



City of Palm Coast
Agenda
Planning and Land
Development Regulation
Board

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

Chairman Clinton Smith
Vice Chairman Sandra Shank
Board Member James Albano
Board Member Sybil Dodson-Lucas
Board Member Jake Scully
Board Member Charles Lemon
Board Member Christopher Gabriel
Alternate Board Member Hung
Hilton
Alternate Board Member Suzanne
Nicholson
School Board Rep Patty Bott

Wednesday, April 20, 2022

5:30 PM

City Hall- Community Wing

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- Public comment on issues on the agenda or public participation shall be limited to 3 minutes.
- Other matters of concern may be discussed as determined by Committee during the meeting.
- If you wish to obtain more information regarding the agenda, please contact the Community Development Department at 386-986-3736.
- In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a reasonable accommodation to participate in any of these proceedings or meeting should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while meeting is in session.
- Any person who decides to appeal any decision with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Call to Order and Pledge of Allegiance

Roll Call and Determination of a Quorum

Approval of Meeting Minutes

**1 MEETING MINUTES OF THE MARCH 16, 2022 PLANNING AND LAND DEVELOPMENT
REGULATION BOARD MEETING**

Public Hearing

2 RYAN'S LANDING REZONING - APPLICATION # 5037

Board Discussion and Staff Issues

Adjournment

City of Palm Coast, Florida Agenda Item

Agenda Date: April 20, 2022

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Account #
Subject	MEETING MINUTES OF THE MARCH 16, 2022 PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING	
Presenter: Irene Schaefer, Recording Secretary		
Background:		
Recommended Action: Approve as presented.		



**City of Palm Coast
Minutes
Planning and Land
Development Regulation
Board**

City Hall
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Palm Coast, FL 32164
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School Board Rep Patty Bott***

Wednesday, March 16, 2022

5:30 PM

City Hall- Community Wing

RULES OF CONDUCT:

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

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

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

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

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

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

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

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

Call to Order and Pledge of Allegiance

Chair Smith called the March 16, 2022 Planning and Land Development Regulation Board (PLDRB) meeting to order at 5:30pm.

Roll Call and Determination of a Quorum

Present and responding to roll call were:

*Chair Smith
Mrs. Lucas
Ms. Nicholson
Mr. Albano
Mr. Hilton
Mr. Gabriel
Ms. Bott*

*Excused:
Vice Chair Shank
Mr. Scully
Mr. Lemon*

Approval of Meeting Minutes

1 MEETING MINUTES OF THE FEBRUARY 16, 2022 PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING

Pass

Motion made to approve as presented by Board Member Albano and seconded by Board Member Dodson-Lucas

Approved - 6 - Chairman Clinton Smith, Board Member Sybil Dodson-Lucas, Board Member Suzanne Nicholson, Board Member James Albano, Board Member Hung Hilton, Board Member Christopher Gabriel

Public Hearing

2 HSC PALM COAST US 1, LLC, DOLLAR GENERAL SPECIAL EXCEPTION, APPLICATION # 5044

Mr. Bill Hoover, Senior Planner, AICP, introduced this agenda item and explained the need for the Special Exception application as this project is within 500 ft. of residentially zoned properties. Mr. Hoover also introduced Ms. Estelle Lens, Planner, AICP, who gave a presentation which is attached to this record.

Ms. Linda Biro, Project Coordinator from the Hix Snedeker Companies, representing the developer introduced herself and was available to answer any questions. Mrs. Lucas asked Ms. Biro if they had experience running this type of store in other communities and Ms. Biro stated yes she worked on the store on Matanzas Woods Pkwy. for Dollar General with Mr. Hoover. She stated that Hix Snedeker has worked on sites for this client in 6 other states. Ms. Biro stated that she personally has 17 projects that she is overseeing currently.

Mr. Hilton asked about the concept of a "food desert" created by small box stores that cater to people with lower income and/or less mobility, he asked

about any plans for other grocery stores in this area. Mr. Hoover mentioned that there have been talks with someone to put a grocery store in at Seminole Woods Blvd. and US 1, and that there are negotiations with a shopping center developer who is working on this plan.

Chair Smith asked about this site being previously approved for a Roto-Rooter franchise. Ms. Lens did not recall however Chair Smith clarified that his point was to show that this site is a commercial site surrounded by industrial sites with the exception of the Multi-Family Residential (MFR-2) approved property behind this site.

Ms. Biro stated that this site will be comprised of a 12,480 ft. market store which will offer fresh produce and it will have more fresh items and selections to offer to the people.

Chair Smith asked the size of the Dollar General on Matanzas Woods Pkwy. and Ms. Biro stated that it was 10,640 ft. Mrs. Lucas stated she was pleased to hear about the fresh offerings.

Chair Smith opened this item to public comment at 5:45pm and seeing no one approach the podium he closed this item to public comment at 5:46pm.

Pass

Motion made to approve by Board Member Dodson-Lucas and seconded by Board Member Albano

Approved - 6 - Chairman Clinton Smith, Board Member Sybil Dodson-Lucas, Board Member Suzanne Nicholson, Board Member James Albano, Board Member Hung Hilton, Board Member Christopher Gabriel

3 SOMERSET AT PALM COAST PARK SUBDIVISION MASTER PLAN, APPLICATION # 4988.

Chair Smith stated that at a previous PLDRB meeting for an application involving Palm Coast Park there was some concern about Chair Smith's working for the Palm Coast Park Community Development District (CDD) and so he wished to disclose that to date this development nor this developer have approached the Palm Coast Park CDD about maintaining anything, so Chair Smith discussed with Ms. Katie Reischmann, Legal Counsel, this issue and he and Ms. Reischmann believe he is on firm ground to participate in the vote on this item.

