%	5.1%	0.0%	0.0%	0.0%	0.0%	0.0%	2.9%	2.5%	0.0%	0.0%	0.0%	1.0%	2.7%	1.9%
Peak Hour Factor		0.90				0.00				0.94				0.95			0.95
Peak Hour Factor	0.00	0.81	0.00	0.81	0.00	0.00	0.00	0.00	0.00	0.56	0.98	0.00	0.00	0.00	0.96	0.88	0.95

Appendix E
FDOT Seasonal Factor Report

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 7300 FLAGLER COUNTYWIDE

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.04	1.09
2	01/07/2024 - 01/13/2024	1.05	1.11
3	01/14/2024 - 01/20/2024	1.07	1.13
4	01/21/2024 - 01/27/2024	1.04	1.09
5	01/28/2024 - 02/03/2024	1.02	1.07
6	02/04/2024 - 02/10/2024	1.00	1.05
7	02/11/2024 - 02/17/2024	0.98	1.03
* 8	02/18/2024 - 02/24/2024	0.97	1.02
* 9	02/25/2024 - 03/02/2024	0.95	1.00
*10	03/03/2024 - 03/09/2024	0.94	0.99
*11	03/10/2024 - 03/16/2024	0.93	0.98
*12	03/17/2024 - 03/23/2024	0.94	0.99
*13	03/24/2024 - 03/30/2024	0.94	0.99
*14	03/31/2024 - 04/06/2024	0.95	1.00
*15	04/07/2024 - 04/13/2024	0.95	1.00
*16	04/14/2024 - 04/20/2024	0.96	1.01
*17	04/21/2024 - 04/27/2024	0.96	1.01
*18	04/28/2024 - 05/04/2024	0.97	1.02
*19	05/05/2024 - 05/11/2024	0.97	1.02
*20	05/12/2024 - 05/18/2024	0.98	1.03
21	05/19/2024 - 05/25/2024	0.99	1.04
22	05/26/2024 - 06/01/2024	0.99	1.04
23	06/02/2024 - 06/08/2024	1.00	1.05
24	06/09/2024 - 06/15/2024	1.01	1.06
25	06/16/2024 - 06/22/2024	1.01	1.06
26	06/23/2024 - 06/29/2024	1.01	1.06
27	06/30/2024 - 07/06/2024	1.01	1.06
28	07/07/2024 - 07/13/2024	1.02	1.07
29	07/14/2024 - 07/20/2024	1.02	1.07
30	07/21/2024 - 07/27/2024	1.02	1.07
31	07/28/2024 - 08/03/2024	1.02	1.07
32	08/04/2024 - 08/10/2024	1.02	1.07
33	08/11/2024 - 08/17/2024	1.02	1.07
34	08/18/2024 - 08/24/2024	1.02	1.07
35	08/25/2024 - 08/31/2024	1.03	1.08
36	09/01/2024 - 09/07/2024	1.03	1.08
37	09/08/2024 - 09/14/2024	1.04	1.09
38	09/15/2024 - 09/21/2024	1.05	1.11
39	09/22/2024 - 09/28/2024	1.03	1.08
40	09/29/2024 - 10/05/2024	1.02	1.07
41	10/06/2024 - 10/12/2024	1.00	1.05
42	10/13/2024 - 10/19/2024	0.99	1.04
43	10/20/2024 - 10/26/2024	0.99	1.04
44	10/27/2024 - 11/02/2024	1.00	1.05
45	11/03/2024 - 11/09/2024	1.00	1.05
46	11/10/2024 - 11/16/2024	1.00	1.05
47	11/17/2024 - 11/23/2024	1.01	1.06
48	11/24/2024 - 11/30/2024	1.02	1.07
49	12/01/2024 - 12/07/2024	1.03	1.08
50	12/08/2024 - 12/14/2024	1.03	1.08
51	12/15/2024 - 12/21/2024	1.04	1.09
52	12/22/2024 - 12/28/2024	1.05	1.11
53	12/29/2024 - 12/31/2024	1.07	1.13

* PEAK SEASON

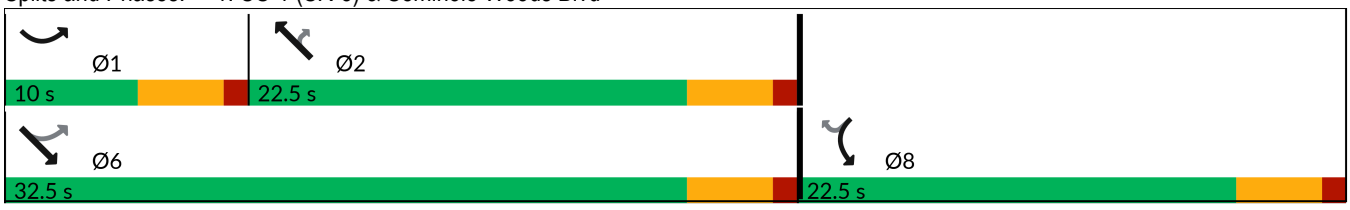
Appendix F
Synchro Printouts - Existing Traffic Conditions

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	112	718	403	79	260	155
Future Volume (vph)	112	718	403	79	260	155
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.409				0.950	
Satd. Flow (perm)	762	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				86		168
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	122	780	438	86	283	168
Shared Lane Traffic (%)						
Lane Group Flow (vph)	122	780	438	86	283	168
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		24	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	10.0	32.5	22.5	22.5	22.5	22.5
Total Split (%)	18.2%	59.1%	40.9%	40.9%	40.9%	40.9%
Maximum Green (s)	5.5	28.0	18.0	18.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	29.0	29.0	21.0	21.0	13.0	13.0
Actuated g/C Ratio	0.57	0.57	0.41	0.41	0.25	0.25
v/c Ratio	0.23	0.39	0.30	0.12	0.63	0.32
Control Delay (s/veh)	7.3	7.5	12.6	4.3	23.1	4.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.3	7.5	12.6	4.3	23.1	4.7
LOS	A	A	B	A	C	A
Approach Delay (s/veh)		7.4	11.3		16.3	
Approach LOS		A	B		B	

Intersection Summary			
Area Type:	Other		
Cycle Length: 55			
Actuated Cycle Length: 51			
Natural Cycle: 55			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.63			
Intersection Signal Delay (s/veh): 10.6		Intersection LOS: B	
Intersection Capacity Utilization 43.0%		ICU Level of Service A	
Analysis Period (min) 15			

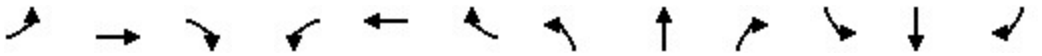
Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd



Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	112	718	403	79	260	155
Future Volume (veh/h)	112	718	403	79	260	155
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	122	780	438	86	283	168
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	621	2117	1476	658	379	337
Arrive On Green	0.08	0.60	0.42	0.42	0.21	0.21
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	122	780	438	86	283	168
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	1.6	5.3	3.9	1.6	7.0	4.4
Cycle Q Clear(g_c), s	1.6	5.3	3.9	1.6	7.0	4.4
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	621	2117	1476	658	379	337
V/C Ratio(X)	0.20	0.37	0.30	0.13	0.75	0.50
Avail Cap(c_a), veh/h	678	2117	1476	658	682	607
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	5.7	4.9	9.2	8.5	17.3	16.3
Incr Delay (d2), s/veh	0.2	0.5	0.5	0.4	3.0	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	1.3	1.3	0.5	2.8	1.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	5.8	5.4	9.7	8.9	20.3	17.4
LnGrp LOS	A	A	A	A	C	B
Approach Vol, veh/h		902	524		451	
Approach Delay, s/veh		5.5	9.5		19.2	
Approach LOS		A	A		B	

Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	8.5	24.0			32.5	14.5
Change Period (Y+Rc), s	4.5	4.5			4.5	4.5
Max Green Setting (Gmax), s	5.5	18.0			28.0	18.0
Max Q Clear Time (g_c+I1), s	3.6	5.9			7.3	9.0
Green Ext Time (p_c), s	0.0	2.5			5.5	1.0

Intersection Summary	
HCM 7th Control Delay, s/veh	9.9
HCM 7th LOS	A



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	192	8	4	393	0	24	0	14	0	0	1
Future Volume (vph)	0	192	8	4	393	0	24	0	14	0	0	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	360		0	0		165	0		0	0		0
Storage Lanes	1		0	0		1	0		0	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.994						0.951				0.850
Flt Protected								0.969				
Satd. Flow (prot)	1863	1852	0	0	1863	1863	0	1717	0	0	1863	1583
Flt Permitted								0.969				
Satd. Flow (perm)	1863	1852	0	0	1863	1863	0	1717	0	0	1863	1583
Link Speed (mph)		55			55			30			30	
Link Distance (ft)		2822			2497			302			828	
Travel Time (s)		35.0			31.0			6.9			18.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	209	9	4	427	0	26	0	15	0	0	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	218	0	0	431	0	0	41	0	0	0	1
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		60	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 37.6%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	220	6	4	355	15	8
Future Volume (vph)	220	6	4	355	15	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.996				0.951	
Flt Protected				0.999	0.969	
Satd. Flow (prot)	1855	0	0	1861	1717	0
Flt Permitted				0.999	0.969	
Satd. Flow (perm)	1855	0	0	1861	1717	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	2497			1960	501	
Travel Time (s)	31.0			24.3	11.4	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	239	7	4	386	16	9
Shared Lane Traffic (%)						
Lane Group Flow (vph)	246	0	0	390	25	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 31.9%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	177	68	51	133	216	138
Future Volume (vph)	177	68	51	133	216	138
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.962				0.947	
Flt Protected				0.986	0.970	
Satd. Flow (prot)	1792	0	0	1837	1711	0
Flt Permitted				0.986	0.970	
Satd. Flow (perm)	1792	0	0	1837	1711	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	24.3			3.7	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	192	74	55	145	235	150
Shared Lane Traffic (%)						
Lane Group Flow (vph)	266	0	0	200	385	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 53.7%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	65	219	299	12	83	148
Future Volume (vph)	65	219	299	12	83	148
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		55			55
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		36.6			12.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	71	238	325	13	90	161
Shared Lane Traffic (%)						
Lane Group Flow (vph)	71	238	325	13	90	161
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	36.0%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	88	22	21	614	241	53
Future Volume (vph)	88	22	21	614	241	53
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	96	24	23	667	262	58
Shared Lane Traffic (%)						
Lane Group Flow (vph)	96	24	23	667	262	58
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

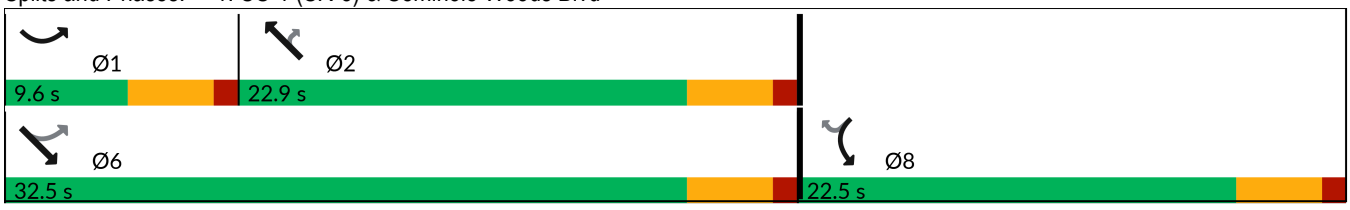
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 28.5%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	181	533	713	277	132	119
Future Volume (vph)	181	533	713	277	132	119
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.251				0.950	
Satd. Flow (perm)	468	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				301		129
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	197	579	775	301	143	129
Shared Lane Traffic (%)						
Lane Group Flow (vph)	197	579	775	301	143	129
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		24	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	9.6	32.5	22.9	22.9	22.5	22.5
Total Split (%)	17.5%	59.1%	41.6%	41.6%	40.9%	40.9%
Maximum Green (s)	5.1	28.0	18.4	18.4	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	31.0	31.9	21.4	21.4	9.0	9.0
Actuated g/C Ratio	0.66	0.68	0.46	0.46	0.19	0.19
v/c Ratio	0.44	0.24	0.48	0.34	0.42	0.32
Control Delay (s/veh)	7.6	4.6	11.7	3.0	20.1	6.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	7.6	4.6	11.7	3.0	20.1	6.2
LOS	A	A	B	A	C	A
Approach Delay (s/veh)		5.4	9.3		13.5	
Approach LOS		A	A		B	

Intersection Summary			
Area Type:	Other		
Cycle Length: 55			
Actuated Cycle Length: 47			
Natural Cycle: 55			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.48			
Intersection Signal Delay (s/veh): 8.4		Intersection LOS: A	
Intersection Capacity Utilization 48.3%		ICU Level of Service A	
Analysis Period (min) 15			

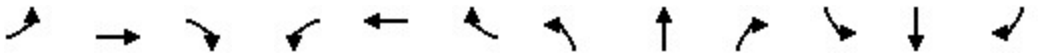
Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd



Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	181	533	713	277	132	119
Future Volume (veh/h)	181	533	713	277	132	119
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	197	579	775	301	143	129
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	558	2330	1580	705	238	212
Arrive On Green	0.11	0.66	0.44	0.44	0.13	0.13
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	197	579	775	301	143	129
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	2.1	2.9	6.6	5.6	3.2	3.3
Cycle Q Clear(g_c), s	2.1	2.9	6.6	5.6	3.2	3.3
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	558	2330	1580	705	238	212
V/C Ratio(X)	0.35	0.25	0.49	0.43	0.60	0.61
Avail Cap(c_a), veh/h	583	2330	1580	705	751	668
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	5.1	3.0	8.4	8.1	17.4	17.4
Incr Delay (d2), s/veh	0.4	0.3	1.1	1.9	2.4	2.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.5	2.1	1.7	1.3	1.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	5.5	3.3	9.5	10.0	19.9	20.3
LnGrp LOS	A	A	A	B	B	C
Approach Vol, veh/h		776	1076		272	
Approach Delay, s/veh		3.8	9.7		20.1	
Approach LOS		A	A		C	

Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	9.0	23.5			32.5	10.2
Change Period (Y+Rc), s	4.5	4.5			4.5	4.5
Max Green Setting (Gmax), s	5.1	18.4			28.0	18.0
Max Q Clear Time (g_c+I1), s	4.1	8.6			4.9	5.3
Green Ext Time (p_c), s	0.1	4.5			4.1	0.7

Intersection Summary	
HCM 7th Control Delay, s/veh	8.9
HCM 7th LOS	A



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	422	21	15	242	0	10	1	18	0	1	0
Future Volume (vph)	0	422	21	15	242	0	10	1	18	0	1	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	360		0	0		165	0		0	0		0
Storage Lanes	1		0	0		1	0		0	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.993						0.916				
Flt Protected					0.997			0.983				
Satd. Flow (prot)	1863	1850	0	0	1857	1863	0	1677	0	0	1863	1863
Flt Permitted					0.997			0.983				
Satd. Flow (perm)	1863	1850	0	0	1857	1863	0	1677	0	0	1863	1863
Link Speed (mph)		55			55			30			30	
Link Distance (ft)		2822			2497			302			828	
Travel Time (s)		35.0			31.0			6.9			18.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	459	23	16	263	0	11	1	20	0	1	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	482	0	0	279	0	0	32	0	0	1	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		60	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	40.1%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	450	11	3	273	3	2
Future Volume (vph)	450	11	3	273	3	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.997				0.946	
Flt Protected					0.971	
Satd. Flow (prot)	1857	0	0	1863	1711	0
Flt Permitted					0.971	
Satd. Flow (perm)	1857	0	0	1863	1711	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	2497			1960	501	
Travel Time (s)	31.0			24.3	11.4	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	489	12	3	297	3	2
Shared Lane Traffic (%)						
Lane Group Flow (vph)	501	0	0	300	5	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 34.4%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	207	230	149	157	117	87
Future Volume (vph)	207	230	149	157	117	87
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.929				0.942	
Flt Protected				0.976	0.972	
Satd. Flow (prot)	1730	0	0	1818	1706	0
Flt Permitted				0.976	0.972	
Satd. Flow (perm)	1730	0	0	1818	1706	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	24.3			3.7	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	225	250	162	171	127	95
Shared Lane Traffic (%)						
Lane Group Flow (vph)	475	0	0	333	222	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 63.3%		ICU Level of Service B	
Analysis Period (min) 15			

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	14	143	239	65	229	281
Future Volume (vph)	14	143	239	65	229	281
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		55			55
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		36.6			12.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	15	155	260	71	249	305
Shared Lane Traffic (%)						
Lane Group Flow (vph)	15	155	260	71	249	305
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 38.6%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	64	38	34	428	578	73
Future Volume (vph)	64	38	34	428	578	73
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	70	41	37	465	628	79
Shared Lane Traffic (%)						
Lane Group Flow (vph)	70	41	37	465	628	79
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 32.9%		ICU Level of Service A	
Analysis Period (min) 15			

Appendix G
Grand Landings Phase 5 and 6 Traffic Study Report
Text

Grand Landings Phase 5 & 6
Palm Coast, Florida

Traffic Impact Analysis

Prepared for: Douglas Property and Development, Inc.

By: LTG, Inc.
May 2022

LTG Engineering & Planning

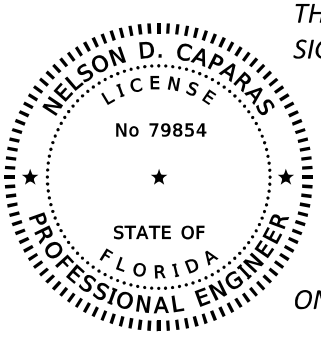
PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with LTG, Inc., a corporation authorized to operate as an engineering business, EB 0009227, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Grand Landings Phase 5 & 6 – Traffic Impact Analysis
LOCATION: Palm Coast, Florida
CLIENT: Douglas Property and Development, Inc.
JOB #: 5516.02

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
LTG, Inc.
1450 W. Granada Blvd, Suite 2
Ormond Beach, FL 32174
Certificate of Authorization 9227
386/257-2571



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Nelson Caparas

Digitally signed by Nelson Caparas
DN: CN=Nelson Caparas, dnQualifier=A01410D0000017ED5136600000B615F, O=LASSITER TRANSPORTATION GROUP INC, C=US
Date: 2022.05.09 17:00:17-04'00'

ON THE DATE ADJACENT TO THE SEAL

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LTG, INC.
1450 W. GRANADA BLVD, SUITE 2
ORMOND BEACH, FL 32174
CERTIFICATE OF AUTHORIZATION 9227
NELSON D. CAPARAS, P.E. NO. 79854

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1

INTRODUCTION

LTG, Inc. (LTG) was retained by Douglas Property and Development, Inc. to prepare a Traffic Impact Analysis (TIA) for the proposed Grand Landings Phase 5 and Phase 6 development. The development is located on Citation Boulevard in the City of Palm Coast, Florida. Figure 1 shows the location of the project relative to the surrounding road network.

Build-out of the proposed development is anticipated by year 2027. Access for the proposed development will be provided from Citation Boulevard and Grand Landings Parkway. A preliminary site plan is attached as Appendix A.

Study Area

The following roadway segments and intersections are included in the analysis as determined during the transportation methodology. A copy of the approved methodology letter is attached as Appendix B.

Roadway Segments:

- Belle Terre Boulevard from Zebulas Trail to US 1
- Citation Boulevard from Belle Terre Boulevard to Laguna Forest Lane
- Seminole Woods Boulevard from SR 100 to US 1
- Sesame Boulevard South from Seminole Woods Boulevard to Sesame Boulevard North
- Sesame Boulevard North from Seminole Woods Boulevard to Sesame Boulevard South
- US 1 from Kankakee Trail to 0.40 miles south of Seminole Woods Boulevard

Intersections:

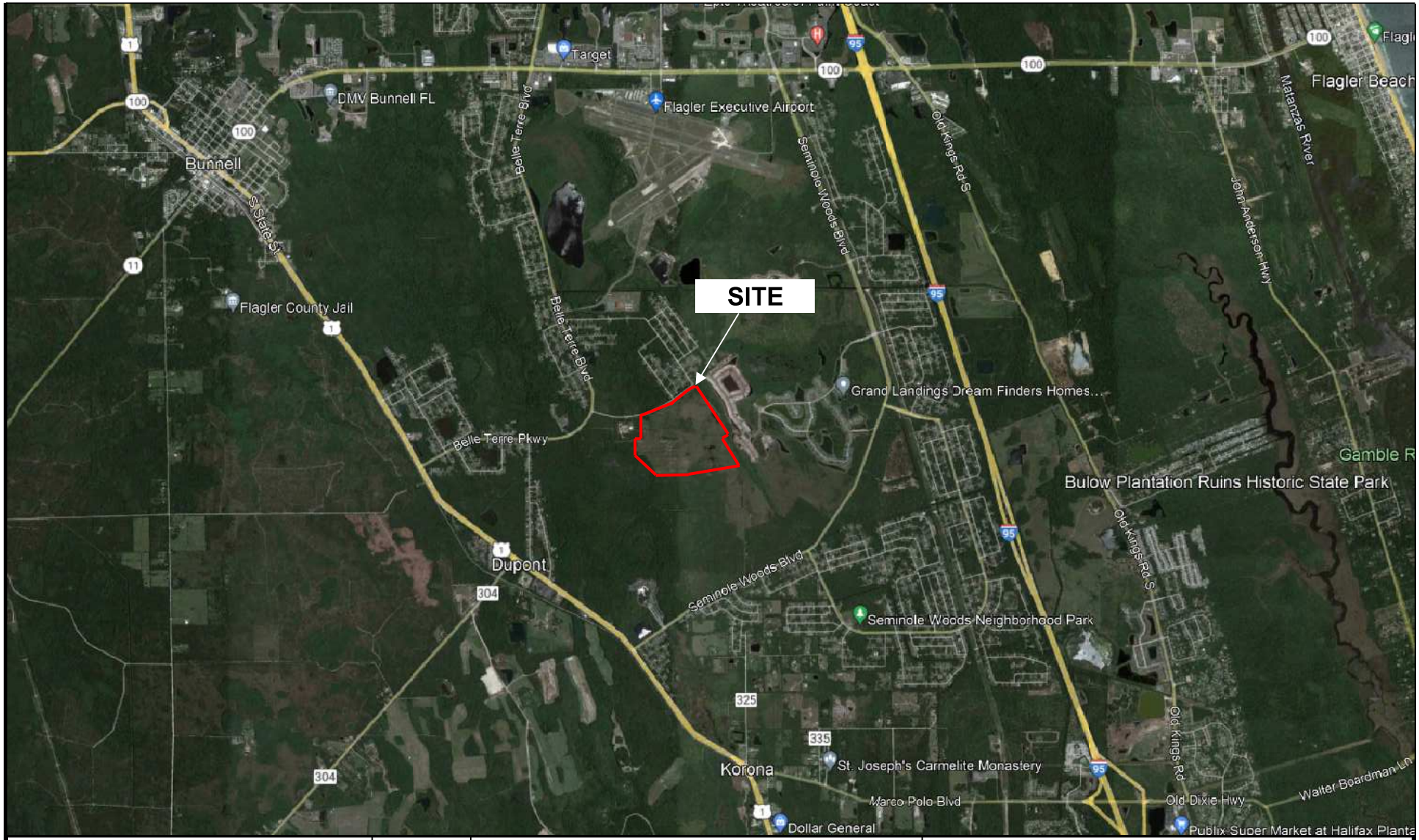
- Citation Boulevard at Belle Terre Boulevard
- Seminole Woods Boulevard at Grand Landings Parkway
- Seminole Woods Boulevard at Sesame Boulevard North
- Seminole Woods Boulevard at Sesame Boulevard South
- SR 100 at Belle Terre Boulevard
- SR 100 at Seminole Woods Boulevard
- US 1 at Seminole Woods Boulevard
- US 1 at Belle Terre Boulevard
- Citation Boulevard at Project Driveway (future conditions)

Study Procedures

Standard engineering and planning procedures were used to determine the impacts of this project. Reference data was obtained from the Florida Department of Transportation (FDOT), Flagler County Planning and Zoning Department, the Institute of Transportation Engineers (ITE), the River to Sea Transportation Planning Organization (R2CTPO), the City of Palm Coast, and the National Cooperative Highway Research Program (NCHRP).

Planned Roadway Improvements

Information on programmed or planned roadway improvements in the area of interest was obtained from FDOT, Flagler County, the City of Palm Coast, and previously approved projects. The Citation Boulevard Extension, which will connect Seminole Woods Boulevard to Belle Terre Boulevard, is anticipated to be completed by project build-out.



Grand Landings Phases 5 & 6	N NTS	**Site Location Map**	LTG Engineering & Planning
		Project No.: 5516.02 / Figure: 1	1450 W. Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996

2

EXISTING ROADWAY ANALYSIS

Turning movement counts (TMCs) were conducted during the a.m. and p.m. peak-hours on February 2, 2022 and February 15, 2022 at the study area intersections. The raw count data is attached as Appendix C. The FDOT's Seasonal Factor (SF) for the week the TMCs were collected equates to 0.92. the FDOT SF was less than 1.0, a minimum SF of 1.0 was applied to the counts.

Unsignalized Intersection Analysis

The existing operating conditions at the unsignalized intersections were analyzed using *Highway Capacity Software 2010, Version 2022* (HCS). This software utilizes the procedures outlined in Chapter 20 of the Highway Capacity Manual (6th Edition) titled, "Two-Way Stop-Controlled Intersections". Table 1 shows the existing AM and PM peak-hour level of service (LOS) at the study area intersections. The HCS summary sheets are attached as Appendix D. As indicated, the unsignalized intersections are currently operating within acceptable LOS.

Table 1
Existing AM and PM Peak-Hour LOS - Unsignalized Intersection
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
Citation Boulevard at Belle Terre Boulevard	E	WB	12.5	B	WB	12.6	B
Seminole Woods Boulevard at Grand Landings Parkway	E	EB	12.7	B	EB	13.5	B
Seminole Woods Boulevard at Sesame Boulevard North	E	WB	13.1	B	WB	14.3	B
Seminole Woods Boulevard at Sesame Boulevard South	E	NB	13.3	B	NB	16.4	C

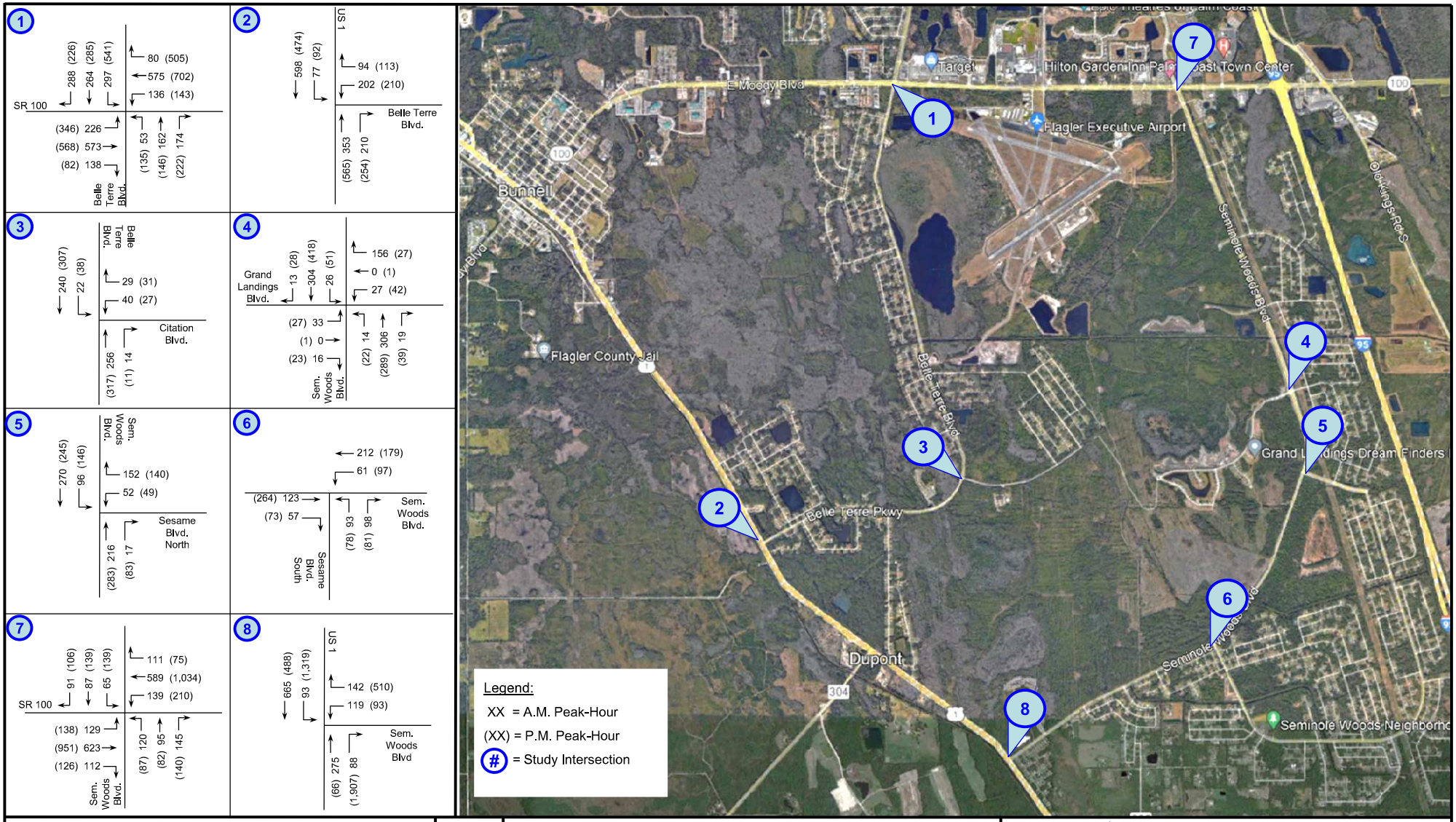
Signalized Intersection Analysis

The existing operating conditions at the signalized intersections were analyzed using HCS, which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual 6th Edition*, titled "Signalized Intersections". Table 2 shows the existing LOS and volume to capacity ratios (v/c) at the study area intersections. The signal timings are provided in Appendix E and the HCS summary sheets are provided in Appendix F.

Table 2
Existing AM and PM Peak-Hour LOS - Signalized Intersections
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 100 at Belle Terre Boulevard	D	50.3	D	No	53.0	D	No
US 1 at Belle Terre Boulevard	D	12.4	B	No	13.8	B	No
SR 100 at Seminole Woods Boulevard	D	37.0	C	No	41.5	D	No
US 1 at Seminole Woods Boulevard	D	11.6	B	No	13.6	B	No

As indicated in the table, the signalized study area intersections are currently operating within the adopted LOS.



Grand Landings Phase 5 &6

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2022 Existing A.M. & P.M. Turning Movement Counts

Project Number: 5516.02

Figure 2

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Roadway Segment Analysis

Roadway level of service describes the operating condition determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measurement of several factors, which include speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety and vehicle operating costs. Six service levels have been established as standards by which to gauge roadway performance, designated by the letters A through F. The LOS categories are defined as follows:

Level of Service A: *Free flow, individual users virtually unaffected by the presence of others*
Level of Service B: *Stable flow with a high degree of freedom to select operating conditions*
Level of Service C: *Flow remains stable, but with significant interactions with others*
Level of Service D: *High-density stable flow in which the freedom to maneuver is severely restricted*
Level of Service E: *This condition represents the capacity level of the road*
Level of Service F: *Forced flow in which the traffic exceeds the amount that can be served*

The 2018 Average Annual Daily Traffic (AADT) for the study roadway segments was obtained from FDOT Traffic Online. The existing levels of service for the study area road segments are shown in Table 3.

Table 3
Existing PM Peak-Hour LOS – Roadway Segments
Grand Landings Phase 5 & 6

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity*	2019 AADT	K-Factor	Existing Peak-Hour Two-Way Volume	V/C Ratio	Existing Volume Exceed Adopted LOS?
	From:	To:								
Belle Terre Boulevard	SR 100	Zebulas Trail	2	D	1,120	7,200	0.090	648	0.58	No
	Zebulas Trail	Zuan Trail	2	D	1,120	6,900	0.090	621	0.55	No
	Zuan Trail	Citation Boulevard	2	D	1,120	6,200	0.090	558	0.50	No
	Citation Boulevard	US 1	2	D	1,120	4,500	0.090	405	0.36	No
Citation Boulevard	Belle Terre Boulevard	Laguna Forest Lane	2	D	931	600	0.090	54	0.06	No
US 1	Kankakee Trail	0.4 miles S of Seminole Woods Blvd	4	D	3,580	14,000	0.090	1,260	0.35	No
Seminole Woods Boulevard	SR 100	Ulaturn Place	4	D	3,222	10,900	0.090	981	0.30	No
	Ulaturn Place	Citation Parkway	4	D	3,222	7,900	0.090	711	0.22	No
	Citation Parkway	Sesame Boulevard	2	D	1,120	6,000	0.090	540	0.48	No
	Sesame Boulevard	US 1	2	D	1,120	5,600	0.090	504	0.45	No
Sesame Boulevard	Seminole Woods Boulevard	Terminus	2	D	1,120	1,500	0.090	135	0.12	No
Citation Parkway	Seminole Woods Boulevard	Sesame Boulevard	4	D	3,222	2,900	0.090	261	0.08	No

**Capacities obtained from 2020 FDOT Quality/Level of Service Tables: Table 4: Generalized Peak-Hour Two-Way Volumes for Florida's Urbanized Areas.*
***Existing AADT provided by the City of Palm Coast AADT Data*

As indicated in Table 3, all study area roadway segments currently operate within an acceptable level of service during the PM peak-hour.

3

2027 FUTURE TRAFFIC CONDITIONS

Traffic in the area is expected to grow due to local development approvals and population growth. The following section documents the methods used to project future 2027 background traffic.

Background Traffic

Traffic growth rates from historic City of Palm Coast's 2019 Average Annual Daily Traffic (AADT) counts from the past five years were determined for each study area roadway segment using FDOT's *Traffic Trends* software. Table 3 presents the average annual growth rates and the growth rate applied to the factored existing traffic volumes to project background traffic the year 2024. As agreed in the methodology phase of the analysis, the minimum growth rate to be used is two percent (2%). The FDOT *Traffic Trends* analysis worksheets are attached as Appendix G.

