

City of Palm Coast, Florida

Agenda Item

Agenda Date: May 17, 2022

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Account #
Subject	ORDINANCE 2022-XX RYAN'S LANDING REZONING - APPLICATION # 5037	
Presenter: Jose Papa, Senior Planner AICP		
Background: This is a Quasi-Judicial Matter.		
<p>Ryan's Landing LLC (as owner and intended developer) is proposing a modification to the existing Master Planned Development Agreement to rezone 27.79 +/- acres of vacant land located about 0.75 miles west of Belle Terre Parkway and 0.2 miles north of Royal Palms Parkway from the Master Planned Development (MPD) Zoning District to the Master Planned Development (MPD) Zoning District. The applicant is requesting a change from a 64 lot single-family subdivision with a 5-acre City park to a 95 lot single-family subdivision with amenities.</p> <p>SeaGate Communities Inc. purchased the subject property on August 1, 2003. Due to a settlement agreement between the City and SeaGate Communities Inc. the property was zoned MPD in 2009 with an associated development agreement. The applicant now wishes to repeal and replace the existing MPD agreement with a new one. The Ryan's Landing property is 27.79 acres and in exchange for a 5-acre City park that was to be located on the property, Ryan's Landing LLC will be donating 4.5 acres of land near the Seminole Woods Neighborhood Park to the City.</p> <p>The applicant's engineer has submitted a preliminary conceptual site plan of a proposed Ryan's Landing single-family subdivision. This conceptual site plan shows 95 single-family detached lots, one stormwater pond, and an amenity center in the southeast corner of the project. Based on this conceptual site plan the project would have an expected density of 3.42 units/per acre. The primary changes to the original agreement are as follows:</p> <ul style="list-style-type: none">• Change from 64 SFR lots to 95 SFR lots.• 5-acre parkland will no longer be onsite but 4.5 acres of land will be donated to the City adjoining the existing Seminole Woods Neighborhood Park.• All outdated City and Developer obligations have been removed and the project will follow the current Land Development Code and Florida Building Code. <p><u>Public Participation:</u> The developer notified all neighboring property owners within 300 feet of the subject property via standard USPS mail of a neighborhood meeting that was held on April 6, 2022 at 6:00 P.M. at the Palm Coast Community Center located at 305 Palm Coast Parkway NE. The developer erected City provided signs along Ryan Drive to notify the general public at least two weeks prior to each of the three public hearings. Newspaper ads are run approximately two weeks before each of the three public hearings.</p>		

Recommended Action:

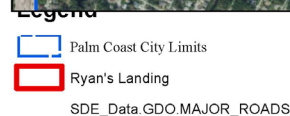
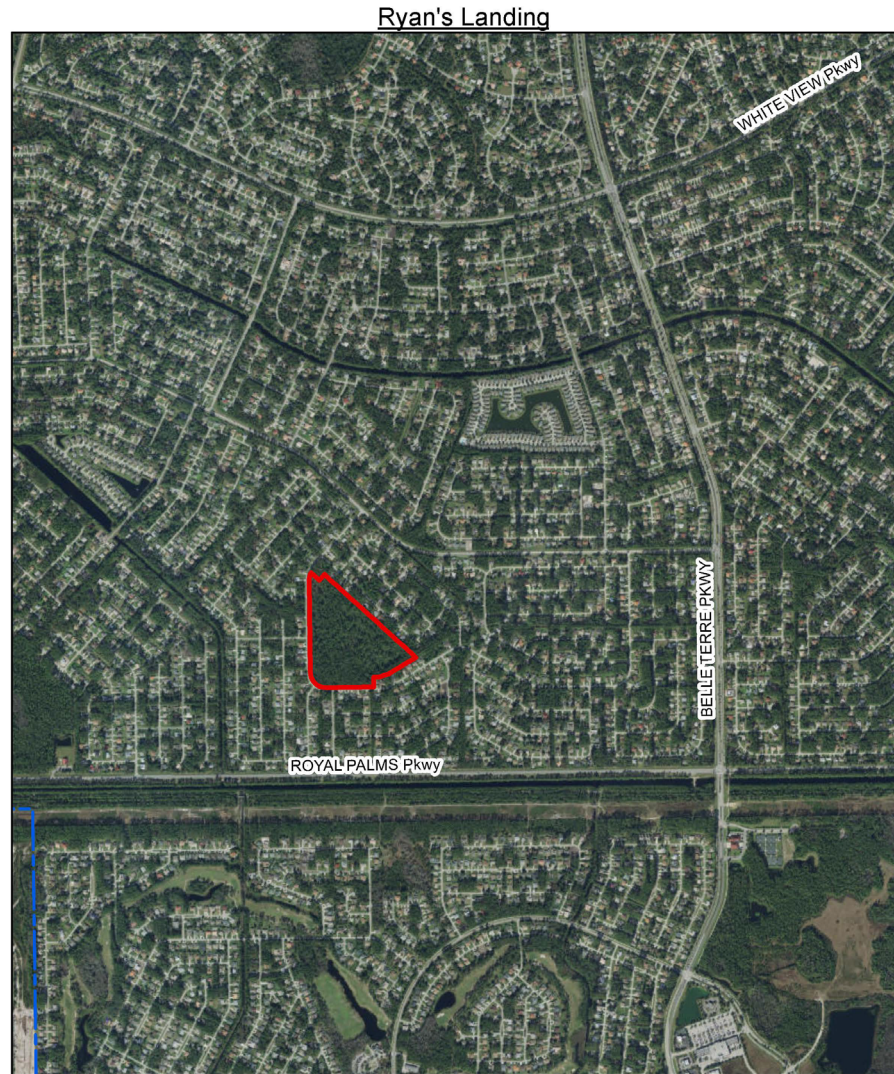
The Planning and Land Development Regulation Board recommend that City Council determine the proposed rezoning of Ryan's Landing (Application No. 5037) is consistent with the Comprehensive Plan and rezone 27.79 +/- acres from the Master Planned Development (MPD) Zoning District to the Master Planned Development (MPD) Zoning District

Ryan's Landing

Zoning Map Amendment

City Council
Public Hearing

Ryan's Landing– BACKGROUND



0 800 1,600
Feet



Map Provided By: Planning Division

- 27.79+/- acres
- Vacant
- The property was originally designated Mixed Use-Low Intensity with Low/Medium Density which allowed for up to 7 units per acre.
- Due to a settlement agreement between the City and SeaGate Communities Inc. the property was zoned MPD in 2009 with an associated development agreement.
- The applicant now wishes to repeal and replace the existing MPD agreement with a new one.



Ryan's Landing– Future Land Use Map

Residential & Greenbelt

- Master Planned Development (MPD) is an allowable use in both the Residential and Greenbelt FLUM designations

Ryan's Landing



Legend

	Palm Coast City Limits		COM-2		MPD		SFR-1
	Ryan's Landing		DPX		P&G		SFR-2
	EST-1		PSP		SFR-3		

0 500 1,000 Feet



Map Provided By: Planning Division

Ryan's Landing– Zoning Map Amendment

From: Master Planned Development (MPD)

Ryan's Landing



Legend

	Palm Coast City Limits		COM-2		MPD		SFR-1
	Ryan's Landing		DPX		P&G		SFR-2
	Palm Coast Zoning		EST-1		PSP		SFR-3

0 500 1,000 Feet

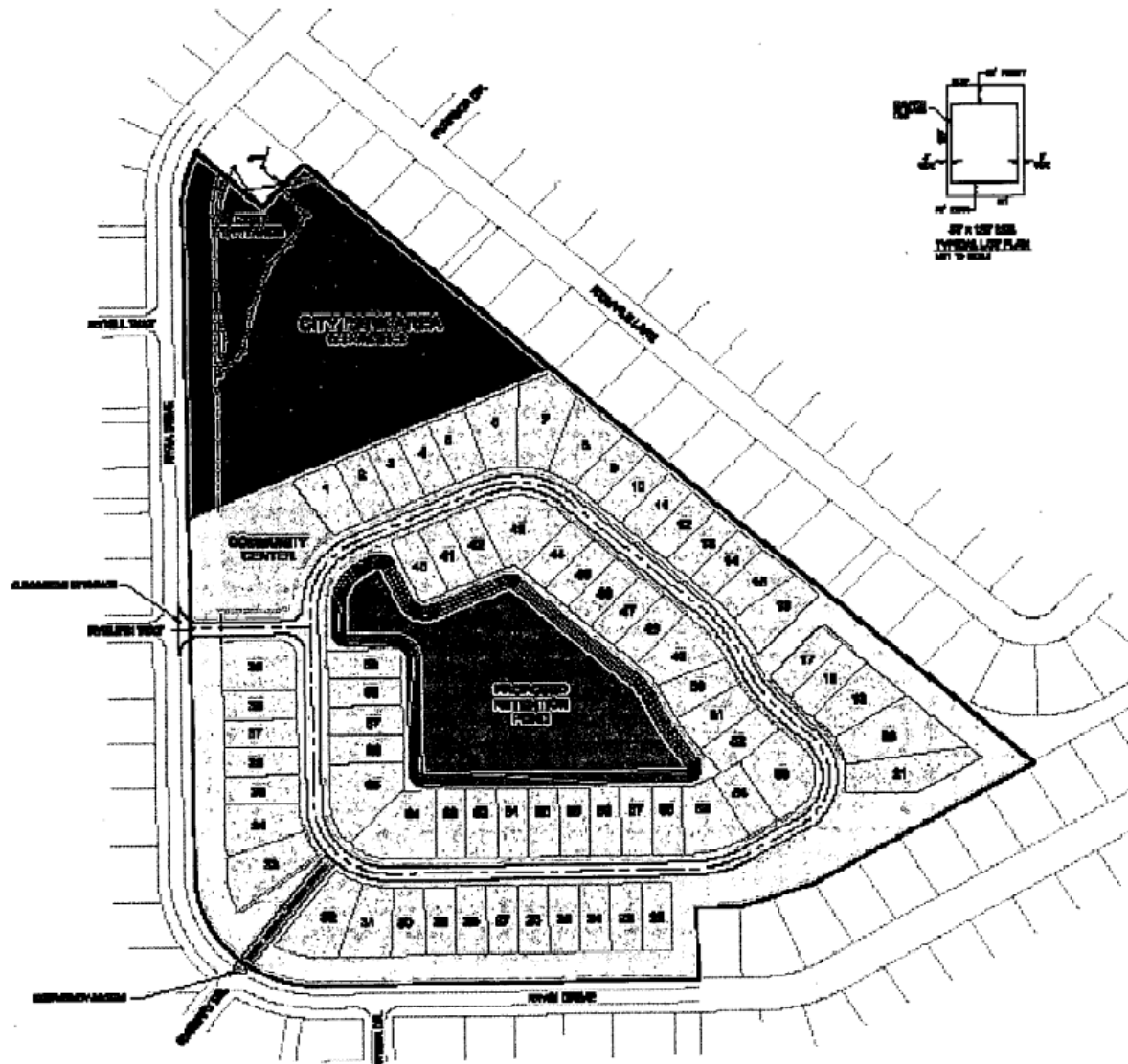


Map Provided By: Planning Division

Ryan's Landing– Zoning Map Amendment

To: Master Planned Development
(MPD)

**RYAN'S LANDING
CONCEPTUAL PLAN
(EXHIBIT "B")**



Ryan's Landing— Zoning Map Amendment

Original Conceptual Site Plan

- 69 Single Family Lots
 - 6,000 sqft lots
 - Amenities
 - Stormwater pond
- 5 acre City park

Ryan's Landing– Zoning Map Amendment

Changes in the MPD

- Change from 69 SFR lots to 95 SFR lots.
- 5-acre parkland will no longer be onsite but 4.5 acres of land will be donated to the City adjoining the existing Seminole Woods Neighborhood Park.
- All outdated City and Developer obligations have been removed and the project will follow the current Land Development Code and Florida Building Code.