Mr. Hoover introduced this agenda item and gave a brief description of this project located at the Palm Coast Park DRI/MPD, he also introduced Ms. Estelle Lens, Planner, AICP, who gave a presentation which is attached to this record.

Mr. Fred "Rudd" Jones, Matthews Design Group, approached the podium and stated he is present to answer any PLDRB members' questions.

Mr. Albano asked about the rationale of the product mix of the 40' and 50' lots. Mr. Jones stated that it was requested by the developer. Chair Smith asked about the placement of the lots on the plan (being intermingled). Mr. Jones stated that he wasn't aware of the marketing analysis that led to that discussion

however it may be something that has worked for them in the past. Mr. Albano asked if any renderings or elevations were available for the proposed housing product. Mr. Jones stated that he didn't have any renderings at this time. Mr. Gabriel asked if there was any information on the minimum square footage on these houses. Mr. Jones stated that he didn't have that information. Ms. Nicholson asked, in regard to the traffic study, if there had been any consideration given to any impacts onto the feeder roads onto US 1 with regard to the traffic once they leave US 1. Mr. Jones stated that the traffic analysis takes that all into consideration. Ms. Nicholson asked for clarification that the traffic analysis takes into account the traffic impacts once it leaves US 1. Mr. Jones stated that the report does include US 1 and includes movements onto and off of those adjacent roadways (Matanzas Woods Pkwy., Belle Terre Pkwy.). Chair Smith stated that a traffic study usually includes impacts to the entire "roadway" area. Mr. Albano asked what qualifies the property as a Master Planned Development (MPD). Mr. Hoover stated that the property is associated with a Development of Regional Impact (DRI) and the associated MPD sits below the DRI. The Palm Coast Park DRI developer spent a large amount of money on the required public benefit such as the multi-use path along US 1. They also have spent millions of dollars on the improvements on Matanzas Woods Pkwy. going towards the interstate interchange. They also have donated lands for school sites and recreation areas. Mr. Hoover stated that the utility staff is comfortable with 40' lots. Mr. Albano asked about the setbacks for these 40' lots. Mr. Hoover quoted from the staff report which are listed as: side yard setbacks 5', front 20' and rear 10'.

Chair Smith opened this item to public comment at 6:01pm and seeing no one approach the podium he closed this item to public comment at 6:02pm.

Mrs. Lucas asked Mr. Albano about his concerns about the size of the 40' lots. Mr. Albano stated his concern is that the increase in the number of MPDs being approved with narrower lots, and because the MPD have amenities the price of the home will be driven up. He also has noticed smaller homes being put on the larger 80' (ITT) lots throughout Palm Coast because these MPDs are driving out the lower priced homes. He is concerned about seeing a lot of smaller, non-descript homes in Palm Coast because of the lack of other opportunities to locate smaller homes. Mr. Albano stated that the smaller homes also effects the architectural details since it is hard to add a lot of detail to a 30' wide home.

Pass

Motion made to approve as project is consistent with the City's Comprehensive Plan, the Land Development Code and the Palm Coast Park DRI/MPD including the following conditions:

- 1. During the Preliminary Plat the applicant shall enter into agreements with the City, in a form acceptable to the City, to allow cross access and construction of a road with associated stormwater facilities on City property,**
- 2. During the Preliminary Plat the applicant shall update the traffic impact analysis and reach agreement with the City Traffic Engineer and FDOT on needed improvements including turn lanes that will be required to be provided by the applicant, by Board Member Hilton and seconded by Board Member Albano**

Approved - 5 - Chairman Clinton Smith, Board Member Suzanne Nicholson, Board Member James Albano, Board Member Hung Hilton, Board Member Christopher Gabriel

Denied - 1 - Board Member Sybil Dodson-Lucas

During the vote: Ms. Nicholson voted yes but stated that she was disappointed in the presentation as she feels that they didn't have enough information to try to make this decision. It has a feeling that it may not necessarily be a good product for our community but it falls within the guidelines of what we as PLDRB members have to approve.

Mr. Albano stated that he concurred. Chair Smith also concurred with the thought that the presentation could have been better.

Board Discussion and Staff Issues

Mr. Albano recommended to staff that we start to look at better products. Mr. Hoover stated that the time to address the lot sizes is during the rezoning application, which occurred for this property a few years ago. He also stated that it is difficult during the Master Site Plan application, which does not require elevations, when the project meets the property's zoning requirements to question the size of the property.

Mr. Hilton informed the PLDRB members that he applied for the open City Council seat and the members wished him luck.

Mr. Albano again wished Mr. Hoover a great retirement.

Adjournment

Motion made that the meeting be adjourned by Mr. Albano and the motion was seconded by Mr. Hilton. The meeting was adjourned at 6:09PM.