Table 4
Annual Growth Rates
Grand Landings Phase 5 & 6

Roadway	Segment		Average Annual Growth Rate	Applied Growth Rate
Belle Terre Boulevard	SR 100	Zebulas Trail	1.44%	2.00%
	Zebulas Trail	Zuan Trail	4.58%	4.58%
	Zuan Trail	Citation Boulevard	4.55%	4.55%
	Citation Boulevard	US 1	5.40%	5.40%
Citation Boulevard	Belle Terre Boulevard	Laguna Forest Lane	4.17%	4.17%
US 1	Kankakee Trail	0.4 miles S of Seminole Woods Blvd	1.25%	2.00%
Seminole Woods Boulevard	SR 100	Ulaturn Place	4.55%	4.55%
	Ulaturn Place	Sesame Boulevard North	1.52%	2.00%
	Sesame Boulevard North	Sesame Boulevard South	6.04%	6.04%
	Sesame Boulevard South	US 1	2.63%	2.63%
Sesame Boulevard South	Seminole Woods Boulevard	Sesame Boulevard North	8.33%	8.33%
Sesame Boulevard North	Seminole Woods Boulevard	Sesame Boulevard South	3.33%	3.33%

4

2027 BACKGROUND FUTURE ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the future roadway conditions to determine potential impacts and to investigate mitigation requirements. The results of the analysis are presented below. Figures 3A-3B depict the total 2027 background volumes.

2027 Background – Unsignalized Intersection Analysis

The unsignalized intersections were analyzed to determine the operating conditions under 2027 background conditions and the results are presented in Table 5. The HCS summary sheets are included in Appendix H. As indicated, under background conditions, the unsignalized intersections are anticipated to operate within an acceptable LOS.

Table 5
2027 Background AM and PM Peak-Hour LOS - Unsignalized Intersection
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
Citation Boulevard at Belle Terre Boulevard	E	WB	20.4	C	WB	26.0	D
Seminole Woods Boulevard at Grand Landings Parkway	E	WB	13.3	B	WB	14.4	B
Seminole Woods Boulevard at Sesame Boulevard North	E	WB	15.5	C	WB	17.9	C
Seminole Woods Boulevard at Sesame Boulevard South	E	NB	16.7	C	NB	23.5	C

2027 Background – Signalized Intersection Analysis

The signalized intersections were analyzed to determine the operating conditions under 2027 background conditions and the results are presented in Table 6. The HCS summary sheets are included in Appendix I.

Table 6
2027 Background AM and PM Peak-Hour LOS - Signalized Intersections
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 100 at Belle Terre Boulevard	D	53.1	D	No	64.7	E	Yes
US 1 at Belle Terre Boulevard	D	14.6	B	No	19.1	B	No
SR 100 at Seminole Woods Boulevard	D	39.1	D	No	45.4	D	No
US 1 at Seminole Woods Boulevard	D	12.2	B	No	16.0	B	No

As indicated in the table above, the signalized study area intersection of SR 100 at Belle Terre Boulevard is anticipated to operate outside the adopted LOS and with v/c ratios greater than 1.0. The intersection was analyzed with the following improvements:

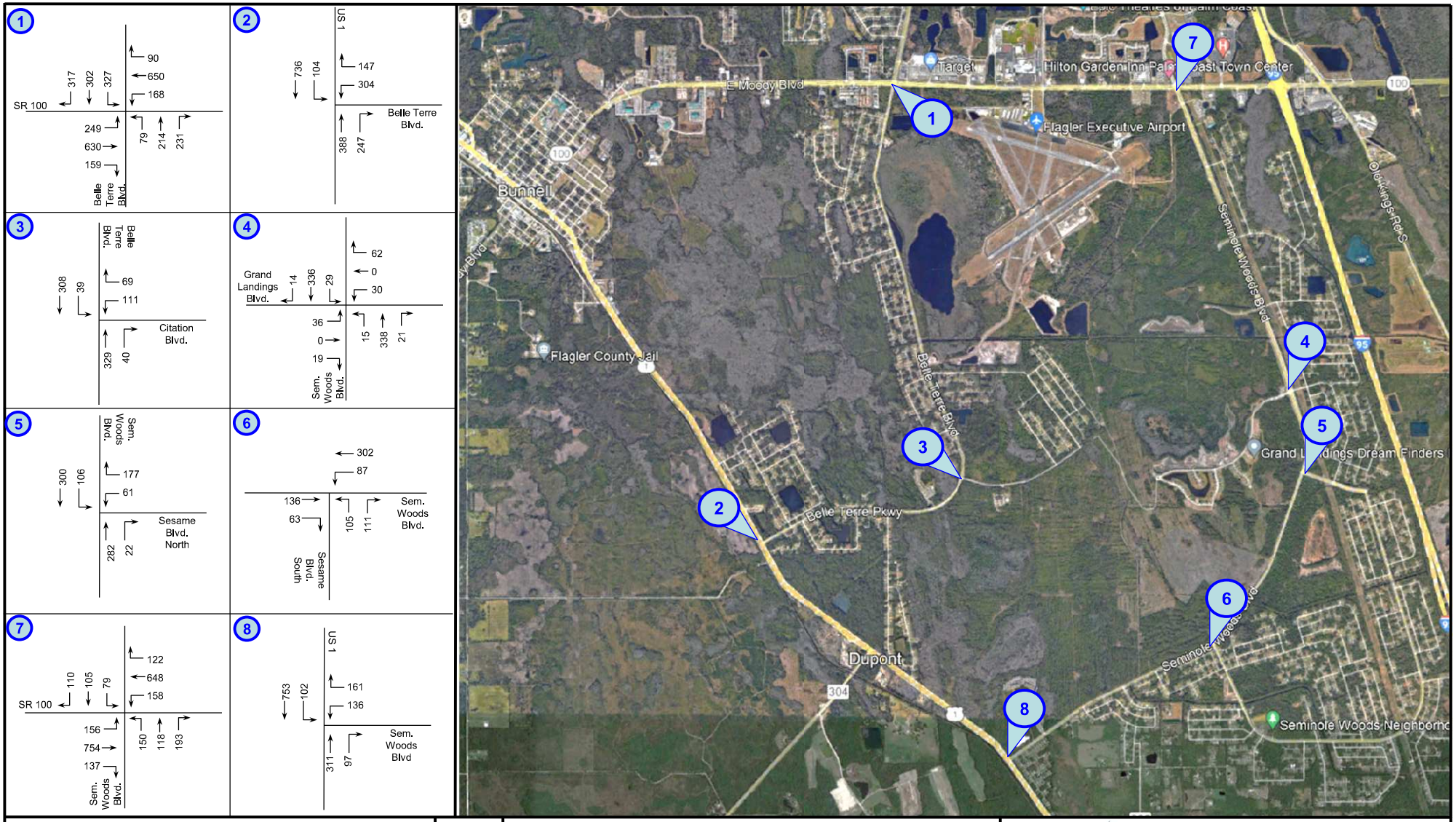
SR 100 Belle Terre Boulevard:

- Add westbound right-turn overlap phase
- Optimize signal timing splits

The analysis of the intersection with the improvements listed above are provided in Table 7. The HCS summary sheets are located in Appendix J.

Table 7
2027 Build-Out PM Peak-Hour LOS - Signalized Intersections Improved
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?
SR 100 at Belle Terre Boulevard	D	53.2	D	No



Grand Landings
Phase 5 & 6

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2027 Background
A.M. Peak-Hour Volumes

Project Number: 5516.02

Figure 3A

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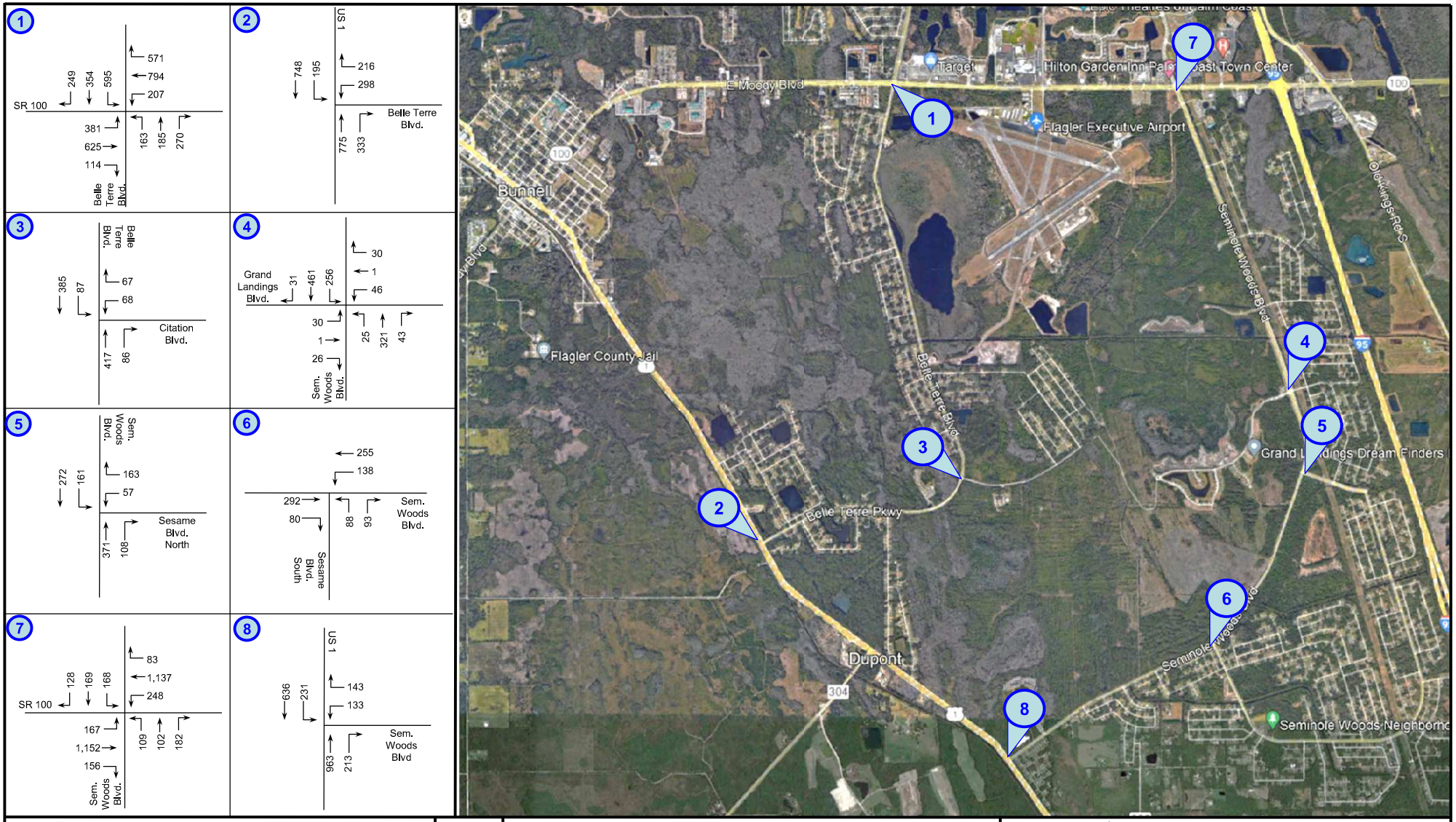

Grand Landings
Phase 5 & 6

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2027 Background
P.M. Peak-Hour Volumes

Project Number: 5516.02

Figure 3B

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2027 Background – Roadway Segment Analysis

The study area roadway segments were analyzed under 2027 background conditions to determine the anticipated two-way peak-hour LOS. The results are provided in Table 8. The two-way capacity of the roadway and the projected future 2027 background traffic volumes are included in Table 8. The future background traffic includes a growth factor and the vested trips on each segment. The Grand Landings Phase 4 trips were included as vested trips and distributed in following with the model trip distribution illustrated on Figure 4. As indicated, the study area roadway segments are anticipated to operate within the adopted LOS under background conditions.

Table 8
2027 Background PM Peak-Hour LOS - Roadway Segments
Grand Landings Phase 5 & 6

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	Applied Growth (%)	Vested Traffic	2027 Background Traffic	Background PM Volume Exceed Adopted LOS?
Belle Terre Boulevard	SR 100	Zebulas Trail	2	D	1,120	648	2.00%	172	924	No
	Zebulas Trail	Zuan Trail	2	D	1,120	621	4.58%	160	1,009	No
	Zuan Trail	Citation Boulevard	2	D	1,120	558	4.55%	160	921	No
	Citation Boulevard	US 1	2	D	1,120	405	5.40%	177	757	No
Citation Boulevard	Belle Terre Boulevard	Laguna Forest Lane	2	D	931	54	4.17%	0	72	No
US 1	Kankakee Trail	0.4 miles S of Seminole Woods Blvd	4	D	3,580	1,260	2.00%	544	2,006	No
Seminole Woods Boulevard	SR 100	Ulaturn Place	4	D	3,222	981	4.55%	300	1,638	No
	Ulaturn Place	Citation Parkway	4	D	3,222	711	2.00%	267	1,092	No
	Citation Parkway	Sesame Boulevard	2	D	1,120	540	6.04%	231	1,032	No
	Sesame Boulevard	US 1	2	D	1,120	504	2.63%	234	844	No
Sesame Boulevard	Seminole Woods Boulevard	Terminus	2	D	1,120	135	8.33%	2	227	No
Citation Parkway	Seminole Woods Boulevard	Sesame Boulevard	4	D	3,222	261	3.33%	1	331	No

5

2027 BUILD-OUT ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the roadway conditions at the time of project build-out to determine potential impacts of project-generated trips and investigate mitigation requirements.

Project Trip Generation

The daily, AM and PM peak-hour trip generation for the development was determined using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The daily, a.m. and p.m. peak-hour total project trip generation is provided in Table 9.

Table 9
Project Trip Generation
Grand Landings Phase 5 & 6

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)	Total Trips (T)	Percent Entering	Percent Exiting	Entering Trips	Exiting Trips
Daily	Single Family Residential	210	Ln(T) = 0.92 Ln(X) + 2.68	399 DU	3,604	50%	50%	1,802	1,802
A.M. Peak-Hour			Ln(T) = 0.91 Ln(X) + 0.12		262	26%	74%	68	194
P.M. Peak-Hour			Ln(T) = 0.94 Ln(X) + 0.27		365	63%	37%	230	135

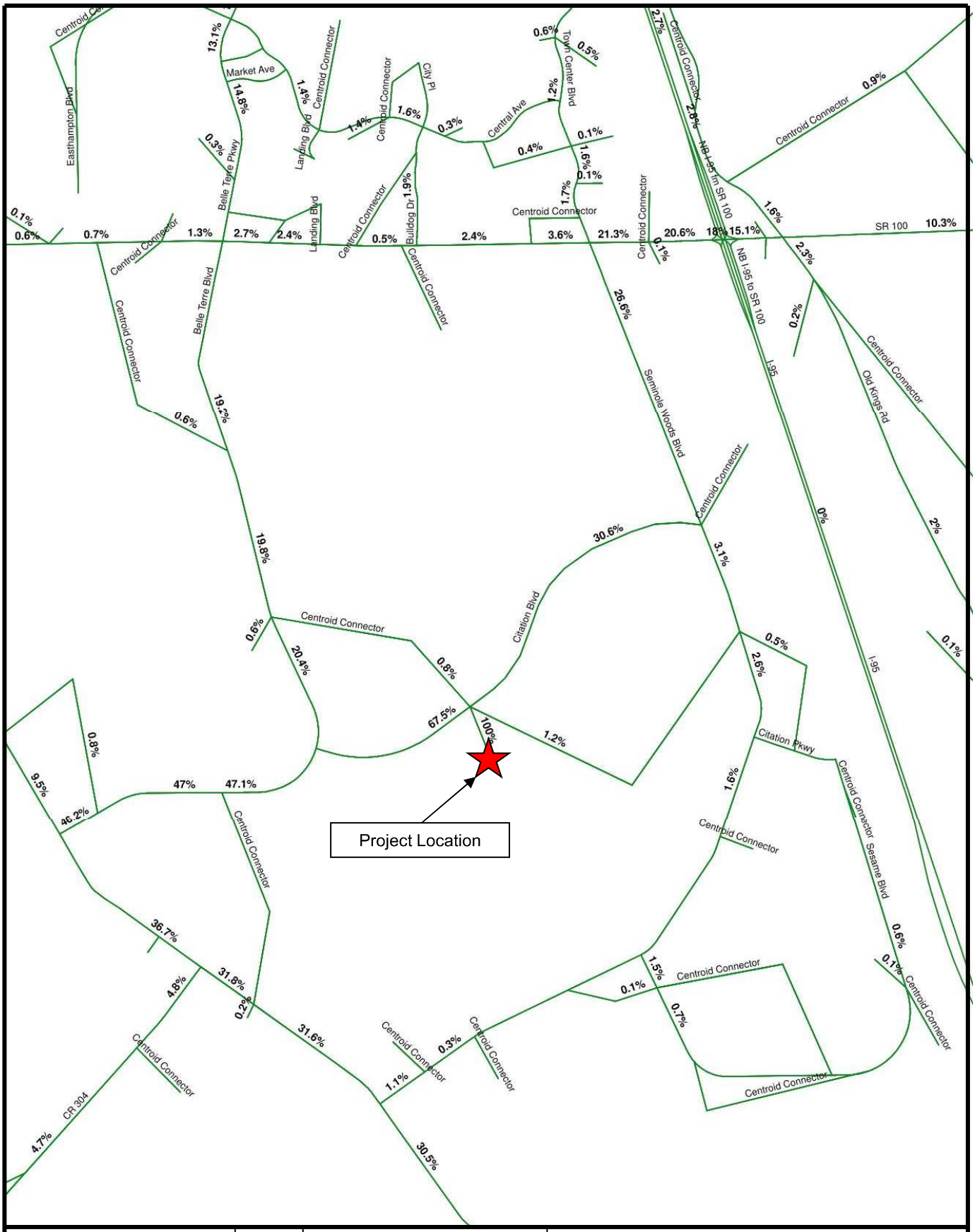
DU = Dwelling Units

Project Trip Distribution

In following with the City of Palm Coast, the development trip distribution will follow the percent volume distribution of the existing traffic on the adjacent roadways. The resulting project trip distribution is shown in Figure 4.

Project Trip Assignment

Using the trip distribution, the a.m. and p.m. peak-hour project trips were assigned to the study area roadway network. The 2024 background turning movements at the intersections were determined using the applied growth rates provided in Table 3. Figures 5A, and 5B graphically depict the total 2024 build-out traffic.



Grand Landings Phase 5 & 6	N NTS	**Project Trip Distribution**	Project No.: 5516.02	Figure: 4

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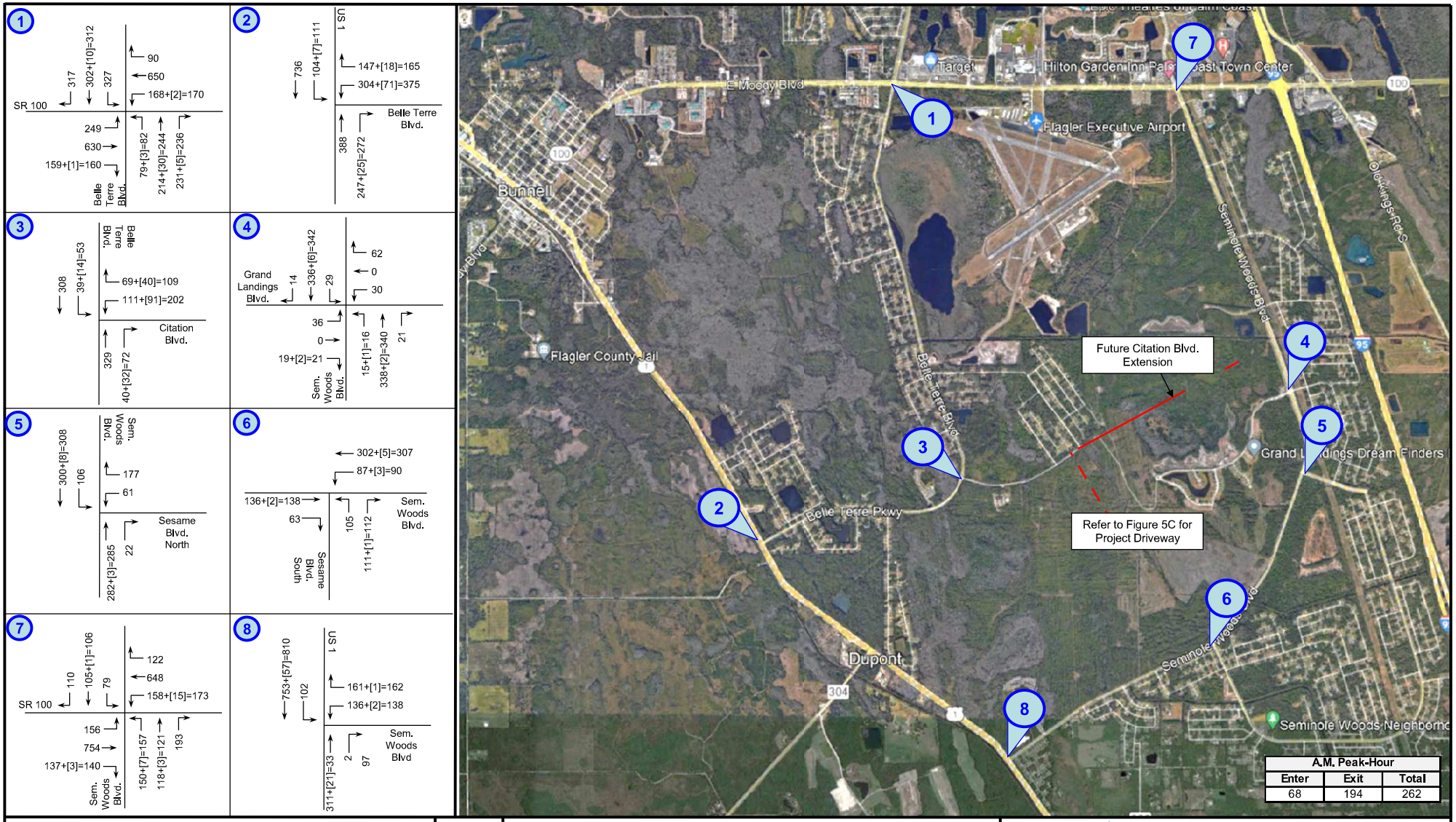

Grand Landings Phase 5 & 6

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2027 Build-Out A.M. Peak-Hour Volumes

Project Number: 5516.02

Figure 5A

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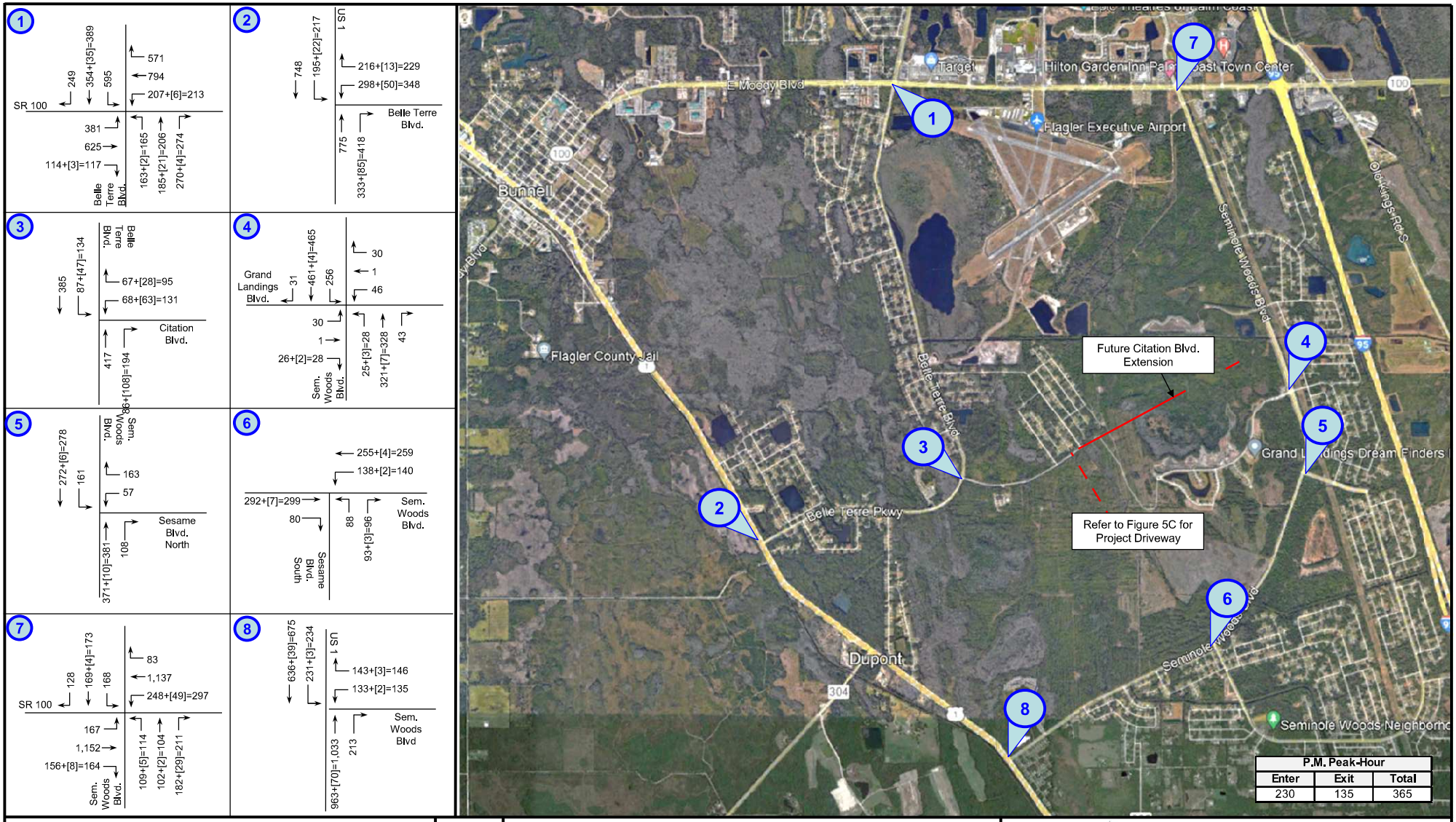

Grand Landings Phase 5 & 6

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2027 Build-Out P.M. Peak-Hour Volumes

Project Number: 5516.02

Figure 5B

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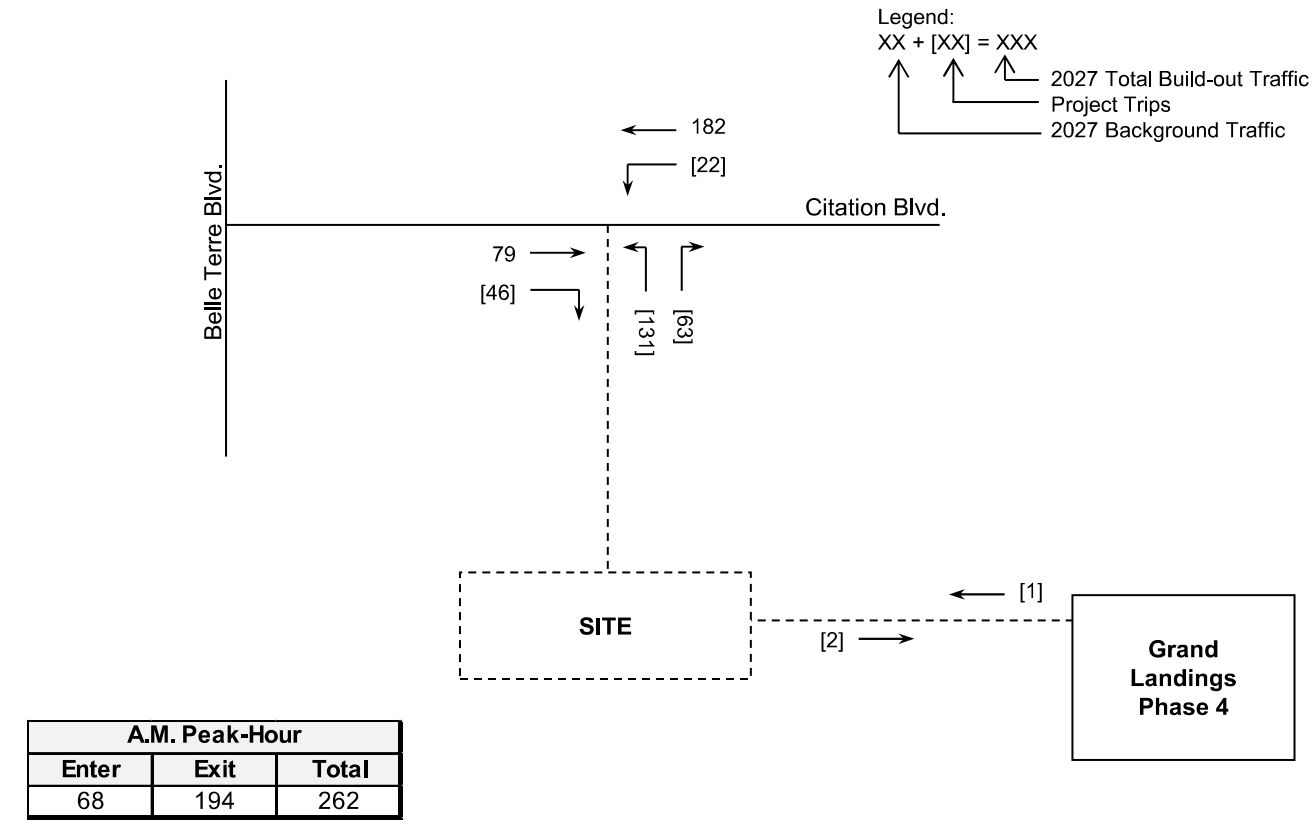
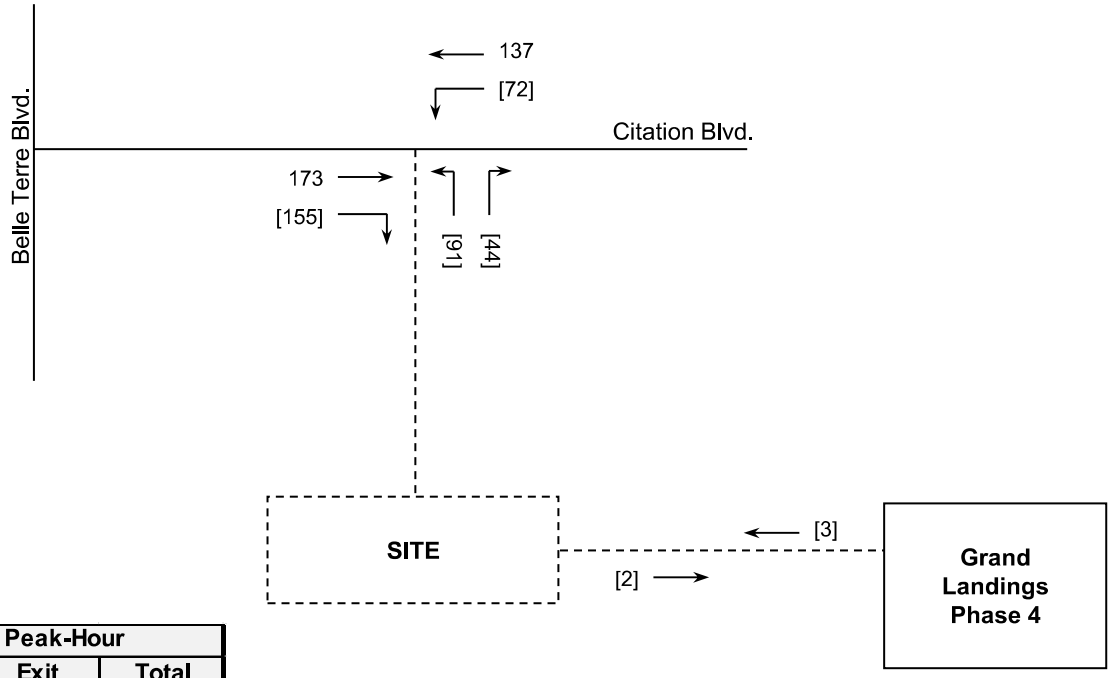


A.M. Peak-Hour		
Enter	Exit	Total
68	194	262



P.M. Peak-Hour		
Enter	Exit	Total
230	135	365

Grand Landings Phase 5 & 6

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2027 Build-Out A.M. & P.M. Peak-Hour Volumes

Project No.: 5516.02 | Figure: 5C

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Unsignalized Intersections Analysis

The unsignalized intersections and project driveways were analyzed to determine the operating conditions under 2027 build-out conditions, and the results are presented in Table 10. The HCS summary sheets are included in Appendix K.

Table 10
2027 Build-Out A.M. and P.M. Peak-Hour LOS – Unsignalized Intersections
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	A.M. Peak-Hour			P.M. Peak-Hour		
		Critical Approach	Delay (sec.)	LOS	Critical Approach	Delay (sec.)	LOS
Citation Boulevard at Belle Terre Boulevard	E	WB	49.9	E	WB	126.6	F
Seminole Woods Boulevard at Grand Landings Parkway	E	WB	13.4	B	WB	14.7	B
Seminole Woods Boulevard at Sesame Boulevard North	E	WB	15.7	C	WB	18.2	C
Seminole Woods Boulevard at Sesame Boulevard South	E	NB	17.0	C	NB	24.3	C
Citation Boulevard at Project Driveway	E	NB	11.7	B	NB	13.1	B

As indicated in Table 10, the unsignalized intersection of Citation Boulevard at Belle Terre Boulevard is anticipated to operate outside of the adopted LOS during the p.m. peak-hour. The intersection was re-evaluated with the following improvement:

Citation Boulevard at Belle Terre Boulevard

- Add exclusive westbound right-turn lane

Table 11 depicts the a.m. and p.m. peak-hour level of service under build-out conditions with an exclusive westbound right-turn lane. The HCS summary sheets are contained in Appendix L.

Table 11
2027 Build-Out P.M. Peak-Hour LOS – Intersection Improvements
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	PM Peak-Hour		
		Critical Approach	Delay (sec.)	LOS
Citation Boulevard at Belle Terre Boulevard	E	WB	63.6	F

It is common that unsignalized intersections operate at higher levels of service with higher delay on the minor street approaches during peak-hour when conflicted with high major street volumes. While the westbound approach is expected to experience a delay of 80.0 seconds in the p.m. peak-hour, the v/c ratios are less than 1.0; therefore, this is considered acceptable.

Signalized Intersections Analysis

The signalized intersections were analyzed under 2027 build-out conditions to determine the operational LOS upon completion of the proposed project and to investigate potential mitigation requirements to be fulfilled by the applicant. The results of the analysis are provided in Table 12. The HCS summary sheets are included in Appendix M.