Ryan's Landing— Zoning Map Amendment

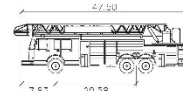
Conceptual Site Plan 95 Single Family Lots

SITE PLAN DATA:

SITE DATA:
 TOTAL SITE AREA = 1.270552 SF (27.79 AC)
 TOTAL LOTS = 95 LOTS
 ZONING:
 CURRENT ZONING = MFD
 PROPOSED ZONING = MFD
 FLUM:
 EXISTING IMPERVIOUS = 41.51%
 PROPOSED IMPERVIOUS = 35.24%
 PERCENT IMPERVIOUS = 68.24%
 SIDEWALK PERCENTAGE = 1.41% COVERAGE

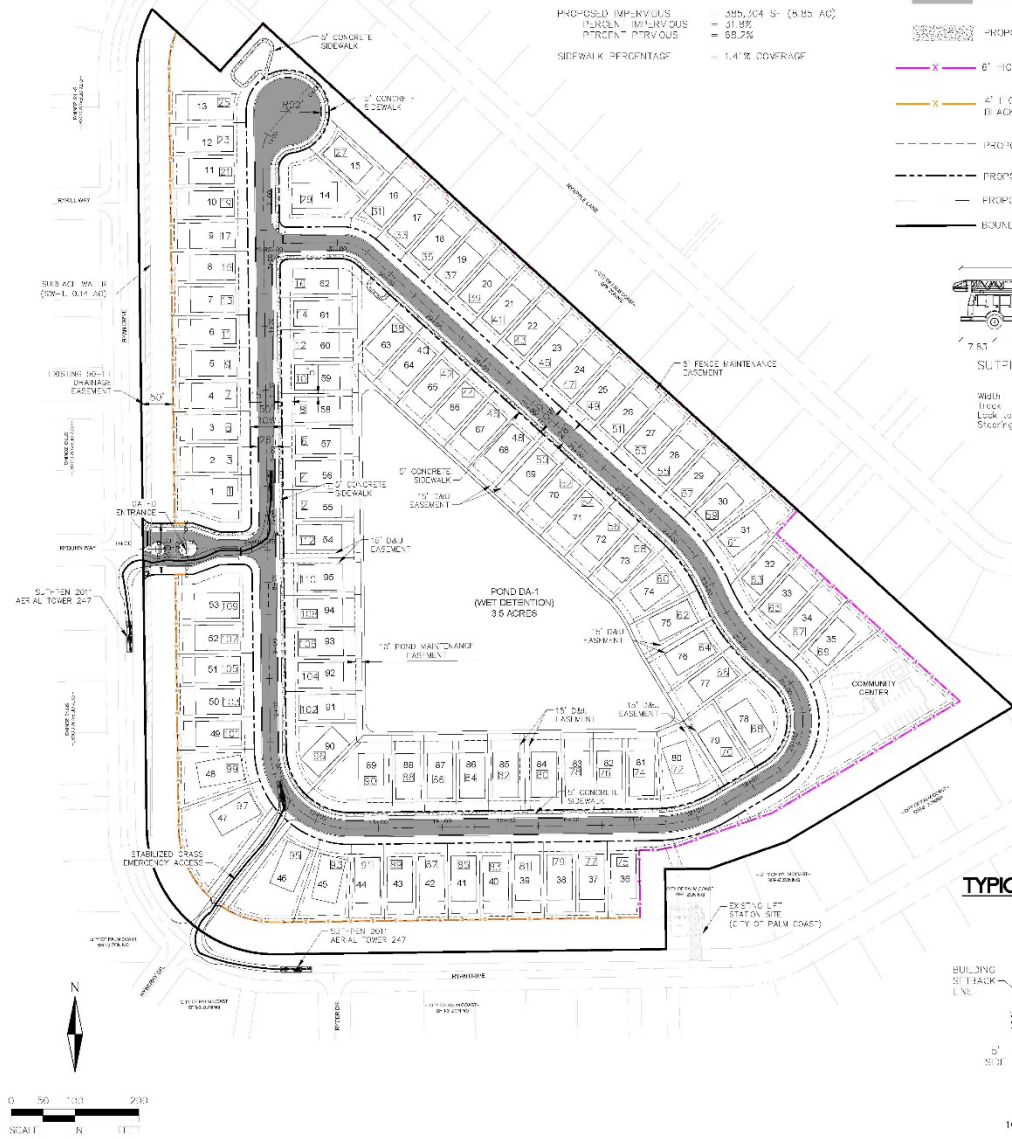
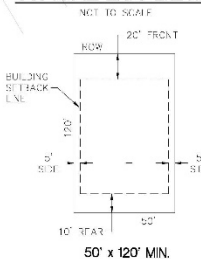
LEGEND:

- A LOT NUMBER
- 100 LOT ADDRESS
- PROPOSED STREET LIGHTS
- EXISTING WETLAND/SURFACE WATER
- PROPOSED ASPHALTIC CONCRETE ROADWAY
- PROPOSED CONCRETE SIDEWALK
- 6" HIGH VINYL FENCE (COLOR TBD)
- 4" HIGH DECORATIVE ALUMINUM FENCE, BLACK VINYL COATING
- PROPOSED EASEMENT
- PROPOSED PRIVATE RIGHT-OF-WAY
- PROPOSED STREETCURE LINE
- BOUNDARY LINE



SUTPHEN 201 Aerial Tower 247
 Width: 27.50'
 Height: 20.58'
 Base Width: 7.51'

TYPICAL LOT DETAIL:



Ryan's Landing– Zoning Map Amendment

Analysis based on 2.05.05 of the LDC

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

Findings A.

- The proposed project with MPD zoning is the existing zoning district and is permitted in areas designated Residential and Greenbelt on the Future Land Use Map (FLUM).
- The proposed 50' wide lots are vested due to the consent order.
- These lots would front internal to the project and all of the driveways serving these single-family homes would be internal to the project
- This will minimize the project's traffic impacts on Ryan Drive compared to having the driveways exiting directly onto Ryan Drive.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.05.05 of the LDC

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

Findings B.

- The following are a selection of goals, policies and objectives from the Comprehensive Plan that the project supports
 - **Chapter 1, Future Land Use Element: Goal 1.1** – Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.
 - **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 3, Housing Element: Objective 3.3.5 Protect Residential Areas from Inappropriate Land Uses** - Protect predominantly residential areas from the intrusion of incompatible or more intensive land uses.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.05.05 of the LDC

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

Findings C.

- The public infrastructure needed to support the project in place or close to the site and any extensions of utilities, construction of neighborhood roads; stormwater systems, etc. will be provided and constructed by the developer at the developer's expense.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.05.05 of the LDC

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

Findings D.

- The proposed development poses no unreasonable hazard, nuisance, nor does it constitute a threat to the general health, welfare, or safety of the City's inhabitants as the proposed rezoning will be compatible with the overall neighborhood as it is located within an area of primarily residential uses. Furthermore, all improvements will be newly constructed and/or developed in compliance with the relevant Land Development Code, Building Code and other review agency requirements.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.05.05 of the LDC

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

Findings E.

- 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.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.06.03 of the LDC

A. *Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it further the goals and objective of the Comprehensive Plan*

Findings A.

- The following are a selection of goals, policies and objectives from the Comprehensive Plan that the project supports
 - **Chapter 1, Future Land Use Element: Goal 1.1** – Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.
 - **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 3, Housing Element: Objective 3.3.5 Protect Residential Areas from Inappropriate Land Uses** - Protect predominantly residential areas from the intrusion of incompatible or more intensive land uses.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.06.03 of the LDC

B. Its impact upon the environment and natural resources

Findings B.

- A preliminary plat application has been received, and an environmental report was also submitted. In this report, it was noted that there are no protected fauna or flora located on site. There is also no floodplain on the property, nor conservation area. As such, there will be no significant impact on the environment or natural resources.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.06.03 of the LDC

C. Its impact on the economy of any affected area

Findings C.

- Impacts to the Palm Coast economy are anticipated to be positive since the project will provide numerous construction jobs and will provide additional tax revenues to the City.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.06.03 of the LDC

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

Findings D.

- The impact on the necessary governmental services including: concurrency regulations and impact fees paid by the developer during the Preliminary Plat and construction drawing review process will cover wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.06.03 of the LDC

E. Any changes in circumstances or conditions affecting the area

Findings E.

- There are no changes in circumstances or conditions that would affect the area.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.06.03 of the LDC

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

Findings F.

- As previously described, the proposed rezoning will be compatible with the existing residential uses.

Ryan's Landing– Zoning Map Amendment

Analysis based on 2.06.03 of the LDC

G. Whether it accomplishes a legitimate public purpose

Findings G.

- The subject property is proposed for the MPD Zoning District, which is existing, and an allowable zoning district within the Residential and Greenbelt FLUM designations. Staff believes the site is very appropriate for the proposed residential community. In addition, Ryan's Landing LLC will be donating 4.5 acres of land near the Seminole Woods Neighborhood Park to the City for a possible expansion of an existing park in a more suitable location.

Ryan's Landing– Zoning Map Amendment

•Public Participation

- Neighborhood meeting was held on April 6, 2022 at the Palm Coast Community Center
 - There were 8 citizens in attendance
 - A meeting summary is attached for the record
- On April 20, 2022 the Planning and Land Development Regulation Board voted 6-1 to recommend approval to City Council

Ryan's Landing– Zoning Map Amendment

Recommendation

The Planning and Land Development Regulation Board recommend that City Council determine the proposed rezoning of Ryan's Landing (Application No. 5037) is consistent with the Comprehensive Plan and rezone 27.79 +/- acres from the Master Planned Development (MPD) Zoning District to the Master Planned Development (MPD) Zoning District.

Ryan's Landing Zoning Map Amendment

Next Steps

- 2nd reading to City Council for the zoning map amendment
- Preliminary plat and construction plans will be reviewed by staff
- Final plat will go to City Council

Ryan's Landing- Applicant

- Applicant is present and has a presentation

ORDINANCE 2022 - ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA REPEALING AND REPLACING THE PRIOR MASTER PLANNED DEVELOPMENT AGREEMENT OF A PARCEL OF LAND BEING A PORTION OF RESERVED PARCEL “13-1” OF THE SUBDIVISION PLAT OF ROYAL PALMS SECTION 29, PALM COAST, RECORDED IN MAP BOOK 10, PAGES 17 THROUGH 29, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA CONTAINING 27.79± ACRES AS DESCRIBED IN THIS ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of certain real property, totaling approximately 27.79± acres in size and being a portion of Reserved Parcel 13-1 of the subdivision plat of Royal Palms Section 20, consents to the City of Palm Coast’s submission of Zoning Application No. 5037 (the “application”), pursuant to the controlling provisions of State law and the applicable codes and ordinances of the City of Palm Coast, and furthermore consents to have the property rezoned to the Master Planned Development (“MPD”) zoning district to accommodate the Ryan’s Landing development proposal; and

WHEREAS, the real property was rezoned to Master Planned Development pursuant to that certain Settlement and Development Agreement dated February 17, 2009, and recorded February 23, 2009, in Official Records Book 1703, Page 397 of the Public Records of Flagler County, Florida; and

WHEREAS, the applicant submitted a proposed MPD Conceptual or Master Plan for the property pertaining to the Ryan’s Landing proposed development; and

WHEREAS, City staff has reviewed and has subsequently recommended approval of the application and proposed rezoning to the MPD district and the proposed MPD Conceptual or Master Plan for the property subject to certain conditions; and

WHEREAS, on the 20th day of April, 2022, the Planning and Land Development Regulation Board (PLDRB) recommended that the application be approved subject to conditions; and

WHEREAS, the application was presented to the City Council at public hearings conducted on the ____ day of _____, 2022 and the ____ day of _____, 2022; and

WHEREAS, the City Council, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, *Florida Statutes*, and other applicable law, is authorized and empowered to consider applications relating to zoning; 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 PLDRB; and

WHEREAS, the City Council has determined that the proposed action of rezoning the subject property to the City’s MPD zoning district (the MPD Master Plan for Ryan’s Landing) is consistent with the *Comprehensive Plan of the City of Palm Coast*, the land development regulations of the City of Palm Coast, and the controlling provisions of State law; and

WHEREAS, the City Council of the City of Palm Coast, Florida has taken all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

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

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

SECTION 2. Zoning Map Amendment and MPD Agreement.