*Respectfully Submitted by:
Irene Schaefer, Recording Secretary*

Pass

Motion made to approve by Board Member Albano and seconded by Board Member Hilton

Approved - 5 - Chairman Clinton Smith, Board Member Sybil Dodson-Lucas, Board Member Suzanne Nicholson, Board Member James Albano, Board Member Hung Hilton

City of Palm Coast, Florida Agenda Item

Agenda Date: April 20, 2022

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Account #
Subject RYAN'S LANDING REZONING - APPLICATION # 5037		
Presenter: Jordan Myers, Environmental Planner, CFM		
<p>Background:</p> <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 south east corner of the project. Based on this conceptual site plan the project would have an expected density of 3.42 units/per acre.</p> <p>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 will be run approximately two weeks before each of the three public hearings.</p>		
<p>Recommended Action:</p> <p>Planning staff recommends that the Planning and Land Development Regulation Board determine the proposed rezoning of Ryan's Landing (Application No. 5037) is consistent with the Comprehensive Plan and recommend approval to City Council to rezone 27.79 +/- acres</p>		

from the Master Planned Development (MPD) Zoning District to the Master Planned Development (MPD) Zoning District.



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR RYAN'S LANDING REZONING
PLANNING AND LAND DEVELOPMENT REGULATION BOARD
PUBLIC HEARING ON APRIL 20, 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 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, 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.

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, the proposed 50' wide lots are vested due to the consent order. 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.

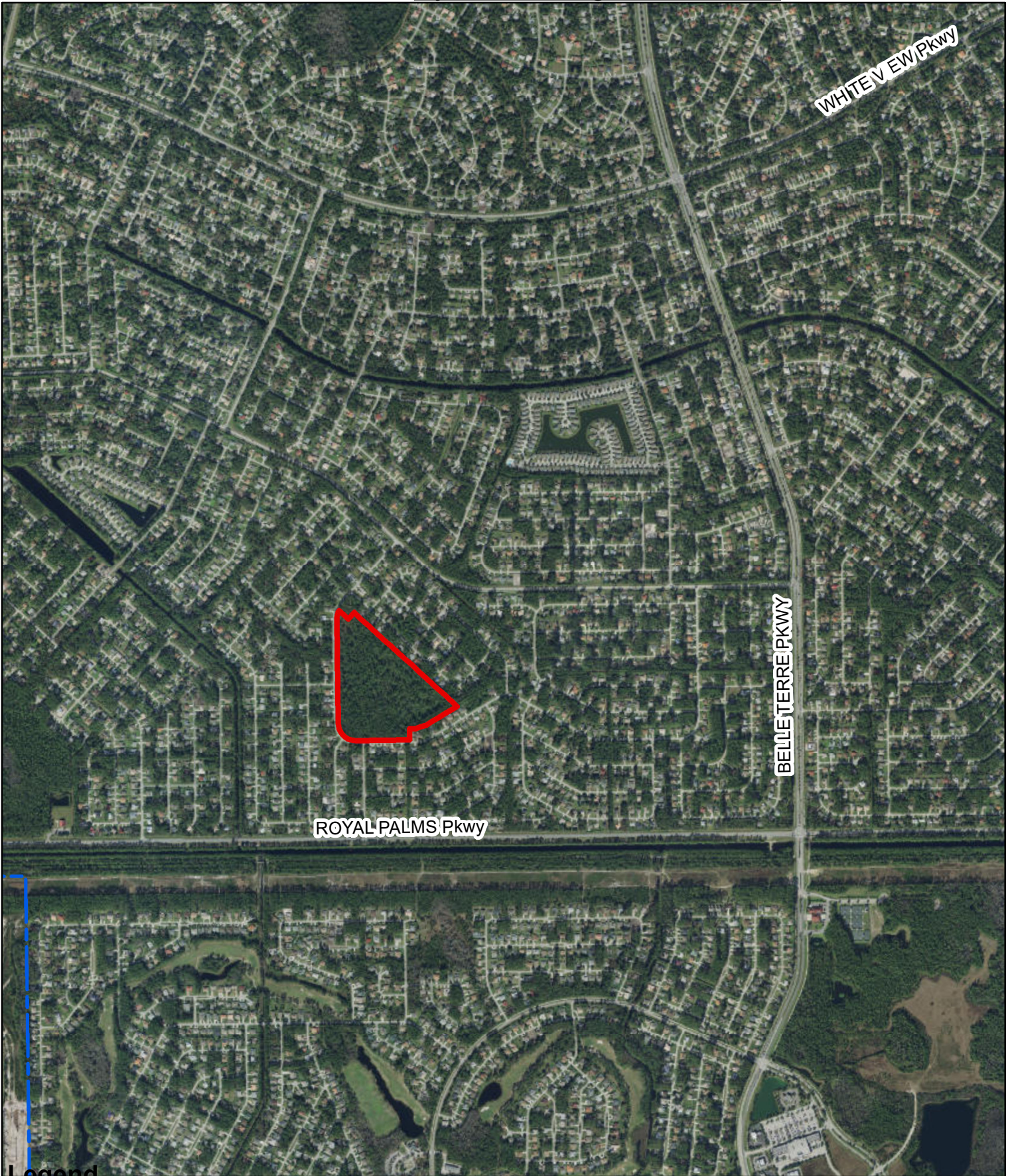
To comply with this standard, the developer notified the neighboring property owners via standard USPS mail of an upcoming neighborhood meeting that was held on April 6, 2022 at 6:00 P.M. at the Palm Coast Community Center located at 305 Palm Coast Parkway NE.