Table 12
2027 Build-Out AM and PM Peak-Hour LOS - Signalized Intersections
Grand Landings Phase 5 & 6

Intersection	Adopted LOS	A.M. Peak-Hour			P.M. Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 100 at Belle Terre Boulevard	D	53.6	D	No	53.9	D	No
US 1 at Belle Terre Boulevard	D	18.1	B	No	22.4	C	No
SR 100 at Seminole Woods Boulevard	D	40.2	D	No	48.1	D	No
US 1 at Seminole Woods Boulevard	D	12.2	B	No	16.4	B	No

As indicated in Table 12, all study area intersections are expected to operate within acceptable levels of service under 2027 build-out conditions.

Roadway Segment Analysis

The study area roadway segments were analyzed under 2027 build-out conditions based on two-way peak-hour capacity. The 2027 build-out volume includes background and project traffic along each segment. The results of the analysis are provided in Table 13. As indicated, the study area roadway segments are anticipated to operate within the adopted LOS.

Table 13
2027 Build-Out PM Peak-Hour LOS – Roadway Segments
Grand Landings Phase 5 & 6

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	Existing PM Peak-Hour Two-Way Volume	2027 Background Traffic	Project Distribution	Project Trips	2027 Build-Out Traffic	2027 Build-Out Traffic Exceed Adopted LOS?
Belle Terre Boulevard	SR 100	Zebulas Trail	2	D	1,120	648	924	19.2%	62	986	No
	Zebulas Trail	Zuan Trail	2	D	1,120	621	1,009	19.8%	64	1,073	No
	Zuan Trail	Citation Boulevard	2	D	1,120	558	921	20.4%	66	987	No
	Citation Boulevard	US 1	2	D	1,120	405	757	47.1%	153	910	No
Citation Boulevard	Belle Terre Boulevard	Laguna Forest Lane	2	D	931	54	72	67.5%	219	291	No
US 1	Kankakee Trail	0.4 miles S of Seminole Woods Blvd	4	D	3,580	1,260	2,006	36.7%	119	2,125	No
Seminole Woods Boulevard	SR 100	Ulaturn Place	4	D	3,222	981	1,638	26.6%	97	1,735	No
	Ulaturn Place	Citation Parkway	4	D	3,222	711	1,092	3.1%	11	1,103	No
	Citation Parkway	Sesame Boulevard	2	D	1,120	540	1,032	1.6%	6	1,038	No
	Sesame Boulevard	US 1	2	D	1,120	504	844	1.1%	4	848	No
Sesame Boulevard	Seminole Woods Boulevard	Terminus	2	D	1,120	135	227	1.5%	5	232	No
Citation Parkway	Seminole Woods Boulevard	Sesame Boulevard	4	D	3,222	261	331	0.5%	2	333	No

Site Access Analysis

Access to the development is proposed via a full access driveway to Citation Boulevard. The turn lane storage and taper lengths were determined using guidance provided by the November 2020 Palm Coast Turn Lane Technical Guidelines (Guidelines). Deceleration lanes will be provided at all intersections and/or access points adjacent to the proposed development as required by the Guidelines.

Per these guidelines with a posted limit of 30 miles per-hour (mph), AADT of 600 along Citation Boulevard, the anticipated left-turn volumes exceed the threshold and therefore meets the requirements for a left-turn lane at the project driveway. Based on the guidelines set for the storage length and the length of the turn lane taper, a Citation Boulevard westbound left-turn lane 75-feet in storage length plus a 75-foot taper will be required at the site driveway. A Citation Boulevard eastbound right turn lane 75-foot taper at the site driveway.

Alternative Mode Analysis

Per the R2CTPO TIA guidelines, present and programmed bike, pedestrian, and transit mobility options in the immediate area have been evaluated. At this time, there is no sidewalk connectivity near the proposed development.

Flagler County offers public transportation services, Flagler County Public Transportation (FCPT), that provides specialized transportation throughout Flagler County. FCTP is a demand response, shared ride, and door-to-door service with normal operating hours from 6 AM to 6 PM Monday through Friday, 8 AM to 6 PM on Saturdays, and restricted services on Sundays. However, same day services are not available. FCPT operates within the border of Flagler County with a few medical exceptions. FCPT offers services to Volusia County, St. Augustine, Jacksonville and Gainesville on select days and times. Riders are required to provide advanced notice, or reservations, to use the service. Although there are no fixed routes or schedules provided, the proposed site would be eligible to utilize this public transportation system.

6

CONCLUSION & RECOMMENDATIONS

This study was conducted to evaluate the impact the proposed Grand Landings Phase 5 & 6 development would have on the surrounding roadway network in the City of Palm Coast. The development will generate 262 AM peak-hour and 365 PM peak-hour trips. The results of the study are summarized in Table 15, below.

Table 14
Intersection Improvements to Restore Adopted Standards
Grand Landings Phase 5 & 6

Intersection	When Improvement Required	
	2027 Background	2027 Build-Out
SR 100 at Belle Terre Boulevard	• Add westbound overlap phase • Optimize signal timing splits	
Citation Boulevard at Belle Terre Boulevard		• Add exclusive westbound right-turn lane 155 feet in length including the 50-foot taper

Based on the Palm Coast Turn Lane Technical Guidelines (November 2020) guidelines for a 2-lane roadway with an AADT less than 5,000 and a speed limit of 30 mph, the anticipated volumes exceed the thresholds and therefore meets the requirements for a right-turn lane and a left-turn at the project driveway. Turn lanes will be required at the project driveway in following with the Turn Lane Guidelines. The Citation Boulevard westbound approach will require a westbound left turn lane with a 150-foot deceleration/storage length plus a 75-foot taper. The Citation Boulevard eastbound approach will require a 75-foot eastbound right turn lane taper and no deceleration lane.

If deemed necessary by the agencies, the recommended improvements eligible for proportionate share (PS), the estimated improvement cost, and PS calculations are to be negotiated once the TIA results are accepted by agencies. Based on the results of the TIA and identified improvements, the planned Grand Landings Phase 5 and 6 development is recommended for approval.

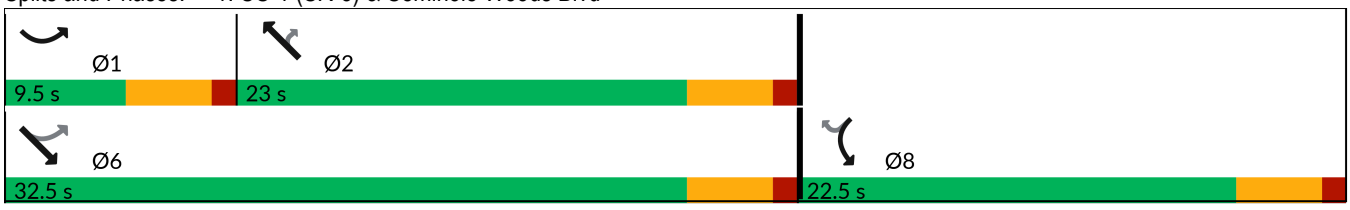
Appendix H
Synchro Printouts - Background Traffic Conditions

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	140	898	455	89	341	203
Future Volume (vph)	140	898	455	89	341	203
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.369				0.950	
Satd. Flow (perm)	687	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				97		221
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	152	976	495	97	371	221
Shared Lane Traffic (%)						
Lane Group Flow (vph)	152	976	495	97	371	221
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		24	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	9.5	32.5	23.0	23.0	22.5	22.5
Total Split (%)	17.3%	59.1%	41.8%	41.8%	40.9%	40.9%
Maximum Green (s)	5.0	28.0	18.5	18.5	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	28.1	28.1	20.7	20.7	14.8	14.8
Actuated g/C Ratio	0.54	0.54	0.40	0.40	0.28	0.28
v/c Ratio	0.32	0.51	0.35	0.14	0.74	0.36
Control Delay (s/veh)	8.8	9.3	13.5	4.2	26.2	4.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.8	9.3	13.5	4.2	26.2	4.4
LOS	A	A	B	A	C	A
Approach Delay (s/veh)		9.2	12.0		18.1	
Approach LOS		A	B		B	

Intersection Summary			
Area Type:	Other		
Cycle Length: 55			
Actuated Cycle Length: 52			
Natural Cycle: 55			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.74			
Intersection Signal Delay (s/veh): 12.2		Intersection LOS: B	
Intersection Capacity Utilization 51.2%		ICU Level of Service A	
Analysis Period (min) 15			

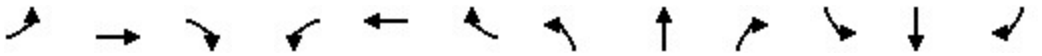
Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd



Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	140	898	455	89	341	203
Future Volume (veh/h)	140	898	455	89	341	203
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	152	976	495	97	371	221
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	557	1994	1361	607	460	410
Arrive On Green	0.09	0.56	0.38	0.38	0.26	0.26
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	152	976	495	97	371	221
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	2.3	8.3	5.0	2.0	9.7	6.0
Cycle Q Clear(g_c), s	2.3	8.3	5.0	2.0	9.7	6.0
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	557	1994	1361	607	460	410
V/C Ratio(X)	0.27	0.49	0.36	0.16	0.81	0.54
Avail Cap(c_a), veh/h	578	1994	1361	607	643	572
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	7.1	6.6	11.0	10.1	17.3	15.9
Incr Delay (d2), s/veh	0.3	0.9	0.8	0.6	5.2	1.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	2.4	1.8	0.7	4.1	2.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	7.4	7.5	11.8	10.7	22.5	17.0
LnGrp LOS	A	A	B	B	C	B
Approach Vol, veh/h		1128	592		592	
Approach Delay, s/veh		7.5	11.6		20.5	
Approach LOS		A	B		C	

Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	8.9	23.6				32.5	17.4
Change Period (Y+Rc), s	4.5	4.5				4.5	4.5
Max Green Setting (Gmax), s	5.0	18.5				28.0	18.0
Max Q Clear Time (g_c+I1), s	4.3	7.0				10.3	11.7
Green Ext Time (p_c), s	0.0	2.8				6.7	1.2

Intersection Summary	
HCM 7th Control Delay, s/veh	11.9
HCM 7th LOS	B



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	252	9	4	516	0	26	0	15	0	0	1
Future Volume (vph)	0	252	9	4	516	0	26	0	15	0	0	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	360		0	0		165	0		0	0		0
Storage Lanes	1		0	0		1	0		0	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.995						0.951				0.850
Flt Protected								0.969				
Satd. Flow (prot)	1863	1853	0	0	1863	1863	0	1717	0	0	1863	1583
Flt Permitted								0.969				
Satd. Flow (perm)	1863	1853	0	0	1863	1863	0	1717	0	0	1863	1583
Link Speed (mph)		55			55			30			30	
Link Distance (ft)		2822			2497			302			828	
Travel Time (s)		35.0			31.0			6.9			18.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	274	10	4	561	0	28	0	16	0	0	1
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	284	0	0	565	0	0	44	0	0	0	1
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		60	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	44.0%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	289	6	4	466	16	8
Future Volume (vph)	289	6	4	466	16	8
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.997				0.953	
Flt Protected					0.968	
Satd. Flow (prot)	1857	0	0	1863	1718	0
Flt Permitted					0.968	
Satd. Flow (perm)	1857	0	0	1863	1718	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	2497			1960	501	
Travel Time (s)	31.0			24.3	11.4	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	314	7	4	507	17	9
Shared Lane Traffic (%)						
Lane Group Flow (vph)	321	0	0	511	26	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 37.7%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	232	73	55	177	232	148
Future Volume (vph)	232	73	55	177	232	148
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.968				0.947	
Flt Protected				0.988	0.970	
Satd. Flow (prot)	1803	0	0	1840	1711	0
Flt Permitted				0.988	0.970	
Satd. Flow (perm)	1803	0	0	1840	1711	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	24.3			3.7	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	252	79	60	192	252	161
Shared Lane Traffic (%)						
Lane Group Flow (vph)	331	0	0	252	413	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 60.9%		ICU Level of Service B	
Analysis Period (min) 15			

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	70	235	399	13	89	197
Future Volume (vph)	70	235	399	13	89	197
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		55			55
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		36.6			12.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	76	255	434	14	97	214
Shared Lane Traffic (%)						
Lane Group Flow (vph)	76	255	434	14	97	214
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	42.2%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	151	30	30	818	303	87
Future Volume (vph)	151	30	30	818	303	87
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	164	33	33	889	329	95
Shared Lane Traffic (%)						
Lane Group Flow (vph)	164	33	33	889	329	95
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

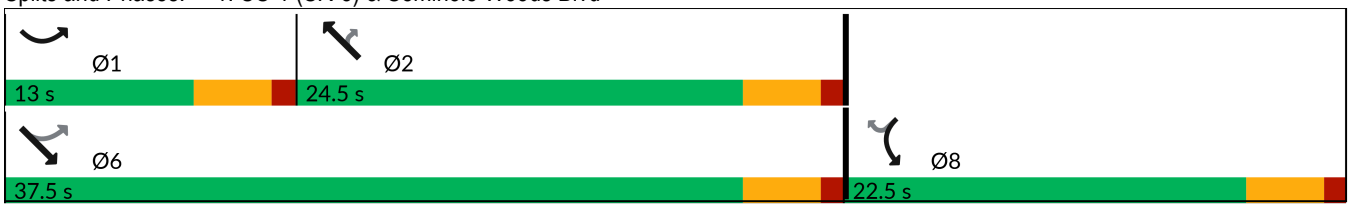
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 37.6%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	226	666	804	312	173	156
Future Volume (vph)	226	666	804	312	173	156
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.182				0.950	
Satd. Flow (perm)	339	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				339		170
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	246	724	874	339	188	170
Shared Lane Traffic (%)						
Lane Group Flow (vph)	246	724	874	339	188	170
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		24	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	13.0	37.5	24.5	24.5	22.5	22.5
Total Split (%)	21.7%	62.5%	40.8%	40.8%	37.5%	37.5%
Maximum Green (s)	8.5	33.0	20.0	20.0	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	33.1	33.1	20.6	20.6	10.8	10.8
Actuated g/C Ratio	0.63	0.63	0.39	0.39	0.20	0.20
v/c Ratio	0.58	0.33	0.63	0.41	0.52	0.37
Control Delay (s/veh)	11.7	5.6	16.4	3.7	24.1	6.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	11.7	5.6	16.4	3.7	24.1	6.1
LOS	B	A	B	A	C	A
Approach Delay (s/veh)		7.2	12.9		15.5	
Approach LOS		A	B		B	

Intersection Summary			
Area Type:	Other		
Cycle Length: 60			
Actuated Cycle Length: 52.9			
Natural Cycle: 60			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.63			
Intersection Signal Delay (s/veh): 11.1		Intersection LOS: B	
Intersection Capacity Utilization 55.6%		ICU Level of Service B	
Analysis Period (min) 15			

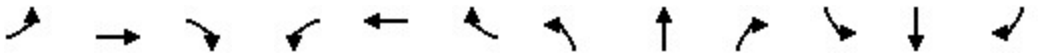
Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd



Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	226	666	804	312	173	156
Future Volume (veh/h)	226	666	804	312	173	156
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	246	724	874	339	188	170
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	516	2352	1664	742	281	250
Arrive On Green	0.10	0.66	0.47	0.47	0.16	0.16
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	246	724	874	339	188	170
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	3.1	4.3	8.6	7.2	5.0	5.0
Cycle Q Clear(g_c), s	3.1	4.3	8.6	7.2	5.0	5.0
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	516	2352	1664	742	281	250
V/C Ratio(X)	0.48	0.31	0.53	0.46	0.67	0.68
Avail Cap(c_a), veh/h	635	2352	1664	742	643	572
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	6.2	3.6	9.3	9.0	19.8	19.8
Incr Delay (d2), s/veh	0.7	0.3	1.2	2.0	2.8	3.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	0.9	2.9	2.4	2.1	1.9
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	6.9	3.9	10.5	11.0	22.5	23.1
LnGrp LOS	A	A	B	B	C	C
Approach Vol, veh/h		970	1213		358	
Approach Delay, s/veh		4.7	10.7		22.8	
Approach LOS		A	B		C	

Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	9.7	27.8				37.5	12.4
Change Period (Y+Rc), s	4.5	4.5				4.5	4.5
Max Green Setting (Gmax), s	8.5	20.0				33.0	18.0
Max Q Clear Time (g_c+I1), s	5.1	10.6				6.3	7.0
Green Ext Time (p_c), s	0.2	4.9				5.5	0.9

Intersection Summary	
HCM 7th Control Delay, s/veh	10.1
HCM 7th LOS	B



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	554	23	16	318	0	10	1	19	0	1	0
Future Volume (vph)	0	554	23	16	318	0	10	1	19	0	1	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	360		0	0		165	0		0	0		0
Storage Lanes	1		0	0		1	0		0	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.994						0.914				
Flt Protected					0.998			0.984				
Satd. Flow (prot)	1863	1852	0	0	1859	1863	0	1675	0	0	1863	1863
Flt Permitted					0.998			0.984				
Satd. Flow (perm)	1863	1852	0	0	1859	1863	0	1675	0	0	1863	1863
Link Speed (mph)		55			55			30			30	
Link Distance (ft)		2822			2497			302			828	
Travel Time (s)		35.0			31.0			6.9			18.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	602	25	17	346	0	11	1	21	0	1	0
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	627	0	0	363	0	0	33	0	0	1	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		60	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 45.7%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	590	12	3	358	3	2
Future Volume (vph)	590	12	3	358	3	2
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.997				0.946	
Flt Protected					0.971	
Satd. Flow (prot)	1857	0	0	1863	1711	0
Flt Permitted					0.971	
Satd. Flow (perm)	1857	0	0	1863	1711	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	2497			1960	501	
Travel Time (s)	31.0			24.3	11.4	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	641	13	3	389	3	2
Shared Lane Traffic (%)						
Lane Group Flow (vph)	654	0	0	392	5	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 41.8%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	272	247	160	209	125	93
Future Volume (vph)	272	247	160	209	125	93
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.936				0.942	
Flt Protected				0.979	0.972	
Satd. Flow (prot)	1744	0	0	1824	1706	0
Flt Permitted				0.979	0.972	
Satd. Flow (perm)	1744	0	0	1824	1706	0
Link Speed (mph)	55			55	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	24.3			3.7	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	296	268	174	227	136	101
Shared Lane Traffic (%)						
Lane Group Flow (vph)	564	0	0	401	237	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 71.9%		ICU Level of Service C	
Analysis Period (min) 15			

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	15	153	319	70	245	375
Future Volume (vph)	15	153	319	70	245	375
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		55			55
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		36.6			12.6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	16	166	347	76	266	408
Shared Lane Traffic (%)						
Lane Group Flow (vph)	16	166	347	76	266	408
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	43.7%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	109	45	52	571	727	157
Future Volume (vph)	109	45	52	571	727	157
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	118	49	57	621	790	171
Shared Lane Traffic (%)						
Lane Group Flow (vph)	118	49	57	621	790	171
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 39.5%		ICU Level of Service A	
Analysis Period (min) 15			

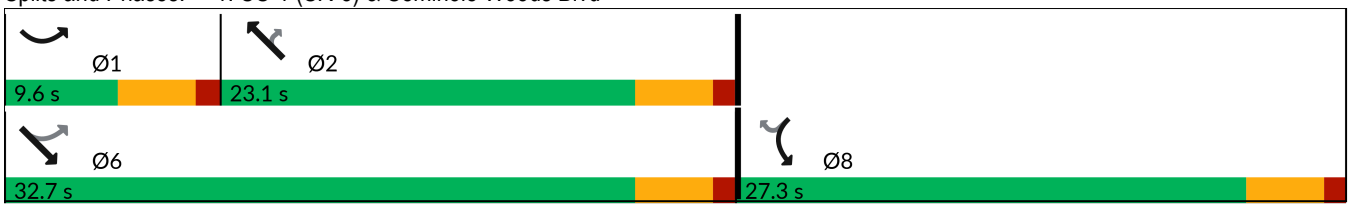
Appendix I
Synchro Printouts - Total Traffic Conditions

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	155	898	455	143	492	245
Future Volume (vph)	155	898	455	143	492	245
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.352				0.950	
Satd. Flow (perm)	656	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				155		266
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	168	976	495	155	535	266
Shared Lane Traffic (%)						
Lane Group Flow (vph)	168	976	495	155	535	266
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	9.6	32.7	23.1	23.1	27.3	27.3
Total Split (%)	16.0%	54.5%	38.5%	38.5%	45.5%	45.5%
Maximum Green (s)	5.1	28.2	18.6	18.6	22.8	22.8
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	28.3	28.3	20.8	20.8	20.5	20.5
Actuated g/C Ratio	0.49	0.49	0.36	0.36	0.35	0.35
v/c Ratio	0.40	0.56	0.39	0.23	0.85	0.36
Control Delay (s/veh)	12.2	12.5	16.5	4.3	32.7	3.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	12.2	12.5	16.5	4.3	32.7	3.6
LOS	B	B	B	A	C	A
Approach Delay (s/veh)		12.4	13.6		23.1	
Approach LOS		B	B		C	

Intersection Summary			
Area Type:	Other		
Cycle Length: 60			
Actuated Cycle Length: 57.8			
Natural Cycle: 60			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.85			
Intersection Signal Delay (s/veh): 16.0		Intersection LOS: B	
Intersection Capacity Utilization 59.7%		ICU Level of Service B	
Analysis Period (min) 15			

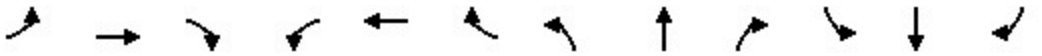
Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd



Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	155	898	455	143	492	245
Future Volume (veh/h)	155	898	455	143	492	245
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	168	976	495	155	535	266
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	483	1772	1185	528	610	543
Arrive On Green	0.09	0.50	0.33	0.33	0.34	0.34
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	168	976	495	155	535	266
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	3.2	10.7	6.1	4.1	16.0	7.5
Cycle Q Clear(g_c), s	3.2	10.7	6.1	4.1	16.0	7.5
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	483	1772	1185	528	610	543
V/C Ratio(X)	0.35	0.55	0.42	0.29	0.88	0.49
Avail Cap(c_a), veh/h	491	1772	1185	528	718	639
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	10.0	9.8	14.6	13.9	17.5	14.7
Incr Delay (d2), s/veh	0.4	1.2	1.1	1.4	10.6	0.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	3.7	2.4	1.5	7.5	2.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	10.4	11.0	15.7	15.3	28.1	15.4
LnGrp LOS	B	B	B	B	C	B
Approach Vol, veh/h		1144	650		801	
Approach Delay, s/veh		11.0	15.6		23.9	
Approach LOS		B	B		C	

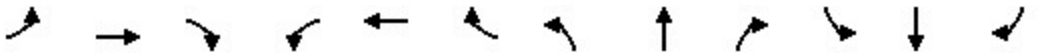
Timer - Assigned Phs	1	2			6	8
Phs Duration (G+Y+Rc), s	9.3	23.4			32.7	23.9
Change Period (Y+Rc), s	4.5	4.5			4.5	4.5
Max Green Setting (Gmax), s	5.1	18.6			28.2	22.8
Max Q Clear Time (g_c+I1), s	5.2	8.1			12.7	18.0
Green Ext Time (p_c), s	0.0	2.8			6.3	1.4

Intersection Summary	
HCM 7th Control Delay, s/veh	16.1
HCM 7th LOS	B



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	46	276	8	4	582	20	26	0	15	56	0	130
Future Volume (vph)	46	276	8	4	582	20	26	0	15	56	0	130
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.996				0.850		0.951				0.850
Flt Protected	0.950							0.969			0.950	
Satd. Flow (prot)	1770	1855	0	0	1863	1583	0	1717	0	0	1770	1583
Flt Permitted	0.950							0.969			0.950	
Satd. Flow (perm)	1770	1855	0	0	1863	1583	0	1717	0	0	1770	1583
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		2822			2497			302			554	
Travel Time (s)		64.1			56.8			6.9			12.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	50	300	9	4	633	22	28	0	16	61	0	141
Shared Lane Traffic (%)												
Lane Group Flow (vph)	50	309	0	0	637	22	0	44	0	0	61	141
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60		9	15		60	15		60	60		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 53.9%		ICU Level of Service A	
Analysis Period (min) 15			



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	24	345	6	4	486	10	16	0	9	29	0	66
Future Volume (vph)	24	345	6	4	486	10	16	0	9	29	0	66
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.997			0.997			0.950			0.907	
Flt Protected	0.950							0.969			0.985	
Satd. Flow (prot)	1770	1857	0	0	1857	0	0	1715	0	0	1664	0
Flt Permitted	0.950							0.969			0.985	
Satd. Flow (perm)	1770	1857	0	0	1857	0	0	1715	0	0	1664	0
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		2497			1960			501			428	
Travel Time (s)		56.8			44.5			11.4			9.7	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	26	375	7	4	528	11	17	0	10	32	0	72
Shared Lane Traffic (%)												
Lane Group Flow (vph)	26	382	0	0	543	0	0	27	0	0	104	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60		60	60		60	60		60	60		60
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 41.8%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	309	80	55	204	235	148
Future Volume (vph)	309	80	55	204	235	148
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.972				0.948	
Flt Protected				0.989	0.970	
Satd. Flow (prot)	1811	0	0	1842	1713	0
Flt Permitted				0.989	0.970	
Satd. Flow (perm)	1811	0	0	1842	1713	0
Link Speed (mph)	30			30	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	44.5			6.9	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	336	87	60	222	255	161
Shared Lane Traffic (%)						
Lane Group Flow (vph)	423	0	0	282	416	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 67.0%		ICU Level of Service C	
Analysis Period (min) 15			

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	71	235	473	16	89	223
Future Volume (vph)	71	235	473	16	89	223
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		30			30
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		67.1			23.0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	77	255	514	17	97	242
Shared Lane Traffic (%)						
Lane Group Flow (vph)	77	255	514	17	97	242
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	46.1%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	151	30	30	892	377	87
Future Volume (vph)	151	30	30	892	377	87
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	164	33	33	970	410	95
Shared Lane Traffic (%)						
Lane Group Flow (vph)	164	33	33	970	410	95
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

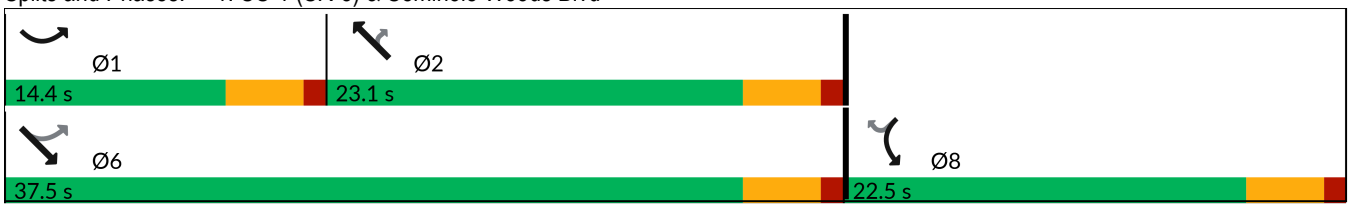
Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 39.7%		ICU Level of Service A	
Analysis Period (min) 15			

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (vph)	270	666	804	473	271	183
Future Volume (vph)	270	666	804	473	271	183
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	330			330	0	440
Storage Lanes	1			1	1	1
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	0.95	0.95	1.00	1.00	1.00
Frt				0.850		0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	3539	3539	1583	1770	1583
Flt Permitted	0.167				0.950	
Satd. Flow (perm)	311	3539	3539	1583	1770	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)				514		199
Link Speed (mph)		30	30		30	
Link Distance (ft)		1284	3295		2822	
Travel Time (s)		29.2	74.9		64.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	293	724	874	514	295	199
Shared Lane Traffic (%)						
Lane Group Flow (vph)	293	724	874	514	295	199
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		12	12		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60			60	60	60
Number of Detectors	1	2	2	1	1	1
Detector Template	Left	Thru	Thru	Right	Left	Right
Leading Detector (ft)	20	100	100	20	20	20
Trailing Detector (ft)	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0
Detector 1 Size(ft)	20	6	6	20	20	20
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel						
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94	94			
Detector 2 Size(ft)		6	6			
Detector 2 Type		Cl+Ex	Cl+Ex			
Detector 2 Channel						
Detector 2 Extend (s)		0.0	0.0			
Turn Type	pm+pt	NA	NA	Perm	Prot	Perm
Protected Phases	1	6	2		8	
Permitted Phases	6			2		8

Lane Group	SEL	SET	NWT	NWR	SWL	SWR
Detector Phase	1	6	2	2	8	8
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	14.4	37.5	23.1	23.1	22.5	22.5
Total Split (%)	24.0%	62.5%	38.5%	38.5%	37.5%	37.5%
Maximum Green (s)	9.9	33.0	18.6	18.6	18.0	18.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag	Lead		Lag	Lag		
Lead-Lag Optimize?	Yes		Yes	Yes		
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	Max	Max	Max	None	None
Walk Time (s)		7.0	7.0	7.0	7.0	7.0
Flash Don't Walk (s)		11.0	11.0	11.0	11.0	11.0
Pedestrian Calls (#/hr)		0	0	0	0	0
Act Effct Green (s)	33.1	33.1	19.5	19.5	13.9	13.9
Actuated g/C Ratio	0.59	0.59	0.35	0.35	0.25	0.25
v/c Ratio	0.70	0.35	0.71	0.58	0.67	0.37
Control Delay (s/veh)	19.4	7.0	21.2	4.9	27.2	5.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	19.4	7.0	21.2	4.9	27.2	5.2
LOS	B	A	C	A	C	A
Approach Delay (s/veh)		10.6	15.2		18.3	
Approach LOS		B	B		B	

Intersection Summary			
Area Type:	Other		
Cycle Length: 60			
Actuated Cycle Length: 56			
Natural Cycle: 60			
Control Type: Actuated-Uncoordinated			
Maximum v/c Ratio: 0.71			
Intersection Signal Delay (s/veh): 14.1		Intersection LOS: B	
Intersection Capacity Utilization 63.4%		ICU Level of Service B	
Analysis Period (min) 15			

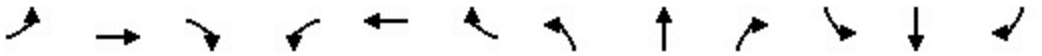
Splits and Phases: 1: US-1 (SR-5) & Seminole Woods Blvd



Movement	SEL	SET	NWT	NWR	SWL	SWR
Lane Configurations						
Traffic Volume (veh/h)	270	666	804	473	271	183
Future Volume (veh/h)	270	666	804	473	271	183
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00			1.00	1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No	No		No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	293	724	874	514	295	199
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	495	2197	1450	647	380	338
Arrive On Green	0.13	0.62	0.41	0.41	0.21	0.21
Sat Flow, veh/h	1781	3647	3647	1585	1781	1585
Grp Volume(v), veh/h	293	724	874	514	295	199
Grp Sat Flow(s),veh/h/ln	1781	1777	1777	1585	1781	1585
Q Serve(g_s), s	4.5	5.2	10.3	15.2	8.3	6.0
Cycle Q Clear(g_c), s	4.5	5.2	10.3	15.2	8.3	6.0
Prop In Lane	1.00			1.00	1.00	1.00
Lane Grp Cap(c), veh/h	495	2197	1450	647	380	338
V/C Ratio(X)	0.59	0.33	0.60	0.79	0.78	0.59
Avail Cap(c_a), veh/h	602	2197	1450	647	601	534
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.5	4.9	12.4	13.8	19.8	18.9
Incr Delay (d2), s/veh	1.1	0.4	1.9	9.7	3.4	1.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	1.4	3.8	6.2	3.5	2.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	9.6	5.3	14.3	23.6	23.2	20.5
LnGrp LOS	A	A	B	C	C	C
Approach Vol, veh/h		1017	1388		494	
Approach Delay, s/veh		6.5	17.7		22.1	
Approach LOS		A	B		C	

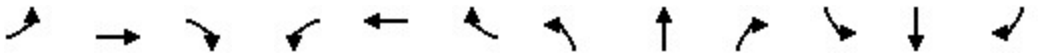
Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	11.2	26.3				37.5	15.9
Change Period (Y+Rc), s	4.5	4.5				4.5	4.5
Max Green Setting (Gmax), s	9.9	18.6				33.0	18.0
Max Q Clear Time (g_c+I1), s	6.5	17.2				7.2	10.3
Green Ext Time (p_c), s	0.3	1.1				5.4	1.1

Intersection Summary	
HCM 7th Control Delay, s/veh	14.6
HCM 7th LOS	B



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	137	624	23	16	361	59	11	1	19	36	1	84
Future Volume (vph)	137	624	23	16	361	59	11	1	19	36	1	84
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.995				0.850		0.917				0.850
Flt Protected	0.950				0.998			0.983			0.954	
Satd. Flow (prot)	1770	1853	0	0	1859	1583	0	1679	0	0	1777	1583
Flt Permitted	0.950				0.998			0.983			0.954	
Satd. Flow (perm)	1770	1853	0	0	1859	1583	0	1679	0	0	1777	1583
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		2822			2497			302			554	
Travel Time (s)		64.1			56.8			6.9			12.6	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	149	678	25	17	392	64	12	1	21	39	1	91
Shared Lane Traffic (%)												
Lane Group Flow (vph)	149	703	0	0	409	64	0	34	0	0	40	91
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60		9	15		60	15		60	60		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 72.6%		ICU Level of Service C	
Analysis Period (min) 15			



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	70	626	12	3	417	30	3	0	2	18	0	43
Future Volume (vph)	70	626	12	3	417	30	3	0	2	18	0	43
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.997			0.991			0.946			0.905	
Flt Protected	0.950							0.971			0.985	
Satd. Flow (prot)	1770	1857	0	0	1846	0	0	1711	0	0	1660	0
Flt Permitted	0.950							0.971			0.985	
Satd. Flow (perm)	1770	1857	0	0	1846	0	0	1711	0	0	1660	0
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		2497			1960			501			428	
Travel Time (s)		56.8			44.5			11.4			9.7	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	76	680	13	3	453	33	3	0	2	20	0	47
Shared Lane Traffic (%)												
Lane Group Flow (vph)	76	693	0	0	489	0	0	5	0	0	67	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60		60	60		60	60		60	60		60
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 63.3%		ICU Level of Service B	
Analysis Period (min) 15			