(a) That the Official Zoning Map of the City of Palm Coast as described in City of Palm Coast Unified Land Development Code Section 3.01.02 is hereby amended to include a change of classification to City of Palm Coast Master Planned Development District (MPD) for the property legally described on Exhibit “A”, which is attached and incorporated herein by this reference. City staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

(b) The MPD Development Agreement (“Development Agreement”) and its exhibits attached hereto, with all appropriate signatures and joinders, is hereby adopted and approved by the City Council of the City of Palm Coast and shall constitute the regulations for the specific MPD District. The Development Agreement shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.

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

SECTION 4. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2022-_____ as adopted by the City Council of the City of Palm Coast,

Florida, and pursuant to the City Charter.

THIS SECTION INTENTIONALLY LEFT BLANK

APPROVED on first reading the 17th day of May, 2022. **ADOPTED**
on the second reading after due public notice and hearing this _____ day of
_____, 2022.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia A. Smith, City Clerk

David Alfin, Mayor

Approved as to form and legality

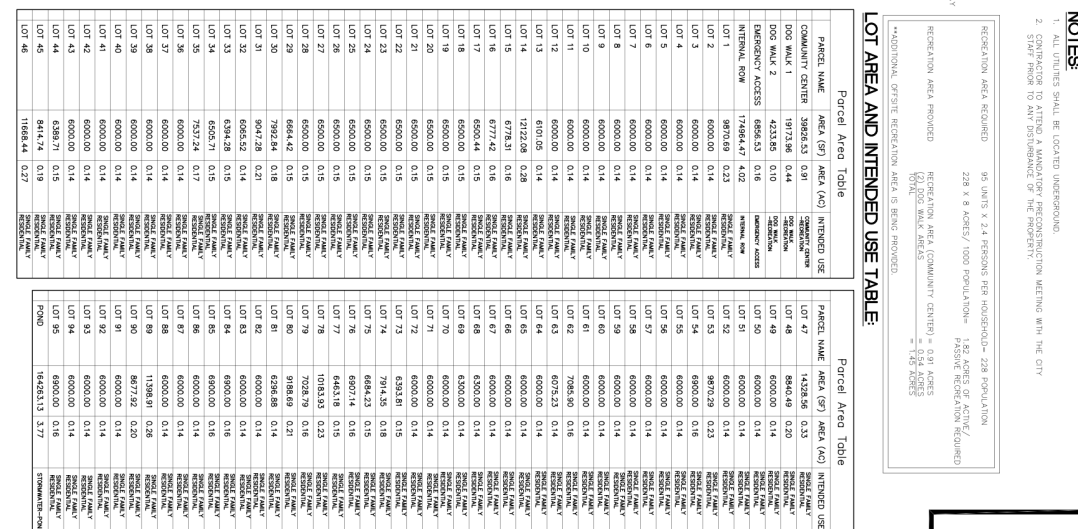
Neysa Borkert, City Attorney

EXHIBIT “A”

A parcel of land being a portion of reserved Parcel “13-1”, of the Subdivision plat of Royal Palms, Section 29, Palm Coast, recorded in Map Book 10, Pages 17-29, of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of beginning being the Northwest corner of Lot 1, Block 55, of said plat of Royal Palms, Section 29, thence South 89 degrees, 15 minutes, 49 seconds West along the North line of Pump Station 29-2, Parcel “RPOO78” recorded in Official Records Book 641, Pages 1051-1221, of the Public Records of Flagler County, Florida, a distance of 70.00 feet, thence South 00 degrees, 44 minutes, 11 seconds East along the West line of Pump Station 29-Z a distance of 125.00 feet to a Point on the Northerly Right-of-Way line of Ryan Drive, thence departing said Pump Station 29-2 South 89 degrees, 15 minutes, 49 seconds West along said Right-of-Way line of Ryan Drive a distance 610.00 feet to a Point of Curvature, thence 314.16 feet along the arc of a curve to the right, (Concave Northeasterly), having a central angle of 90 degrees, 00 minutes, 00 seconds, a radius of 200.00 feet, a chord bearing of North 45 degrees, 44 minutes, 11 seconds, West and a chord distance of 282.84 feet to a Point of Tangency, thence North 00 degrees, 44 minutes, 11 seconds, West along the right-of-way line of Ryan Drive a distance of 1182.00 feet to a point of Curvature, thence 100.68 feet along the Arc of a curve to the right, (Concave Easterly). Having a central angle of 28 degrees, 50 minutes, 33 seconds, a radius of 200.00 feet, a chord bearing of North 13 degrees, 41 minutes, 06 seconds East and a chord distance of 99.62 feet to a Point on the Southwest boundary line of Florida Water Services Corporation Parcel “RP0024”, Official Records Book 641, Page 1051-1221, thence departing Ryan Drive along a Non-Radial line South 47 degrees, 44 minutes, 11 seconds East along the Southwest boundary line of said Parcel “RP0024”, a distance of 143.93 feet. Thence North 42 degrees, 15 minutes, 49 seconds, East a distance of 100.00 feet to the Southwesterly boundary of Block 59, thence departing Parcel “RP0024”, South 47 degrees, 44 minutes, 11 seconds East along said boundary a distance of 1585.68 feet to a point on the Northwest boundary of Block 55, thence South 59 degrees, 15 minutes, 49 seconds West along Block 55 a distance of 413.96 feet, thence South 70 degrees, 43 minutes, 50 seconds West a distance of 126.00 feet to the Point of Beginning.

EXHIBIT “B”
CONCEPTUAL MASTER PLAN
ON FOLLOWING PAGE



Ordinance No. 2022-_____
Page 7 of 27

**RYAN’S LANDING
MASTER PLAN DEVELOPMENT AGREEMENT**

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the “Development Agreement”) is made and executed this _____ day of _____, 2022, 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 RYAN’S LANDING, 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 185 Cypress Point Parkway, Palm Coast, Florida 32164.

WHEREAS, the Owner is the principal owner and developer of certain real property consisting of 27.79 +/- 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 (“Property” or “Subject Property”); and

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

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

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

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

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

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

SECTION 1. RECITALS.

The above recitals are 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 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 _____ 2022, 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.

(a) The Applicant may develop a single-family residential development consisting of (i) up to 95 residential units; and (ii) land to be donated by SG Flagler Holdings, LLC, which is an affiliate of Owner, to the City in an amount of approximately 4.5 +/- acres as more particularly described in the attached **EXHIBIT “C”**. Prior to final plat approval for the Project, SG Flagler Holdings, LLC shall deed the land designated shown in Attachment 1 to the City by special warranty deed. The Owner or SG Flagler Holdings, LLC shall provide a survey of the land to be deeded, and a title opinion to the City for review and approval prior to execution of the special warranty deed. SG Flagler Holdings, LLC shall not deed the property to the City until the City has completed its review of the documents provided and approved the property for transfer to the City.

(b) The residential common area improvements will be maintained and managed under a property owners association. The Project shall be integrated internally and externally by a series of

pedestrian pathways. The development plan for Ryan's Landing is generally outlined below and depicted on the MPD Conceptual Master Plan which is attached as **EXHIBIT "B"** hereto (the "Master Plan"). The Master Plan contains a level of detail satisfactory to permit the Subject Property to proceed directly to preliminary plat. Site Plans may be submitted simultaneous with preliminary plat(s) subject to review and approval as provided for in the LDC.

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

SECTION 5. DEVELOPMENT PLAN

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

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

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

SECTION 6. LAND DEVELOPMENT CODE APPLICABILITY

(a) The LDC applies to the Property and development within it, except to the extent it is inconsistent with this MPD.

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

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

(2) Roadways/Rights-of-Way. Internal access to all residential structures and the amenities shall be provided by private rights-of-way to be maintained by the Associations. All roadways that are internal to the Project will be constructed in accordance with applicable City standards and the LDC. The Project shall provide and maintain two access points onto Ryan Drive as shown on the Development Agreement Conceptual Master Plan. Upon development of the lands shown on the Master Plan, emergency vehicle access shall be permitted through the Property at all times.

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

(4) Entry Features. Entry Features and signs are to be regulated per the LDC. Entry features and signs may be constructed at the entrance/exit to the project in approximate locations as shown on the Master Plan. The Owner reserves the right to construct secured entry gates with proper

City approval of the gates. Vehicular access shall be designed to accommodate emergency vehicle access at both access locations, pursuant to dimensional requirements defined by the LDC.

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

(6) School Bus Stops. Improved school bus stops (benches/pads/waste receptacle) for use by residents shall be provided if required by the Flagler County School District.

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

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

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

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

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

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

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

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

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

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

SECTION 7. SITE DEVELOPMENT PLAN

(a) The following table lists the site development requirements that are applicable within the Property and Land Development Code regulations for the Single-Family- 1(SFR-1) zoning District shall also apply.

Table of Site Development Requirements

Type	Single Family
Lot Width Minimum	50'
Lot Size Minimum	6,000 sq.ft.
Living Area Minimum	1,200 sq.ft.
Height Maximum	35'
Front Setback Minimum	20'
Interior Side Yard Setback Minimum	5'
Rear Setback Minimum	10'
Side Street Setback Minimum	15'

1. Roof heights shall be measured in accordance with the LDC.
2. All setbacks will be measured from the lot line to the foundation of the structure.

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

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

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

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

SECTION 8. BREACH; ENFORCEMENT; ALTERNATIVE DISPUTE RESOLUTION.

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

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

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

SECTION 9. NOTICES.

(a) All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City or the Owner at its address set forth below (or such other address as may be hereafter be designated in writing by such party).

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

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

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

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

As to the Owner: Ryan's Landing LLC
 185 Cypress Point Parkway
 Palm Coast, Florida 32164

SECTION 10. SEVERABILITY.

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

SECTION 11. SUCCESSORS AND ASSIGNS.

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

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

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

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

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

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

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

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

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

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

SECTION 13. TERM / EFFECTIVE DATE.

This Development Agreement shall be effective upon adoption by the City Council of the City of Palm Coast, Florida, and execution of this Development Agreement by all parties and for a period of five (5) years thereafter unless extended as permitted by the LDC.

SECTION 14. RECORDATION.

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

SECTION 15. PERMITS.

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

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

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

SECTION 16. THIRD PARTY RIGHTS.

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

SECTION 17. TIME IS OF THE ESSENCE.

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

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

SECTION 18. ATTORNEY'S FEES.

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

SECTION 19. FORCE MAJEURE.

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

SECTION 20. CAPTIONS.

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

SECTION 21. INTERPRETATION.

(a) The Owner and the City agree that all words, terms, and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may

be considered to be equally applicable under another in the interpretation of this Development Agreement.

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

SECTION 22. FURTHER ASSURANCES.

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

SECTION 23. COUNTERPARTS.

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

SECTION 24. MODIFICATIONS / AMENDMENTS/NON-WAIVER.

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

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

SECTION 25. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.

This Development Agreement constitutes the entire agreement between the parties and supersedes all previous oral discussions, understandings, and agreements of any kind and nature as between the parties relating to the subject matter of this Development Agreement, including, without limitation, the previous rezoning (Ordinance #2009-25).