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

Planning staff recommends that the Planning and Land Development Regulation Board determine the proposed rezoning of Ryan's Landing (Application No. 5037) is consistent with the Comprehensive Plan and recommend approval to City Council to 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

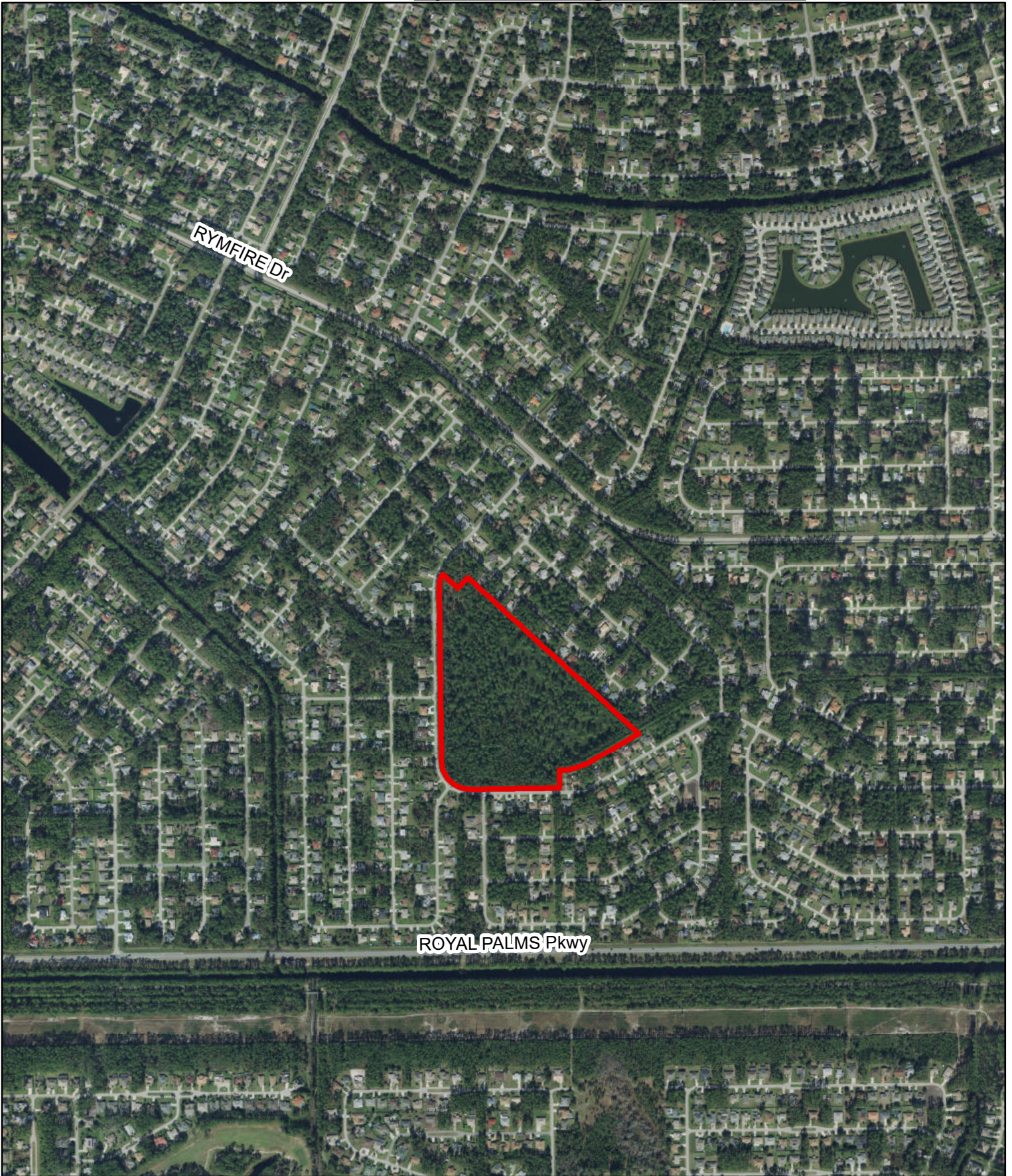
-  Palm Coast City Limits
-  Ryan's Landing

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Ryan's Landing Close-up Aerial