Lane Group	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (vph)	322	252	160	290	133	93
Future Volume (vph)	322	252	160	290	133	93
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.941				0.945	
Flt Protected				0.983	0.971	
Satd. Flow (prot)	1753	0	0	1831	1709	0
Flt Permitted				0.983	0.971	
Satd. Flow (perm)	1753	0	0	1831	1709	0
Link Speed (mph)	30			30	30	
Link Distance (ft)	1960			302	1059	
Travel Time (s)	44.5			6.9	24.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	350	274	174	315	145	101
Shared Lane Traffic (%)						
Lane Group Flow (vph)	624	0	0	489	246	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	0			0	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)		60	60		60	60
Sign Control	Free			Free	Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 79.5%		ICU Level of Service D	
Analysis Period (min) 15			

Lane Group	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	18	153	367	72	245	453
Future Volume (vph)	18	153	367	72	245	453
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	270	0		400	380	
Storage Lanes	1	1		1	1	
Taper Length (ft)	25				25	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.850		0.850		
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1583	1863	1583	1770	1863
Flt Permitted	0.950				0.950	
Satd. Flow (perm)	1770	1583	1863	1583	1770	1863
Link Speed (mph)	30		30			30
Link Distance (ft)	1503		2954			1014
Travel Time (s)	34.2		67.1			23.0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	20	166	399	78	266	492
Shared Lane Traffic (%)						
Lane Group Flow (vph)	20	166	399	78	266	492
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Right	Left	Left
Median Width(ft)	12		12			12
Link Offset(ft)	0		0			0
Crosswalk Width(ft)	16		16			16
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	60	60		60	60	
Sign Control	Stop		Free			Free

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	46.2%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	109	45	52	619	775	157
Future Volume (vph)	109	45	52	619	775	157
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0	325	445			400
Storage Lanes	1	1	1			1
Taper Length (ft)	25		25			
Lane Util. Factor	1.00	1.00	1.00	0.95	0.95	1.00
Frt		0.850				0.850
Flt Protected	0.950		0.950			
Satd. Flow (prot)	1770	1583	1770	3539	3539	1583
Flt Permitted	0.950		0.950			
Satd. Flow (perm)	1770	1583	1770	3539	3539	1583
Link Speed (mph)	30			55	55	
Link Distance (ft)	3339			1714	1134	
Travel Time (s)	75.9			21.2	14.1	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	118	49	57	673	842	171
Shared Lane Traffic (%)						
Lane Group Flow (vph)	118	49	57	673	842	171
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Right	Left	Left	Left	Right
Median Width(ft)	12			12	12	
Link Offset(ft)	0			0	0	
Crosswalk Width(ft)	16			16	16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15	9	15			9
Sign Control	Stop			Free	Free	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	40.8%	ICU Level of Service	A
Analysis Period (min)	15		

Appendix J
Volume Calculation Spreadsheet

AM Peak
Seminole Trace
Volume Calculations

Dates	SF
2/11/2024 - 2/17/2024	0.98
2/25/2024 - 3/2/2024	0.95

AM Trip Gen	
Entering	112
Exiting	314

CITATION BLVD & SEMINOLE WOODS BLVD

1	CITATION BLVD				N/A				SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:30 AM - 08:30 AM	0	90	0	22	0	0	0	0	1	20	627	0	0	0	246	54	1,060
w/ SF	0	88	0	22	0	0	0	0	1	20	614	0	0	0	241	53	1,039
w/ GF	0	94	0	24	0	0	0	0	1	27	818	0	0	0	303	67	1,334
Grand Landings		57		6						2						20	85
Background	0	151	0	30	0	0	0	0	1	29	818	0	0	0	303	87	1,419
% Ent		0.00%		0.00%													0
% Exit										0.00%	23.56%				23.56%	0.00%	0
Proj Ent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Proj Exit	0	0	0	0	0	0	0	0	0	0	74	0	0	0	74	0	148
Project Traffic	0	0	0	0	0	0	0	0	0	0	74	0	0	0	74	0	148
Total	0	151	0	30	0	0	0	0	1	29	892	0	0	0	377	87	1,567

GF EB	1.072
GF WB	1.000
GF NB	1.333
GF SB	1.257

SEMINOLE WOODS BLVD & US-1 (SR-5)

2	N/A				SEMINOLE WOODS BLVD				US-1 (SR-5)				US-1 (SR-5)				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:15 AM - 08:15 AM	0	0	0	0	0	265	0	158	0	0	411	81	1	113	733	0	1,762
w/ SF	0	0	0	0	0	260	0	155	0	0	403	79	1	111	718	0	1,727
w/ GF	0	0	0	0	0	341	0	203	0	0	455	89	1	139	898	0	2,126
% Ent												48.21%		13.36%			1
% Exit						48.21%		13.36%									1
Proj Ent	0	0	0	0	0	0	0	0	0	0	0	54	0	15	0	0	69
Proj Exit	0	0	0	0	0	151	0	42	0	0	0	0	0	0	0	0	193
Project Traffic	0	0	0	0	0	151	0	42	0	0	0	54	0	15	0	0	262
Total	0	0	0	0	0	492	0	245	0	0	455	143	1	154	898	0	2,388

GF EB	1.000
GF WB	1.312
GF NB	1.128
GF SB	1.250

SEMINOLE WOODS BLVD & PROJECT DRIVEWAY/SLOGANEER TRAIL

3	SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				Sloganeer Trail				West Project Driveway				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:00 AM - 08:00 AM	0	0	196	8	0	4	401	0	0	24	0	14	0	0	0	1	648
w/ SF	0	0	192	8	0	4	393	0	0	24	0	14	0	0	0	1	636
w/ GF	0	0	252	9	0	4	516	0	0	26	0	15	0	0	0	1	823
% Ent		41.12%	21.00%					17.85%			0.00%						1
% Exit							21.02%							17.84%	0.00%	41.18%	1
Proj Ent	0	46	24	0	0	0	0	20	0	0	0	0	0	0	0	0	90
Proj Exit	0	0	0	0	0	0	66	0	0	0	0	0	0	56	0	129	251
Project Traffic	0	46	24	0	0	0	66	20	0	0	0	0	0	56	0	129	341
Total	0	46	276	9	0	4	582	20	0	26	0	15	0	56	0	130	1,164

GF EB	1.312
GF WB	1.312
GF NB	1.072
GF SB	1.072

SEMINOLE WOODS BLVD & PROJECT DRIVEWAY/SLIPPER TRAIL

4	Seminole Woods Blvd				Seminole Woods Blvd				Slipper Trail				East Project Driveway				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:00 AM - 08:00 AM	0	0	224	6	0	4	362	0	0	15	0	8	0	0	0	0	619
w/ SF	0	0	220	6	0	4	355	0	0	15	0	8	0	0	0	0	608
w/ GF	0	0	289	6	0	4	466	0	0	16	0	9	0	0	0	0	790
% Ent		21.00%					17.85%	9.09%									0
% Exit			17.84%											9.10%		21.02%	0
Proj Ent	0	24	0	0	0	0	20	10	0	0	0	0	0	0	0	0	54
Proj Exit	0	0	56	0	0	0	0	0	0	0	0	0	0	29	0	66	151
Project Traffic	0	24	56	0	0	0	20	10	0	0	0	0	0	29	0	66	205
Total	0	24	345	6	0	4	486	10	0	16	0	9	0	29	0	66	995

GF EB	1.312
GF WB	1.312
GF NB	1.072
GF SB	1.072

SEMINOLE WOODS BLVD & SESAME BLVD

5	SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				SESAME BLVD (SOUTH)				N/A				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:15 AM - 08:15 AM	0	0	181	69	0	52	136	0	0	220	0	141	0	0	0	0	799
w/ SF	0	0	177	68	0	51	133	0	0	216	0	138	0	0	0	0	783
w/ GF	0	0	232	73	0	55	177	0	0	232	0	148	0	0	0	0	917
% Ent							24.47%			2.38%							0
% Exit			24.47%	2.38%													0
Proj Ent	0	0	0	0	0	0	27	0	0	3	0	0	0	0	0	0	30
Proj Exit	0	0	77	7	0	0	0	0	0	0	0	0	0	0	0	0	84
Project Traffic	0	0	77	7	0	0	27	0	0	3	0	0	0	0	0	0	114
Total	0	0	309	80	0	55	204	0	0	235	0	148	0	0	0	0	1,031

GF EB	1.312
GF WB	1.333
GF NB	1.072
GF SB	1.000

SEMINOLE WOODS BLVD & CITATION PKWY (SESAME BLVD)

6	N/A				SESAME BLVD (CITATION BLVD)				SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				
2/26/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
07:30 AM - 08:30 AM	0	0	0	0	0	68	0	231	0	0	315	13	0	87	156	0	870
w/ SF	0	0	0	0	0	65	0	219	0	0	299	12	0	83	148	0	826
w/ GF	0	0	0	0	0	70	0	235	0	0	399	13	0	89	197	0	1,003
% Ent						0.86%									23.56%		0
% Exit											23.56%	0.86%					0
Proj Ent	0	0	0	0	0	1	0	0	0	0	0	0	0	0	26	0	27
Proj Exit	0	0	0	0	0	0	0	0	0	0	74	3	0	0	0	0	77
Project Traffic	0	0	0	0	0	1	0	0	0	0	74	3	0	0	26	0	104
Total	0	0	0	0	0	71	0	235	0	0	473	16	0	89	223	0	1,107

GF EB	1.000
GF WB	1.072
GF NB	1.333
GF SB	1.333

PM Peak
Seminole Trace
Volume Calculations

Dates	SF
2/11/2024 - 2/17/2024	0.98
2/25/2024 - 3/2/2024	0.95

PM Trip Gen	
Entering	333
Exiting	203

CITATION BLVD & SEMINOLE WOODS BLVD

1	CITATION BLVD				N/A				SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:15 PM - 05:15 PM	0	65	0	39	0	0	0	0	0	35	437	0	0	0	590	74	1,240
w/ SF	0	64	0	38	0	0	0	0	0	34	428	0	0	0	578	73	1,215
w/ GF	0	69	0	41	0	0	0	0	0	45	571	0	0	0	727	92	1,545
Grand Landings		40		4						7						65	116
Background	0	109	0	45	0	0	0	0	0	52	571	0	0	0	727	157	1,661
% Ent		0.00%		0.00%													0
% Exit										0.00%	23.56%				23.56%	0.00%	0
Proj Ent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Proj Exit	0	0	0	0	0	0	0	0	0	0	48	0	0	0	48	0	96
Project Traffic	0	0	0	0	0	0	0	0	0	0	48	0	0	0	48	0	96
Total	0	109	0	45	0	0	0	0	0	52	619	0	0	0	775	157	1,757

GF EB	1.072
GF WB	1.000
GF NB	1.333
GF SB	1.257

SEMINOLE WOODS BLVD & US-1 (SR-5)

2	N/A				SEMINOLE WOODS BLVD				US-1 (SR-5)				US-1 (SR-5)				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:30 PM - 05:30 PM	0	0	0	0	0	135	0	121	0	0	728	283	0	185	544	0	1,996
w/ SF	0	0	0	0	0	132	0	119	0	0	713	277	0	181	533	0	1,955
w/ GF	0	0	0	0	0	173	0	156	0	0	804	312	0	226	666	0	2,337
% Ent												48.21%		13.36%			1
% Exit						48.21%		13.36%									1
Proj Ent	0	0	0	0	0	0	0	0	0	0	0	161	0	44	0	0	205
Proj Exit	0	0	0	0	0	98	0	27	0	0	0	0	0	0	0	0	125
Project Traffic	0	0	0	0	0	98	0	27	0	0	0	161	0	44	0	0	330
Total	0	0	0	0	0	271	0	183	0	0	804	473	0	270	666	0	2,667

GF EB	1.000
GF WB	1.312
GF NB	1.128
GF SB	1.250

SEMINOLE WOODS BLVD & PROJECT DRIVEWAY/SLOGANEER TRAIL

3	SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				Sloganeer Trail				West Project Driveway				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:30 PM - 05:30 PM	0	0	431	21	0	15	247	0	0	10	1	18	0	0	1	0	744
w/ SF	0	0	422	21	0	15	242	0	0	10	1	18	0	0	1	0	730
w/ GF	0	0	554	23	0	16	318	0	0	11	1	19	0	0	1	0	943
% Ent		41.12%	21.00%					17.85%			0.00%						1
% Exit							21.02%							17.84%	0.00%	41.18%	1
Proj Ent	0	137	70	0	0	0	0	59	0	0	0	0	0	0	0	0	266
Proj Exit	0	0	0	0	0	0	43	0	0	0	0	0	0	36	0	84	163
Project Traffic	0	137	70	0	0	0	43	59	0	0	0	0	0	36	0	84	429
Total	0	137	624	23	0	16	361	59	0	11	1	19	0	36	1	84	1,372

GF EB	1.312
GF WB	1.312
GF NB	1.072
GF SB	1.072

SEMINOLE WOODS BLVD & PROJECT DRIVEWAY/SLIPPER TRAIL

4	Seminole Woods Blvd				Seminole Woods Blvd				Slipper Trail				East Project Driveway				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:30 PM - 05:30 PM	0	0	459	11	0	3	279	0	0	3	0	2	0	0	0	0	757
w/ SF	0	0	450	11	0	3	273	0	0	3	0	2	0	0	0	0	742
w/ GF	0	0	590	12	0	3	358	0	0	3	0	2	0	0	0	0	968
% Ent		21.00%					17.85%	9.09%									0
% Exit			17.84%											9.10%		21.02%	0
Proj Ent	0	70	0	0	0	0	59	30	0	0	0	0	0	0	0	0	159
Proj Exit	0	0	36	0	0	0	0	0	0	0	0	0	0	18	0	43	97
Project Traffic	0	70	36	0	0	0	59	30	0	0	0	0	0	18	0	43	256
Total	0	70	626	12	0	3	417	30	0	3	0	2	0	18	0	43	1,224

GF EB	1.312
GF WB	1.312
GF NB	1.072
GF SB	1.072

SEMINOLE WOODS BLVD & SESAME BLVD

5	SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				SESAME BLVD (SOUTH)				N/A				
2/11/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:30 PM - 05:30 PM	0	0	211	235	0	152	160	0	0	119	0	89	0	0	0	0	966
w/ SF	0	0	207	230	0	149	157	0	0	117	0	87	0	0	0	0	947
w/ GF	0	0	272	247	0	160	209	0	0	125	0	93	0	0	0	0	1,106
% Ent							24.47%			2.38%							0
% Exit			24.47%	2.38%													0
Proj Ent	0	0	0	0	0	0	81	0	0	8	0	0	0	0	0	0	89
Proj Exit	0	0	50	5	0	0	0	0	0	0	0	0	0	0	0	0	55
Project Traffic	0	0	50	5	0	0	81	0	0	8	0	0	0	0	0	0	144
Total	0	0	322	252	0	160	290	0	0	133	0	93	0	0	0	0	1,250

GF EB	1.312
GF WB	1.333
GF NB	1.072
GF SB	1.000

SEMINOLE WOODS BLVD & CITATION PKWY (SESAME BLVD)

6	N/A				SESAME BLVD (CITATION BLVD)				SEMINOLE WOODS BLVD				SEMINOLE WOODS BLVD				
2/26/2026	Eastbound				Westbound				Northbound				Southbound				
Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total
04:15 PM - 05:15 PM	0	0	0	0	1	14	0	150	0	0	252	68	1	240	296	0	1,022
w/ SF	0	0	0	0	1	13	0	143	0	0	239	65	1	228	281	0	971
w/ GF	0	0	0	0	1	14	0	153	0	0	319	70	1	244	375	0	1,177
% Ent						0.86%									23.56%		0
% Exit											23.56%	0.86%					0
Proj Ent	0	0	0	0	0	3	0	0	0	0	0	0	0	0	78	0	81
Proj Exit	0	0	0	0	0	0	0	0	0	0	48	2	0	0	0	0	50
Project Traffic	0	0	0	0	0	3	0	0	0	0	48	2	0	0	78	0	131
Total	0	0	0	0	1	17	0	153	0	0	367	72	1	244	453	0	1,308

GF EB	1.000
GF WB	1.072
GF NB	1.333
GF SB	1.333

Appendix K
City of Palm Coast Turn Lane Technical Guidelines
November 10, 2020

Palm Coast Draft Turn Lane Technical Guidelines on November 10, 2020

The purpose of this document is to assist the City and design professionals regarding turn lane design as part of a development for a property accessing a City street. It determines:

a) when a turn lane is required to be built as a condition of access to the City street, and
b) the required dimensions of the turn lane.

These guidelines provide guidance for developers on what to expect for design and construction requirements on a roadway connecting to their driveway (entrance) when developing a property.

Turn lanes for left-turning and right-turning traffic are desirable for the safe execution of speed change maneuvers. Turn lanes also allow for the storage and protection of left-turning or right-turning vehicles while allowing through traffic to pass safely with minimal induced delay.

Deceleration lanes shall be provided at all intersection and/or access points adjacent to the project on all City-maintained and privately-maintained roadways as required by these guidelines. (Turn lanes along Flagler County owned roadways will be determined by Flagler County after receiving input from the City.) However, these guidelines shall not be construed in any manner to allow a left-turn lane and/or a right-turn lane into a project where such turning movement is not approved by the City.

All table values referenced in this document presume design of a single turn lane. The City will use the latest edition of the Florida Department of Transportation's (FDOT's) publication: "Standard Plans and Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" (commonly referred to as the "Florida Greenbook") as a design reference. The City will be the sole judge, when backed by engineering analysis, to define whether a multi-lane turn lane design is adequate in dimension.

Turn Volume Thresholds that Require the Addition of a Dedicated Left Turn Lane from the City Street

A left turn lane shall be provided at each access driveway of the project when a Left-Turning Vehicle (LTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall be based on the Average Annual Daily Traffic (AADT) from the City's bi-annual traffic counts and projected forward including background traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Left Turn Lane Thresholds

Posted Speed Limit	2 Lane Roadways AADT of 5,000 or less	2 Lane Roadways AADT over 5,000	4+ Lane Roadways AADT of 10,000 or less	4+ Lane Roadways AADT over 10,000
Up to 25 mph	40 LTV/Peak Hour	35 LTV/Peak Hour	50 LTV/Peak Hour	40 LTV/Peak Hour
30 - 35 mph	30 LTV/Peak Hour	25 LTV/Peak Hour	35 LTV/Peak Hour	25 LTV/Peak Hour
40 + mph	20 LTV/Peak Hour	15 LTV/Peak Hour	25 LTV/Peak Hour	20 LTV/Peak Hour

Turn Volume Thresholds that Require the Addition of a Dedicated Right Turn Lane from the City Street

A right turn lane shall be provided at each access driveway of the project when a Right-Turning Vehicle (RTV) count during a Peak Hour (Weekday AM, Weekday PM, Weekend Mid-Day) from the City roadway entering that driveway meets or exceeds the criteria below. The roadway column in the table below shall be utilized for the type and volume of traffic on the roadway from where the turn would originate and shall be based on the AADT from the City's bi-annual traffic counts and projected forward including background

traffic from other projects, as determined by the City, until the time when the project and its driveway are reasonably expected to finish construction and be open.

Right Turn Lane Thresholds

Posted Speed Limit	2 Lane Roadways AADT of 5,000 or less	2 Lane Roadways AADT over 5,000	4+ Lane Roadways AADT of 10,000 or less	4+ Lane Roadways AADT over 10,000
Up to 25 mph	175 RTV/Peak Hour	150 RTV/Peak Hour	155 RTV/Peak Hour	120 RTV/Peak Hour
30 - 35 mph	120 RTV/Peak Hour	100 RTV/Peak Hour	100 RTV/Peak Hour	70 RTV/Peak Hour
40 + mph	70 RTV/Peak Hour	60 RTV/Peak Hour	60 RTV/Peak Hour	40 RTV/Peak Hour

Other Criteria

When a project's driveway meets at least 75% of the above thresholds for Peak Hour (Weekday AM, Weekday PM or Weekend Mid-Day) left or right turns and at least one of the following criteria is also present, the City, in its sole judgment, may require the developer to provide the turn lane.

1. Sight distance is limited due to curves or hills or other unalterable object.
2. The intersection or driveway is just after a signalized intersection where acceleration or driver expectancy would make a separate right turn desirable (this would also be the case downstream soon after a dual left-turn lane onto a four-lane roadway).
3. At least 50% higher than normal crash experience (or 33% above normal rear-end collisions) or the City has determined that this roadway section has a Level of Service (LOS) of D or lower.
4. Severe skewed angle of the intersection so that right-turn traffic has to slow more than would be expected for a 90-degree turn.
5. The turn-lane into the project occurs at an existing or proposed signalized intersection where adequate right-of-way exists or is available from the development.

Construction Timing

Turn lanes shall be constructed with the infrastructure and prior to the vertical construction of any buildings unless the City allows some of the vertical building construction prior to completion of the turn lanes. When a project is phased, the turn lanes shall be constructed with the earliest phase that the turn lane meets at least 50% of the criteria for requiring the turn lane.

Turn Lane Design Standards

A turn lane shall consist of the following components: A taper and a full width lane length of a turn lane. The total length of the turn lane shall be the taper length plus the full width lane length.

A taper shall be the longitudinal length of a development of a lane from zero width to full width. Find the length of taper required in the tables below (See Sections *Left turn Lane Table* and *Right Turn Lane Table*).

Turn lane widths shall be a minimum of 11 feet on roadways where the posted speed is 40 mph or less (see exceptions in next sentence).

Turn lane widths, when turn lanes are required, shall be a minimum of 12 feet on roadways where at least one condition below is present:

1. Where the posted speed is 45 mph or greater.
2. With more than two lanes of opposing traffic.
3. With medians at least 16 feet wide separating opposing traffic lanes.

Turn lane length shall be measured along the lane segment constructed at full lane width. The required turn lane length of right turn lanes and left turn lanes exiting the City street shall be determined by choosing the greater of:

1. The minimum full width turn lane length. The minimum full width turn lane length shall be 75 feet.
2. The calculation of full width turn lane length based on conditions in the following tables. Total required full width turn lane length shall be the sum of the deceleration length dimension (See Left Turn Lane Table; See Right Turn Lane Table) plus the storage length dimension (see Storage Length Dimension Table - SLDT).

Shorter turn lanes will not be allowed except under special circumstances as approved by the City.

Storage Length Dimension Table For Unsignalized Intersections*

Largest Peak Hour Volume in Vehicles Per Hour (vph)	Storage Length (feet)*
Up to 25	30
26 to 50	50
51 to 75	75
76 to 100	100
Every additional increment, or partial increment, of 50 vph	75

**Per FDOT Greenbook*

Dimensions in the SLDT presume the traffic in the turn lane consists of less than 5% heavy vehicles (where a heavy vehicle is any vehicle longer than 34 feet including a trailer). If heavy vehicle percentage will be between 5% and 20% of turning vehicles, increase storage length by 20%. If heavy vehicle percentage will be greater than 20% of turning vehicles, increase storage length by 100%.

Left Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for left turn lanes are based on the speed limit of the road and are shown in the following table:

Left Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet)*
Up to 25	50	0	100% of SLDT Value
30	75	0	100% of SLDT Value
35	75	75	100% of SLDT Value
40	90	75	100% of SLDT Value
45	100	100	100% of SLDT Value
50	100	135	100% of SLDT Value

**For 2 Lane Roadways less than 5,000 ADT and for 4-Lane Roadways less than 10,000 ADT, reduce the 100% qualification to 70%.Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length.

Right Turn Lane Length

The requirements for lengths of tapers, deceleration and storage for right turn lanes are based on the speed limit of the road and are shown in the following table:

Right Turn Lane Table For Unsignalized Intersections*

Posted Speed Limit Of Roadway (mph)	Length of Taper (feet)	Length of Deceleration (feet)	Length of Storage (feet) Stop Condition	Length of Storage (feet) Free Flow
Up to 25	50	0	50% of SLDT Value	0
30	75	0	50% of SLDT Value	0
35	100	75	50% of SLDT Value	25% of SLDT Value
40	100	75	60% of SLDT Value	30% of SLDT Value
45	100	100	75% of SLDT Value	35% of SLDT Value
50 +	100	135	80% of SLDT Value	45% of SLDT Value

**Per FDOT Greenbook*

Total required full width turn lane length shall be the sum of the deceleration length dimension plus the storage length dimension. The taper is not considered part of the full width turn lane length. Right turn lane lengths at traffic signal controlled intersections shall be based on queue lengths determined through an engineering traffic study.

Deviations

The City may grant a deviation from these guidelines in part or in whole after determining that any of the following conditions make compliance infeasible:

1. Right-of-way constraints do not permit the installation of the turn lane or to its full dimensions. This does not include cases where the developer is unwilling to provide the developer's own property from the development under consideration for additional right-of-way to construct or compensate for the turn lane.
2. Existing topographic or roadway geometric features would cause construction of the turn lane to be prohibitively expensive if constructed to standards.
3. Unusual roadway features would cause a turn lane to be detrimental to the health, safety and general welfare of the public. This could include a case where a right-turn lane could negatively impact bicyclists or pedestrians.
4. Such turn lane or in its full dimension would require removal of a specimen or historic tree as described in Section 11.02.04.A of the Land Development Code or significantly impact a high quality wetland.

Calculation Examples

Example 1

A 30 mph 2 lane 2-way road. AADT of 4,000. Heavy Truck percentage into property: 15%. Largest Peak Hour projected left turns: 32 vph. Largest Peak Hour Projected Right Turns 62 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 32 vph > 30 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 62 vph < 120 RTV threshold. No. Right turn lane is not required.

Calculate Left turn Length

See Left Turn Lane Table

For 30 mph,

Taper = 75 feet

Deceleration Length = 0 feet

SLDT for 32 vph = 50 feet

Truck factor for 5 to 20% trucks = 1.2

Full width length = 0 + (1.2 * 50) = 60 feet round up to nearest 10 feet → 60 feet

Final answer: Left turn lane length = 50 foot taper plus 60 feet full width lane = 110 feet.

Full width lane = 11 feet for 30 mph road with no special conditions.

Note: The transition from the typical two-lane width to the beginning of taper is covered in the FDOT Greenbook, which is referenced as the design guidelines for the transition.

Example 2

A 45 mph 4 lane road with divided median. AADT of 12,800. Heavy Truck percentage into property: 2 to 4%. Largest Peak Hour projected Left turns: 44 vph. Largest Peak Hour Projected Right Turns 164 vph.

Compare to Turn Volumes Threshold Tables

Is Left Turn lane required? 44 vph > 20 LTV threshold Yes. Left turn lane is required.

Is Right Turn lane required? 164 vph > 40 RTV threshold Yes. Right turn lane is required.

Calculate Left turn Length

See Left Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 44 vph = 50 feet

Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 * 50) = 150 feet round up to nearest 10 feet → 150 feet

Final answer: Left turn lane length = 100 foot taper plus 150 feet full width lane = 250 feet.

Full width lane = 12 feet for 45 mph road

Calculate Right Turn Length

See Right Turn Lane Table

For 45 mph

Taper = 100 feet

Deceleration Length = 100 feet (deceleration occurs in taper)

SLDT for 164 vph = 100 feet plus two units of 50 vph = 100 + (2.0*75) = 250 feet

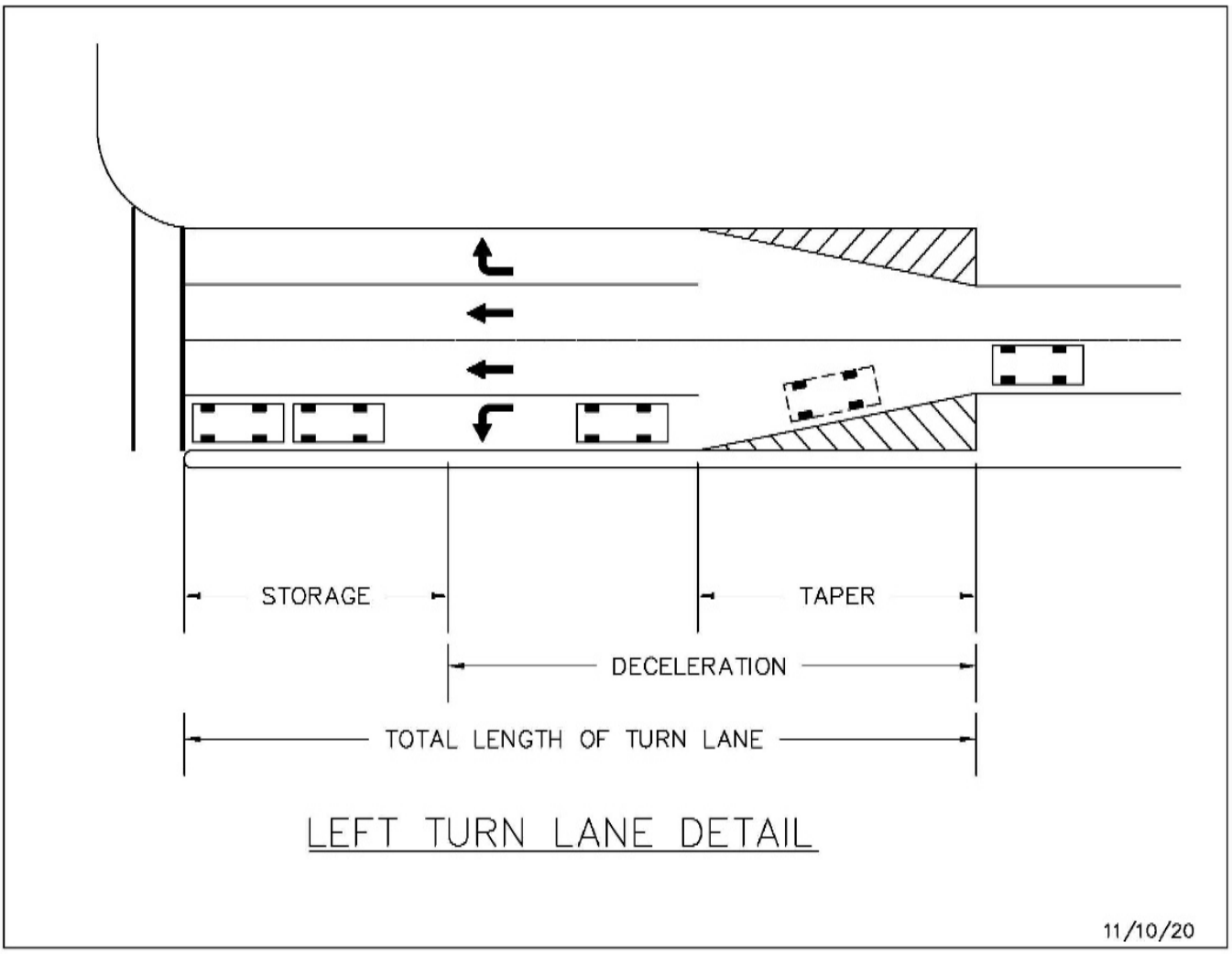
Truck factor for 2-4% trucks = 1.0

Full width length = 100 + (1.0 *((0.75) * 250)) = 100 + 187.5 feet = 287.5 feet round up to nearest 10 feet -> 290 feet

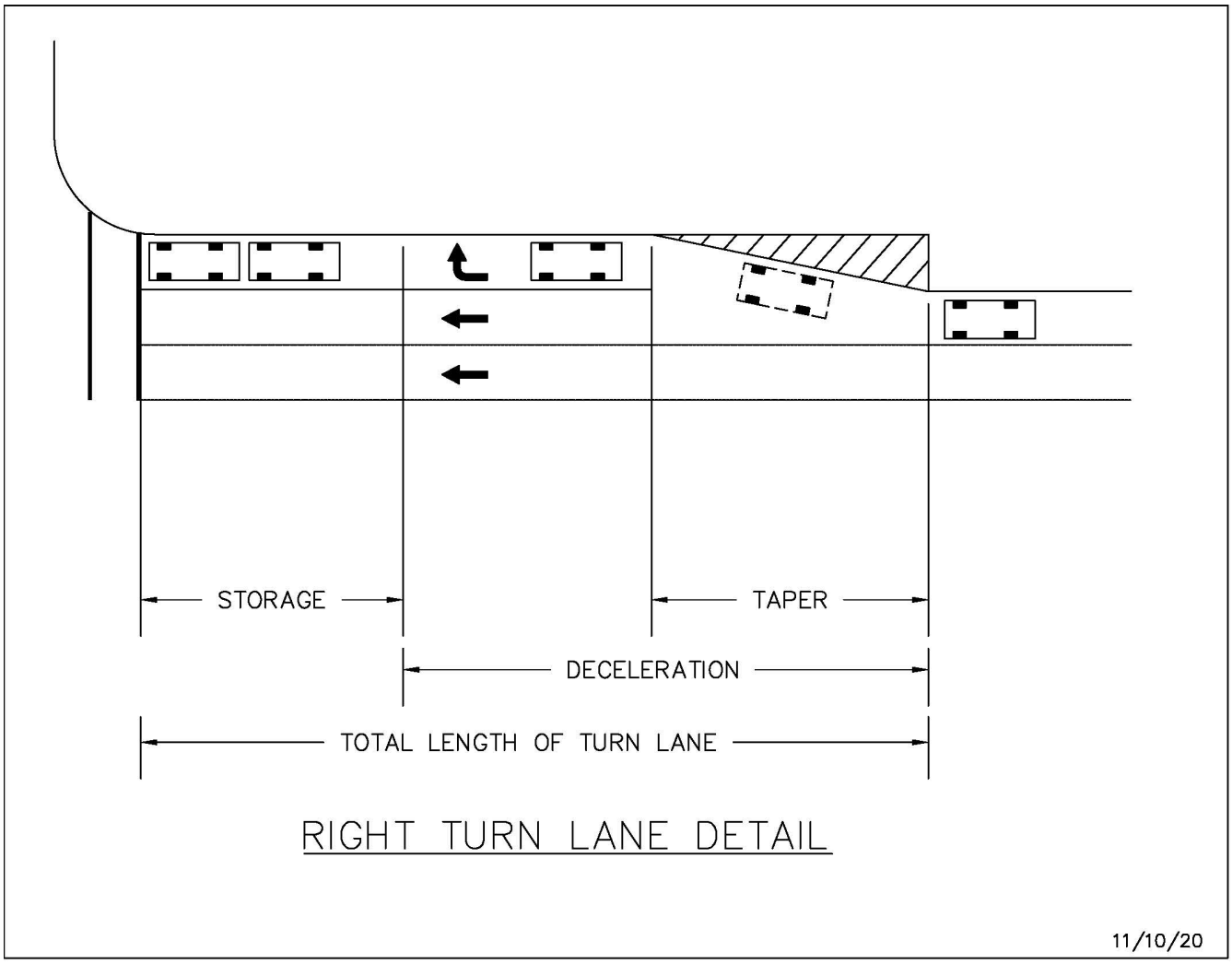
Final answer: Right turn lane length = 100 foot taper plus 290 feet full width lane = 390 feet.

Full width lane = 12 feet for 45 mph road.