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF PALM COAST, FLORIDA

David Alfin, Mayor

ATTEST:

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Neysa Borkert, City Attorney

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by David Alfin, 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”

RYAN’S LANDING, LLC

A Florida limited liability company

By: Coastal Atlantic Holdings, LLC

Its Sole Member

By: SeaGate Management, LLC

Its Manager

By: _____
Robert Gazzoli
Manager of SeaGate Management, LLC

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Robert Gazzoli, the Manager of SeaGate Management, LLC, a Florida limited liability company, which is the Manager of Coastal Atlantic Holdings, LLC, a Florida limited liability company, which is the sole member of Ryan’s Landing, LLC, a Florida limited liability company, on behalf of Ryan’s Landing, LLC. He (check one) ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires:

JOINDER AND CONSENT AS TO SECTION 4(a)

WITNESSES:

SG FLAGLER HOLDINGS, LLC
A Florida limited liability company
By: Coastal Atlantic Holdings, LLC
It's Sole Member

By: SeaGate Management, LLC
Its Manager

(print)

By: _____
Robert Gazzoli
Manager of SeaGate Management, LLC

(print)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Robert Gazzoli, the Manager of SeaGate Management, LLC, a Florida limited liability company, which is the Manager of Coastal Atlantic Holdings, LLC, a Florida limited liability company, which is the sole member of SG Flagler Holdings, LLC, a Florida limited liability company, on behalf of SG Flagler Holdings, LLC. He (check one) ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

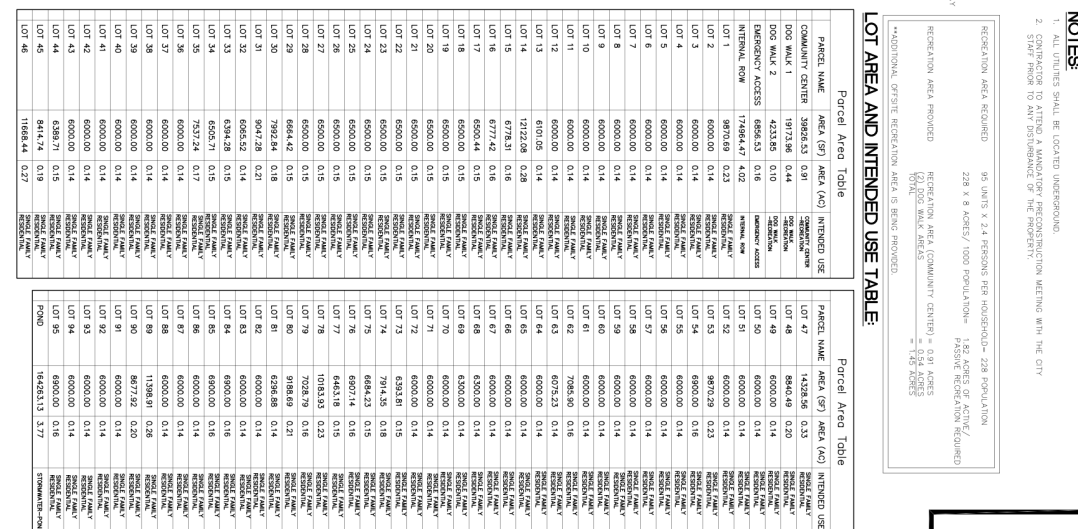
My Commission expires:

EXHIBIT “A”

A parcel of land being a portion of reserved Parcel “13-1”, of the Subdivision plat of Royal Palms, Section 29, Palm Coast, recorded in Map Book 10, Pages 17-29, of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of beginning being the Northwest corner of Lot 1, Block 55, of said plat of Royal Palms, Section 29, thence South 89 degrees, 15 minutes, 49 seconds West along the North line of Pump Station 29-2, Parcel “RPOO78” recorded in Official Records Book 641, Pages 1051-1221, of the Public Records of Flagler County, Florida, a distance of 70.00 feet, thence South 00 degrees, 44 minutes, 11 seconds East along the West line of Pump Station 29-Z a distance of 125.00 feet to a Point on the Northerly Right-of-Way line of Ryan Drive, thence departing said Pump Station 29-2 South 89 degrees, 15 minutes, 49 seconds West along said Right-of-Way line of Ryan Drive a distance 610.00 feet to a Point of Curvature, thence 314.16 feet along the arc of a curve to the right, (Concave Northeasterly), having a central angle of 90 degrees, 00 minutes, 00 seconds, a radius of 200.00 feet, a chord bearing of North 45 degrees, 44 minutes, 11 seconds, West and a chord distance of 282.84 feet to a Point of Tangency, thence North 00 degrees, 44 minutes, 11 seconds, West along the right-of-way line of Ryan Drive a distance of 1182.00 feet to a point of Curvature, thence 100.68 feet along the Arc of a curve to the right, (Concave Easterly). Having a central angle of 28 degrees, 50 minutes, 33 seconds, a radius of 200.00 feet, a chord bearing of North 13 degrees, 41 minutes, 06 seconds East and a chord distance of 99.62 feet to a Point on the Southwest boundary line of Florida Water Services Corporation Parcel “RP0024”, Official Records Book 641, Page 1051-1221, thence departing Ryan Drive along a Non-Radial line South 47 degrees, 44 minutes, 11 seconds East along the Southwest boundary line of said Parcel “RP0024”, a distance of 143.93 feet. Thence North 42 degrees, 15 minutes, 49 seconds, East a distance of 100.00 feet to the Southwesterly boundary of Block 59, thence departing Parcel “RP0024”, South 47 degrees, 44 minutes, 11 seconds East along said boundary a distance of 1585.68 feet to a point on the Northwest boundary of Block 55, thence South 59 degrees, 15 minutes, 49 seconds West along Block 55 a distance of 413.96 feet, thence South 70 degrees, 43 minutes, 50 seconds West a distance of 126.00 feet to the Point of Beginning.

EXHIBIT “B”
DEVELOPMENT AGREEMENT CONCEPTUAL MASTER PLAN
ON FOLLOWING PAGE



Ordinance No. 2022-_____
Page 26 of 27

EXHIBIT “C”

LEGAL DESCRIPTION OF PROPERTY TO BE DEEDED TO CITY

Lots 4, 5, 6, 7, 8, ,10 and 11, Block 74, SEMINOLE PARK – SECTION 59, SEMINOLE WOODS AT PALM COAST, according to the plat thereof as recorded in Plat Book 19, Page 41, and recorded in Plat Book 20, Page 1, Public Records of Flagler County, Florida

AND

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 79, SEMINOLE PARK – SECTION 59, SEMINOLE WOODS AT PALM COAST, according to the plat thereof as recorded in Plat Book 19, Page 41, and recorded in Plat Book 20, Page 1, Public Records of Flagler County, Florida

Parcel Identification Numbers: 07-11-31-7059-00740-0040; 07-11-31-7059-00740-0050; 07-11-31-7059-00740-0060; 07-11-31-7059-00740-0070; 07-11-31-7059-00740-0080; 07-11-31-7059-00740-0100; 07-11-31-7059-00740-0110; 07-11-31-7059-00790-0010; 07-11-31-7059-00790-0020; 07-11-31-7059-00790-0030; 07-11-31-7059-00790-0040; 07-11-31-7059-00790-0050; 07-11-31-7059-00790-0060; 07-11-31-7059-00790-0070; 07-11-31-7059-00790-0080.



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR RYAN'S LANDING REZONING
CITY COUNCIL
PUBLIC HEARING ON MAY 17, 2022**

OVERVIEW

Application Number: 5037
Applicant: Robert Gazzoli, Manager of Ryan's Landing, LLC, Palm Coast, FL
Property Description: 27.79 +/- acres located about 0.75 mile NW of intersection Belle Terre Pkwy. and Royal Palms Pkwy.
Property Owner: Ryan's Landing LLC, Palm Coast, FL
Parcel ID #: 07-11-31-7029-RP013-0010
Parcel Address: Along Ryan Drive.
Current FLUM: Residential and Greenbelt
Current Zoning: Master Planned Development (MPD)
Current Use: Vacant
Size of Property: 27.79 +/- acres
Requested Action: Rezoning from the Master Planned Development (MPD) Zoning Districts to the Master Planned Development (MPD) Zoning District

ANALYSIS

REQUESTED ACTION

Ryan's Landing LLC (as owner and intended developer) is proposing a modification to the MPD Development Agreement to rezone 27.79 +/- acres of vacant land located about 0.75 miles west of Belle Terre Parkway and 0.2 miles north of Royal Palms Parkway from the Master Planned Development (MPD) Zoning District to the Master Planned Development (MPD) Zoning District. The applicant is requesting a change from a 64 lot single-family subdivision with a 5-acre City park to a 95 lot single-family subdivision with amenities.

BACKGROUND/SITE HISTORY

SeaGate Communities Inc. purchased the subject property on August 1, 2003. Due to a settlement agreement between the City of Palm Coast and SeaGate Communities Inc. the property was zoned MPD in 2009 with an associated development agreement. The original Settlement Agreement and MPD Development Agreement were executed on February 17, 2009. Neither the City nor the Developer chose to perform under these agreements for various reasons. The Settlement Agreement has a 20-year term and is still in effect, despite the fact that the termination provisions of the PUD Development Agreement indicate the PUD has expired. The applicant now wishes to repeal and replace the existing MPD agreement. The Ryan's Landing property is 27.79 acres and in exchange for a 5-acre City park that was to be located on the property, at Staff's request, Ryan's Landing LLC will be donating 4.5 acres of land near the Seminole Woods Neighborhood Park to the City.

PROJECT DESCRIPTION

The applicant's engineer has submitted a preliminary conceptual site plan of a proposed Ryan's Landing single-family subdivision. This conceptual site plan shows 95 single-family detached lots, 1 stormwater pond, and an amenity center in the southeast corner of the project. Based on this conceptual site plan the project would have an expected density of 3.42 units/per acre. (The prior MPD had a density of 2.48 units/per acre.)

This project will be similar to the Rivergate Subdivision that is located ½ mile to the NE of Ryan's Landing. It is a 39 +/- acre subdivision with 165 single-family lots, large lake in the middle and amenity center.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Residential & Greenbelt	Residential & Greenbelt
Zoning District	Master Planned Development (MPD)	Master Planned Development (MPD)
Use	Vacant land	Single-family community
Acreage	27.79 +/- acres	27.79 +/- acres

SURROUNDING LAND USES:

NORTH:	FLUM:	Residential
	Zoning:	Duplex (DPX) & Public Semi Public (PSP)
EAST:	FLUM:	Residential
	Zoning:	Single-Family Residential – 2 (SFR-2), Single-Family Residential - 3 (SFR-3)
SOUTH:	FLUM:	Residential
	Zoning:	Single-Family Residential – 2 (SFR-2), Single-Family Residential - 3 (SFR-3) & Public Semi Public (PSP)
WEST:	FLUM:	Residential
	Zoning:	Single-Family Residential – 2 (SFR-2), Single-Family Residential - 3 (SFR-3)

SITE DEVELOPMENT REQUIREMENTS

Criteria	Proposed Single-Family Standards
Min. Lot Size	6,000 sq. ft. lot size
Min. Lot Width	50 ft.
Max. Impervious Surface Ratio	0.75
Min. Front Setback	20 ft.
Min. Rear Setback	10 ft.
Min. Interior Side Setback	5 ft.
Min Side Street Setback	15 ft.
Max. Building Height	35 ft.
Min. Living Area	1,200 sq. ft.

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 project with MPD zoning is the existing zoning district and is permitted in areas designated Residential and Greenbelt on the Future Land Use Map (FLUM). The 50' wide lots located along the western and southern sides of the site along Ryan Drive do not meet the current standards of Section 3.03.04.F. of the LDC for MPD compatibility standards as that would require these lots to be a minimum of 60' wide and 7,500 square feet in area. However, Section 3.03.04.G. states that when a MPD is abutting existing development of lower density, City Council may require additional buffer requirements. The developer is providing a 50-foot buffer behind existing SFR-2 and SFR-3 lots (due to a City drainage easement) in addition to a 6-foot high fence. Additionally, these lots would front internal to the project and all of the driveways serving these single-family homes would be internal to the project and new residents the traffic would funnel out to align with Ryburn Way. This will minimize the project's traffic impacts on Ryan Drive compared to having the driveways exiting directly onto Ryan Drive.