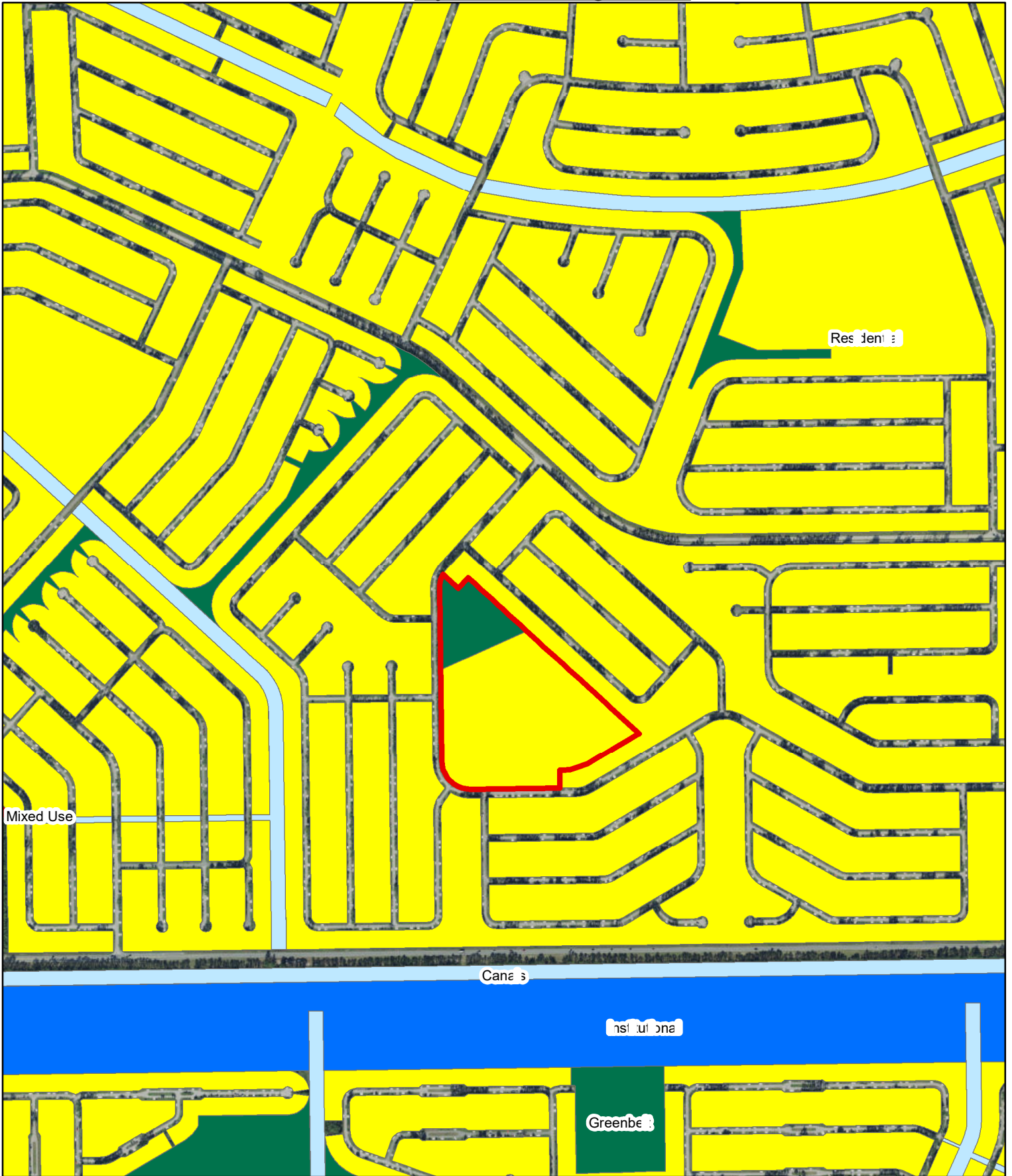
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-  Palm Coast City Limits
-  Ryan's Landing