Left Turn Lane Detail



Right Turn Lane Detail



NOTIFICATION AFFIDAVIT FOR COMPREHENSIVE PLAN AMENDMENT & ZONING MAP AMENDMENT (REZONING) PUBLIC HEARING

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 30 day of July, 2026 personally appeared Thomas Davidson who after providing personally Known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

2 signs have been posted on the subject property as described with **Application #** 6418 & 6419
(# of signs)

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

AND/OR

✓ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the City Council 1st public hearing.

AND/OR

____ At least ten (10) calendar days before the hearing date advertising the date, time, and location of the City Council 2nd public hearing.

Signature of Responsible Party

Thomas Davidson, 145 City Pl., Ste 301
Palm Coast, FL 32164
Print Name & Mailing Address

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA SEAL
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

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

Please attach a photo of posted sign(s).

City of Palm Coast
NOTICE OF PUBLIC HEARING
Application Number:
Description of Request

NOTICE OF PUBLIC HEARING

City of Palm Coast
NOTICE OF PUBLIC HEARING

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026

Agenda Item:
I.4

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX A ZONING MAP AMENDMENT FOR 331+/- ACRE AREA TO BE REFFERED TO AS SEMINOLE TRACE FROM SINGLE FAMILY RESIDENTIAL-1 (SFR-1) AND PRESERVATION (PRS) TO MASTER PLANNED DEVELOPMENT (MPD) WITH A DEVELOPMENT AGREEMENT

Presenter: **Jose Papa, AICP, Senior Planner, Phong Nguyen, PTP, Planning Manager**

Attachments:

1. Ordinance Seminole Trace MPD
2. Exhibit A to Ordinance legal description
3. Exhibit B to Ordinance Proposed Zoning Map
4. Exhibit C to Ordinance MPD Agreement
5. Staff Report
6. Current Zoning
7. Proposed Zoning
8. Application Package Rezoning and Other Correspondences

Background:

The proposed zoning map amendment is a companion application to a Future Land Use Map (FLUM) amendment which affects the same subject area. The proposed FLUM amendment proposes to increase the maximum number of dwelling units for the subject area from 416 to 743 along with reconfiguring the residential and conservation areas.

The proposed MPD agreement proposes to introduce Single Family Attached dwelling units (Townhomes) as a permitted use along with deviations from the development standards in the Land Development Code.
The proposed amendment is generally consistent with criteria established in the Land Development Code (LDC) based on the following:

· The amendment is not contrary to the public interest in that the proposed amendment does not cause the public facilities to fall below the established level of service, impacts on facilities below the established level of service will require a mitigation agreement with the service provider,
· The amendment is consistent with Comprehensive Plan policies regarding where to locate residential development,

· The proposed uses in the amendment (single family attached and detached, preservation areas) are consistent with neighboring properties,
· The amendment does not preclude the development from any required federal, state, or local permitting requirements,
· There will not be a significant impact on the environmental conditions within the subject area as a result of the amendment.

Staff finds the following provisions in the proposed MPD agreement to be of issue:

· Reduction of the minimum open space in the MPD's gross area from 40% as required by LDC Section 3.03.03(I0(1) to 20%. One of the benefits to be provided by an MPD zoning is the flexibility to provide for more open space through the preservation of suitable areas such as wetlands, upland buffers, etc.

· The minimum lot width for interior townhome lot of 18' Staff finds that a reduction to 18' townhome lots provide for a challenge in meeting the minimum 25% front yard landscaped area. Additionally, parking standards requires a minimum width of 16' for two paved parking spaces in the front yard. Combined with an 18' townhome lot, there is minimal separation between townhome driveways. Require minimum townhome lot width of 20'.

· The minimum front building setback to property line of 10' and 15' for townhome and single-family detached unit, respectively. The minimum dimension for an off-street parking space is 20'. The minimum front building setback to property line needs to be established to meet the required parking dimension required in the Land Development Code.

Neighborhood Meeting
As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. The neighborhood meeting was held on August 11, 2026, at Flagler/Palm Coast High School. The attendees expressed their concern about traffic safety and flooding.

This is a quasi judicial item, please disclose any ex parte communication.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD HELD A PUBLIC HEARING ON AUGUST 19 AND RECOMMENDED THAT CITY COUNCIL APPROVE/DENY/APPROVE WITH CONDITIONS THE PROPOSED ZONING MAP AMENDMENT. (STAFF WILL PROVIDE THE RESULTS AT THE CC PUBLIC HEARING)

ORDINANCE 2026-XX
SEMINOLE TRACE MASTER PLANNED DEVELOPMENT REZONING
APPLICATION #6418

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR 331.1± ACRES OF CERTAIN REAL PROPERTY TO BE KNOWN AS SEMINOLE TRACE AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE FROM SINGLE FAMILY RESIDENTIAL-1, AND PRESERVATION TO MASTER PLANNED DEVELOPMENT ZONING DISTRICT ALONG WITH A DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast ("City"), as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, BYRNDOG PCP, LLC, and KL SEMINOLE TRACE LLC, are Florida limited liability companies ("Owners") are the Owners of the property further described in Exhibit "A"; and

WHEREAS, the Owner has requested to amend the Zoning Map Designation for 331.1+/- acres from Single Family Residential-1 and Preservation to Master Planned Development along with a Development Agreement; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment 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 has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning

and Land Development Regulation Board (PLDRB) at its regularly scheduled meeting conducted on August 19, 2026, 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 proposed amendment set forth hereunder; and

WHEREAS, the City Council of the City of Palm Coast has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB); and

WHEREAS, the City Council has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Palm Coast Comprehensive Plan;

2. The rezoning is compatible as defined in the Unified Land Development Code Section 2.06.03F, and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;

3. The rezoning will result in a logical, timely and orderly development pattern;

4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. OFFICIAL ZONING MAP AMENDED

The 331.1± acres of land located approximately 3 miles south of State Road 100 on the westside of Seminole Woods Blvd., legally described in "Exhibit A" and as depicted in "Exhibit B," attached hereto, is hereby amended from Single Family Residential-1, and Preservation to Master Planned Development with a Development Agreement "Exhibit C".

SECTION 3. 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 4. CONFLICTS.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter.

APPROVED on the first reading after due public notice and hearing this 1st day of September, 2026.

ADOPTED on the second reading after due public notice and hearing this _____ day of _____, 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachments:
Exhibit "A" – Legal Description of Property Subject to Official Zoning Map Amendment
Exhibit "B" – Revised Official Zoning Map
Exhibit "C" – Master Planned Development Agreement

EXHIBIT "A"
LEGAL DESCRIPTION

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEYARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33

FEET; THENCE SOUTH 70°29'1 l " WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH58°53'20" WEST, A DISTANCE OF 15.00FEET; THENCENORTH31°30'01" WEST,ADISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH23°08'51" WEST, A DISTANCE OF 157.59FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE

OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'1 l" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'1 l " EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A

DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST,ADISTANCEOF 237.18 FEET; THENCE SOUTH73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'1 l" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH

89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RlGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY;

THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAYING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF

51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAYING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET,

AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37'43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34"

WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET,

THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13' 19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH

81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37' 43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A

DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEYARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33

FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH58°53'20" WEST, A DISTANCE OF 15.00FEET; THENCENORTH31°30'01" WEST,ADISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH23°08'51" WEST, A DISTANCE OF 157.59FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE

OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'1 l" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'1 l " EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A

DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST,ADISTANCEOF 237.18 FEET; THENCE SOUTH73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAYING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAYING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'1 l" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAYING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH

89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RlGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAYING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RlGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY,

HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAYING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAYING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE

SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAYING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37'43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE

NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

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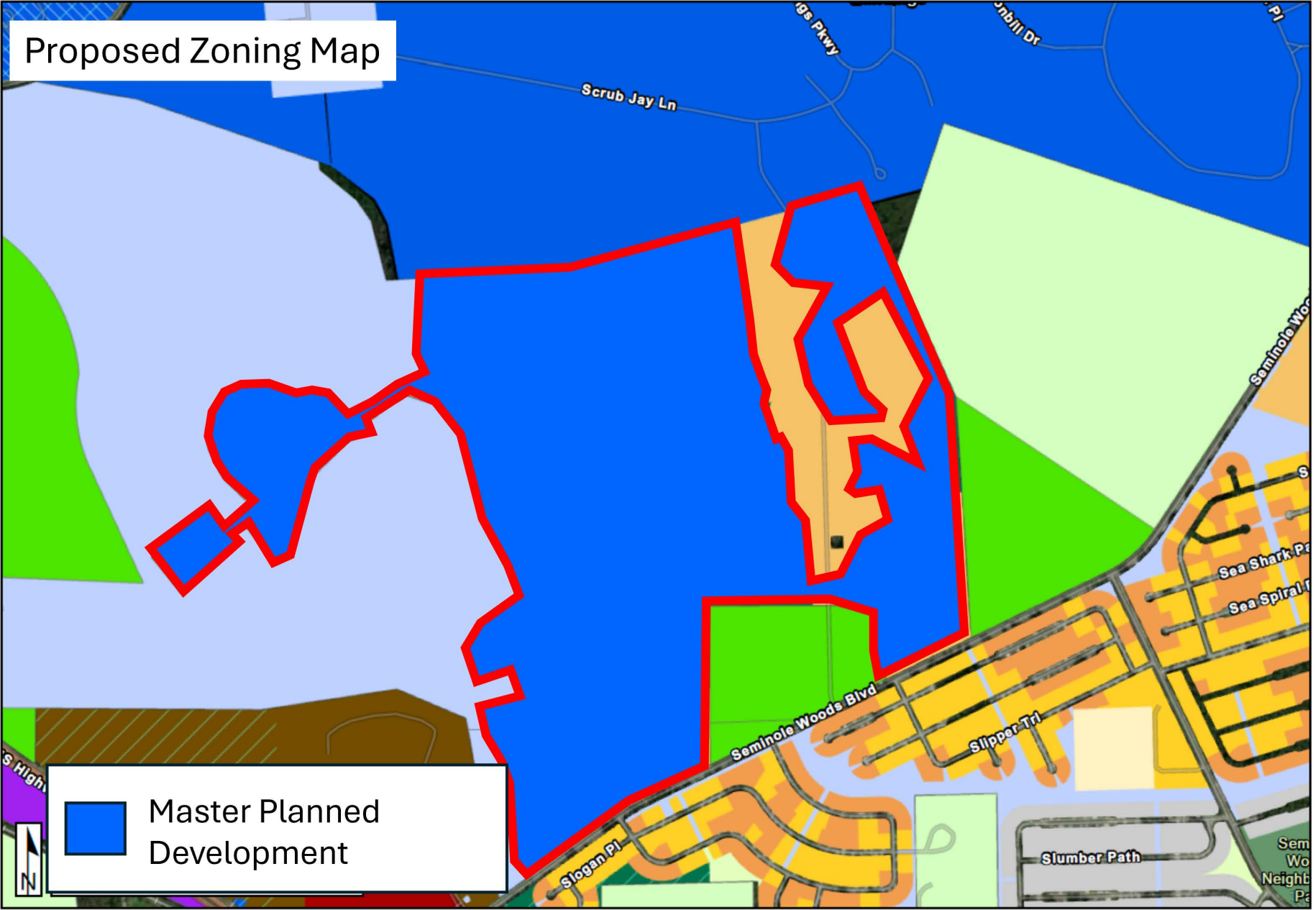
THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21"EAST, ADISTANCEOF 111.15 FEET; THENCENORTH76°39'46"EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13' 19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18'43" WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13'30" EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33'29" WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30'50" EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16'33" EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32'37" EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23'31" EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26'11" EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59" EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20'26" WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53'13" EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34'53" WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH

81°24'26" WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37' 43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22'17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02'28" WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40'32" WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54'14' WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAYING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06'56" WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16'28" WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44'20" WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAYING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05'05" EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56'11" EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21'58" EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31" WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12'34" WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A

DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.


Proposed Zoning Map
Scrub Jay Ln
Seminole Woods Blvd
Slipper Trl
Slogan Pl
Slumber Path
Sea Shark Pa
Sea Spiral
Master Planned Development
N

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

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

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MASTER PLAN DEVELOPMENT AGREEMENT

FOR SEMINOLE TRACE.

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2026, by and between the **CITY OF PALM COAST, a Florida municipal corporation** (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and **BYRNDOG PCP, LLC, a Florida limited liability company (**herein referred to as "Byrndog"), whose address is 145 City Place, Suite 300B, Palm Coast, Florida 32164, and **KL SEMINOLE TRACE, LLC, a Florida limited liability company, (**herein referred to as 'KL"), whose address is 105 NE 1st Street, Delray Beach, Florida 33444, (collectively hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 331.11 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit "1"** and incorporated herein ("Subject Property");

WHEREAS, the Owner desires to develop the Subject Property into a mixed residential use development with both active and passive recreation facilities for its residents.

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement (the "MPD") is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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 of Palm Coast City Charter; other controlling law; and the City's police powers;

WHEREAS, the City Council deems the development of the Owner's Property to be a proper public purpose, and that said development will achieve important City objectives, such as stimulating economic development in the City, improving stormwater capacity and flood prevention, and increasing property values;

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the PLDRB and City Council. Furthermore, any representations or promises made by the Owner 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;

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

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Owner's application for a Master Planned Development is approved subject to the Development Agreement's following terms and conditions:

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

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

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

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

SECTION 3. PROJECT DESCRIPTION.

The Applicant may develop a mixed-use residential development consistent with the Conceptual Master Plan(s) attached hereto as **Exhibit "2"** and as further described as follows: up to 743 residential units.

The future land use designation for the Subject Property is Residential and Conservation. This Development Agreement is consistent with the City's Comprehensive Plan (2035).

SECTION 4. APPROVAL OF MASTER PLAN DEVELOPMENT, CONCEPTUAL MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on _____, 2026, adopted Ordinance 2026-_____for a Master Planned Development affecting the Owner's Property subject to the terms and conditions of this Development Agreement.

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

(c) The provisions of the LDC shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Development Agreement, and will be subject to enforcement as if no Development Agreement were in effect.

(d) The Conceptual Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, streets, easements, property lines, general location of lots and intended uses.

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT CONCEPTUAL MASTER PLAN.

Modifications to the exact location of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Development Agreement and Conceptual Master Plan and any construction documents, and Preliminary Plat for the Subject Property or portions thereof as allowed by Code, provided that: (1) the maximum building height and number of residential lots described herein are not exceeded; (2) the Subject Property setbacks from adjacent properties are not modified; and (3) the approved plans maintain the general development standards in this Development Agreement.

SECTION 6. PERMITTED USES.

The Owner agrees to fully comply with the following uses and restrictions on the Subject Property. The Owner must develop the Subject Property consistent with the Conceptual Master Plan with the uses of the Subject Property being limited to those provided on the table provided below. The design standards for the permitted use on the Subject Property shall comply with the LDC or design standards provided in Section 12.1, Lot Dimensional Standards, below:

TRACT	USE
1	SINGLE FAMILY
2	SINGLE FAMILY
3	SINGLE FAMILY OR TOWNHOME
4	SINGLE FAMILY OR TOWNHOME
5	SINGLE FAMILY OR TOWNHOME & CONSERVATION
6	CONSERVATION*

*Owner shall be permitted to make impact to conservation areas for utilities, infrastructure and passive amenities.

6.1 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND INTERCONNECTIVITY.

(a) The Conceptual Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Subject Property and with adjacent rights-of-ways. All uses shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access at all times to all roadways to ensure that public safety is maintained.

SECTION 7. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this

Development Agreement and the LDC, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Master Plan.

SECTION 8. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) Private & Public Improvements: The Owner agrees to construct, at a minimum, the following on-site improvements, at the Owner's 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, unless otherwise provided for herein:

i. Private Improvements: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the

impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

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

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain an easy and safe access to all uses as depicted on the Conceptual Master Plan.

(d) ACCESS: Ingress and egress to the Project shall be provided, constructed and maintained as depicted on the Conceptual Master Plan. At the sole discretion of the Owner, the development or portions of it may be gated so long as Traffic LOS is satisfied..

(e) OWNER STORMWATER SYSTEM: The Owner shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner Stormwater System").

(f) PARK AND RECREATION: As generally depicted on the Conceptual Master Plan, the Owner shall provide parks and recreation for the benefit of the Project. The actual location and design of all parks and recreation facilities will be provided at a later date. In addition, the Owner or its assigns shall construct and maintain an active recreation facility on the Property, which may include but not limited swimming pool, dog park, recreation building and clubhouse sports courts and bathrooms.

SECTION 9. DEVELOPMENT STANDARDS.

9.1 PARKING: Parking requirements for the Subject Property shall be controlled by the LDC.

9.2 OPEN SPACE: The Owner conveyed +/- 345 acres of lands to the County in 2005 to preserve as conservation lands; therefore, the minimum open space shall be twenty percent (20%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds, and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a property owners' association, or other method satisfactory to the Owner and the City.

9.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Project upon payment of applicable fees. The City is under no obligation to accept the dedication of any facility. This development agreement does no constitute a reservation of capacity for water/wastewater. Available capacity for any residence shall be required prior to the release of a certificate of occupancy. As community benefit the Owner shall convey two (2) well sites the City of Flagler Beach at a mutually agreeable location. The conveyance shall occur within one (1) year after approval of this Agreement.

9.4 TRANSPORTATION: Transportation concurrency shall be addressed during the Preliminary Plat or technical site plan process.

9.5 DRAINAGE:

(a) The Owner shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the City's LDC. Best Management Practices (BMPs) shall be used during and after construction to minimize erosion and sedimentation and to properly manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) design standards and details.

(b) Stormwater piping, swales and ditches shall be designed to convey a ten (10)-year, twenty-four (24)-hour storm event. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD and the City's LDC.

9.6 LANDSCAPING: No potable water shall be used for irrigation once a reclaimed water source is available after which all landscaping and irrigation shall comply with the LDC except for perimeter buffers.

9.7 LIGHTING: All lighting including but not limited to all pole mounted lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC.

9.8 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

9.9 UTILITIES: The Owner shall be responsible for any and all costs associated with the extension of existing City utilities to the Subject Property that may be required to serve this Project. All internal utility lines for the Project shall be placed underground.

9.10 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. The Project shall provide and maintain the minimum number of access drives onto adjacent roadway as generally depicted on the Conceptual Master Plan.

9.11 RESOURCE PROTECTION:

(a) Except as depicted on the Conceptual Master Plan and in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC.

(b) Natural upland buffers must be provided if required by Chapter 10 of the LDC.

9.12 WETLANDS: The Project shall be subject to all Federal, State and City of Palm Coast environmental and wetland regulations and ordinances.

9.13 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable local, state, federal, and City water quality laws, rules, regulations, and ordinances.

9.14 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit documents pursuant to the requirements of applicable federal, state, and City regulations.

9.15 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC.

9.16 SIGNAGE: Signage shall be consistent with the LDC.

SECTION 10. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat for the relevant phase. A Subdivision Master Plan as provided in Section 2.10, LDC is not required. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase.

SECTION 11. LOT AND BUILDING STANDARDS.

11.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for the permitted use shall comply with the LDC for single-family (SF) and townhomes and are as follows:

Site Development Requirements

Type	SF	Townhome
Min. Distance Between Buildings*	**10’**	**10’**
Min. Bldg. Setback to Water	**20’**	**20’**
Max. Bldg. Height	**35’**	**35’**

Min. Front Bldg. Setback to Property Line	**15'**	**10'**
Min. Bldg. Rear Yard Setback	**10'**	**10'**
Minimum Front Setback from Right of Way	**20'**	**20'**
Minimum Bldg. Side Street or Rear Yard Setback	**15'**	**15'**
Min. Lot Size (SF)	**4,000 sf**	**1,600 sf**
Minimum Lot Width	**40'**	**18'**
Max. Impervious Surface Ratio**	**70%**	**80%**

* Shall be measured as the distance between walls of adjacent structures.
*** Impervious Surface Ratios shall be applicable to each Tract.

(Note – All lot sizes, setbacks and dimensions are minimum unless otherwise indicated and may be increased. Flag Lots are prohibited.)

11.2 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner shall submit to the LUA an architectural program for the Project which shall be consistent with Chapter 13 of the City's LDC. Such program shall include signage and lighting for the Project.

SECTION 12. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

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

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat

approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provided elsewhere in this Development Agreement.

SECTION 13. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees, and may in the future increase the amount of those fees. The Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting.

SECTION 14. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish an association or community development district, in accordance with Florida law, comprised of the owners of lots or parcels with the development (the "Association"). The Association documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping and buffers.

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

(b) In the event that a dispute arises under this Development Agreement, and the City and Owner 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 Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

(c) In the event of conflict between the terms of this Development Agreement and the Development Agreement Master Plan, the provisions of this Development Agreement shall prevail.

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 Owner at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

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

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

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

As to the City: City Manager

160 Lake Avenue

Palm Coast, FL 32164

As to the Owner: BYRNDOG PCP, LLC

145 City Place, Suite 300B

Palm Coast, FL 32164

KL SEMINOLE TRACE, LLC

105 NE 1st Street

Delray Beach, FL 33444

With copies to: Michael D. Chiumento III, Esq.

Chiumento Law, PLLC

145 City Place, Suite 301

Palm Coast, FL 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 remain valid and binding on the parties.

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 Subject Property and shall run with the land and the title to the same.

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

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

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in federal court.

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

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan; parks master plan, including parks and trail dedications; utility construction and connections; mandating utility capacities; requiring street development or other such similar land development regulations and requirements.

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

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

SECTION 20. TERM / EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Council and execution of this Development Agreement by all parties (the "Effective Date").

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date. This Development Agreement will expire 30 years from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at Council's discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 21. RECORDATION.

Upon approval 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 Owner shall pay the costs to record this Development Agreement.

SECTION 22. 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 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

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

SECTION 24. ATTORNEYS' 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 25. FORCE MAJEURE.

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

SECTION 26. INDEMNIFICATION.

The Owner shall indemnify for 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 in any way connected with the Owner's development of the Subject Property as provided in this Development Agreement. This agreement by the Owner 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 therefrom.

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner 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 Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an 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 Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 28. 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 29. EXHIBITS.

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 30. INTERPRETATION.

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

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

SECTION 31. FURTHER ASSURANCES.

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

SECTION 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 (1) and the same document.

SECTION 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

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

(c) Notwithstanding anything to the contrary, Byrndog PCP, LLC shall have the sole and exclusive authority, on behalf of the Owner, to request, approve, and execute any amendment, modification, waiver, or extension of this Development Agreement or the Conceptual Master Plan. No other present or future owner of any portion of the Subject Property shall have any such authority or right of approval. Any amendment executed by Byrndog and approved by the City Council, when required, shall bind the entire Subject Property and all owners, successors, and assigns.

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

SIGNATURES INTENTIONALLY OMITTED TO NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF PALM COAST, FLORIDA

_____

Mike Norris, Mayor

ATTEST:

_____

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

City Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Mike Norris, Mayor of the CITY OF PALM COAST, (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

WITNESSES:

"OWNER"
Byrndog PCP, LLC, a Florida limited liability company

_____

_____

(print)

By:_____

Jeffrey R. Douglas, as President of Douglas Property & Development, Inc., Manager of Byrndog PCP, LLC

_____

_____

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jeff R. Douglas, as President of Douglas Property & Development, Inc., Manager of Byrndog PCP, LLC, a Florida limited liability company (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

WITNESSES:

"OWNER"
KL SEMINOLE TRACE, LLC, a Florida limited liability company

_____

_____

(print)

By:_____

James P. Harvey, as Manager of The Kolter Group, LLC, Manager of KL Seminole Trace, LLC

_____

_____

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by James P. Harvey, as Manager of The Kolter Group, LLC, as Manager of KL Seminole Trace, LLC (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

EXHIBIT “1”

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY

ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE

NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12"

EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID

CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE

OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A

DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH

27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO

THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21" EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF

50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY

A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

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SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID

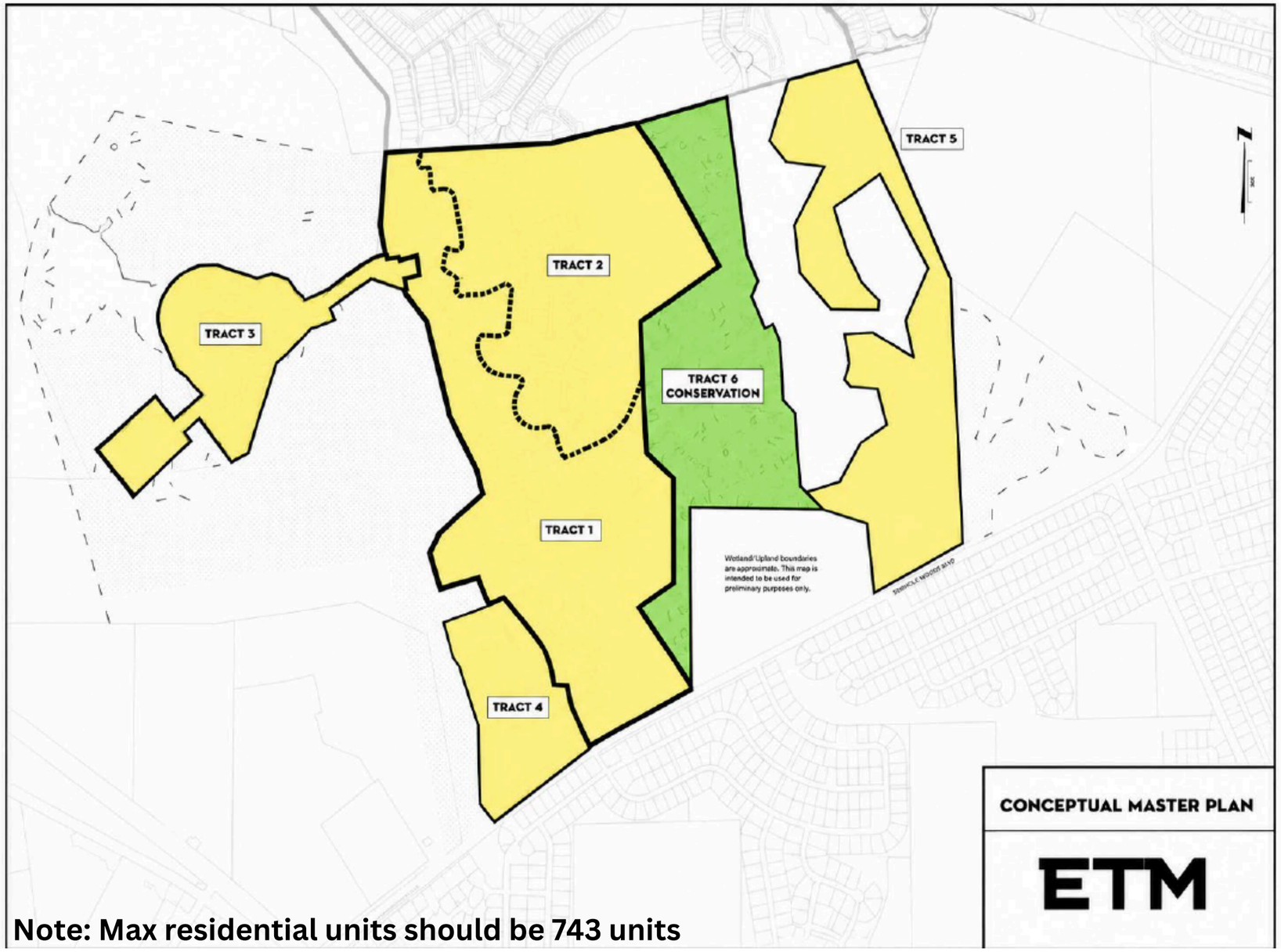
CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE

LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

EXHIBIT "2"

CONCEPTUAL MASTER PLAN

Conceptual Master Plan



Note: Max residential units should be 743 units

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR THE SEMINOLE TRACE MPD REZONING
CITY COUNCIL
SEPTEMBER 1, 2026

OVERVIEW

Application Number:	6418
Applicant:	Michael D. Chiumento, III
Property Description:	331+/- acres located about ½ mile north of US Highway 1 on the westside of Seminole Woods Blvd. Subject property includes the Seminole Trace Subdivision Phase 1.
Property Owners:	Byrndog PCP, LLC and KL Seminole Trace, LLC
Parcel Address:	N/A
Current FLUM:	Residential and Conservation with a policy limit of maximum 416 dwelling units
Current Zoning:	Single Family Residential-1 and Preservation
Current Use:	Approximately 160 acres platted as Seminole Trace subdivision (composed of 386 lots). The remainder of the subject property is vacant (pine silviculture) and wetlands.
Size of Property:	331.1+/- acres
Requested Action:	Rezoning from Single-Family Residential-1 (SFR-1), and Preservation (PRS) Zoning Districts to Master Planned Development with Development Agreement

ANALYSIS

REQUESTED ACTION

This proposed zoning map amendment is a companion application for a Future Land Use Map amendment to increase the maximum number of dwelling units in the subject area from 416 to 743. The zoning map amendment proposes to rezone a 331.1 +/- acre area located on the northwest side of Seminole Woods Blvd. about ½ mile northeast of US Highway 1 from Single-Family Residential-1 (SFR-1), and Preservation (PRS) Zoning Districts to Master Planned Development with a Development Agreement.

BACKGROUND/SITE HISTORY

In 2004, the Flagler County Board of County Commissioners amended the FLUM designation for the Cascades to Residential Low Density/Rural Estate. After the amendment to the FLUM designation, a PUD Agreement was approved by Flagler County in 2005 (called the Cascades at Grand Landings). The PUD agreement covered an area of 682.6 acres and permitted 416 single-family residential units. As part of the FLUM and PUD agreement approval, approximately 354 acres of mainly wetlands and environmentally sensitive areas was transferred to Flagler County ownership in 2005.

In 2023, the Cascades Planning Area was the subject of an Annexation, FLUM and Zoning Map amendment in the City of Palm Coast. The annexation covered the entirety of the 331.1+/- acre site that is the subject of this Application. The FLUM and Zoning Map amendments were a process to provide the subject property with an appropriate City of Palm Coast Future Land Use Map (FLUM) and Zoning Map designation.

The request from the landowners consisted of a FLUM designation of Residential, and Conservation with a maximum number of dwelling units of 850 and a Zoning designation of Single Family-Residential-1 and Multi-family Residential-2, and Preservation for the Cascades Planning Area. The proposed FLUM and Zoning Map designations were approved by City Council at their first reading on August 16, 2023. At the second reading for the request on Nov. 7, 2023, City Council approved an amendment that reduced the number of maximum units within Cascade Planning Area to 416. Additionally, the approval for the proposed zoning map amendment eliminated the Multi-Family Residential-2 zoned areas (approved at first reading) and rezoned them to Single Family Residential-1.

After zoning approval, subsequent applications led to the approval of a 386-lot single family residential subdivision. The final plat for the 386-unit subdivision known as Seminole Trace was approved in May 2026.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Residential and Conservation with a residential cap of 416 dwelling units	Residential with a cap of 743 residential units and redrawing of Conservation and Residential areas.
Zoning District	Single Family Residential-1 and Preservation	Master Planned Development with Development Agreement
Use	Seminole Trace Subdivision (386 lots) and stormwater ponds, open space, recreational areas and Vacant with Pine Silviculture and wetlands	Single-family attached and detached units and Preservation areas
Acreage	331.1+/- acres	331.1+/- acres

SURROUNDING LAND USES:

NORTH:	FLUM:	Residential
	Zoning:	Grand Landings Master Planned Development (MPD) SFR-1 uses
EAST:	FLUM:	Flagler County Agricultural/Timberlands
	Zoning:	Flagler County Agricultural and New Rural Communities (NRC)
SOUTH:	FLUM:	Residential
	Zoning:	Single-Family Residential 2 and 3 (SFR-2 and SFR-3)
WEST:	FLUM:	Flagler County Conservation
	Zoning:	Flagler County Planned Unit Development (PUD) wetland areas

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: The proposed Master Planned Development (MPD) zoning is permitted in the Residential FLUM category. The difference between the current zoning districts (SFR-1 and PRS) and the proposed Master Planned Development (MPD) is the introduction of attached single-family units (townhomes) as a permitted housing type. Multi-family uses (apartments) are not permitted.

As stated in the MPD agreement, the owner agrees to construct at a minimum on-site improvements in addition to payment of all impact fees. These private improvements include parking areas, utilities, master stormwater system, sidewalks, lighting, recreational facilities, and perimeter buffer landscaping. This is typical of other MPD agreements.

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 policies and goal of the Comprehensive Plan:

- **Chapter 1 Future Land Use Element:**

  -Policy 1.1.1.2 – The future land use designations shall permit the zoning districts listed and generally described in the following table.

  Analysis: The subject property has a FLUM designation of Residential and Conservation. The proposed amendment to Master Planned Development is allowed in Residential and Conservation FLUM designations.

  Policy 1.1.4.2 – The Master Planned Development (MPD) zoning district shall allow residential housing types to be mixed with retail, service, office, commercial, and other

land uses. It shall be supported that MPD's are strategically located throughout the City to promote infill development and to maximize vehicular and pedestrian accessibility.

Analysis: The proposed MPD designation will allow the proposed single-family attached and detached units mixed with large tracts of conservation areas. The MPD is located along a minor arterial (Seminole Woods Blvd.) with connections to two major arterials (State Road 100 and US-1).

Policy 1.1.4.3 – Land use patterns are 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.

Analysis: The proposed amendment is consistent with Policy 1.1.4.3, the potential of additional residential use along a major collector (Seminole Woods Blvd.) is appropriate. Furthermore, Seminole Woods Blvd. as a collector road provides direct access to a major commercial corridor in the City (State Road 100), as well as one of the main north-south routes in the County (US-1). Finally, water and wastewater mains are within proximate distance of the project site and will be extended by the developer/property owner.

The additional number of dwelling units proposed in the amendment will add to the demand on the City's capacity for water and sewer treatment. The impact of this demand will be further reviewed and analyzed as part of the technical review process (either technical site plan or a plat) to determine adequacy of capacity to serve any proposed development. Any deficiency in treatment capacity may require denial of a development order or a mitigation agreement to address the deficiency.

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

Staff Finding: Potable water and sewer service lines are available nearby to serve the project but will need to be extended to the site by the developer. The proposed amendment to MPD will increase the number of potential dwelling units from 416 to 743. In order to move forward with development of the additional units, there must be adequate water capacity and central sewer service capacity. The impact of this additional demand will be further reviewed and analyzed as part of the technical review process through either a technical site plan or a preliminary plat application. Evidence must be provided that treatment capacity exists to serve the potential development within the subject parcel. Deficiency in the treatment capacity may result in denial of development order or development of mitigation agreement to address the deficiency.