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

Staff Finding: The rezoning application will be consistent with all applicable portions of the LDC and the Comprehensive Plan. The following are a selection of goals, policies and objectives from the Comprehensive Plan that the project supports:

- **Chapter 1, Future Land Use Element: Goal 1.1 – Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.**
- **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 3, Housing Element: Objective 3.3.5 Protect Residential Areas from Inappropriate Land Uses - Protect predominantly residential areas from the intrusion of incompatible or more intensive land uses.**

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

Staff Finding: The public infrastructure needed to support the project in place or close to the site and any extensions of utilities, construction of neighborhood roads; stormwater systems, etc. will be provided and constructed by the developer at the developer's expense.

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 development poses no unreasonable hazard, nuisance, nor does it constitute a threat to the general health, welfare, or safety of the City's inhabitants as the proposed rezoning will be compatible with the overall neighborhood as it is located within an area of primarily residential uses. Furthermore, all improvements will be newly constructed and/or developed in compliance with the relevant Land Development Code, Building Code and other review agency 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 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 2.06.03

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

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

Staff Finding: The request will be consistent with all applicable portions of the LDC and the Comprehensive Plan. The following are a selection of goals, policies and objectives from the Comprehensive Plan that the project supports:

- **Chapter 1, Future Land Use Element: Goal 1.1** – Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.
- **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 3, Housing Element: Objective 3.3.5**
Protect predominantly residential areas from the intrusion of incompatible or more intensive land uses.

B. Its impact upon the environment and natural resources;

Staff Finding: A preliminary plat application has been received, and an environmental report was also submitted. In this report, it was noted that there are no protected fauna or flora located on site. There is also no floodplain on the property, nor conservation area. As such, there will be no significant impact on the environment or natural resources.

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

Staff Finding: Impacts to the Palm Coast economy are anticipated to be positive since the project will provide numerous construction jobs and will provide additional tax revenues to the City.

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

Staff Finding: The impact on the necessary governmental services including: concurrency regulations and impact fees paid by the developer during the Preliminary Plat and construction drawing review process will cover wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems.

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

Staff Finding: There are no changes in circumstances or conditions that would affect the area.

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

Staff Finding: As previously described, the proposed rezoning will be compatible with the existing residential uses.

G. Whether it accomplishes a legitimate public purpose:

Staff Finding: The subject property is proposed for the MPD Zoning District, which is existing, and an allowable zoning district within the Residential FLUM designation. Staff believes the site is very appropriate for the proposed residential community. In addition, Ryan's Landing LLC will be donating 4.5 acres of land near the Seminole Woods Neighborhood Park to the City for a possible expansion of an existing park in a more suitable location.

PUBLIC PARTICIPATION

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers or property owners who are requesting to rezone property within the City to notify neighboring property owners within 300 feet of the subject property boundaries and hold a neighborhood meeting.

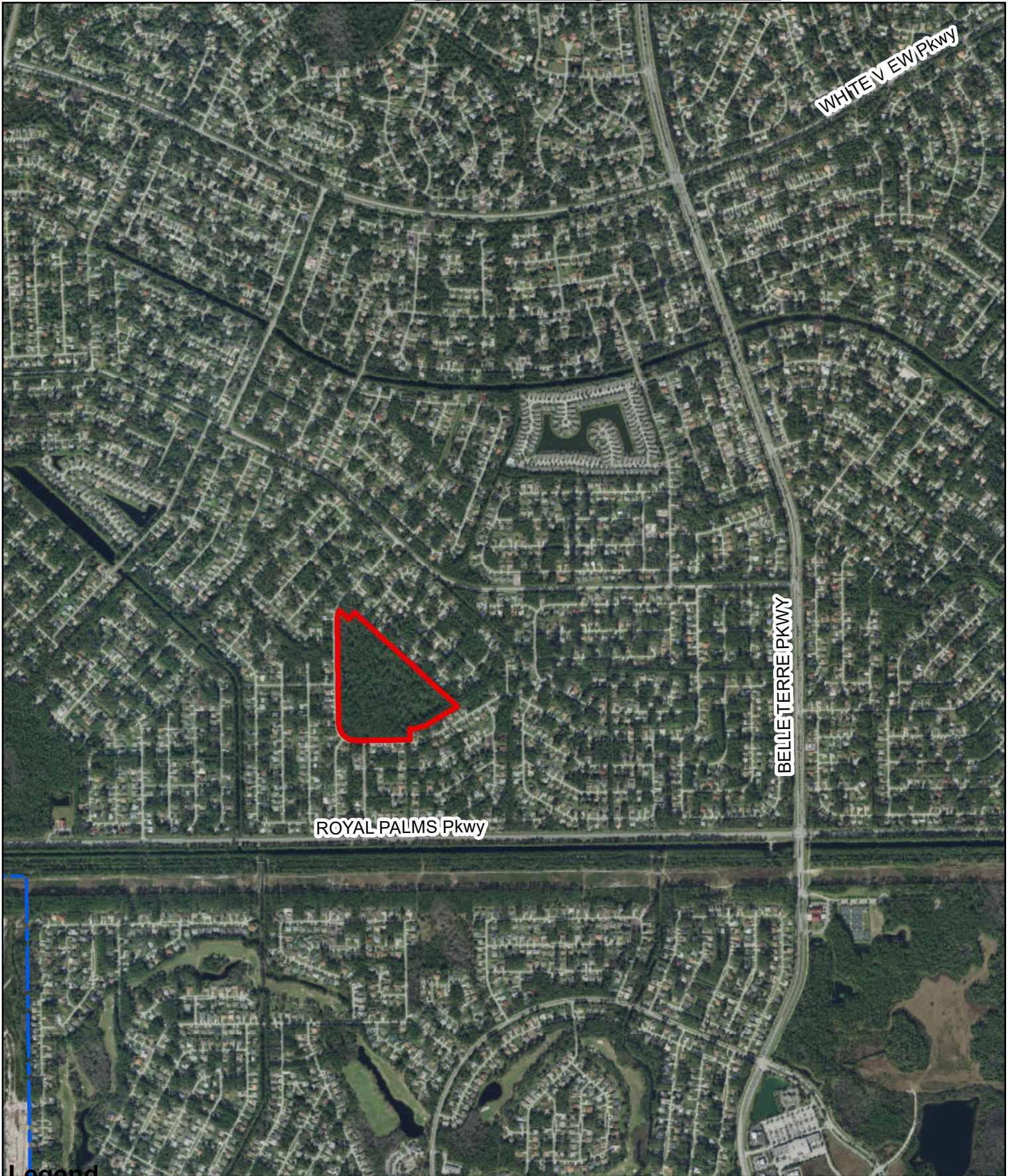
To comply with this standard, the developer notified the neighboring property owners via standard USPS mail of an upcoming neighborhood meeting that was held on April 6, 2022 at 6:00 P.M. at the Palm Coast Community Center located at 305 Palm Coast Parkway NE.

The developer erected City provided signs on Ryan Drive, notifying the public of the upcoming public hearing for the Planning and Land Development Regulation Board by April 6.



RECOMMENDATION

The Planning and Land Development Regulation Board recommend that City Council determine the proposed rezoning of Ryan's Landing (Application No. 5037) is consistent with the Comprehensive Plan and rezone 27.79 +/- acres from the Master Planned Development (MPD) Zoning District to the Master Planned Development (MPD) Zoning District.

Ryan's Landing Distant Aerial



Legend

-  Palm Coast City Limits
-  Ryan's Landing

SDE_Data.GDO.MAJOR_ROADS

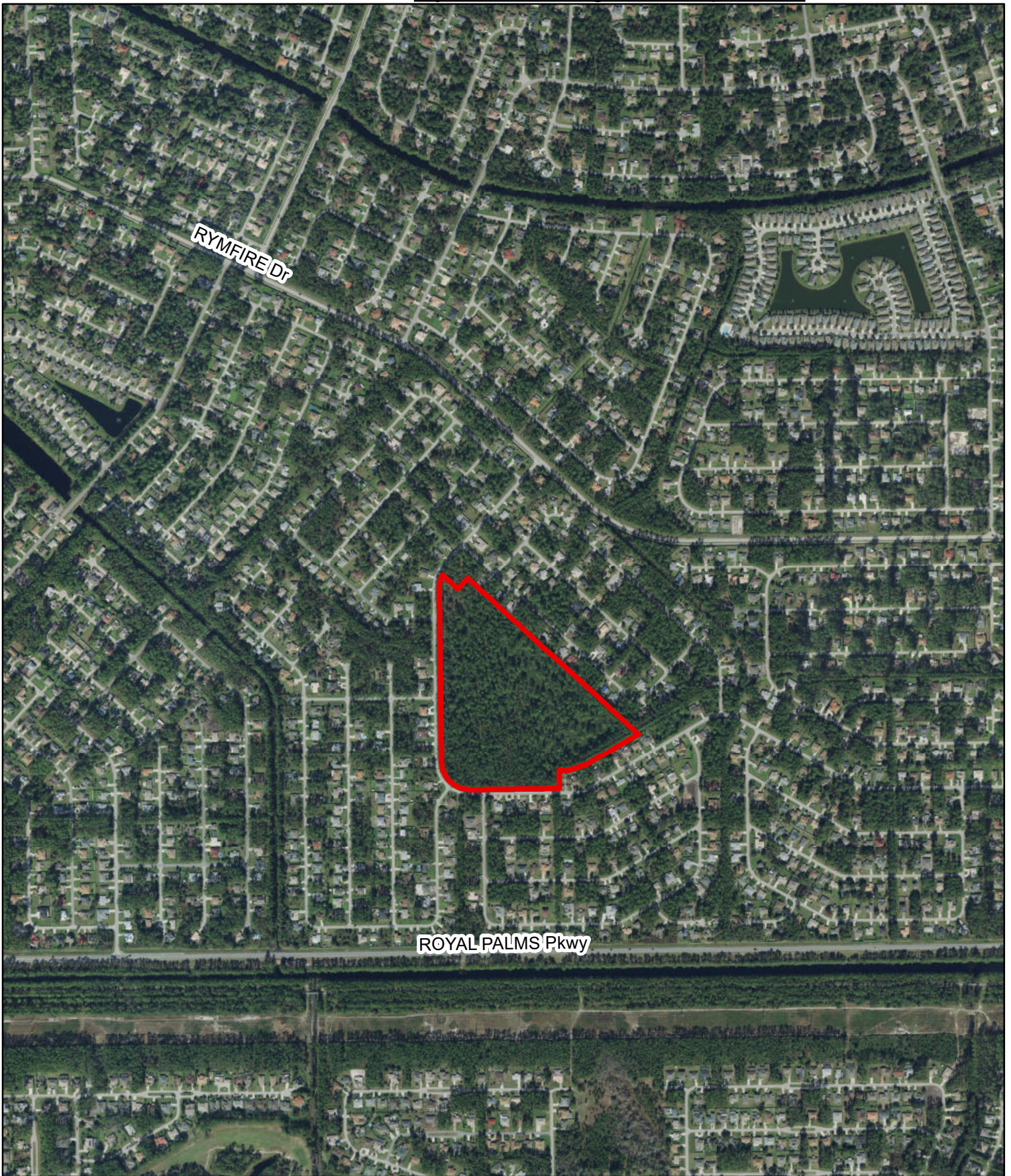
0 800 1,600
Feet





275

Map Provided By: Planning Division

Ryan's Landing Close-up Aerial



Legend

-  Palm Coast City Limits
-  Ryan's Landing

0 500 1,000
Feet



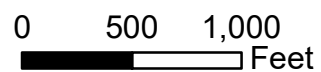
276

Map Provided By: Planning Division

An aerial photograph of a residential neighborhood. A specific parcel is outlined in red. The map includes labels for 'Residential', 'Mixed Use', 'Canals', 'Institutional', and 'Greenbelt'. The area is characterized by a grid of streets and a network of canals. The red-outlined parcel is located in the center-right of the map, adjacent to a canal and a residential street. The surrounding area is primarily residential, with some institutional and greenbelt areas visible at the bottom of the map.