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Ryan's Landing FLUM



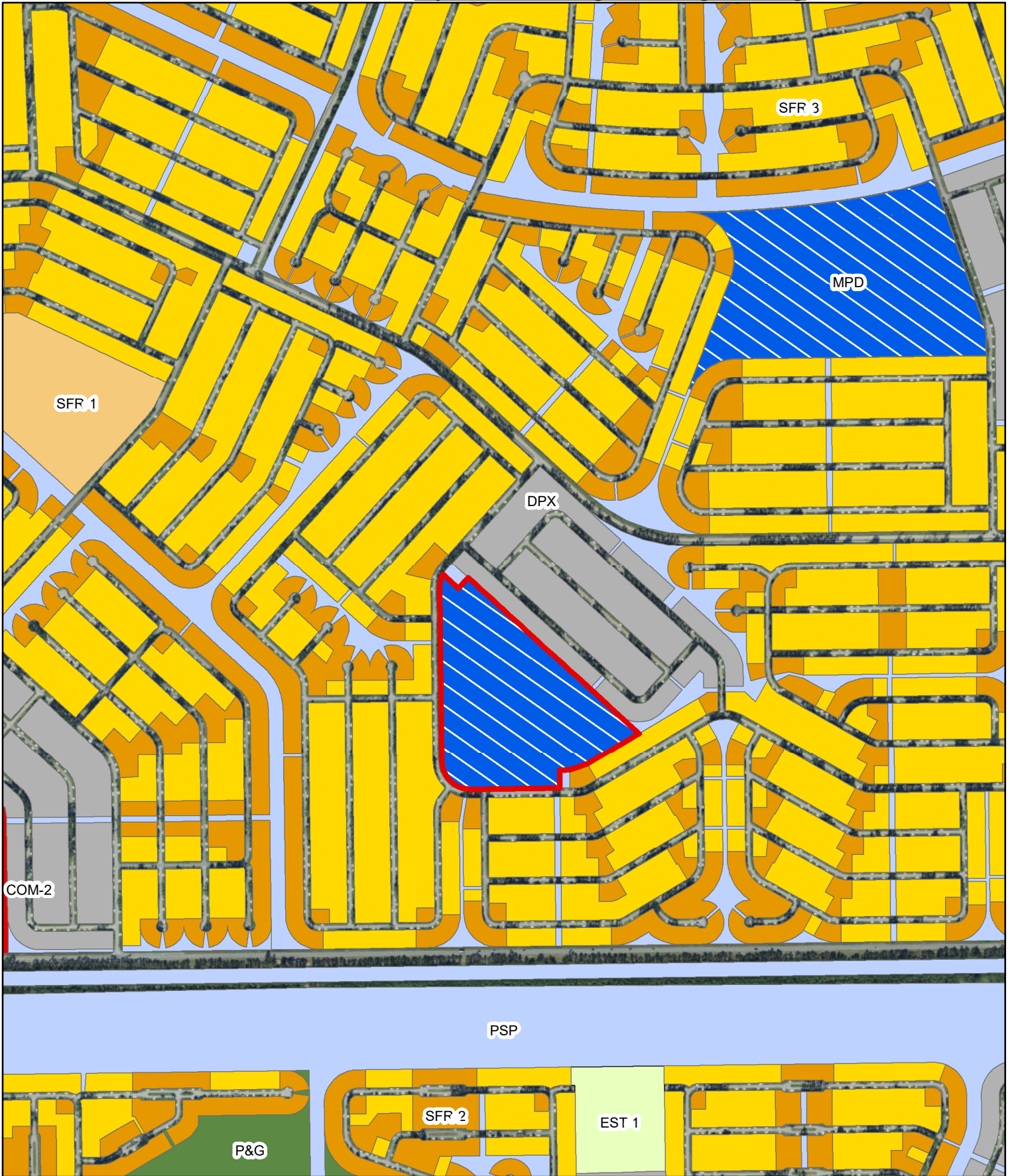
Legend

- | | | | |
|--|------------------------|---|---------------|
|  | Palm Coast City Limits |  | Institutional |
|  | Ryan's Landing |  | Canals |
| | |  | Greenbelt |
| | |  | Residential |
| | |  | Mixed Use |











0 500 1,000 Feet



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

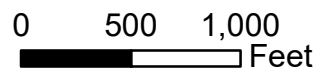


Ryan's Landing Proposed Zoning



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



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.

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

- 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

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

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 Amy Bloom	11 Lyburn Way	413-464-2659	nancy.glaeser@3@gmail.com
J. Downa	26 Ryapple Ln.	—	jb.hv@hotmail.com
RUTH PALUMBO B. Mc Innis	141 Ryan Dr.	386-283-6427	ruthbluewater@AOL.com
Diane Ramirez	161 Ryan Dr		dramirezdoc@gmail.com
Emmanuel Ramirez	161 Ryan Dr		emmanuel28906@gmail.com
Joanne-Carroll-Bussman	151 Ryan Dr	386-243-2125	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**

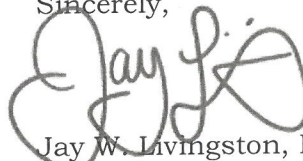
Dear Property Owner:

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.

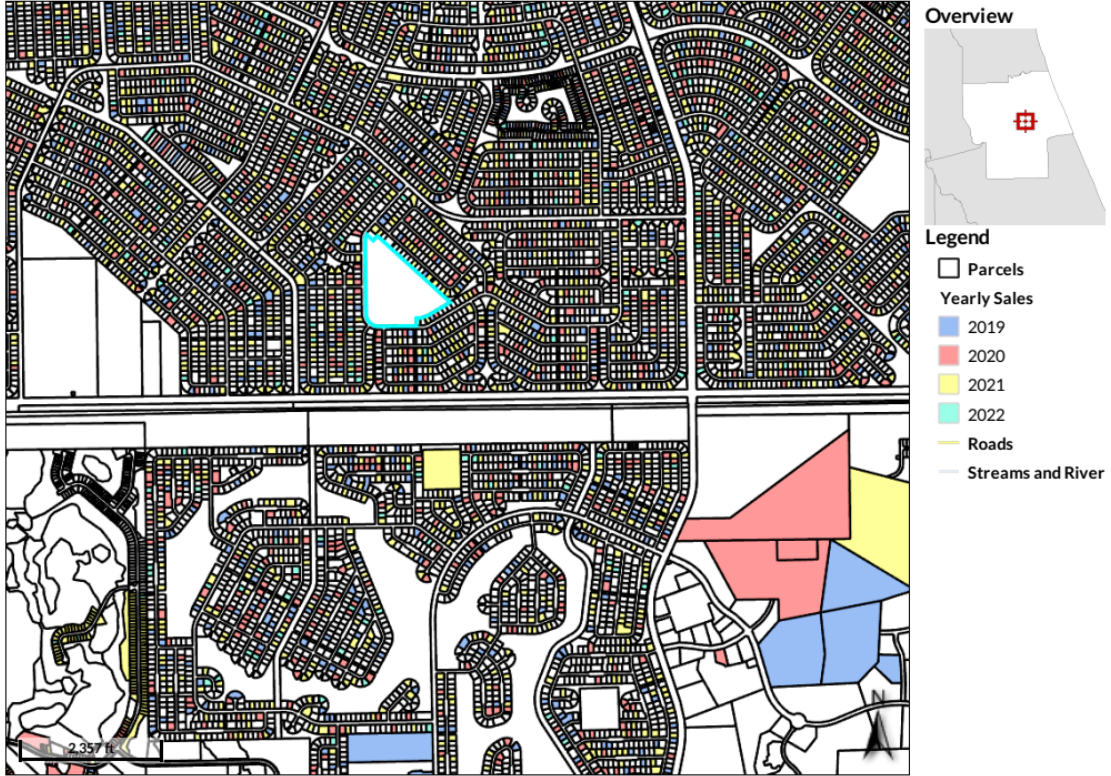
We look forward to seeing you at the above referenced meeting where we will discuss the development of the proposed project and its development review process through the City of Palm Coast. If you have any questions, please contact me at (386) 439-2945.