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 rezoning to Master Planned Development (MPD) is compatible with neighboring properties since the allowed uses (single family detached and attached units) are similar to the permitted development in the surrounding area.

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

Staff Finding: The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable local, state and federal 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 provided above, the proposed MPD rezoning and Development Agreement is consistent and furthers the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The proposed MPD-DA proposes development standards that are consistent with other standards found in the Land Development Code. However, staff notes that the proposed MPD-DA does include the following items of concern.

First, the proposed MPD-DA proposes minimum open space of 20% of the subject property's gross area. Given the conservation areas and wetland areas already available within the subject property along with other open space areas like stormwater ponds, staff is recommending that the open space remain at 40% of subject property's gross area consistent with the LDC section 3.03.03(I)(1). As stated in the LDC, *the approval of an MPD will be based on the finding that the submittal results in one or more of the following:*

1. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and/or

2. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval.

Staff finds that a reduction in the open space requirement from 40% to 20% is inconsistent with the LDC criteria for approval of an MPD.

Second, the MPD-DA proposes a minimum townhome lot width of 18'. Staff finds this width problematic due to the LDC requirement of providing 25% landscaped planting area in front of the home's building façade out to the front property line. Additionally, the LDC requires a minimum width of 16' for driveways (2 side by side parking spaces). This requirement combined with a minimum lot width of 18' leaves minimal separation between townhome driveways.

Third, the MPD-DA proposes minimum front building setback to the property line of 15' and 10' for single-family and townhome, respectively. These dimensions are inconsistent with requirement in the LDC for driveways to extend a minimum of 20' from the garage door. Additionally, the driveways must have a minimum width of 16'.

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

Staff Finding: The proposed development's character and density/intensity are consistent with that found in the surrounding area. To the north of the property is Grand Landings Phase 5 and 6 which are composed of single family attached and detached units with minimum lot widths of 40'. South of the subject parcel is Seminole Woods Blvd. along with Single Family Residential uses on the original ITT lots. To the west are conservation lands and to the east are vacant lands which include an approximately 119 acre site that is currently under review by Flagler County for a FLUM and Zoning Map amendment (Proposed FLUM of Mixed Use:High Intensity and zoning map amendment to Planned Unit Development).

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

Staff Finding: See analysis above for Criteria C.

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: The proposed development will be required to meet the Level of Service standards listed in Exhibit 8.1 of the Comprehensive Plan. Any deficiency in the LOS will require mitigation by the developer through potentially a proportionate share payment or agreement to mitigate for the deficiency in public infrastructure. These agreements may be between the developer and the City and in the case of school facilities, with the School District.

Impacts on surface drainage, flood control, and soil conservation will follow Federal Emergency Management Agency (FEMA) rules and regulations and LDC Section 10.02. Stormwater Management systems will be designed and permitted in accordance with SJRWMD and FDEP regulations. Any pollution and environmental concerns will be subject to Code of Ordinances Chapter 24, Article II.

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

Staff Finding: The MPD-DA does not provide a phasing plan for the development. It is important to note that the MPD does include a 386 lot subdivision that is pending approval for its final plat. Should the proposed FLUM and Zoning Map amendment be approved for this project, the remaining units may be developed in multiple phases. As required by the MPD, each "phase" will include infrastructure to support the proposed uses (including water/wastewater service, drainage, roads, and pedestrian facilities). The provision of infrastructure is to be concurrent with the construction of each phase and must be complete prior to issuance of building permits.

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

Staff Finding: As provided above, the required infrastructure must be available to support the proposed development concurrent with its impacts. Review of the traffic impacts will not cause any road segments to fall below the level of service. If the proposed FLUM and Zoning Map Amendment is approved, a review of site access and traffic operations will be conducted and may result in the need to provide operational improvements (turn lanes, extending turn

lanes, intersection improvement or traffic control in the form of traffic signal or roundabout) to accommodate the proposed development.

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 proposed rezoning to MPD provides an opportunity to provide another type of dwelling unit (townhomes). As previously stated, approval of an MPD zoning should provide a *recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the master planned development zoning approval; and also* provide for *the long term protection of natural resources and natural features of a significant quantity and/or quality*.

As previously analyzed, the applicant has proposed a minimum 20% of open space, but staff is recommending the open space requirement of 40% as required by the LDC be maintained.

Regarding a recognizable and material benefit to the ultimate users of the project and to the community, the applicant in their July 21, 2026 letter provided the following as the public benefits tied to the MPD rezoning application.

> *1. Public Utility Infrastructure. The property owner has constructed public water and wastewater utility infrastructure within the public right-of-way on behalf of the City pursuant to a utility credit agreement. This infrastructure expands the City's utility system and facilitates orderly development within this area.*
>
> *2. Integrated Mixed Residential Community. The MPD provides for the coordinated development of a homogeneous mixed residential community utilizing shared amenities and common facilities under a unified master development plan.*
>
> *3. Emergency Access. The development provides a public emergency access connection between Summit Woods* (sic) *and Citation Boulevard, improving emergency access and connectivity for the surrounding area.*
>
> *4. Well Sites. At the request of the City of Flagler Beach, the Owner will convey two (2) well sites to the City of Flagler Beach at no costs. Otherwise, the Owner will sell the two (2) sites to the City in an amount greater than $1,000,000.00.*

Staff finds the following regarding the public benefits:

1. The property owner's construction of public water and sewer infrastructure was pursuant to a utility credit agreement and thus the property owner received credits (due compensation) for construction over and above the required system for their development.
2. Integrated Mixed Residential Community. Staff recognizes that the MPD will provide more options for housing types (although this is not a requirement of the Development Agreement) and could benefit potential owners from a greater range of household income.
3. Emergency Access. The development does provide a connection between Seminole Woods Blvd. and Citation Blvd. in an emergency.

4. Well Sites. The donation of well sites to Flagler Beach stands to benefit Flagler Beach and customers of Flagler Beach utilities, but not necessarily the residents of Palm Coast who would have the immediate impact of the proposed zoning change to MPD.

Staff recommends that the applicant provide a more recognizable and material benefit to the ultimate users of the project and to the community (immediate residents and general population of Palm Coast).

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

Staff Finding: There are no specific development plan for this area of the City. Analysis was conducted for consistency with Comprehensive Plan.

J. Impact upon the environment or natural resources.

Staff Finding: The proposed MPD Conceptual Plan map proposes to protect a large swath of wetlands (approximately 45 acres) that bisects the subject property. It is important to note that the subdivision within the subject parcel (the Cascades) includes areas of open space/wetland preservation/upland buffer areas that are not going to be impacted by the proposed zoning map amendment.

K. Impact on the economy of any affected area.

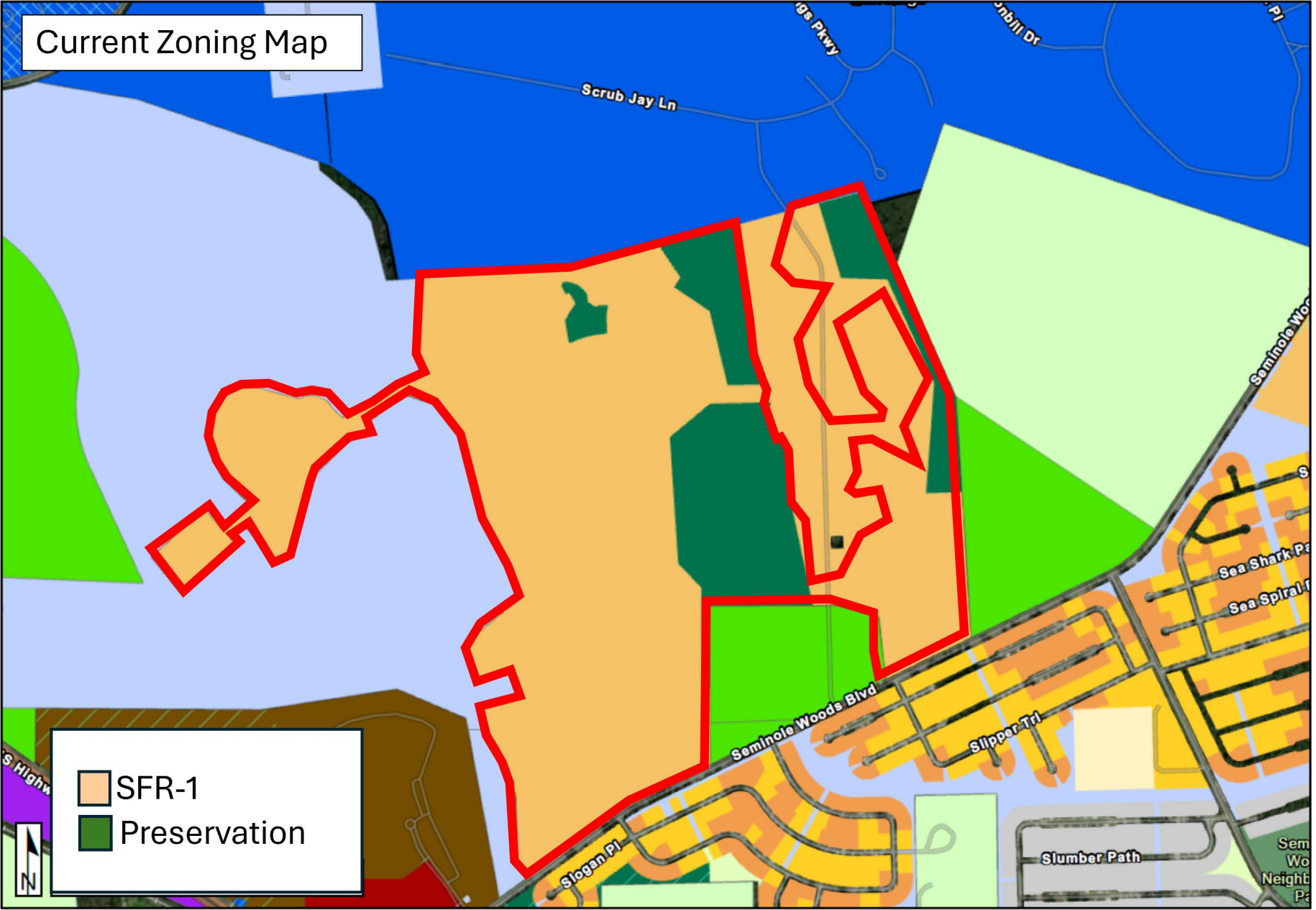
Staff Finding: If approved, the proposed amendment will provide temporary construction jobs during its construction.

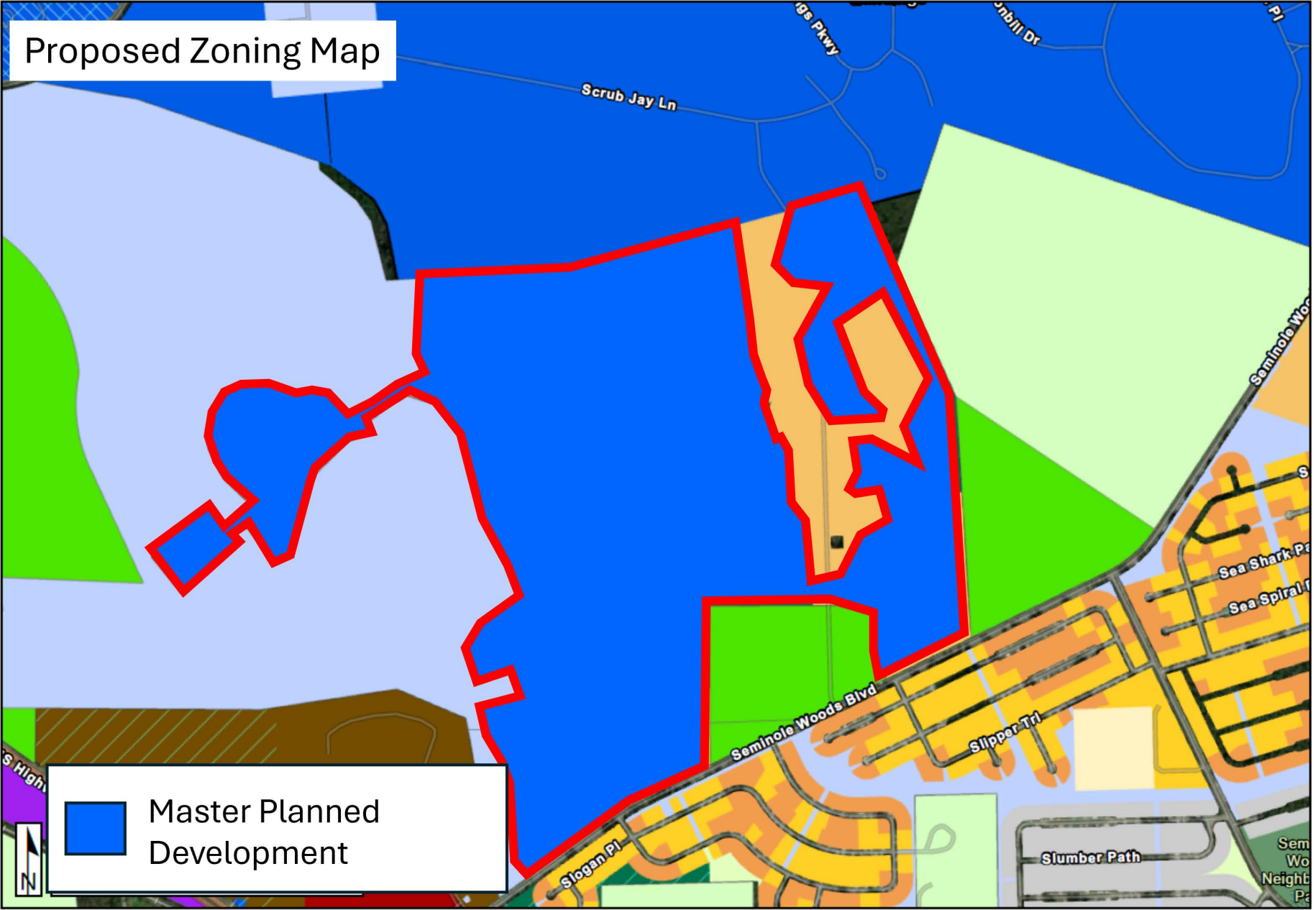
PUBLIC PARTICIPATION

As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. The neighborhood meeting was held on August 11, 2026 at Flagler/Palm Coast High School. The attendees expressed their concern about traffic safety and flooding.

RECOMMENDATION

The Planning and Land Development Regulation Board held a public hearing on August 19 and recommended that City Council APPROVE/DENY/APPROVE WITH CONDITIONS the proposed zoning map amendment. (Staff will provide the results at the CC Public Hearing)


Current Zoning Map
Scrub Jay Ln
Seminole Woods Blvd
Slipper Trl
Slogan Pl
Slumber Path
Sea Shark Pa
SFR-1
Preservation
N


Proposed Zoning Map
Scrub Jay Ln
Seminole Woods Blvd
Slipper Trl
Slogan Pl
Slumber Path
Sea Shark Pa
Sea Spiral
Master Planned Development
N

GENERAL APPLICATION:
☐ Rezoning
☐ Special Exception
☐ Nonstatutory Land Division/Parcel Reconfiguration
☐ Vacating Plat
☐ Subdivision Master Plan
☐ Preliminary Plat
☐ Final Plat
☐ Master Site Plan
☐ Nonresidential Controlling Master Site Plan
☐ Technical Site Plan
☐ Site Plan Addition
☐ Development Order Modification
☐ Variance
☐ Parking Flexibility
☐ Wireless Communication Facility (new structure)

CD Plus Application #: _____ Application Submittal Date: _____
Fee Paid: $_____ Date of Acceptance: _____
Employee Name Accepting Application (print name): _____
Rejected on _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Cascades

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): _____

C. PROPERTY APPRAISER'S PARCEL NUMBER(s): See attached Exhibit "B"

D. LEGAL DESCRIPTION: See attached Exhibit "A" Subdivision Name; ____Section; _____ Block; _____Lot

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 375.4 acres

F. FUTURE LAND USE MAP DESIGNATION: Residential EXISTING ZONING DISTRICT: SFR-1

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ COMMUNITY PANEL NUMBER: _____ DATE: _____

H. PRESENT USE OF PROPERTY: Vacant/Residential

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):
Rezone to MPD

J. PROPOSED NUMBER OF LOTS: _____

K. CHECK APPROPRIATE BOX FOR SITE PLAN:

☐ Tier 1 (up to 40,000 sq. ft. / 40 units)
☐ Tier 2 (up to 100,000 sq. ft. / 100 units)
☐ Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

_____

M. WATER/SEWER PROVIDER: City of Palm Coast

N. IS THERE AN EXISTING MORTGAGE? ☐ Yes ☐ No

OWNER:	APPLICANT / AGENT:
Name: Byrndog PCP, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address:	Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164
Phone Number:	Phone Number: 386-445-8900 ext 102
E-mail Address:	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY:	DEVELOPER OR DOCKMASTER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) _____ Jeffrey R. Douglas, as President of Douglas Property & Management, Inc., Manager of Byrndog PCP, LLC

Printed or typed name(s): Jeffrey R. Douglas

NOTARY: This instrument was acknowledged before me on this _____ **day of** August, **20** 25 **by** Jeffrey R. Douglas, as President of Douglas Property & Management, Inc., Manager of Byrndog PCP, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: December 8, 2028

_____
Signature of Notary Public, State of Florida

OWNER:	APPLICANT / AGENT:
Name: KL Seminole Trace, LLC	Name: Michael D. Chiumento III, Esq.
Mailing Address: 105 NE 1st Street Delray Beach, FL 33444	Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164
Phone Number:	Phone Number:
E-mail Address:	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY:	DEVELOPER OR DOCKMASTER:
Name: Michael D. Chiumento III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	Mailing Address:
Phone Number:	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) _____ KL Seminole Trace, LLC
By: The Kolter Group, LLC, Manager

Printed or typed name(s): James P. Harvey

NOTARY: This instrument was acknowledged before me on this 25 day of August, 2025 by

James P. Harvey who is/are personally known to me, or who has/have produced

_____ as identification.

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028
(SEAL)

_____
Signature of Notary Public, State of Florida

OWNER:	APPLICANT / AGENT:
Name: JTL Grand Landings Development, LLC	Name: Michael D. Chiumento III
Mailing Address: 16660 Dallas Parkway Suite 1600 Dallas, TX 75248	Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164
Phone Number:	Phone Number:
E-mail Address:	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY:	DEVELOPER OR DOCKMASTER:
Name: Michael D. Chiumento III	Name:
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	Mailing Address:
Phone Number:	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) _____ _____

Printed or typed name(s): David West _____ _____

NOTARY: This instrument was acknowledged before me on this 21 **day of** August, **20**25 **by** David M. West, as Manager of JTL Grand Landings Development, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Eric Phillip Hannaman
My Commission Expires
6/2/2026
Notary ID 131582551

_____
Signature of Notary Public, State of ~~Florida~~ TEXAS

EXHIBIT “A”

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A

DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE

OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE

SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A

CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF

223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH

64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID

ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE

OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21" EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET,

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

EXHIBIT "B"

JTL GRAND LANDINGS DEVELOPMENT, LLC

29-12-31-0000-01010-0025 (44.06 acres)
29-12-31-0000-01010-0010 (0.23 acres)

BYRNDOG PCP, LLC

29-12-31-0000-01010-0021 (166.23 acres)
32-12-31-0650-000B0-0020 (20.67 acres)
30-12-31-0000-01020-0040 (35.89 acres)
31-12-31-0000-01070-0030 (2.80 acres)

KL SEMINOLE TRACE, LLC

29-12-31-0000-01020-0000 (105.52 acres)

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

STATE OF FLORIDA

COUNTY OF FLAGLER

COMES NOW, Jeffrey R. Douglas, being first duly sworn, who deposes and says:

Douglas Property & Development which is the Manager of Byrndog PCP, LLC

(1) That he/she is the President, an officer of _____ corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Application for Rezoning to MPD & Comp Plan Amendment relating to the following described real property:

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

See attached Exhibti A

Signature of owner OR person authorized to represent this application

_____	Jeffrey R. Douglas as President of Douglas Property & Development, as Manager of Byrndog PCP, LLC
Signature	**Print**

NOTARY: This instrument was acknowledged before me on this by means of ☑ physical presence or ☐ online notarization 8 **day of** August, **20** 25 **by** Jeffrey R. Douglas as President of Douglas Property & Development, as Manager of Byrndog PCP, LLC **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

_____

Signature of Notary Public, State of Florida

CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF _____

COUNTY OF _____

COMES NOW, _____, being first duly sworn, who deposes and says:

(1) That he/she is the _____, an officer of The Kolter Group, LLC, which is the Manager of KL Seminole Trace, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Comp Plan Amendment & Application to Rezone to MPD relating to the following described real property: See attached Exhibit "A-1"

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

Signature of owner OR person authorized to represent this application

_____	KL Seminole Trace, LLC
Signature	By The Kolter Group, LLC, as Manager
James P. Harvey	Signature
Print name	_____
	Print name

NOTARY: This instrument was acknowledged before me on this 25th **day of** August, **20**25 **by** James P. Harvey **who is/are personally known to me, or who has/have produced** _____ **as identification.**

(SEAL)

Signature of Notary Public, State of Florida

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Texas

COUNTY OF Dallas

COMES NOW, David M. West, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of JTL Grand Landings Development, LLC corporation existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: Comp Plan Amendment & Application to Rezone to MPD relating to the following described real property:

See attached Exhibit "A-2"

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

Signature of owner OR person authorized to represent this application

Signature	David M. West, as Manager of JTL Grand Landings Development, LLC Signature
DAVID WEST Print name	Print name

NOTARY: This instrument was acknowledged before me on this 21 **day of** August, 20 25 **by** David M. West, as Manager of JTL Grand Landings Development, LLC **who is/are personally known to me, or who has/have produced** DRIVERS LICENSE **as identification.**

(SEAL)

Signature of Notary Public, State of ~~Florida~~ TEXAS

Eric Phillip Hannaman
My Commission Expires
6/2/2026
Notary ID 131582651

EXHIBIT “A”

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH

29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A

DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE

OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE

SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A

CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF

223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH

64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID

ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE

OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A

DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21" EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18'33" WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43'36" EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10'50" EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13'19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52'14", EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16" WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56'07" EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26'34" EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53'10" EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53'25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET,

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

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

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

MASTER PLAN DEVELOPMENT AGREEMENT

FOR CASCADES.

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this _____ day of _____, 2025, by and between the **CITY OF PALM COAST, a Florida municipal corporation** (herein referred to as the "City"), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and **BYRNDOG PCP, LLC, a Florida limited liability company (**herein referred to as "Byrndog"), whose address is 145 City Place, Suite 300B, Palm Coast, Florida 32164, and **KL SEMINOLE TRACE, LLC, a Florida limited liability company, (**herein referred to as 'KL"), whose address is 105 NE 1st Street, Delray Beach, Florida 33444, and **JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company,** (herein referred to as "JTL"), whose address is 16660 Dallas Parkway, Suite 1600, Dallas, Texas 75248 (collectively hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting of 375.40 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit "1"** and incorporated herein ("Subject Property");

WHEREAS, the Owner desires to develop the Subject Property into a mixed residential use development with both active and passive recreation facilities for its residents.

WHEREAS the City of Palm Coast City Council ("City Council") finds that this Development Agreement (the "MPD") is consistent with the City's Comprehensive Plan (2050) (the "Comprehensive Plan") and Unified Land Development Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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 of Palm Coast City Charter; other controlling law; and the City's police powers;

WHEREAS, the City Council deems the development of the Owner's Property to be a proper public purpose, and that said development will achieve important City objectives, such as stimulating economic development in the City, improving stormwater capacity and flood prevention, and increasing property values;

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the PLDRB and City Council. Furthermore, any representations or promises made by the Owner 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;

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

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Owner's application for a Master Planned Development is approved subject to the Development Agreement's following terms and conditions:

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

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

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement.

Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. PROJECT DESCRIPTION.

The Applicant may develop a mixed-use residential development consistent with the Conceptual Master Plan(s) attached hereto as **Exhibit "2"** and as further described as follows: up to 780 residential units.

The future land use designation for the Subject Property is Residential and Conservation. This Development Agreement is consistent with the City's Comprehensive Plan (2035).

SECTION 4. APPROVAL OF MASTER PLAN DEVELOPMENT, CONCEPTUAL MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on _____, 2025, adopted Ordinance 2025-_____for a Master Planned Development affecting the Owner's Property subject to the terms and conditions of this Development Agreement.

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

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

(d) The Conceptual Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, streets, easements, property lines, general location of lots and intended uses.

SECTION 5. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT CONCEPTUAL MASTER PLAN.

Modifications to the exact location of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Development Agreement and Conceptual Master Plan and any construction documents, and Preliminary Plat for the Subject Property or portions thereof as allowed by Code, provided that: (1) the maximum building height and number of residential lots described herein are not exceeded; (2) the Subject Property setbacks from adjacent properties are not modified; and (3) the approved plans maintain the general development standards in this Development Agreement.

SECTION 6. PERMITTED USES.

The Owner agrees to fully comply with the following uses and restrictions on the Subject Property. The Owner must develop the Subject Property consistent with the

Conceptual Master Plan with the uses of the Subject Property being limited to those provided on the table provided below. The design standards for the permitted use on the Subject Property shall comply with the LDC or design standards provided in Section 12.1, Lot Dimensional Standards, below:

TRACT	USE
1	SINGLE FAMILY
2	SINGLE FAMILY
3	SINGLE FAMILY OR TOWNHOME
4	SINGLE FAMILY OR TOWNHOME
5	SINGLE FAMILY OR TOWNHOME
6	CONSERVATION*
7	CONSERVATION*

*Owner shall be permitted to make impact to conservation areas for utilities, infrastructure and passive amenities.

6.1 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND INTERCONNECTIVITY.

(a) The Conceptual Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Subject Property and with adjacent rights-of-ways. All uses

shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access at all times to all roadways to ensure that public safety is maintained.

SECTION 7. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this Development Agreement and the LDC, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Master Plan.

SECTION 8. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) Private & Public Improvements: The Owner agrees to construct, at a minimum, the following on-site improvements, at the Owner's 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, unless otherwise provided for herein:

i. Private Improvements: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.

iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

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

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain an easy and safe access to all uses as depicted on the Conceptual Master Plan.

(d) ACCESS: Ingress and egress to the Project shall be provided, constructed and maintained as depicted on the Conceptual Master Plan. At the sole discretion of the Owner, the development or portions of it may be gated.

(e) OWNER STORMWATER SYSTEM: The Owner shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner Stormwater System").

(f) PARK AND RECREATION: As generally depicted on the Conceptual Master Plan, the Owner shall provide parks and recreation for the benefit of the Project. The actual location and design of all parks and recreation facilities will be provided at a later date.

In addition, the Owner or its assigns shall construct and maintain an active recreation facility on the Property, which may include but not limited swimming pool, dog park, recreation building and clubhouse sports courts and bathrooms.

SECTION 9. DEVELOPMENT STANDARDS.

9.1 PARKING: Parking requirements for the Subject Property shall be controlled by the LDC.

9.2 OPEN SPACE: The Owner conveyed +/- 345 acres of lands to the County in 2005 to preserve as conservation lands; therefore, the minimum open space shall be twenty percent (20%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds, and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a property owners' association, or other method satisfactory to the Owner and the City.

9.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Project upon payment of applicable fees. The City is under no obligation to accept the dedication of any facility.

9.4 TRANSPORTATION: Transportation concurrency shall be addressed during the Preliminary Plat or technical site plan process.

9.5 DRAINAGE:

(a) The Owner shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the City's LDC. Best Management Practices (BMPs) shall be used during and after construction to minimize erosion and sedimentation and to properly manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) design standards and details.

(b) Stormwater piping, swales and ditches shall be designed to convey a ten (10)-year, twenty-four (24)-hour storm event. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD and the City's LDC.

9.6 LANDSCAPING: No potable water shall be used for irrigation once a reclaimed water source is available after which all landscaping and irrigation shall comply with the LDC except for perimeter buffers.

9.7 LIGHTING: All lighting including but not limited to all pole mounted lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC.

9.8 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

9.9 UTILITIES: The Owner shall be responsible for any and all costs associated with the extension of existing City utilities to the Subject Property that may be required to serve this Project. All internal utility lines for the Project shall be placed underground.

9.10 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. The Project shall provide and maintain the minimum number of access drives onto adjacent roadway as generally depicted on the Conceptual Master Plan.

9.11 RESOURCE PROTECTION:

(a) Except as depicted on the Conceptual Master Plan and in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC.

(b) Natural upland buffers must be provided if required by Chapter 10 of the LDC.

9.12 WETLANDS: The Project shall be subject to all Federal, State and City of Palm Coast environmental and wetland regulations and ordinances.

9.13 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable local, state, federal, and City water quality laws, rules, regulations, and ordinances.

9.14 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit documents pursuant to the requirements of applicable federal, state, and City regulations.

9.15 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC.

9.16 SIGNAGE: Signage shall be consistent with the LDC.

SECTION 10. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat for the relevant phase. A Subdivision Master Plan as provided in Section 2.10, LDC is not required. Each phase of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase.

SECTION 11. LOT AND BUILDING STANDARDS.

11.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for the permitted use shall comply with the LDC for single-family (SF) and townhomes and are as follows:

Site Development Requirements

Type	SF	Townhome
Min. Distance Between Buildings*	**10'**	**10'**
Min. Bldg. Setback to Water	**20'**	**20'**
Max. Bldg. Height	**35'**	**35'**

Min. Front Bldg. Setback to Property Line	**15'**	**10'**
Min. Bldg. Rear Yard Setback	**10'**	**10'**
Minimum Front Setback from Right of Way	**20'**	**20'**
Minimum Bldg. Side Street or Rear Yard Setback	**10'**	**10'**
Min. Lot Size (SF)	**4,000 sf**	**1,600 sf**
Minimum Lot Width	**40'**	**18'**
Max. Impervious Surface Ratio**	**70%**	**80%**

* Shall be measured as the distance between walls of adjacent structures.
*** Impervious Surface Ratios shall be applicable to each Tract.

(Note – All lot sizes, setbacks and dimensions are minimum unless otherwise indicated and may be increased.)

11.2 ARCHITECTURE: Prior to issuance of the Preliminary Plat Development order, the Owner shall submit to the LUA an architectural program for the Project which shall be consistent with Chapter 13 of the City's LDC. Such program shall include signage and lighting for the Project.

SECTION 12. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

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

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provided elsewhere in this Development Agreement.

SECTION 13. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees, and may in the future increase the amount of those fees. The Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting.

SECTION 14. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish an association or community development district, in accordance with Florida law, comprised of the owners of lots or parcels with the development (the "Association"). The Association documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping and buffers.

SECTION 15. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

(b) In the event that a dispute arises under this Development Agreement, and the City and Owner 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 Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

(c) In the event of conflict between the terms of this Development Agreement and the Development Agreement Master Plan, the provisions of this Development Agreement shall prevail.

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 Owner at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

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

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

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

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

As to the Owner: BYRNDOG PCP, LLC

145 City Place, Suite 300B

Palm Coast, FL 32164

JTL GRAND LANDINGS DEVELOPMENT, LLC

16660 Dallas Parkway, Suite 1600

Dallas, TX 75248

KL SEMINOLE TRACE, LLC

105 NE 1st Street

Delray Beach, FL 33444

With copies to: Michael D. Chiumento III, Esq.

Chiumento Law, PLLC

145 City Place, Suite 301

Palm Coast, FL 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 remain valid and binding on the parties.

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 Subject Property and shall run with the land and the title to the same.

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

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

SECTION 19. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in federal court.

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

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan; parks master plan, including parks and trail dedications; utility construction and connections; mandating utility capacities; requiring street development or other such similar land development regulations and requirements.

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

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

SECTION 20. TERM / EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Council and execution of this Development Agreement by all parties (the "Effective Date").

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date. This Development Agreement will expire 30 years from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at Council's discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 21. RECORDATION.

Upon approval 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 Owner shall pay the costs to record this Development Agreement.

SECTION 22. 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 23. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

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

SECTION 24. ATTORNEYS' 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 25. FORCE MAJEURE.

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

SECTION 26. INDEMNIFICATION.

The Owner shall indemnify for 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 in any way connected with the Owner's development of the Subject Property as provided in this Development Agreement. This agreement by the Owner 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 therefrom.

SECTION 27. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner 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 Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an 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 Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 28. 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 29. EXHIBITS.

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 30. INTERPRETATION.

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

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

SECTION 31. FURTHER ASSURANCES.

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

SECTION 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 (1) and the same document.

SECTION 33. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

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

SECTION 34. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF PALM COAST, FLORIDA

_____

Mike Norris, Mayor

ATTEST:

_____

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

City Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Mike Norris, Mayor of the CITY OF PALM COAST, (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

WITNESSES:

_____

_____

(print)

_____

_____

(print)

"OWNER"
Byrndog PCP, LLC, a Florida limited liability company

By:_____

Jeffrey R. Douglas, as President of Douglas Property & Development, Inc., Manager of Byrndog PCP, LLC

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jeff R. Douglas, as President of Douglas Property & Development, Inc., Manager of Byrndog PCP, LLC, a Florida limited liability company (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

WITNESSES:

"OWNER"
JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company

_____

By:_____

_____

David West, Manager

(print)

_____

_____

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by David West, as Manager of JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

WITNESSES:

_____

_____

(print)

_____

_____

(print)

"OWNER"
KL SEMINOLE TRACE, LLC, a Florida limited liability company

By:_____

James P. Harvey, as Manager of The Kolter Group, LLC, Manager of KL Seminole Trace, LLC

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by James P. Harvey, as Manager of The Kolter Group, LLC, as Manager of KL Seminole Trace, LLC (check one) □ who is personally known to me or □ who produced _____ as identification.