Legend:

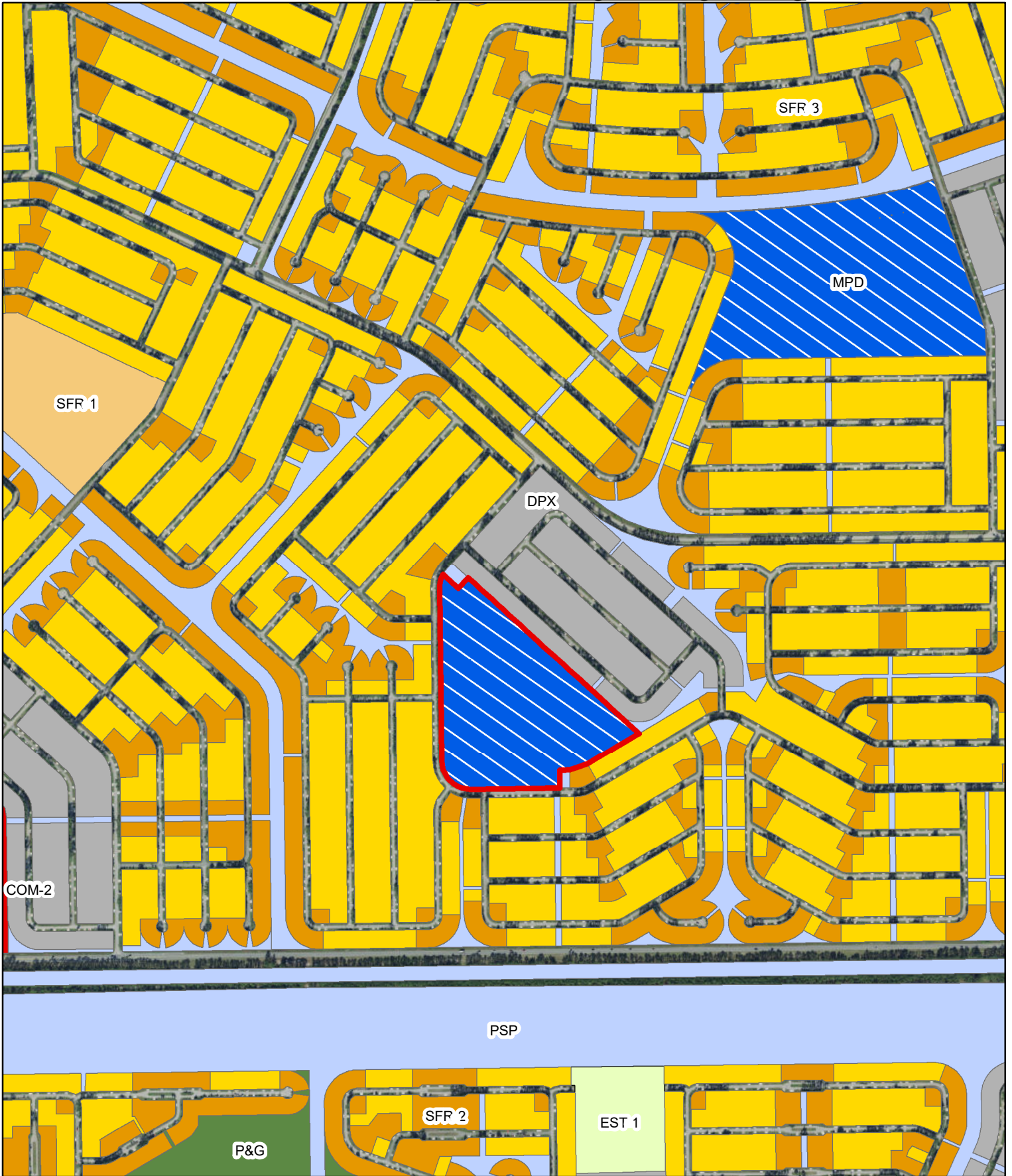
- Palm Coast City Limits (Blue outline)
- Ryan's Landing (Red outline)
- Palm Coast FLUM (Blue fill)
- Canals (Light Blue fill)
- Greenbelt (Dark Green fill)
- Institutional (Blue fill)
- Mixed Use (Red fill)
- Residential (Yellow fill)














277

Map Provided By: Planning Division

Ryan's Landing Existing Zoning



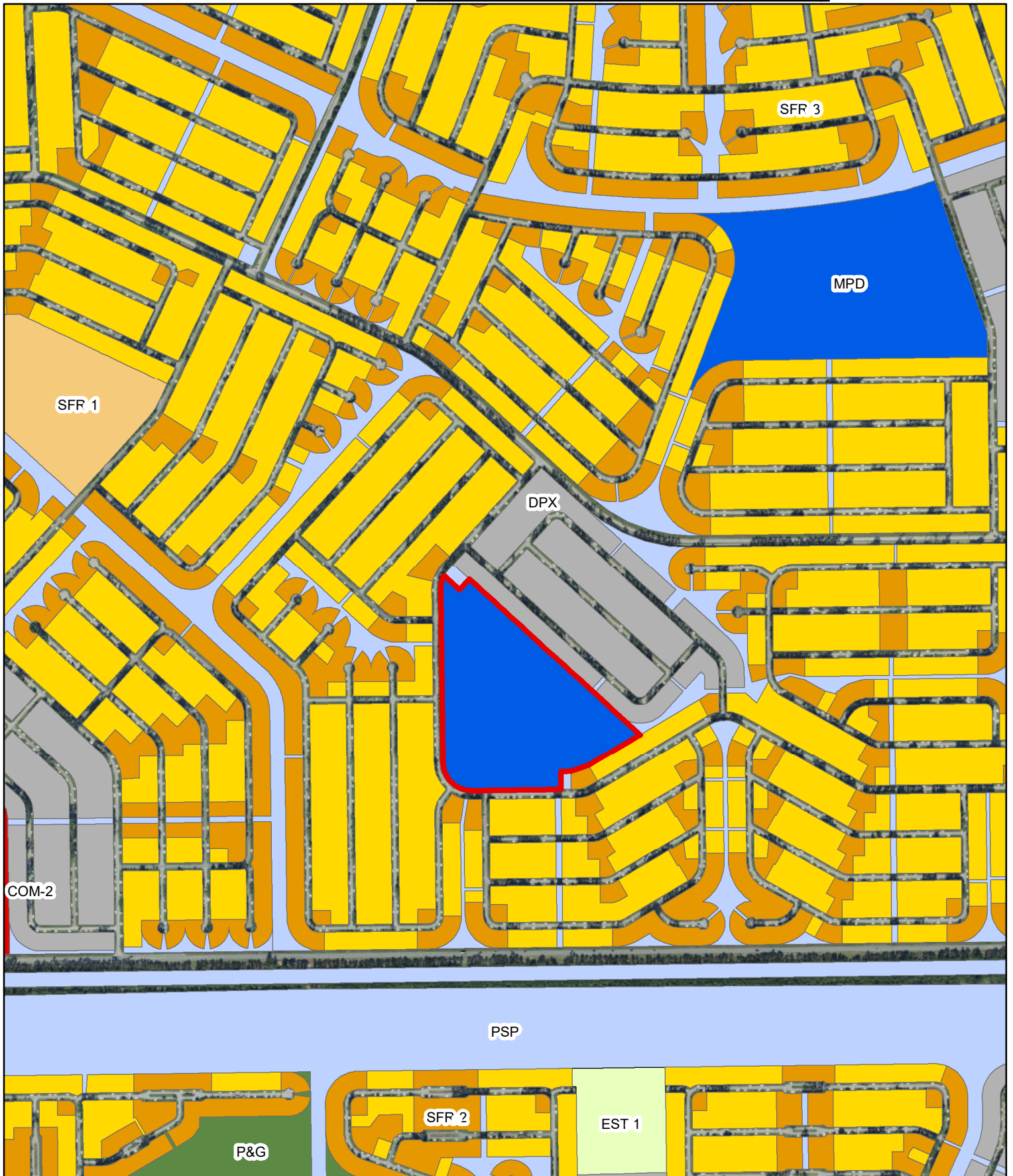
Legend

	Palm Coast City Limits		COM-2		MPD		SFR-1
	Ryan's Landing		DPX		P&G		SFR-2
	Palm Coast Zoning		EST-1		PSP		SFR-3












0 500 1,000 Feet



Ryan's Landing Proposed Zoning



Legend

	Palm Coast City Limits		COM-2		MPD		SFR-1
	Ryan's Landing		DPX		P&G		SFR-2
	Palm Coast Zoning		EST-1		PSP		SFR-3

0 500 1,000 Feet



LIVINGSTON & SWORD, P.A.

Attorneys At Law

MEMORANDUM

DATE: April 13, 2022

TO: Jordan Myers - JMyers@palmcoastgov.com

CC: Ray Tyner - RTyner@palmcoastgov.com
Dennis Leap - DLeap@palmcoastgov.com

FROM: Jay W. Livingston, Esq.

SUBJECT: Neighborhood Meeting for the Ryan's Landing Master Planned Development

A neighborhood meeting to discuss the Ryan's Landing Master Planned Development rezoning application on April 6, 2022 from 6 PM to 7 PM in the Palm Coast Community Center, Sunshine Room 112. A total of eight neighbors were in attendance as shown in the attached sign in sheet. In addition, three members of City staff were in attendance.

The neighbors had the following comments and questions about the rezoning application:

- Diane Ramirez of 161 Ryan Drive had the following comments:
 - She is concerned about the size of the lots as shown on the conceptual plan.
 - She is concerned about the traffic the project will generate.
 - She is concerned about the impact the project will have on the natural fauna on the project site. She noted that there are families of deer, bobcats and other animals in the area that will be impacted by the project.
- Nancy and Larry Gleason of 11 Ryburn Way had the following comments:
 - Their property is right across the street from the entrance to the project.
 - They are concerned about increases in traffic.
 - Ryburn Way is a cut through and they are concerned the project will increase the number of trips on the road.
 - They are concerned about additional traffic conflicting with a problem with street parking in the neighborhood that might create a safety issue.
 - They expressed their desire to have the Sheriff's department monitor the area.
 - They are concerned about the safety of walker's and biker riders using Ryan Drive from the increase in traffic.

- Ruth Palumbo of 131 Ryan Drive had the following comments:
 - She is concerned about “major flooding” that the project will cause.
 - She is concerned about the increased traffic in the neighborhood.
 - She would like there to be an additional access point to and from the project so all the traffic is not entering and existing Ryan Drive from the same location.
 - She would like there to be a sidewalk on the side of Ryan Drive that is adjacent to the project site.
 - She is concerned about the wildlife on the property that will be impacted by the project.
- Jasmine Douma of 26 Ryapple Lane had the following comments:
 - She is concerned about the density of the project.
 - She is concerned about the project infringing on the privacy of owners on her street. The lots along Ryapple Lane back up to the proposed lots and she wanted to know if a fence, landscaping or the preservation of existing vegetation was planned to minimize the impact these lots.
 - She is concerned about the impact the project will have on nature and noted that the project site is densely populated by animals.
 - She believes that the quality of life is degraded by the removal of nature.
 - She is concerned about the increased traffic.
 - She requested details about the fence that is referenced on the conceptual plan.
- Additional general comments made by the neighbors:
 - Concerns were raised about a particular house that had an excessive number of cars and street parking. City staff pointed out that this is a potential code enforcement issue.
 - Traffic is already excessive on Ryan Drive and the surrounding neighborhood with blind curves that create safety issues.
 - There were many general comments about the impact the project will have on the animals on the project site.



city of PALM COAST

Community Development Department

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

<u>Ryan's Landing MPD Neighborhood Meeting</u>	<u>Palm Coast Community Center Sunshine Room 112</u>	<u>April 6, 2022 at 6 PM</u>
--	--	------------------------------

Neighboring Property Owners: Please sign-in below if you would like the City to contact you by email of upcoming public meetings on this project, including Planning and Land Development Regulation Board and City Council hearings.

NAME	ADDRESS	PHONE	E-MAIL
Nancy Gary Gloom	11 Lyburn Way	413-464-2659	nancy.gloom@gmail.com
J. Downa	26 Ryapple Ln.	—	jb.lv@hotmail.com
RUTH PALUMBO B. McInnis	141 Ryan Dr.	386-283-4427	ruthbluewater@AOL.com
Diane Ramirez	161 Ryan Dr		dramirez2doc@gmail.com
Emmanuel Ramirez	161 Ryan Dr		emmanuel28906@gmail.com
Joanne- Carroll-Bussman	151 Ryan Dr	386-263-2125	grannybuzz@gmail.com



palmcoastgov.com

LIVINGSTON & SWORD, P.A.

Attorneys At Law

March 22, 2022

NOTIFICATION OF NEIGHBORHOOD MEETING FOR THE RYAN'S LANDING MASTER PLANNED DEVELOPMENT

**RE: Proposed Development Project – Ryan's Landing Master Planned
Development
Adjacent Property Owner Notification of Neighborhood Meeting**

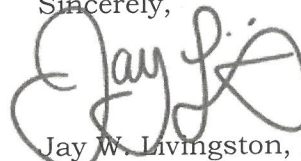
Dear Property Owner:

A Neighborhood Meeting to discuss the application for rezoning to Master Planned Development for the project known as Ryan's Landing located north and east of Ryan Drive with parcel ID # 07-11-31-7029-RP013-0010, is scheduled for **April 6, 2022 from 6 PM to 7 PM in the Palm Coast Community Center, Sunshine Room 112 located at 305 Palm Coast Parkway NE, Palm Coast, Florida 32137.**

The applicant has submitted an application to rezone the property to Master Planned Development and proposes up to 95 single family home on the property. A location map and conceptual master plan are attached for your use and reference.

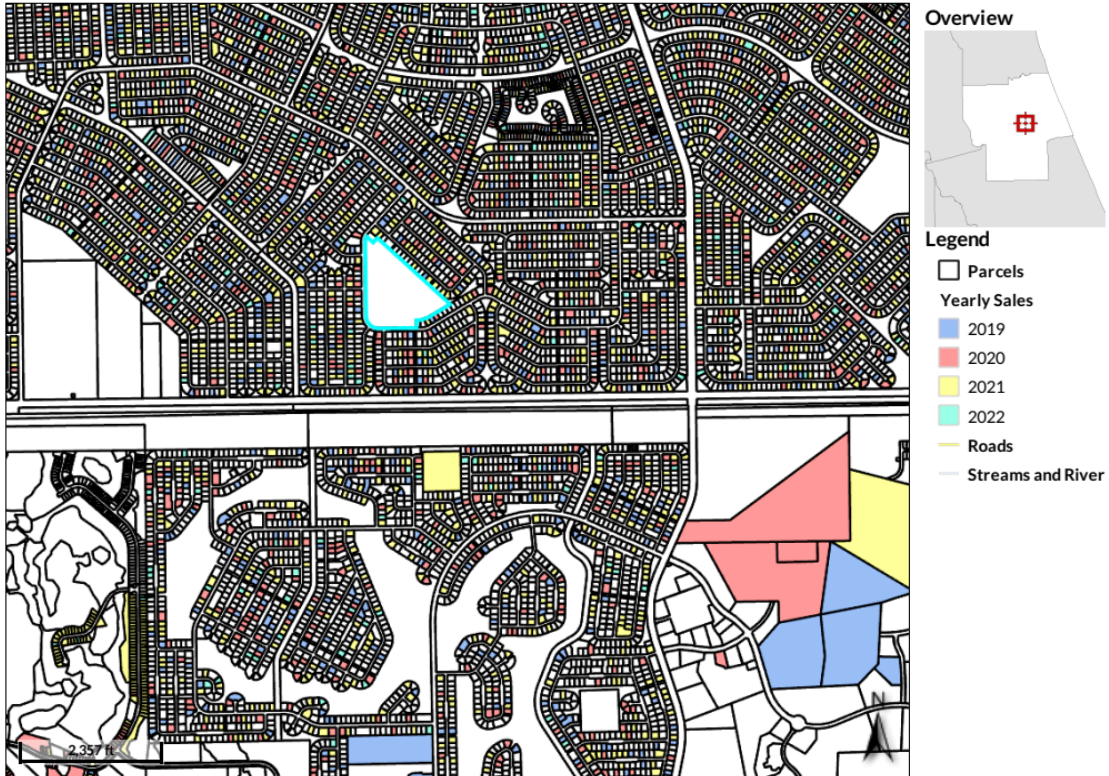
We look forward to seeing you at the above referenced meeting where we will discuss the development of the proposed project and its development review process through the City of Palm Coast. If you have any questions, please contact me at (386) 439-2945.

Sincerely,



Jay W. Livingston, Esq.
Attorney for Ryan's Landing, LLC

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

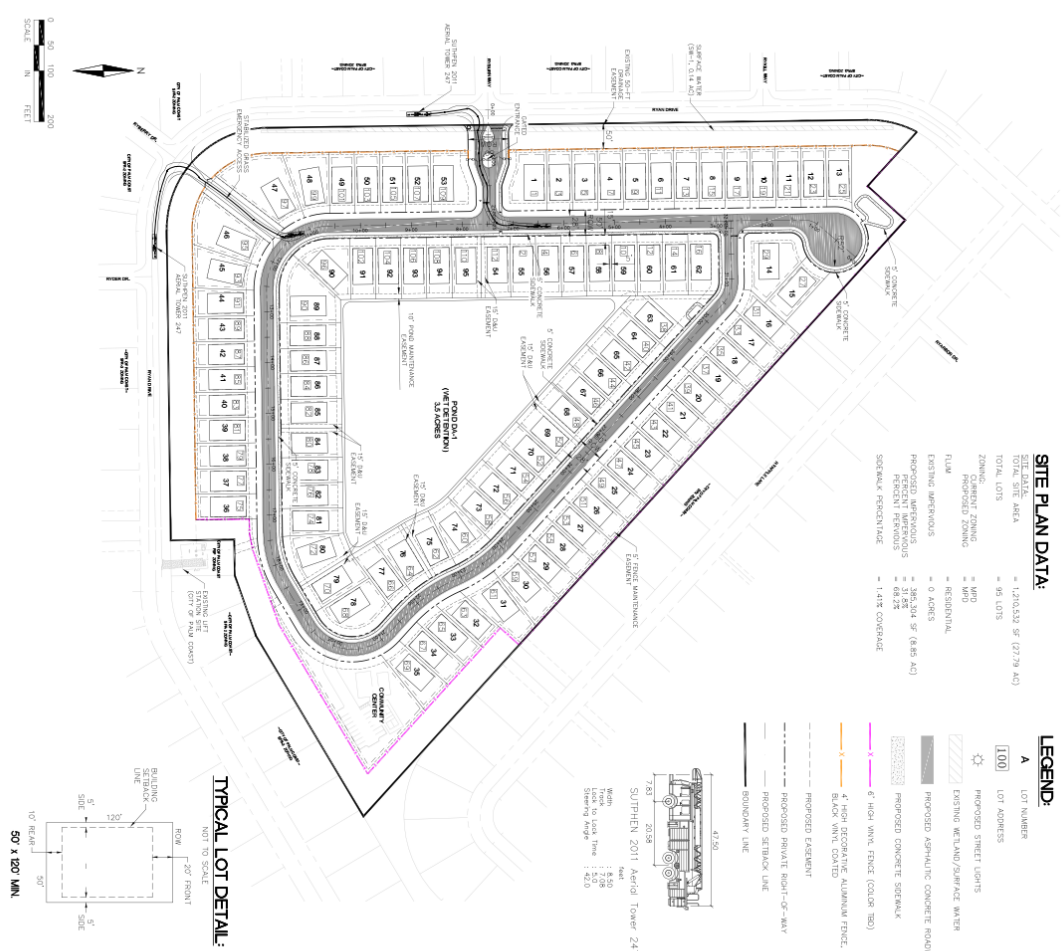


Parcel ID	07-11-31-7029-RP013-	Owner	RYAN'S LANDING LLC	Land Value	\$270,895	Last 2 Sales			
	0010		185 CYPRESS POINT PKWY	Ag Land	\$0	Date	Price	Reason	Qual
Prop ID	48395		STE 7	Value		11/14/2018	0	V	U
Class Code	NO AG ACREAGE		PALM COAST, FL 32164	Building	\$0	5/9/2018	0	V	U
Taxing	61	Physical	n/a	Value					
District		Address		Misc Value	\$0				
Acres	27.79			Just Value	\$270,895				
				Assessed	\$241,083				
				Value					
				Exempt	\$0				
				Value					
				Taxable	\$241,083				
				Value					

Date created: 3/18/2022

Last Data Uploaded: 3/18/2022 8:02:12 AM

Developed by **Schneider**
GEOSPATIAL



LOT AREA AND INTENDED USE TABLE:

PARCEL NAME	AREA (SQ)	AREA (AC)	INTENDED USE
LOT 47	14204.54	0.33	RECREATION AREA (COMMUNITY CENTER) - 0.33 ACRES
LOT 48	8645.49	0.20	RECREATION AREA (COMMUNITY CENTER) - 0.20 ACRES
LOT 49	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 50	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 51	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 52	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 53	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 54	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 55	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 56	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 57	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 58	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 59	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 60	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 61	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 62	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 63	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 64	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 65	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 66	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 67	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 68	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 69	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 70	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 71	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 72	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 73	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 74	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 75	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 76	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 77	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 78	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
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LOT 80	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 81	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 82	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 83	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 84	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 85	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 86	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 87	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 88	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 89	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 90	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 91	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 92	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 93	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 94	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 95	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 96	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 97	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 98	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 99	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES
LOT 100	6000.00	0.14	RECREATION AREA (COMMUNITY CENTER) - 0.14 ACRES

ALLIANT

10475 Fortune Bayway Ste 101
Jacksonville, FL 32256
904.250.1351
www.alliantinc.com

RYAN'S LANDING SUBDIVISION: A 55+ COMMUNITY

RYAN DRIVE
CITY OF PALM COAST, FLORIDA

FINAL ENGINEERING PLANS

OVERALL SITE PLAN

PROJECT TEAM DATA

ROLE	NAME	DATE
DESIGNED BY	RYAN'S LANDING	01/14/2022
CHECKED BY	RYAN'S LANDING	01/14/2022
APPROVED BY	RYAN'S LANDING	01/14/2022



NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 6th day of April, 2022 personally appeared
Jay W. Livingston who after providing a drivers license 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 subject to a rezoning as described
(# of signs) with Application # 5037

✓ 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

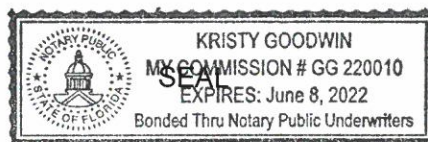
✓ At least ten (10) calendar days before the hearing date advertising the date, time, and location of
the City Council 2nd public hearing.