_____

Notary Public – State of Florida

Print Name:_____

My Commission expires:

EXHIBIT “1”

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33

FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST, A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE

OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11" WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC

DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A

DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH 15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH

89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY,

HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE

SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE

NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33" EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40'44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55'26" WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08'32" WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55'16" WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51'08" WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET,

THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH

81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A

DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

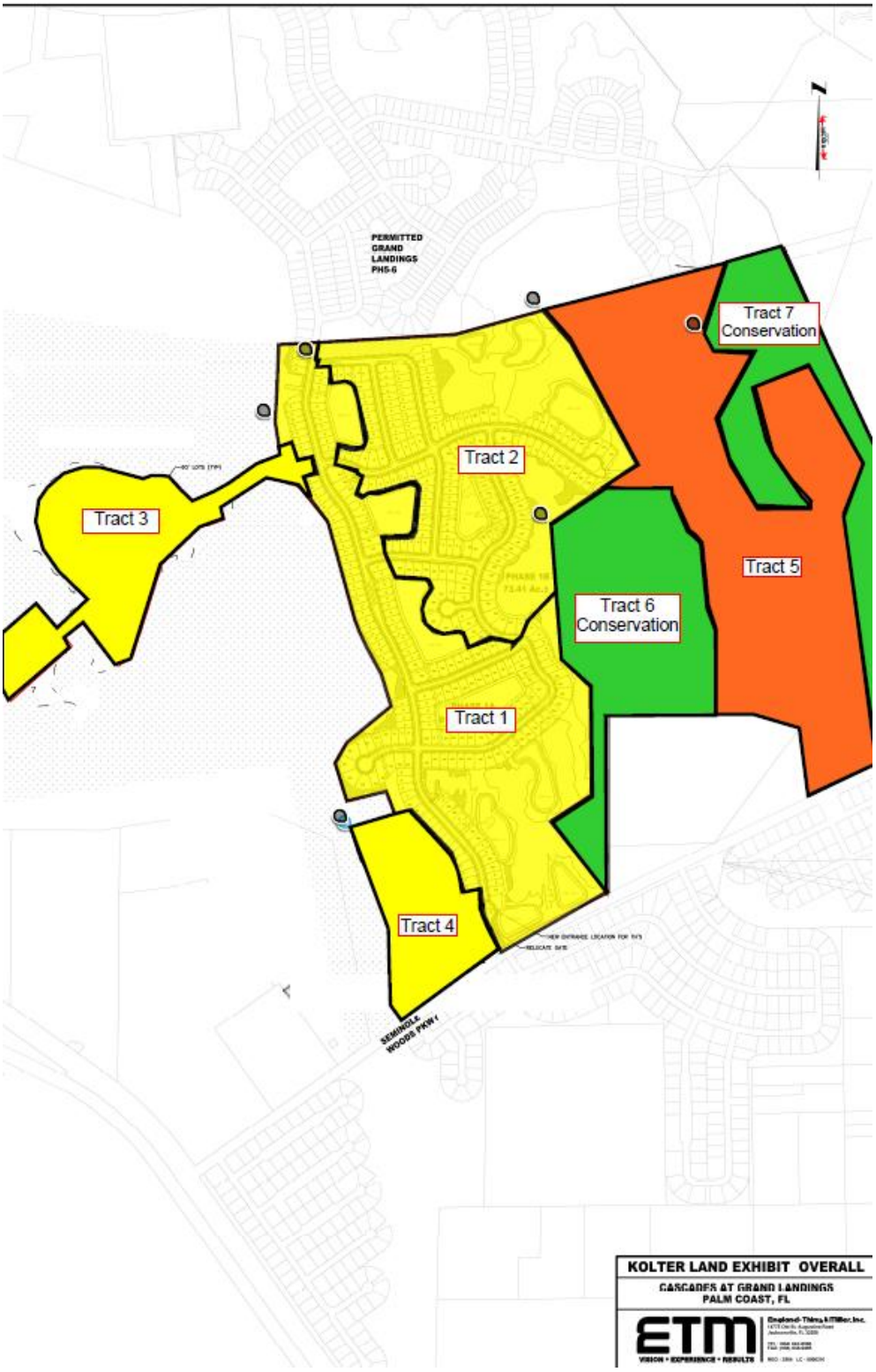
TOGETHER WITH

JTL GRAND LANDINGS DEVELOPMENT, LLC, a Texas limited liability company

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

EXHIBIT "2"

CONCEPTUAL MASTER PLAN



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CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

January 5, 2025

City of Palm Coast
Via City Portal & E-Mail

RE: Cascades at Grand Landings Rezoning Master Planned Development Application #6418

Dear Sir or Madam:

In response to the City's comment letter dated October 10, 2025 please find applicant's responses below:

PLC – PLANNING PROJECT MANAGER - COMMENTS:

1. Boundary Survey – Current (within one year) signed and sealed.

Applicant will not provide a new survey. However, the Applicant will provide a survey affidavit attesting that nothing has affected the boundary of the prior survey.

2. Mailing List. List of names, mailing addresses, and parcel identification numbers of all property owners within 500 feet of the boundaries of the property subject to the rezoning.

Applicant will provide.

3. Cover Letter – (See Applicant's Handbook: Future Land Use Map Amendment for contents of letter).
Parcel Identification Numbers: 29-12-31-0000-01010-0025, 29-12-31-0000-01010-0021, 29-12-31-0000-01010-0010, 32-12-31-0650-000B0-0020, 29-12-31-0000-01020-0000, 29-12-31-0000-01010-0300, 30-12-31-0000-01020-0060, 30-12-31-0000-01020-0040, 31-12-31-0000-01070-0030

Current Zoning: SFR-1 & PRS
Current FLUM: Residential & Conservation

4. Detailed Analysis of Request and Impacts on Public Facilities (see Applicant's Handbook: Future Land Use Map Amendment for methodology and details of a complete analysis).

a. **Analysis of Density/Intensity and Population**

DENSITY/INTENSITY AND POPULATION

The subject property currently has a FLUM designation of Residential with a density cap of 416 units. The proposed amendment will result in the subject property having land use designations of Residential & Conservation with a policy to limit development to a maximum of 780 dwelling units.

b. **Transportation Analysis (Methodology Approval Required Prior to Submitting a TIA)**
c. **Potable Water:** The proposed FLUM amendment will have a maximum potential net increase in demand for potable water of .130 MGD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Palm Coast Utility Department to determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.
d. **Wastewater:** The proposed FLUM amendment will have a maximum potential net increase in demand for sanitary sewer treatment of .085 MGD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Palm Coast Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.
e. **Solid Waste:** The proposed FLUM amendment will have a maximum potential net increase of 8,968 lbs. of solid waste/day. The city currently has an interlocal agreement with Volusia County for solid waste disposal. There is adequate capacity at the Volusia County landfill to accommodate the additional demand.
f. **Public Recreation and Open Space:** The proposed FLUM amendment will have a maximum potential net increase in demand of 8.3 acres of park facilities. The city currently has adequate capacity to accommodate the additional demand.
g. **Public Schools:** The applicant will make an application for capacity determination to the Flagler County Schools to determine the impact the FLUM amendment will have.

A. TOPOGRAPHY AND SOIL CONDITIONS

The analysis area is silvicultural land with hydric soils throughout property. The site is bounded by Seminole Woods Boulevard to the south, Grand Landing subdivision to the east, silviculture land to the north, and preservation areas. According to the October 2022 Environmental Assessment, the land use proposal area does contain St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) jurisdictional wetlands; the total analysis area contains 230.31 acres of uplands, 3.30 acres of graded and drained roads, and 146.25 acres of wetlands. The wetlands detailed on the environmental assessment "Douglas-Cascades FLUCFCS/Existing Conditions Map" Figure, reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual). Further description of these features may be found in the Section C, Vegetative Communities.

As detailed within the ERS report, the *Soil Survey of Flagler County, Florida* indicates seven (7) soil types within the property.

There are no indicators of unique topographical reliefs or soils that would be affected by the FLUM change.

It is not anticipated that the proposed FLUM change will negatively impact the local topography or prevent the proposed development permissible within the FLUM designation.

B. FLOODPLAINS

No floodplain information was provided in the ERS report. Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) source indicates that a small area within the subject property lies within a Special Flood Hazard Area (SFHA).

A small portion of the Subject Property is located within Zone A.

The proposed FLUM change could potentially negatively impact the function of the SFHA, however, if floodplain is impacted, compensatory storage will be required within the same defined floodplain's hydrologic sub basin as the placement of the fill pursuant to section 10.02.11 B Land Development Code.

C. VEGETATIVE COMMUNITIES

According to the ERS report, the assessment area is comprised of the following vegetative community types and features.

1. Pine Plantation (441): ± 230.31 acres
2. Hydric Pine Flatwoods (625): ± 146.25 acres
3. Graded/Drained Road (8145): ± 3.30 acres

There are wetlands located on the property and any impacts will be permitted through St. Johns River Water Management District (SJRWMD) and/or the Florida Department of Environmental Protection (FDEP).

There are extensive wetlands on the property of undetermined quality. The Uniform Mitigation Assessment Method (UMAM) sheets are required to determine quality on site. Consistent with the Comprehensive Plan, all potentially high quality wetlands that are larger than 10 acres are to be designated Conservation on the Future Land Use Map.

D. PROTECTED SPECIES DISTRIBUTION/ WILDLIFE UTILIZATION

The submitted ERS report documents that Potentially Occupied Gopher Tortoise (*Gopherus polyphemus)* burrows were located on-site. The wood stork *(Mycteria americana)* and Florida Black Bear (*Ursus americanus floridanus)* was noted as having a likely probability of occurrence.

There is potential for wildlife to utilize the property as it is mostly surrounded by other vacant land (it is important to note however that the vacant lands to the north and to the east, are slated for development in the future). Wildlife utilization may change over time due to various factors. To

ensure that the referenced species and any potentially occurring species in the future, the Unified Land Development Code (Section 10.04.03.A, LDC) requires that a listed species study is performed by a Qualified Environmental Professional (QEP) at site plan or preliminary plat. Further, a study is valid for one year for the property that was investigated to capture any changes in wildlife utilization.

The proposed FLUM amendment will not change the need to relocate the Gopher Tortoise prior to any development activities. This need remains no matter the FLUM designation.

E. GROUNDWATER RESOURCE PROTECTION
The Subject Property contains three (3) known well sites.

The amendment is not within an aquifer recharge area but does have multiple wellsite's located throughout the Subject Property.

The proposed land use change is not anticipated to impact groundwater resources pursuant all guidelines are followed. These wellsite's will require a Primary Wellhead Protection Zone with a fixed 500-foot radial setback distance and be required to adhere to Restrictions within wellhead primary and secondary protection zones pursuant to section 10.03.05 of the Land Development Code.

F. HISTORICAL RESOURCES
A Cultural Resource report was previously provided. They performed 130 total shovel tests, which resulted in no archeological or historic resources being identified. Based on the report, the proposed FLUM amendment will have no adverse impact on historical or cultural resources.

G. Detailed explanation regarding which goals, objectives and policies that the proposed FLUM amendment is consistent with and/or implements.
The proposed amendment is consistent with Policy 1.1.4.5, the potential of additional residential use along a major collector (Seminole Woods Blvd.) is appropriate. Furthermore, Seminole Woods Blvd. as a collector road provides direct access to a major commercial corridor in the City (State Road 100), as well as one of the main north-south routes in the County (US-1). Finally, water and wastewater mains are within proximate distance of the project site and will be extended by the developer/property owner.

H. Land Use Compatibility Analysis
The Cascades Master Planned Development (MPD) is compatible with surrounding development and City planning policies for the following reasons:

1) **Consistency with the Comprehensive Plan**
   The property is designated **Residential and Conservation** in the City's Comprehensive Plan, and the proposed development fits those designations.
   - The project proposes **up to 780 residential units** within a planned community setting, consistent with planned residential growth expectations.
   - Large areas of natural land are preserved in conservation tracts, supporting the Comprehensive Plan policies for:
     - Protecting sensitive lands
     - Maintaining open space

- Ensuring environmentally responsible development

The City Council has already determined in the agreement that the project is consistent with the Comprehensive Plan and LDC.

2) **Compatibility with Adjacent Land Uses**

The surrounding area consists primarily of residential neighborhoods and conservation land. The Cascades development is compatible because:

- It introduces **residential uses similar in type and density** to other nearby residential communities.
- Conservation tracts on-site provide **natural buffering** from adjacent properties.
- No incompatible industrial, commercial, or high-intensity land uses are proposed.

This matching development character helps ensure smooth transition from the site to the surrounding community.

3) **Land Use Pattern & Site Layout**

The Conceptual Master Plan lays out the project in a way that intentionally supports compatibility:

- Each tract is designated for either **single-family homes, townhomes, or conservation**, consistent with planned community design.
- An interconnected roadway and sidewalk system links all areas internally and supports safe travel without overburdening adjacent communities.
- Recreation areas, stormwater ponds, and open space are distributed throughout the site to create visual separation and soften the development's edges.

  This results in a community that is integrated, functional, and harmonious with the area.

4) **Adequate Infrastructure and Services**

The development agreement requires:

- Central City water and sewer service
- Stormwater treatment systems meeting St. Johns River Water Management District and City standards
- On-site roads, access points, sidewalks, and recreation constructed by the developer

  This prevents strain on existing public facilities and ensures that services required for the development are properly provided.

5) **Environmental Compatibility**

The agreement reinforces environmental compatibility by:

- Maintaining significant conservation acreage
- Requiring compliance with state and federal regulations for wetlands and wildlife
- Implementing best management practices for erosion and water quality
- Ensuring natural buffers where required

  These measures protect natural resources and help the project coexist responsibly with the environment.

6) **Open Space & Community Amenities**

The project must provide at least 20% open space, including stormwater features, parks, and natural areas. In addition:

- Amenity areas such as trails, clubhouse, pool, dog park, and passive recreation

strengthen community quality of life.

- Requirements for private maintenance through a property owners association ensure long-term upkeep.
  This helps the development blend well with the residential character of the surrounding area and supports neighborhood livability.

Conclusion: Overall, the Cascades MPD is land-use compatible because:

- It aligns with the City's Comprehensive Plan designations.
- It introduces residential uses consistent with surrounding neighborhoods.
- Its site design incorporates buffers, open space, and infrastructure to mitigate impacts.
- Environmental systems and natural areas are protected and preserved.
- Required improvements are funded and built by the developer, avoiding a burden to the public.

7) Intergovernmental Coordination Analysis

- The Cascades MPD coordinates effectively with all required government agencies. The development agreement requires the owner to obtain all City, County, state, and federal permits before construction, ensuring compliance with environmental, utility, transportation, and public safety regulations.
- Stormwater design and environmental impacts must meet the standards of the St. Johns River Water Management District, FDEP, and wildlife permitting agencies if protected species are present. The project also aligns with Flagler County conservation goals, including previously dedicated conservation lands.
- The City of Palm Coast will provide water, wastewater, and fire protection services, and the developer must construct all necessary infrastructure and pay all required fees. Transportation impacts are reviewed during site planning to ensure roadway capacity is adequate.
- Overall, the project appropriately coordinates with all applicable agencies and regulations and is structured to remain compliant with future changes in law or policy.

5. Neighborhood Meeting Documentation per LDC Sec. 2.05.02. This requirement shall be met during the application process prior to being considered during a public hearing.
Applicant will hold the required neighborhood meeting at least 14 days prior to the Planning Board Meeting per code requirements.

6. Please provide a map of the subject area for this FLUM amendment.
Will provide.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

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CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

June 16, 2026

City of Palm Coast
Attn: Jose Papa, Project Manager
160 Lake Avenue
Palm Coast, FL 32164
Via Portal

RE: Cascades at Grand Landings (Seminole Trace)
Rezoning Master Planned Development
Application Number 6418

Dear Mr. Papa:

On behalf of the applicant, please accept this response to the City's request for additional information dated January 14, 2026, regarding the above-referenced application. Each item has been addressed as follows:

1. **Map of Subject Area for Proposed Zoning Map Amendment**

A map depicting the subject property and surrounding area is attached with this submittal. The exhibit clearly identifies the boundaries of the rezoning request and its relationship to adjacent parcels, roadways, and existing development patterns, consistent with City requirements.

2. **Transportation Impact Analysis (TIA)**

A Traffic Impact Analysis has been prepared by ETM and is attached in coordination with City staff and in accordance with the applicable methodology requirements for rezoning applications.

The analysis evaluates existing, vested, and future conditions and concludes that the proposed rezoning will not result in significant adverse impacts to the surrounding roadway network. Any required improvements identified through the analysis will be implemented in accordance with City standards at the appropriate stage of development review and permitting.

6. **Neighborhood Meeting Documentation (LDC Sec. 2.05.02)**

The required neighborhood meeting will be scheduled and conducted in accordance with LDC Section 2.05.02 **prior to Planning Board consideration**. Documentation of the meeting, including notices, attendance, and summary of comments, will be provided for the record in advance of the public hearing.

Applicant remains committed to meaningful community engagement as part of the rezoning process.

Amendment to Application and Subject Property

The Applicant hereby provides formal notice of a revision to the application to clarify the parties and property subject to the requested rezoning.

Specifically, **JTL Grand Landings Development** is withdrawing as an applicant to this request, and the real property associated with JTL Grand Landings Development, as more particularly described in **Exhibit "A"**, is hereby removed from the application.

Accordingly, the application shall proceed solely with respect to the property owned or controlled by **KL Seminole Trace, LLC and Byrndog PCP, LLC**, as legally described in **Exhibit "B"** which is incorporated herein by reference.

In this light, a redline to the MPD Development Agreement is provided.

This modification reduces the geographic scope of the application and does not increase density, intensity, or impacts associated with the proposed rezoning. To the extent necessary, updated exhibits and legal descriptions will be provided to conform to the revised application boundary.

Conclusion and Completeness Position

The Applicant has made a good-faith and comprehensive effort to address each item identified in the City's January 14, 2026 correspondence. The remaining items consist of procedural or ministerial steps that will be completed in the normal course prior to public hearing.

The revision to the application described herein constitutes a **reduction in scope** and does not represent a substantive change to the requested rezoning or its anticipated impacts.

Accordingly, the Applicant respectfully requests that the City:

- Deem the application sufficient for continued processing; and
- Proceed with scheduling the application for Planning Board consideration upon completion of the remaining ministerial items.

The Applicant remains available to coordinate with staff and provide any additional clarification as needed

Sincerely,

Michael D. Chiumento
Managing Partner
MDC/cm

Enclosures

EXHIBIT "A"

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

EXHIBIT "B"

BYRNDOG PCP, LLC

A PART OF GOVERNMENT SECTIONS 29, 30, 31, AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT SECTION 32; THENCE SOUTH 00°45'50" WEST ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 54°30'21" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 193.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47°42'22" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.69 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 444.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°59'15" WEST AND A CHORD DISTANCE OF 334.30 FEET TO THE END OF SAID CURVE; THENCE NORTH 40°13'09" WEST, A DISTANCE OF 26.42 FEET; THENCE NORTH 03°30'47" EAST, A DISTANCE OF 112.57 FEET; THENCE NORTH 36°11'00" WEST, A DISTANCE OF 131.13 FEET; THENCE NORTH 59°28'43" EAST, A DISTANCE OF 82.30 FEET; THENCE NORTH 28°33'26" EAST, A DISTANCE OF 137.09 FEET; THENCE NORTH 66°49'26" EAST, A DISTANCE OF 38.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 144.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°05'15" WEST AND A CHORD DISTANCE OF 140.48 FEET TO THE END OF SAID CURVE; THENCE NORTH 63°53'15" WEST, A DISTANCE OF 132.81 FEET; THENCE NORTH 83°44'41" WEST, A DISTANCE OF 162.45 FEET; THENCE NORTH 17°06'30" WEST, A DISTANCE OF 292.28 FEET; THENCE NORTH 14°47'18" EAST, A DISTANCE OF 47.30 FEET; THENCE SOUTH 85°17'37" EAST, A DISTANCE OF 136.71 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 15.52 FEET; THENCE SOUTH 18°34'29" EAST, A DISTANCE OF 65.03 FEET; THENCE NORTH 71°25'31" EAST, A DISTANCE OF 100.68 FEET; THENCE NORTH 21°33'01" WEST, A DISTANCE OF 82.53 FEET; THENCE NORTH 61°12'04" EAST, A DISTANCE OF 66.95 FEET; THENCE NORTH 41°21'12" EAST, A DISTANCE OF 40.07 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 320.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 216.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 26°54'34" WEST AND A CHORD DISTANCE OF 212.64 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87°01'59" WEST, A DISTANCE OF 48.33 FEET; THENCE SOUTH 70°29'11" WEST, A DISTANCE OF 72.33 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 540.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 29°18'27" WEST AND A CHORD DISTANCE OF 349.89 FEET TO THE END OF SAID CURVE; THENCE NORTH 42°24'06" WEST, A DISTANCE OF 51.18 FEET; THENCE NORTH 00°06'49" WEST, A DISTANCE OF 99.39 FEET; THENCE NORTH 26°40'30" EAST,

A DISTANCE OF 70.76 FEET; THENCE NORTH 12°17'04" EAST, A DISTANCE OF 84.43 FEET; THENCE NORTH 23°30'30" EAST, A DISTANCE OF 101.77 FEET; THENCE SOUTH 66°15'40" EAST, A DISTANCE OF 103.83 FEET; THENCE NORTH 86°49'06" EAST, A DISTANCE OF 114.78 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1183.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.50 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 05°19'07" WEST AND A CHORD DISTANCE OF 164.37 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21°37'07" WEST AND A CHORD DISTANCE OF 85.33 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 25°26'59" WEST AND A CHORD DISTANCE OF 51.44 FEET TO THE END OF SAID CURVE; THENCE SOUTH 83°58'47" WEST, A DISTANCE OF 67.38 FEET; THENCE NORTH 03°17'29" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 79°50'54" WEST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 78°44'40" WEST, A DISTANCE OF 70.73 FEET; THENCE NORTH 15°30'24" WEST, A DISTANCE OF 133.32 FEET; THENCE NORTH 42°05'59" WEST, A DISTANCE OF 75.46 FEET; THENCE NORTH 49°14'06" EAST, A DISTANCE OF 113.35 FEET; THENCE NORTH 06°24'03" EAST, A DISTANCE OF 75.63 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 151.75 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 520.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 116.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 49°06'01" WEST AND A CHORD DISTANCE OF 116.00 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 692.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 298.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°21'24" WEST AND A CHORD DISTANCE OF 295.97 FEET TO THE END OF SAID CURVE; THENCE NORTH 71°59'00" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 582.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 85.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°48'41" WEST AND A CHORD DISTANCE OF 85.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1214.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 53.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°51'33" WEST AND A CHORD DISTANCE OF 53.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 77°52'40" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 507.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 20°56'54" WEST AND A CHORD DISTANCE OF 338.99 FEET TO THE END OF SAID CURVE; THENCE NORTH 29°41'42" WEST, A DISTANCE OF 11.82 FEET; THENCE SOUTH 69°27'08" WEST, A DISTANCE OF 39.11 FEET TO THE POINT OF CURVE OF A

CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 855.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 63°08'36" WEST AND A CHORD DISTANCE OF 187.91 FEET TO THE END OF SAID CURVE; THENCE SOUTH 58°53'20" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 31°30'01" WEST, A DISTANCE OF 97.29 FEET; THENCE SOUTH 72°01'17" WEST, A DISTANCE OF 73.49 FEET; THENCE SOUTH 53°56'11" WEST, A DISTANCE OF 170.90 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 13.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 56°12'02" WEST AND A CHORD DISTANCE OF 13.83 FEET TO THE END OF SAID CURVE; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 66.83 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 19°31'27" EAST, A DISTANCE OF 57.00 FEET; THENCE SOUTH 70°28'33" WEST, A DISTANCE OF 222.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 66.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 64°05'51" WEST AND A CHORD DISTANCE OF 66.66 FEET TO THE END OF SAID CURVE; THENCE SOUTH 44°42'49" EAST, A DISTANCE OF 38.23 FEET; THENCE SOUTH 04°24'29" EAST, A DISTANCE OF 57.39 FEET; THENCE SOUTH 23°08'51" WEST, A DISTANCE OF 157.59 FEET; THENCE SOUTH 84°09'56" WEST, A DISTANCE OF 88.02 FEET; THENCE NORTH 76°31'00" WEST, A DISTANCE OF 61.67 FEET; THENCE SOUTH 33°00'24" WEST, A DISTANCE OF 153.70 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 969.48 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 492.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18°26'42" WEST AND A CHORD DISTANCE OF 487.50 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 387.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 77°43'25" WEST AND A CHORD DISTANCE OF 309.01 FEET TO THE END OF SAID CURVE; THENCE NORTH 53°04'12" EAST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 109.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 15°26'03" EAST AND A CHORD DISTANCE OF 95.03 FEET TO THE END OF SAID CURVE; THENCE NORTH 03°14'25" EAST, A DISTANCE OF 35.46 FEET; THENCE NORTH 73°12'35" WEST, A DISTANCE OF 104.13 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 165.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 146.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 81°21'53" WEST AND A CHORD DISTANCE OF 141.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°56'21" WEST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1135.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 55°09'11"

WEST AND A CHORD DISTANCE OF 36.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°37'58" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1230.30 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°39'57" WEST AND A CHORD DISTANCE OF 201.67 FEET TO THE END OF SAID CURVE; THENCE SOUTH 48°17'05" EAST, A DISTANCE OF 46.94 FEET; THENCE SOUTH 14°59'46" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 12°20'37" EAST, A DISTANCE OF 15.93 FEET; THENCE SOUTH 46°22'21" EAST, A DISTANCE OF 32.63 FEET; THENCE SOUTH 01°00'31" WEST, A DISTANCE OF 79.06 FEET; THENCE NORTH 86°42'07" EAST, A DISTANCE OF 144.98 FEET; THENCE NORTH 41°20'41" EAST, A DISTANCE OF 36.82 FEET; THENCE SOUTH 70°48'37" EAST, A DISTANCE OF 121.06 FEET; THENCE SOUTH 02°33'13" WEST, A DISTANCE OF 60.02 FEET; THENCE SOUTH 36°07'13" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 57°06'19" WEST, A DISTANCE OF 156.83 FEET; THENCE NORTH 33°12'18" EAST, A DISTANCE OF 29.33 FEET; THENCE SOUTH 86°42'07" WEST, A DISTANCE OF 131.46 FEET; THENCE SOUTH 24°24'44" WEST, A DISTANCE OF 18.02 FEET; THENCE NORTH 87°51'56" WEST, A DISTANCE OF 63.67 FEET; THENCE NORTH 13°11'13" WEST, A DISTANCE OF 74.87 FEET; THENCE NORTH 57°11'17" WEST, A DISTANCE OF 83.28 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 98.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 70°39'19" WEST AND A CHORD DISTANCE OF 97.55 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 220.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 58°05'32" WEST AND A CHORD DISTANCE OF 205.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 20°57'21" WEST, A DISTANCE OF 55.00 FEET; THENCE NORTH 59°29'11" EAST, A DISTANCE OF 88.23 FEET; THENCE NORTH 23°08'02" EAST, A DISTANCE OF 139.98 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 123.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°45'33" EAST AND A CHORD DISTANCE OF 121.28 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1520.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 218.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°14'55" EAST AND A CHORD DISTANCE OF 218.06 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35°36'42" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1415.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'49" EAST AND A CHORD DISTANCE OF 38.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55°56'21" EAST, A DISTANCE OF 44.41 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 101.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF

NORTH 68°15'21" EAST AND A CHORD DISTANCE OF 100.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 09°25'38" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 345.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 154.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86°33'56" EAST AND A CHORD DISTANCE OF 153.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 25°17'37" EAST, A DISTANCE OF 11.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 779.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 710.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°04'25" WEST AND A CHORD DISTANCE OF 686.33 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 201.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°21'32" EAST AND A CHORD DISTANCE OF 196.41 FEET TO THE END OF SAID CURVE; THENCE NORTH 56°07'39" WEST, A DISTANCE OF 30.37 FEET; THENCE SOUTH 89°16'24" WEST, A DISTANCE OF 307.76 FEET; THENCE SOUTH 69°45'47" WEST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 49°59'01" WEST, A DISTANCE OF 58.05 FEET; THENCE SOUTH 36°16'26" WEST, A DISTANCE OF 171.87 FEET; THENCE NORTH 87°01'20" WEST, A DISTANCE OF 167.32 FEET; THENCE NORTH 12°41'32" WEST, A DISTANCE OF 111.63 FEET; THENCE NORTH 17°24'53" EAST, A DISTANCE OF 146.82 FEET; THENCE NORTH 16°21'20" WEST, A DISTANCE OF 67.14 FEET; THENCE NORTH 42°05'14" WEST, A DISTANCE OF 101.85 FEET; THENCE NORTH 07°04'46" EAST, A DISTANCE OF 147.63 FEET; THENCE NORTH 18°27'49" EAST, A DISTANCE OF 237.18 FEET; THENCE SOUTH 73°05'38" EAST, A DISTANCE OF 76.78 FEET; THENCE SOUTH 44°03'10" EAST, A DISTANCE OF 292.20 FEET; THENCE SOUTH 28°55'57" EAST, A DISTANCE OF 299.86 FEET; THENCE NORTH 89°16'24" EAST, A DISTANCE OF 370.38 FEET; THENCE SOUTH 56°07'39" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 84.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°59'29" EAST AND A CHORD DISTANCE OF 83.86 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 113.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 51°39'56" EAST AND A CHORD DISTANCE OF 113.75 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 316.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 82°01'07" EAST AND A CHORD DISTANCE OF 298.93 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 508.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 258.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 78°54'27" EAST AND A CHORD DISTANCE OF 255.35 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 61.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING

OF NORTH 77°45'08" EAST AND A CHORD DISTANCE OF 61.20 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 270.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°27'11" EAST AND A CHORD DISTANCE OF 242.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 19°51'24" EAST, A DISTANCE OF 127.75 FEET; THENCE NORTH 70°28'33" EAST, A DISTANCE OF 236.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 27.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 63°35'43" EAST AND A CHORD DISTANCE OF 27.55 FEET TO THE END OF SAID CURVE; THENCE SOUTH 33°17'07" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 6.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°19'32" EAST AND A CHORD DISTANCE OF 6.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 24.79 FEET; THENCE NORTH 36°03'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 53°56'11" EAST, A DISTANCE OF 179.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 280.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°41'40" EAST AND A CHORD DISTANCE OF 279.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 69°27'08" EAST, A DISTANCE OF 28.57 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°37'38" WEST AND A CHORD DISTANCE OF 223.72 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°44'46" WEST AND A CHORD DISTANCE OF 77.61 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 1262.18 FEET; THENCE NORTH 74°58'14" EAST, A DISTANCE OF 1393.40 FEET; THENCE SOUTH 08°33'17" EAST, A DISTANCE OF 1204.63 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 231.71 FEET; THENCE SOUTH 19°36'50" WEST, A DISTANCE OF 119.80 FEET; THENCE SOUTH 23°03'10" EAST, A DISTANCE OF 266.90 FEET; THENCE NORTH 61°27'01" EAST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 21°31'33" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 24°44'50" EAST, A DISTANCE OF 109.86 FEET; THENCE SOUTH 02°50'42" EAST, A DISTANCE OF 443.43 FEET; THENCE SOUTH 38°46'38" EAST, A DISTANCE OF 155.36 FEET; THENCE SOUTH 05°31'05" EAST, A DISTANCE OF 521.33 FEET; THENCE NORTH 73°59'21" EAST, A DISTANCE OF 259.08 FEET; THENCE NORTH 30°18'30" EAST, A DISTANCE OF 338.21 FEET; THENCE NORTH 56°02'13" EAST, A DISTANCE OF 256.60 FEET; THENCE NORTH 17°18'02" WEST, A DISTANCE OF 245.64 FEET; THENCE NORTH 87°58'47" WEST, A DISTANCE OF 188.15 FEET; THENCE NORTH 43°23'44" WEST, A DISTANCE OF 70.31 FEET; THENCE NORTH

15°25'25" EAST, A DISTANCE OF 131.43 FEET; THENCE NORTH 08°57'10" WEST, A DISTANCE OF 221.74 FEET; THENCE NORTH 87°20'40" EAST, A DISTANCE OF 215.08 FEET; THENCE SOUTH 61°08'13" EAST, A DISTANCE OF 365.39 FEET; THENCE NORTH 12°27'20" WEST, A DISTANCE OF 282.17 FEET; THENCE NORTH 22°28'43" EAST, A DISTANCE OF 424.41 FEET; THENCE NORTH 28°35'48" WEST, A DISTANCE OF 795.82 FEET; THENCE SOUTH 54°59'59" WEST, A DISTANCE OF 426.05 FEET; THENCE SOUTH 17°21'11" EAST, A DISTANCE OF 363.39 FEET; THENCE SOUTH 27°42'03" EAST, A DISTANCE OF 252.43 FEET; THENCE SOUTH 43°50'42" EAST, A DISTANCE OF 194.13 FEET; THENCE SOUTH 03°24'22" WEST, A DISTANCE OF 68.13 FEET; THENCE SOUTH 89°33'00" WEST, A DISTANCE OF 376.08 FEET; THENCE NORTH 40°54'31" WEST, A DISTANCE OF 373.09 FEET; THENCE NORTH 07°01'37" WEST, A DISTANCE OF 373.59 FEET; THENCE NORTH 27°35'02" EAST, A DISTANCE OF 477.92 FEET; THENCE NORTH 83°09'02" WEST, A DISTANCE OF 296.11 FEET; THENCE NORTH 39°33'00" WEST, A DISTANCE OF 205.29 FEET; THENCE NORTH 16°56'05" EAST, A DISTANCE OF 492.36 FEET; THENCE NORTH 75°07'44" EAST, A DISTANCE OF 547.25 FEET; THENCE SOUTH 24°13'34" EAST, A DISTANCE OF 1824.65 FEET; THENCE SOUTH 03°31'05" EAST, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE NORTH 06°32'52" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE NORTH 74°26'31" WEST, A DISTANCE OF 350.75 FEET; THENCE SOUTH 89°59'26" WEST, A DISTANCE OF 1033.69 FEET; THENCE SOUTH 00°00'34" EAST, A DISTANCE OF 1283.56 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE SOUTH 64°15'15" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 59°22'48" WEST AND A CHORD DISTANCE OF 339.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 54°30'21" WEST CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 721.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56’18” WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11’33” WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11’33” WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45’57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34’11” EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53’57” WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57’36” WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17’20” WEST, A DISTANCE

OF 724.55 FEET; THENCE NORTH 39°35’09” WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47’41” WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01’12” WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44’46” WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20’13” EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33’58” EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42’36” WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15’05” EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45’39” WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33’58” EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26’02” EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53’07” EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61’ FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33’24” EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC

DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A

DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

KL SEMINOLE TRACE, LLC, a Florida limited liability company

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 10°57’01” EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18’00” WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59’33” EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21” EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39’46” EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08’10” EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03’37” EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20’49” EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40’24” EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08’06” WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53’51” EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°18’33” WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH 31°43’36” EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°10’50” EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°13’19" WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH 85°52’14”, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH 06°18'16” WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°56’07” EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°26’34” EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°53’10” EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°53’25, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°18’43” WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 24°13’30” EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°33’29” WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°30’50” EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH 37°16’33” EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH 44°32’37” EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH 65°23’31” EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH 04°26’11” EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH 47°18'59” EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH 00°00’00” EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH 58°20’26” WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH 37°53’13” EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH 35°34’53” WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH 81°24’26” WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH 03°37’43" EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH 86°22’17" WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC CF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°02’28” WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12°40’32” WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH 76°54’14’ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°06’56” WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°16’28” WEST, 57.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH 08°44’20” WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH 05°05’05” EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 14°56’11” EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE

LEADING NORTHERLY; THENCE NORTHERLY; ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°21’58” EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH 80°14'31” WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH 09°12’34” WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25°40'33” EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 42°08'32” WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH 42°40’44" WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH 39°55’26” WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH 42°08’32” WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH 40°55’16” WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH 37°51’08” WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH 72°48’27” WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

Michael D. Chiumento
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William J. Bosch
Vincent L. Sullivan
Christy Earls
Diane A. Vidal, P.A.*
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Proudly serving Flagler and Volusia Counties for over 50 years

July 21, 2026

Jose Papa, Project Manager
City of Palm Coast
Community Development Department
160 Lake Avenue
Palm Coast, Florida 32164

Re: Response to Staff Comments – Fourth Submittal
Cascade at Grand Landings – MPD Rezoning
Application No. 6418

Dear Mr. Papa:

On behalf of the Applicant, please accept the following responses to the outstanding staff comments regarding the above-referenced Master Planned Development rezoning application. Revised plans and supporting materials are included with this resubmittal unless otherwise noted.

PLANNING PROJECT MANAGER

Comment 1
Provide updated Conceptual Master Plan Map showing new boundaries for the MPD.
Response:
The Conceptual Master Plan has been revised to reflect the current boundaries of the proposed Master Planned Development. The revised plan accurately depicts the property subject to this rezoning application.

Comment 2
Neighborhood Meeting Documentation pursuant to LDC Section 2.05.02.
Response:
We are in the process of coordinating the required meeting with City Staff. The neighborhood meeting documentation will be submitted to the City under separate cover.

PLANNING TRANSPORTATION / CONCURRENCY

Comment 1
TIA is accepted.
Response:
Acknowledged. The Applicant appreciates staff's review and acceptance of the Traffic Impact

Analysis.

Comment 2
Include proposed improvements as part of the Technical Site Plan.
Response:
The Applicant acknowledges staff's comment. A Technical Site Plan will be submitted following approval of the requested rezoning. Engineering improvements and design details appropriately addressed during technical site plan and/or preliminary plat review will be incorporated into those subsequent applications, as applicable.

TRAFFIC ENGINEER
Response:
The Applicant acknowledges the additional traffic engineering comments contained in the City's July 10, 2026 review regarding Level of Service tables, supporting analysis, intersection movements, and potential roadway improvements. These comments relate to engineering design and implementation that are appropriately addressed during the Technical Site Plan and/or Preliminary Plat review process. The Applicant will address the applicable traffic engineering comments, including any supporting analyses and engineering details, as part of those subsequent applications.

PREVIOUS STAFF COMMENTS
Public Benefit
Response:
The proposed Master Planned Development provides recognizable and material benefits to both future residents and the community. Specifically:

1. Public Utility Infrastructure. The property owner has constructed public water and wastewater utility infrastructure within the public right-of-way on behalf of the City pursuant to a utility credit agreement. This infrastructure expands the City's utility system and facilitates orderly development within this area.

2. Integrated Mixed Residential Community. The MPD provides for the coordinated development of a homogeneous mixed residential community utilizing shared amenities and common facilities under a unified master development plan.

3. Emergency Access. The development provides a public emergency access connection between Summit Woods and Citation Boulevard, improving emergency access and connectivity for the surrounding area.

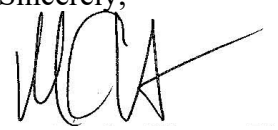
4. Well Sites. At the request of the City of Flagler Beach, the Owner will convey two (2) well sites to the City of Flagler Beach at no costs. Otherwise, the Owner will sell the two (2) sites to the City in an amount greater than $1,000,000.00.

These public improvements and coordinated planning features are provided as part of the proposed increase in development intensity and would not be required or reasonably expected under conventional zoning. Accordingly, the Applicant submits that the proposed MPD satisfies the City's findings regarding recognizable and material public benefit.

MPD Agreement
Response:
The MPD Agreement has been revised to clarify that development of the property shall occur in accordance with the Land Development Code in effect at the time of development, except where specific development standards are expressly established within the approved MPD. Except for front set backs, references creating uncertainty regarding applicable development regulations have been revised. The proposed development standards, including lot size, lot width, lot depth, and setbacks, are intended to be governed by the approved MPD while all other applicable development standards shall comply with the Land Development Code applicable during the development review process.

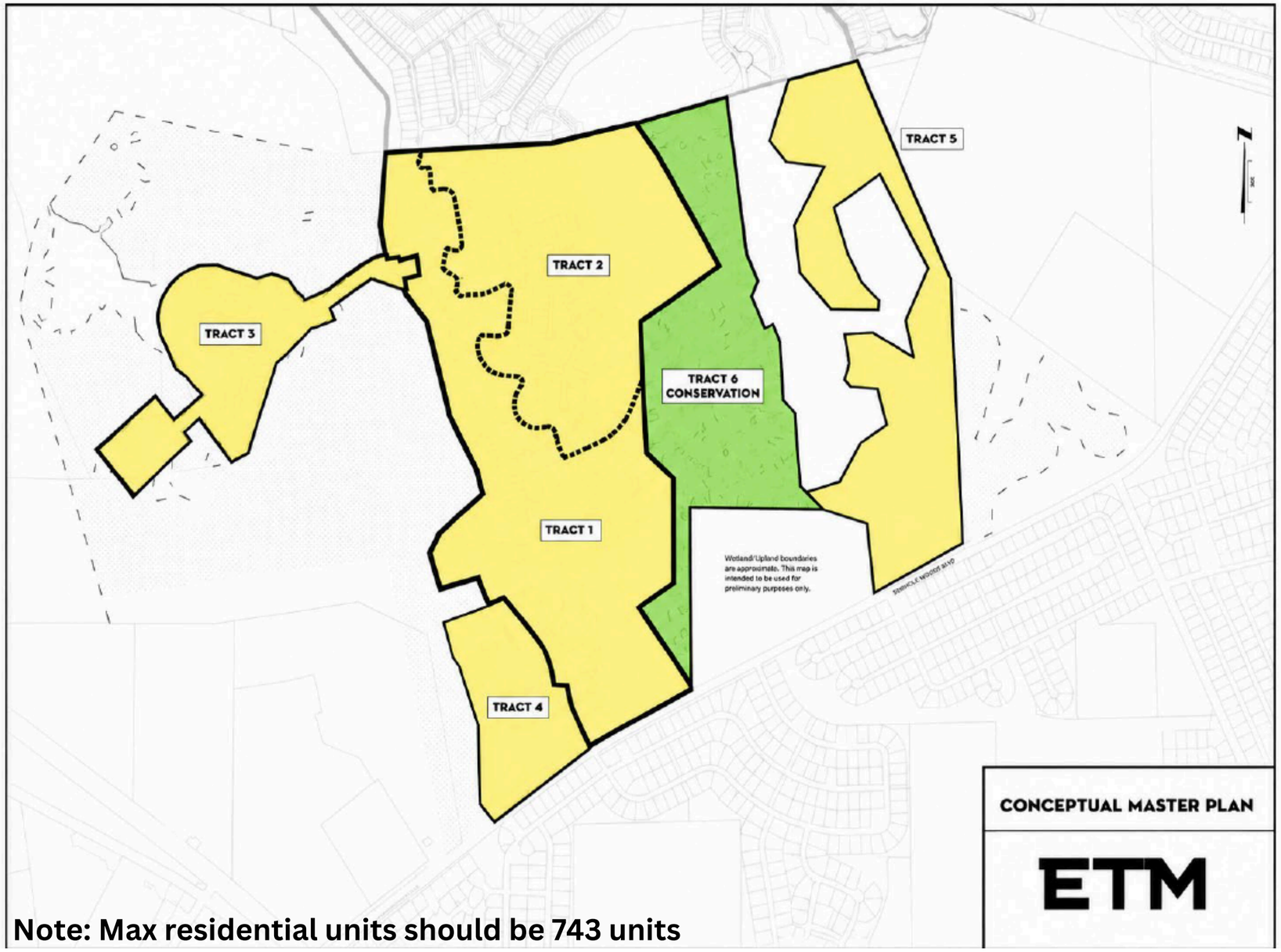
The Applicant appreciates staff's continued review of this application and respectfully requests that the application proceed to public hearing upon determination that the remaining submittal requirements have been satisfied.

Sincerely,



Michael D. Chiumento III
MDC/cm
Attorney for Applicant

Conceptual Master Plan



Note: Max residential units should be 743 units

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By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

August 13, 2026

RE: Cascades at Grand Landings
Rezoning Master Planned Development Application Number 6418
Future Land Use Amendment Small Scale Application Number 6419

Dear Mr. Papa:

On Tuesday, August 11, 2026 at 6:00 p.m., the Applicant on the above-referenced applications conducted a neighborhood information meeting held at the Flagler Palm Coast High School, 5500 FL – 100, Palm Coast, Florida 32164. As is noted by the attached sign-in sheet there were three (3) neighborhood members present at the meeting. Further present at the meeting was Jose Papa, Senior City Planner with the City of Palm Coast (also listed on the sign-in sheet), Walker Douglas as representative of the developer, and attorney Christy Earls from our firm.

During the neighborhood meeting, the attendees asked several questions regarding the applications. Below is a reproduction of those questions/concerns and the Applicant's response in *italics* directly beneath the question.

Please let us know if the City has any questions regarding this matter.

- **Concern regarding water usage associated with the proposed development.**
  The Applicant acknowledged the concern regarding water usage and explained that the proposed development will be required to comply with all applicable City requirements relating to water service, capacity, and consumption as the project proceeds through the development review and permitting process.

- **Concern regarding the potential impact of the proposed development on existing wells and groundwater availability.**
  An attendee expressed concern that her existing well appears to be experiencing reduced water availability and questioned whether the addition of new residences could further impact groundwater resources in the area. The Applicant explained that the proposed development will be required to comply with all applicable City and utility requirements regarding water service and availability.

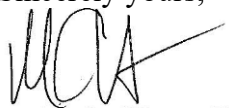
- **Concern regarding flooding during hurricanes and other significant storm events.**
  The Applicant explained that stormwater management has been incorporated into the project design, including numerous retention ponds throughout the proposed development. The stormwater management system will be required to satisfy applicable City requirements and is

intended to appropriately accommodate and mitigate stormwater impacts associated with development of the property, including during significant rainfall events.

- **Concern regarding additional traffic generated by the proposed development.**
  The Applicant explained that a traffic study will be performed to evaluate the anticipated traffic impacts associated with the proposed development. The project will be required to comply with the City's applicable transportation and traffic requirements based upon the results of that study.

- **Inquiry regarding whether a westbound left-turn lane or other roadway improvement may be necessary to accommodate traffic associated with the project.**
  City staff explained that certain improvements to the existing roadway system, including issues associated with a potential westbound left-turn lane, involve matters within the City's responsibility and control. The Applicant further explained that the project's traffic impacts will be evaluated through the required traffic study and that the development will comply with any applicable requirements identified through the City's review of that study.

Sincerely yours,



Michael D. Chiumento III

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180 BROOKHAVEN CT S
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PO BOX 70
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JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

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PALM COAST, FL 32164

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& YUNIER E FALCON MARTINEZ W&H
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PALM COAST, FL 32164

ALESSANDRI VICTOR RICHARD
& SHARON LEE H&W
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APOLLON H&W
15 SLOCUM PATH
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PALM COAST, FL 32164

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ANAHEIM, CA 92806

BAIR JOSEPH KEVIN & DIANE KAY H&W
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PALM COAST, FL 32164

BEAUVOIR JONATHAN GEORGE &
JOAN LIZ PAINSON & MARIE LISA BEAU
6 SLIGO MILL CT
PALM COAST, FL 32164

BECKWITH HERBERT &
LOIS H&W
912 N PENINSULA DR
DAYTONA BEACH, FL 32118

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOYER CLIFTON C & DEBRA G H&W
121 NIGHTHAWK LANE
PALM COAST, FL 32164

BRADY HELENA
110 NIGHTHAWK LANE
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CARLSON JOSHUA
116 NIGHTHAWK LANE
PALM COAST, FL 32164

CATALANO MICHAEL & LISA H&W
18 SLIPPER FLOWER PATH
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
P O BOX 70
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONNELLY WANDA B
39 SLIPPER ORCHID TRAIL E
PALM COAST, FL 32164

CONWAY THOMAS & CAROLYN H&W
106 NIGHTHAWK LANE
PALM COAST, FL 32164

COOK RANDY D & VICTORIA B H&W
12 SLIPPERY ROCK PL
PALM COAST, FL 32164

CROWELL SUSAN JANET
107 NIGHTHAWK LN
PALM COAST, FL 32164

DAVIS WILLIAM
& NORRIE FULFORD JTWROS
6 SLIPPER ORCHARD TRAIL W
PALM COAST, FL 32164

DE LIMA ALEX OLIVEIRA RODRIGUES &
105 NIGHTHAWK LANE
PALM COAST, FL 32164

DELEO GIA
119 NIGHTHAWK LANE
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
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OSTALKIEWICZ
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ATLANTA, GA 30339

FKH SFR M LP
FIRSTKEY HOMES
600 GALLERIA PARKWAY SUITE 300
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& MICHAEL J W&H
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NEHEMIE MOISE JTWROS
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ALVARADO GARRETT H&W
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PALM COAST, FL 32137

GUERRERO JONSON
& ANA N URRISTE
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PALM COAST, FL 32137

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PALM COAST, FL 32164

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MELBOURNE, FL 32935

HOTALING TAMMY & TODD R W&H
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HOUTZ JEFFREY & DAWN LOUISE H&W
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HUBERT KAREN T
3 SLIPPER FLOWER PATH W
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DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT
LLC
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DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

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& TATYANA Y RUZHYTSKA JTWROS
33 SLIPPER ORCHID TRL E
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KL SEMINOLE TRACE LLC
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DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

KOSIVI JOYCE
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LAGARE LAND TRUST
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PALM COAST, FL 32137

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& KRISTEN LEWIS JTWROS
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2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

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NEWTON RENEE
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BROCKTON, MA 02301

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REMISHEVSKIY W&H
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& NILDA ESMERALDA H&W
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BROOKLYN, NY 11229

SARKARY HOMI G
1 TALL TREE LANE
POUGHKEEPSIE, NY 12601

SCHOOL BOARD OF FLAGLER COUNTY
P O BOX 755
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST PO BOX 755
BUNNELL, FL 32110

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
185 CYPRESS POINT PKWY
PALM COAST, FL 32164

SOFIO DAWN
& MICHAEL ROBERT AMERI JTWROS
103 NIGHTHAWK LANE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA ANN
H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

STOLTZ WILLIAM ALAN & TERESA
ANN STOLTZ H&W
1 SLIPPERY ROCK PLACE
PALM COAST, FL 32164

THORNTON STEPHANIE ROSE & TRAVI
109 NIGHTHAWK LANE
PALM COAST, FL 32164

ZHITNIKOV SERGEY
& SVETLANA ALTMAN H&W
457 GRAND LANDINGS PKWY
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF FLAGLER BEACH FLORIDA
P O BOX 70
FLAGLER BEACH, FL 32136

CITY OF FLAGLER BEACH FLORIDA
PO BOX 70
FLAGLER BEACH, FL 32136

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS HOLDINGS, LLC
16660 DALLAS PKWY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

SCHOOL BOARD OF FLAGLER COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

DREAM FINDERS HOMES LLC
14701 PHILIPS HIGHWAY SUITE 300
JACKSONVILLE, FL 32256

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

JTL GRAND LANDINGS DEVELOPMENT LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLORES OSWALDO F & DAYMARA
CAMALLERIS-VERDECIA H&W
4 SLOGAN PLACE
PALM COAST, FL 32164

GONCALVES JOSE M CORDEIRO
& PAULA CRISTINA ANDRE CACOILO G(
5 SLOCUM PATH
PALM COAST, FL 32164

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

MELENDEZ JOHN STEPHON
& EVELYN REYES JTWROS
2 SLOGAN PLACE
PALM COAST, FL 32164

MESSINA THERESA ANN & JOHN JR W8
6 SLOGAN PL
PALM COAST, FL 32164

MUNDY WILLIAM JAMES &
CHRISTINA MARIE MUNDY H&W
2 SLOCUM PATH
PALM COAST, FL 32164

OTLR BMO 2 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST PO BOX 755
BUNNELL, FL 32110

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SHOCKLEY SARA IRLAND
3 SLOGAN PLACE
PALM COAST, FL 32164

SW PROPERTY HOLDINGS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

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C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

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BUNNELL, FL 32110

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DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

DREAM FINDERS HOMES LLC
14701 PHILIPS HWY
JACKSONVILLE, FL 32256

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

JTL GRAND LANDINGS DEVELOPMENT
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

KL SEMINOLE TRACE LLC
105 1ST STREET
DELRAY BEACH, FL 33444

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

GIORDANO MICHAEL & MARIA
130 NEW VALLEY RD
NEW CITY, NY 10956

GRAYBEAL STEVEN
22 SLOGAN PLACE
PALM COAST, FL 32164

JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
16 SLOGAN PLACE
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

MCDONALD GLADSTONE
96 INTERBORO PKWY
BROOKLYN, NY 11207

NEIMAND WOLFGANG &
NEREIDA NEIMAND
1837 W 5 TH ST
PISCATAWAY, NJ 08854

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
28 BURNHAM DRIVE
FORDS, NJ 08863

SEAGATE HOMES LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32134

SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

AARON WANDA LYNN
105 SLOGANEER TRAIL
PALM COAST, FL 32164

AGUILAR IRMA & ANNA TORRES
359 LINCOLN STREET
WORCESTER, MA 01605

AMBROSE RONALD & DIANNE H&W
11 SLOGANEER TRAIL
PALM COAST, FL 32164

AME FAMILY HOLDINGS LLC
53013 E COLONIAL DR # 130
ORLANDO, FL 32807

ANGERT YAKOV &
VICTORIA ANGERT
7375 SW 101ST AVE
BEAVERTON, OR 97008

APOLLON MUSSET D & MEARRHA
APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

APOLLON MUSSET DENISARD &
MEARRHA APOLLON H&W
15 SLOCUM PATH
PALM COAST, FL 32164

BILELLO ANTHONY J
19 SLOCUM PATH
PALM COAST, FL 32164

BOTELHO ERIC
& MELISSA R ROSENTHAL JTWROS
23 SLOGANEER TRL
PALM COAST, FL 32164

BYRNDOG PCP, LLC
180 BROOKHAVEN CT S
PALM COAST, FL 32164

CAIN JAMES C & BRITTNEY M H&W
17 SLOCUM PATH
PALM COAST, FL 32164

CHAN KIMLEANG & SEAVKONG TANN A
103 SLOGANEER TRL
PALM COAST, FL 32164

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CONDUS THOMAS L &
PRESENTACION AMC
118 CHURCH STREET
LAKE RONKONKOMA, NY 11779

CORRALIZA PARBATIE
& EDDUNIO J CORRALIZA W&H
5 SLOGAN COURT
PALM COAST, FL 32164

COTTO CHRISTIAN
4 SLOCUM PATH
PALM COAST, FL 32164

DENTON JOLENE
3249 CLUBSIDE VIEW COURT
SNELLVILLE, GA 30039

DUBOIS DAVID A &
RHONDA M H&W
27 SLOGANEER TRL
PALM COAST, FL 32164

DUFFY CHRISTINA D
194 ADAMS WAY
SAYVILLE, NY 11782

EATON STEPHEN & SUSAN H&W
27 SLOCUM PATH
PALM COAST, FL 32164

EBSCO INTEGRA WOODS LLC
C/O JMG REALTY, INC
6 CONCOURSE PKWY STE 600
ATLANTA, GA 30328

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

FLAGLER COUNTY HOLDINGS LLC
PO BOX 351016
PALM COAST, FL 32135

FLORES OSWALDO F & DAYMARA
CAMALLERIS-VERDECIA H&W
4 SLOGAN PLACE
PALM COAST, FL 32164

FLOYD APRIL LENORE & MATTHEW JR
21 SLOCUM PATH
PALM COAST, FL 32164

GIORDANO MICHAEL &
MARIA
130 NEW VALLEY RD
NEW CITY, NY 10956

GONCALVES JOSE M CORDEIRO
& PAULA CRISTINA ANDRE CACOILO G(
5 SLOCUM PATH
PALM COAST, FL 32164

GRAYBEAL STEVEN
22 SLOGAN PLACE
PALM COAST, FL 32164

HUTCHINS ALEXANDRIA ANN &
CHRISTINA ROSE HUTCHINS JTWROS
29 SLOGANEER TRL
PALM COAST, FL 32164

JACOBS BRANDON L
& DIANA E H&W
5 SLOGAN PLACE
PALM COAST, FL 32164

JEAN ISNOR
& WALLY ALEXANDRE & MAX CHARLES
16 SLOGAN PLACE
PALM COAST, FL 32164

KL SEMINOLE TRACE LLC
105 NE 1ST STREET
DELRAY BEACH, FL 33444

LAMBERT JOANNE TRUSTEE
150 STANDISH DRIVE
ORMOND BEACH, FL 32176

LAU AGNES
LIFE ESTATE
8 SLOCUM PATH
PALM COAST, FL 32164

MANJARRES CHASE & SALINA H&W
6 SLOCUM PATH
PALM COAST, FL 32164

MARKS KRISTINE A
8 SLOGANEER TRAIL
PALM COAST, FL 32164

MCDONALD GLADSTONE
96 INTERBORO PKWY
BROOKLYN, NY 11207

MELENDEZ JOHN STEPHON
& EVELYN REYES JTWROS
2 SLOGAN PLACE
PALM COAST, FL 32164

MESSINA THERESA ANN & JOHN JR W8
6 SLOGAN PL
PALM COAST, FL 32164

MITTEL FRED &
LYNNE H&W
25 SLOGANEER TRAIL
PALM COAST, FL 32164

MONTERO ALBERTO ZELEDON
& OLGA VIRGINIA MESEN MURILLO H&\
14 SLOCUM PATH
PALM COAST, FL 32164

MUNDY WILLIAM JAMES &
CHRISTINA MARIE MUNDY H&W
2 SLOCUM PATH
PALM COAST, FL 32164

NEIMAND WOLFGANG &
NEREIDA NEIMAND
1837 W 5 TH ST
PISCATAWAY, NJ 08854

OTLR BMO 2 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

OTLR BMO 3 LLC
11900 N BAYSHORE DRIVE
MIAMI, FL 33181

OVERTON SCOTT GERALD SR &
JULIE ANNETTE OVERTON H&W
15 SLOGANEER TRAIL
PALM COAST, FL 32164

PAGAN DANIEL & KIMBERLY R H&W
4 SLOGANEER TRAIL
PALM COAST, FL 32164

PALM COAST SLOGAN LLC
304 S JONES BLVD #5313
LAS VEGAS, NV 89107

PANIAGUA LILY C
172 NEWBURY ST
BROCKTON, MA 02301

PANIAGUA LILY
172 NEWBURY ST
BROCKTON, MA 02301

RAMSARAN RICARDO
7 SLOGAN PLACE
PALM COAST, FL 32164

REID FLUERETTE &
KAYLA MONIQUE REID JTWROS
4019 GUNTHER AVENUE
BRONX, NY 10466

ROMULO AGNES A & ANTHONY W&H &
CHARLES ANTHONY ROMULO
28 BURNHAM DRIVE
FORDS, NJ 08863

SCHOOL BOARD OF FLAGLER
COUNTY FLORIDA
3039 HIGHWAY 100 EAST (PO BOX 755)
BUNNELL, FL 32110

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COUNTY FLORIDA
3039 HIGHWAY 100 EAST PO BOX 755
BUNNELL, FL 32110

SEAGATE HOMES LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32134

SFR JV-2 2022-2 BORROWER LLC
TRICON RESIDENTIAL C/O RYAN LLC P
SCOTTSDALE, AZ 85261

SG FLAGLER HOLDINGS LLC
185 CYPRESS POINT PKWY STE 7
PALM COAST, FL 32164

SHARPE JANE M
14 SLOGAN PLACE
PALM COAST, FL 32164

SHOCKLEY SARA IRLAND
3 SLOGAN PLACE
PALM COAST, FL 32164

SLOVAK JOHN L AND
HELLEN J (TRUSTEES)
200 W CR 330
BUNNELL, FL 32110

SMITH CONNOR CHRISTIAN
& ALEXANDRA MARIE MASON JTWROS
17 SLOGANEER TRL
PALM COAST, FL 32164

SW PROPERTY HOLDINGS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

WANDZILAK MICHAEL DAVID &
GLORIA H&W
6 SLOGAN CT
PALM COAST, FL 32164

Cascades

NEIGHBORHOOD MEETING – TUESDAY August 11, 2026

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS
Hellen Stanard	200 CR 330	405-317-9173	
John Stanard	200 CR 330		
Eddunio J. Correa/iz	5 Slogan Ct	305-773-0992	eddunioCorrea/iza@gmail.c
José Papa	160 Lake Ave		jpapa@palmcoastgov.com

NOTIFICATION AFFIDAVIT FOR COMPREHENSIVE PLAN AMENDMENT & ZONING MAP AMENDMENT (REZONING) PUBLIC HEARING

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 30 day of July, 2026 personally appeared Thomas Davidson who after providing personally Known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

2 signs have been posted on the subject property as described with **Application #** 6418 & 6419
(# of signs)

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

AND/OR

✓ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the City Council 1st public hearing.

AND/OR

____ At least ten (10) calendar days before the hearing date advertising the date, time, and location of the City Council 2nd public hearing.

Signature of Responsible Party

Thomas Davidson, 145 City Pl., Ste 301
Palm Coast, FL 32164
Print Name & Mailing Address

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA SEAL
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028

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

Please attach a photo of posted sign(s).

City of Palm Coast
NOTICE OF PUBLIC HEARING
Application Number:
Description of Request

NOTICE OF PUBLIC HEARING

City of Palm Coast
NOTICE OF PUBLIC HEARING

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 15, 2026 **Agenda Item:** M.1

Department	FINANCE	**Amount**	
Division	FINANCE	**Org/Account #**	
Subject:	REPORTING OF EMERGENCY AND SOLE SOURCE FOR JULY 2026		
Presenter:	**Michael McGlothlin, MBA-PA, City Manager**		

Attachments:

1. Emergency and Sole Source Purchase Report

Background:

Attached is a list of all emergency and sole source purchases for the month of July 2026, in accordance with Sec. 2.25 of Chapter 2, Article 1 Division 3 of the Code of Ordinances of the City of Palm Coast (Procurement Policy).

Recommended Action:
FOR REPORTING ONLY – VIA CITY MANAGER COMMENTS

JULY 2026 SOLE SOURCE PURCHASES					
Entry Date	**Req #**	**Total Amount**	**Vendor**	**Description**	**Department**
7/7/2026	POA 20260303	$30,000.00	MCNEIL SIGNS	SIGN FABRICATION AND LETTERING - PERMITTING AND DESIGN	STREETS MAINTENANCE
7/5/2026	POA 20261487	Increase PO $1,050.00	PAT'S PUMP & BLOWER	BLOWER REPAIR	WASTEWATER CAPITAL
7/15/2026	1770	$15,665.54	ULINE	DESK SET UPS	WATER DISTRIBUTION
7/20/2026	POA 20261126	Increase PO $4,000	COMMERCIAL ENERGY SPECIALISTS	P&T - SPLASH PAD CHEMS, UV LIGHTS, ETC.	PARKS MAINTENANCE/TRAILS
7/28/2026	1826	$14,033.75	DRAGGTEC ASPHALT	ASPLALT DRAG BOX	STREETS MAINTENANCE
EMERGENCY PURCHASES					
7/17/2026	1798	$13,493.03	MAUDLIN TRUCKS	REPAIR SERVICES FOR FIRE ENGINE 22	FLEET MANAGEMENT

City of Palm Coast, Florida
Agenda Item

Agenda Date: September 1, 2026 **Agenda Item:** N.1

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**
Subject: AGENDA WORKSHEET AND CALENDAR	
Presenter:	
Attachments: 1. Agenda Worksheet 2. Calendar	
Background:	
Recommended Action: **AGENDA WORKSHEET AND CALENDAR**	

	September 8, 2026 Workshop (9 a.m.)	**PRESENTER**
Presentation	Flagler County Housing Services	Hegedus/Gonzalez
Presentation	LDC Ordinance	Papa
Presentation	Ordinances - Utility and Fire	Duffy
	September 9, 2026 Budget Hearing (5:15 p.m.)	**PRESENTER**
	September 15, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Proclamation	Pink Army Month	Council
Proclamation	Hispanic Heritage Month	Council
Proclamation	Stormwater Awareness Week	Council
Appointments	PLDRB/AHAC/Code Enforcement	Council
Ordinance 1st	Adoption of the LDC	Nguyen
Resolution	Flagler County Housing Services - Amend LHAP Housing Development Allocation	Hegedus/Gonzalez
Resolution	CCI Grant Agreement	Nguyen
Resolution	Second Amendment to the ILA for Public School Facility Planning	Papa
Resolution	Sunsetting the BEAC	Nguyen
Resolution	Hydraulic Modeling	Roche
Resolution	Eductors	Roche
	September 23, 2026 Final Budget Hearing (5:15 p.m.)	**PRESENTER**
Resolution	Final Proposed Budgets	Alves
Resolution	Fleet Purchases	Mancill
	October 6, 2026 Business Meeting (6 p.m.)	**PRESENTER**
Proclamation	Shirley Chisolm Trail	Council
Resolution	MOC GMP Amendment	Cote
Ordinance 1st	Red Mill Pointe MPD	Hanson
Ordinance 1st	Magnolia Trace (OARE) MPD Amendment	Papa
Ordinance 2nd	Adoption of the LDC	Nguyen
	October 13, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
Presentation	Animal Control Code	Mendez
Presentation	Cultural Art Grant Recommendation	Hirst/FC3
Presentation	Salary Survey	Fuller
	October 20, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Proclamation	Rotary Club - 45th year anniversary	Council
Proclamation	Proclamation Disability Employment Awareness	Council
Presentation	FLC SEI Accredidation	FLC
Ordinance 2nd	Lakeview Estates FLUM Amendment	Hanson
Ordinance 2nd	Lakeview Estates MPD Amendment	Hanson
Ordinance 2nd	Red Mill Pointe MPD	Hanson
Ordinance 2nd	Cascades/Seminole Trace FLUM	Papa
Ordinance 2nd	Cascades MPD/Seminole Trace	Papa
Ordinance 2nd	Magnolia Trace (OARE) MPD Amendment	Papa
Resolution	Cultural Art Grant Recommendation	Hirst
	October 27, 2026 Optional Workshop Meeting (6 p.m.)	**PRESENTER**
	November 3, 2026 Business Meeting (ELECTION DAY)	**PRESENTER**
	November 10, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
	November 17, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Resolution	Approving the Final 2026 General Election Results	Cook
Oath	Oath of Office for the Newly Elected Council Members	Cook
Appointment	Vice Mayor Appointment	Cook
Appointment	Council Liaison Appointments	Cook
	November 24, 2026 Optional Workshop Meeting (6 p.m.)	**PRESENTER**
	December 1, 2026 Business Meeting (6 p.m.)	**PRESENTER**

	December 8, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
	December 15, 2026 Business Meeting (9 a.m.)	**PRESENTER**
	December 22, 2026 Optional Workshop Meeting (6 p.m.)	**PRESENTER**
	Future	**PRESENTER**
Resolution	Memorandum of Understanding - Co-location for PCFD and Flagler County Fire Rescue	Berryhill
Ordinance	Pile Burning	Berryhill
Presentation	Right-of-Way	Buckley
Resolution	Belle Terre / SR 100 Intersection Study	Castello
Resolution	Belle Terre / Seminole Woods Intersection Study	Castello
Resolution	Occupational Services	Fuller
Resolution	Cultural Arts Facility Master Plan	Gebo
Resolution	Belle Terre Park Master Plan Study	Gebo
Resolution	Palm Coast RV & Boat Storage	Hanson
Resolution	Seminole Point	Hanson
Resolution	YMCA Agreement	Hirst
Resolution	Loop Road Phase 2 - FEC Utility Line Agreements	Kehoe/Crawford
Resolution	Loop Road Phase 2 & 4 Wetland Mitigation Credit Purchase Agreement	Kehoe/Crawford
Resolution	OKR North Phase 2 - Construction Contract, CEI Services, Project Contingency	Kehoe/Crawford
Resolution	FY 26 Microsurfacing Contract	Kehoe/Gibson
Resolution	Soleta Lakes - Subdivision Master Plan	Lens
Resolution	Soleta Lakes - Land Exchange Agreement	Lens
Resolution	City-Wide Floodwise	Morales
Resolution	Saltwater Canal Design Status	Morales
Resolution	Ditch 10 / Graham Swamp Waterway Expansion - Design	Morales
Resolution	B-1, B-2, & B-3 (Pop offs for Bellaire Waterway) - Design	Morales
Resolution	Structure Repairs	Morales
Resolution	W-1 Weir Replacement & Upgrade - Design	Morales
Resolution	Pipe Lining	Morales
Resolution	Interlocal Agreement TPO Urban Boundary Expansion	Nguyen
Resolution	City Wide Landscape Architect Review Plan	Nguyen
Presentation	Alternative Water Sources	Roche
Resolution	West Well Field Test Boring	Roche/Roussell
Resolution	Seminole Woods ICI ROW	Smith/Nguyen
Resolution	Kensington Right of Way Agreement	Smith/Nguyen

Meeting Calendar for 9/2/2026 through 12/31/2026

9/8/2026
City Council Workshop
City Hall

9/9/2026
City Council Budget Hearing
City Hall

9/15/2026
City Council Business Meeting
City Hall

9/23/2026
City Council Budget Hearing
City Hall

10/6/2026
City Council Business Meeting
City Hall

10/13/2026
City Council Workshop
City Hall

10/20/2026
City Council Business Meeting
City Hall

11/10/2026
City Council Workshop
City Hall

Meeting Calendar for 9/2/2026 through 12/31/2026

11/17/2026
City Council Business Meeting
City Hall

12/1/2026
City Council Business Meeting
City Hall

12/8/2026
City Council Workshop
City Hall

12/15/2026
City Council Business Meeting
City Hall