[Signature]
Signature of Responsible Party

Jay W. Livingston 391 Palm Coast Parkway SW #1, Palm Coast, FL 32137
Print Name & Mailing Address

[Signature]
Signature of Person Taking Acknowledgement

Kristy Goodwin
Name of Acknowledger (Typed, Printed or Stamped)



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: 5037
The City of Palm Coast Planning Board will hold a public hearing on the application at
5:30 P.M. on April 20, 2022
The City of Palm Coast City Council will hold a public hearing on this application at
7:00 A.M. on May 13, 2022 for the 1st Hearing
6:00 P.M. on June 3, 2022 for the 2nd Hearing
City Council public hearing not required.
Description of Request
☐ Special Exception ☐ Special Use
☒ Rezoning ☐ Public Use
☐ Future Land Use Amendment ☐ Semi Public Use
Rezoning from MPD (Master Planned Development)
to MPD (Master Planned Development)
Current Zoning: MPD Property Size: 27.79 SQ FT/Acre
Applicant: Robert G. G. G. G.
Public Hearing to be held at
City of Palm Coast, 1000 N. Highway 1A, Palm Coast, FL 32137
For more information, please call City of Palm Coast at 386-326-3344
City of Palm Coast

City of Palm Coast NOTICE OF PUBLIC HEARING

Application Number: 5037

The City of Palm Coast Planning Board will hold a public hearing on the application at

5:30 P.M. on April 20, 2022

The City of Palm Coast City Council will hold a public hearing on this application at

9:00 A.M. on May 17, 2022 for the 1st Hearing

6:00 P.M. on June 7, 2022 for the 2nd Hearing

City Council public hearing not required.

Description of Request

☐ Special Exception

☐ Special Use

☒ Rezoning

☐ Public Use

☐ Future Land Use Amendment

☐ Semi Public Use

Rezoning from MPD to MPD (Master Planned Development)

Current Zoning: MPD

Property Size: 27.79

SQ.FT/Acres

Applicant: Robert Gazzoli

Public Hearing to be held at

Council Chambers in the Community Wing of City Hall
160 Lake Avenue

For more information please call City of Palm Coast,
Do not remove poster prior to the completion of public hearings

PLANNING 386-3736

From: [Ms. Jordan Myers](#)
To: [Irene Schaefer](#)
Subject: FW: Ryan's Landing
Date: Wednesday, April 20, 2022 8:16:51 AM
Attachments: [image001.png](#)
[image003.png](#)
[image005.png](#)
[image007.png](#)
[image009.png](#)
[image011.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)

This was my response.

Ms. Jordan Myers, CFM
Environmental Planner
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-2320
Mobile: 904-562-0045
www.palmcoastgov.com
[Beta: www.palmcoastgov.com](http://www.palmcoastgov.com)



From: Ms. Jordan Myers
Sent: Tuesday, April 19, 2022 2:54 PM
To: 'dramirezdoc@gmail.com' <dramirezdoc@gmail.com>
Cc: Ray Tyner <RTyner@palmcoastgov.com>; Jason DeLorenzo <JDeLorenzo@palmcoastgov.com>
Subject: Ryan's Landing

Good Afternoon Ms. Ramirez,

I have included your email to the Mayor in the agenda item for the Planning and Land Development Regulation Board so that they will see your concerns first hand through your letter. I also encourage you, if you are able, to attend the meeting tomorrow night at 5:30pm in the Community Wing of City Hall. I would also like to speak to the City's Level of Service and code regulations when it comes to roadways. Our Level of Service (LOS) per our Comprehensive Plan is a *LOS D, which is characterized by generally free-flowing conditions with measurable congestion during certain peak-hour periods and at other times of the day that may last for short periods of time* (Policy 2.1.1.1 Comprehensive Plan). We also require a traffic study to be done for the project, in this case it is required at the Preliminary Plat. This traffic study will be reviewed by our Traffic Engineer to make sure that the number of trips from the proposed subdivision will not decrease the LOS for Ryan Drive. A Listed Species Study is also required at the Preliminary Plat for this project. The Listed Species study is done by an Environmental Professional who checks the entirety of the site for wetlands and Endangered/Listed Species. This report has already been submitted and reviewed and there are no Endangered/Listed Species on the proposed project. Please also see the link below that will take you to the full agenda item for the meeting tomorrow.
http://docs.palmcoastgov.com/_packets/pldrb/AgendaPacket_2022-04-20_FinalPLDRB.pdf

Sincerely,

Ms. Jordan Myers, CFM
Environmental Planner
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-2320
Mobile: 904-562-0045
www.palmcoastgov.com
[Beta: www.palmcoast.gov](http://www.palmcoast.gov)



From: [Diane Ramirez](#)
To: [David Alfin](#)
Subject: RYANS LANDING
Date: Saturday, April 9, 2022 3:53:54 PM

To whom it may concern,

We are residents of Ryan Drive and many of our neighbors and we are extremely concerned with the proposed building of Ryans Landing in the large lot on Ryan Drive.

First, in looking at the proposed site map for the development, there are homesites as small as 6000 square feet. That is not in keeping with the typical neighborhood property size in the R section near Ryan Drive, most of which are at least 10,000 square feet. This size lot may be amenable to potential buyers but it creates significant density of residential homes. The density itself causes numerous problems the most significant of which would be increased traffic.

Second, traffic has already increased significantly on Ryan Drive during this latest building boom that has taken many of the natural spaces from our neighborhood. The proposed development of 95 homes would add at least 100 cars to the already increasingly congested roads. With the current lack of traffic control, patrolling in the neighborhood, this will put people walking, riding bicycles, and other traffic at risk for crashes and injuries.

Third, this particular lot has been home to innumerable species of native wildlife, including birds of prey like hawks, birds like cardinals and blue jays, bobcats, and at least one family of deer. The deer visit the neighboring properties like mine to forage and return to the large lot for safety. We worry what will become of them. There are very few places where they can now go safely.

This development was attempted once before, in 2008-09 and the proposed number of residential units was 69. Why has it suddenly jumped to 95? The profit motive for the builders has obscured any concern for the neighboring properties and our way of life here. What's more, the property values for the existing homes in the neighborhood will likely decrease significantly given the tiny neighboring lot sizes and massive amounts of traffic that will fly past our homes on Ryan Drive and neighboring streets.

We unequivocally do not want this development to go forward. In the face of the inevitable, however, we will concede that it likely will but we beseech you to consider us, consider the residents who already live here that must put up with years of construction that includes noise, dirt, clogged roads and with no light at the end of that tunnel, put up with a tremendous amount of new traffic on our once quiet streets. If you find that you MUST approve this development at all, then we ask that it be scaled back, at least to the original proposal of 69 homes, if not fewer. Please don't destroy our neighborhood in your haste to develop Palm Coast or the greed of local developers who don't care about where they build or who it impacts, only how much money they can squeeze out of the land.

In addition, if this development MUST go forward, we further request that there be at least two ingress and egress points to allow traffic to flow in both directions of Ryan Drive so that one portion of it does not bear the brunt of all of those cars alone.

Sincerely,

Diane Ramirez

Emmanuel Ramirez

161 Ryan Drive

From: [Lori Brown](#)
To: [Irene Schaefer](#)
Subject: Planning and Land Development Regulations Board Meeting Agenda for 4/20/22
Date: Monday, April 18, 2022 10:55:50 PM

4/18/2022

Dear Palm Coast Land Development Regulation Board,

I am writing to your board about application #5037, the application is about Ryan's Landing LLC Housing Development. This Development is asking for a rezoning in the building of 95 single family homes. This MEGA project is asking for us the citizens of Palm Coast in the immediate vicinity of Ryan Drive. This project is asking for us to give an entire block of forestry that is a habitat for countless animals and water ways that is truly needed for the people that reside in immediate vicinity of the "R" section of Ryan Drive and all other local streets. I Sean Brown of 4 Ryder Drive, that sees this forestry everyday. I say NO to this project for many reasons.

<!--[if !supportLists]-->1. <!--[endif]-->The loss of wildlife

<!--[if !supportLists]-->2. <!--[endif]-->No immediate benefits to anyone that is a home owner in the "R" section and the entire Palm Coast

<!--[if !supportLists]-->3. <!--[endif]-->No guarantee that local contractors will be hired to work on this MEGA project

<!--[if !supportLists]-->4. <!--[endif]-->No guarantee of any apprenticeship language for any local workers

<!--[if !supportLists]-->5. <!--[endif]-->The total loss off all tress, birds, deer, rabbits, all could happen because there was no environmental impact study brought in front of this town board.

This will be a total loss to the residents that own in this area of Palm Coast.

I am sorry to say I can not attend this planning board meeting because I work at a local hospital. I would like the Palm Coast City council to add my letter about Ryan's Landing Development to the City council meeting on May 17th and the second meeting on June 7th 2022.

Thank you for your time,

Sean Brown

4 Ryder Drive

Palm Coast FL 32164

631-748-8685

From: [City of Palm Coast](#)
To: cydweeks@palmcoasting.com
Subject: RE: Thank you for contacting the City of Palm Coast [ref:_00D1UqfHJ._5005b1RDgJu:ref]
Date: Tuesday, April 19, 2022 11:48:13 AM

Good Morning Mr. Weeks,

The sign you attached is for a proposed rezoning that will be heard at the Planning and Land Development Regulation Board tomorrow at 5:30pm. The definition of MPD or Master Planned Development did not change, however the applicant is proposing to repeal and replace their existing MPD agreement with a new one. They cannot start building until this rezoning is heard, and if approved they still need to have a preliminary plat approved before they can begin construction. I hope this has answered your questions.

Sincerely,

Jordan Myers, CFM

----- Original Message -----

From: City of Palm Coast [customer-service2@palmcoastgov.com]

Sent: 4/18/2022 11:34 AM

To: cydweeks@palmcoasting.com

Subject: Thank you for contacting the City of Palm Coast
ref:_00D1UqfHJ._5005b1RDgJu:ref



Thank you for contacting the City of Palm Coast. Your request has been received and we will update you when the request has been resolved.

If you need to contact us, please use the Reference Number [00105900](#) to refer to this request.

Sincerely,

City of Palm Coast
www.palmcoast.gov/connect



Manage your cases all in one location

You can create a case, tracking existing cases,
ask a question, upload supporting pictures or
documents

Create a case

Menu





Case Number: 00105900

Status: Closed

can you please explain what this is?

Case Details

Name	Phone
Cyd Weeks	Case Number
Subject	00105900
can you please explain what this is?	Sub Type
Type	Status
Planning / Zoning	Closed
Created	Closed
04/18/2022 11:34:44	04/19/2022 15:16:16
Last Updated	Location
04/19/2022 15:16:17	
Description	
Description: https://us1-photo.nextdoor.com/post_photos/d3/09/d30948ec99b4ebe6be29e32bfc141a47.jpg?request_version=v2&output_type=jpg&sizing=linear	
It's on Ryan Dr. They already were approved for an MPD.did the definition of MPD change or something? Are they looking to start building? Cyd Cyd Weeks, Broker Owner, RealtorR Palmcoasting.com Real	



Estate Corp 39 Ryder Dr
Palm Coast, FL 32164 386-
793-7302 386-868-2525
NEW fax
www.palmcoasting.com
<<http://www.palmcoasting.com/>>
www.homeasap.com/cydweeks
to search NOW Description:
cid:image004.png@01CF2361.E6902540
Looking to buy or sell? I'm
here for you! Referrals are
always appreciated. Are
you a veteran? Buy or sell
through us and get a
lifetime membership to
AMVETS MEMBER: FOP Lodge
171 PAST PRESIDENT: AMVETS
Ladies Aux Post 113 -- This
email has been checked for
viruses by Avast antivirus
software.
<https://www.avast.com/antivirus>
PLEASE NOTE: Florida has a
very broad public records
law. Most written
communications to or from
City of Palm Coast officials
and employees regarding
public business are public
records available to the



public and media upon request. Your e-mail communications may be subject to public disclosure.

Closing Notes

City of Palm Coast

160 Lake Avenue
Palm Coast, FL 32164
386.986.2360

Monday-Friday 8am-5pm



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