Sincerely,



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

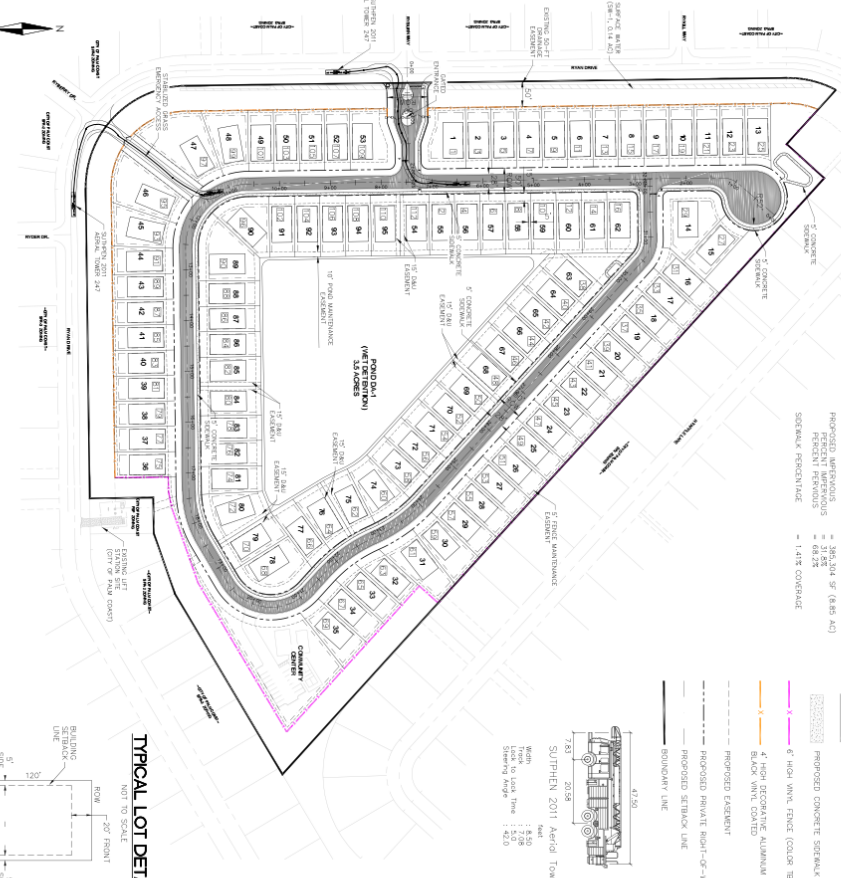
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137
T 386.439.2945
F 866.896.5573
jay.livingston314@gmail.com



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

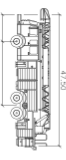
Date created: 3/18/2022
 Last Data Uploaded: 3/18/2022 8:02:12 AM

Developed by Schneider GEOSPATIAL



SITE PLAN DATA:
 TOTAL DEVELOPABLE AREA = 1,210,553 SF (27.79 AC)
 TOTAL LOTS = 95 LOTS
 ZONING = MHO
 PLANNED ZONING = RESIDENTIAL
 PROPOSED IMPROVEMENTS = 81,824 SF (1,883 AC)
 PROPOSED IMPROVEMENTS PERCENT PERCENTAGE = 6.82%
 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
 4' HIGH WALK FINISH (COLOR TBD)
 4' HIGH DECORATIVE ALUMINUM FENCE
 BLACK VINYL COATED
 PROPOSED PRIVATE RIGHT-OF-WAY
 PROPOSED SIDEWALK LINE
 BOUNDARY LINE



TYPICAL LOT DETAIL:
 NOT TO SCALE
 FROM 20' FRONT
 5' SIDE
 5' SIDE
 5' SIDE
 10' REAR

NOTES:
 1. ALL UTILITIES SHALL BE LOCATED UNDERGROUND.
 2. COMPARE TO ATTEND A UTILITY PRE-CONSTRUCTION MEETING WITH THE CITY.
 3. STIP PRIOR TO ANY DISTURBANCE OF THE PROPERTY.
 RECREATION AREA REQUIRED: 95 UNITS X 2.4 PERSONS PER HOUSEHOLD = 228 POPULATION
 228 X 8 ACRES / 1000 POPULATION = 1.82 ACRES OF ACTIVE/ PASSE RECREATION REQUIRED
 RECREATION AREA PROVIDED: 1.92 ACRES
 RECREATION AREA (COMMUNITY CENTER) = 0.91 ACRES
 RECREATION AREA (COMMUNITY CENTER) = 1.02 ACRES
 **ADDITIONAL, OTHER RECREATION AREAS BEING PROVIDED.

LOT AREA AND INTENDED USE TABLE:

Parcel Area Table				Parcel Area Table			
PARCEL NAME	AREA (SF)	AREA (AC)	INTENDED USE	PARCEL NAME	AREA (SF)	AREA (AC)	INTENDED USE
COMMUNITY CENTER	19878.26	0.46	RECREATION	LOT 47	14204.54	0.33	RESIDENTIAL
DOG WALK 1	4233.25	0.14	RECREATION	LOT 48	8645.49	0.20	RESIDENTIAL
DOG WALK 2	4233.25	0.14	RECREATION	LOT 49	6000.00	0.14	RESIDENTIAL
EMERGENCY ACCESS	6856.33	0.16	EMERGENCY ACCESS	LOT 50	6000.00	0.14	RESIDENTIAL
EMERGENCY ROW	17494.47	0.40	EMERGENCY ROW	LOT 51	6000.00	0.14	RESIDENTIAL
LOT 1	9670.69	0.23	RESIDENTIAL	LOT 52	6000.00	0.14	RESIDENTIAL
LOT 2	6000.00	0.14	RESIDENTIAL	LOT 53	8129.28	0.23	RESIDENTIAL
LOT 3	6000.00	0.14	RESIDENTIAL	LOT 54	6000.00	0.14	RESIDENTIAL
LOT 4	6000.00	0.14	RESIDENTIAL	LOT 55	6000.00	0.14	RESIDENTIAL
LOT 5	6000.00	0.14	RESIDENTIAL	LOT 56	6000.00	0.14	RESIDENTIAL
LOT 6	6000.00	0.14	RESIDENTIAL	LOT 57	6000.00	0.14	RESIDENTIAL
LOT 7	6000.00	0.14	RESIDENTIAL	LOT 58	6000.00	0.14	RESIDENTIAL
LOT 8	6000.00	0.14	RESIDENTIAL	LOT 59	6000.00	0.14	RESIDENTIAL
LOT 9	6000.00	0.14	RESIDENTIAL	LOT 60	6000.00	0.14	RESIDENTIAL
LOT 10	6000.00	0.14	RESIDENTIAL	LOT 61	6000.00	0.14	RESIDENTIAL
LOT 11	6000.00	0.14	RESIDENTIAL	LOT 62	7085.90	0.16	RESIDENTIAL
LOT 12	6000.00	0.14	RESIDENTIAL	LOT 63	6279.23	0.14	RESIDENTIAL
LOT 13	6101.05	0.14	RESIDENTIAL	LOT 64	6000.00	0.14	RESIDENTIAL
LOT 14	61232.08	0.28	RESIDENTIAL	LOT 65	6000.00	0.14	RESIDENTIAL
LOT 15	6778.31	0.16	RESIDENTIAL	LOT 66	6000.00	0.14	RESIDENTIAL
LOT 16	6774.42	0.16	RESIDENTIAL	LOT 67	6000.00	0.14	RESIDENTIAL
LOT 17	6500.44	0.15	RESIDENTIAL	LOT 68	6000.00	0.14	RESIDENTIAL
LOT 18	6500.00	0.15	RESIDENTIAL	LOT 69	6000.00	0.14	RESIDENTIAL
LOT 19	6500.00	0.15	RESIDENTIAL	LOT 70	6000.00	0.14	RESIDENTIAL
LOT 20	6500.00	0.15	RESIDENTIAL	LOT 71	6000.00	0.14	RESIDENTIAL
LOT 21	6500.00	0.15	RESIDENTIAL	LOT 72	6000.00	0.14	RESIDENTIAL
LOT 22	6500.00	0.15	RESIDENTIAL	LOT 73	6343.81	0.15	RESIDENTIAL
LOT 23	6500.00	0.15	RESIDENTIAL	LOT 74	7916.55	0.18	RESIDENTIAL
LOT 24	6500.00	0.15	RESIDENTIAL	LOT 75	6500.00	0.15	RESIDENTIAL
LOT 25	6500.00	0.15	RESIDENTIAL	LOT 76	6697.14	0.16	RESIDENTIAL
LOT 26	6500.00	0.15	RESIDENTIAL	LOT 77	6443.18	0.15	RESIDENTIAL
LOT 27	6500.00	0.15	RESIDENTIAL	LOT 78	10104.83	0.23	RESIDENTIAL
LOT 28	6500.00	0.15	RESIDENTIAL	LOT 79	7026.79	0.16	RESIDENTIAL
LOT 29	6644.42	0.15	RESIDENTIAL	LOT 80	9198.69	0.21	RESIDENTIAL
LOT 30	7992.84	0.18	RESIDENTIAL	LOT 81	6296.88	0.15	RESIDENTIAL
LOT 31	9047.28	0.21	RESIDENTIAL	LOT 82	6000.00	0.14	RESIDENTIAL
LOT 32	6500.42	0.15	RESIDENTIAL	LOT 83	6000.00	0.14	RESIDENTIAL
LOT 33	6344.26	0.15	RESIDENTIAL	LOT 84	6000.00	0.14	RESIDENTIAL
LOT 34	6344.26	0.15	RESIDENTIAL	LOT 85	6000.00	0.14	RESIDENTIAL
LOT 35	7537.24	0.17	RESIDENTIAL	LOT 86	6000.00	0.14	RESIDENTIAL
LOT 36	6000.00	0.14	RESIDENTIAL	LOT 87	6000.00	0.14	RESIDENTIAL
LOT 37	6000.00	0.14	RESIDENTIAL	LOT 88	6000.00	0.14	RESIDENTIAL
LOT 38	6000.00	0.14	RESIDENTIAL	LOT 89	11398.91	0.26	RESIDENTIAL
LOT 39	6000.00	0.14	RESIDENTIAL	LOT 90	8677.92	0.20	RESIDENTIAL
LOT 40	6000.00	0.14	RESIDENTIAL	LOT 91	6000.00	0.14	RESIDENTIAL
LOT 41	6000.00	0.14	RESIDENTIAL	LOT 92	6000.00	0.14	RESIDENTIAL
LOT 42	6000.00	0.14	RESIDENTIAL	LOT 93	6000.00	0.14	RESIDENTIAL
LOT 43	6000.00	0.14	RESIDENTIAL	LOT 94	6000.00	0.14	RESIDENTIAL
LOT 44	6399.71	0.15	RESIDENTIAL	LOT 95	9999.00	0.23	RESIDENTIAL
LOT 45	6194.74	0.14	RESIDENTIAL	LOT 96	6000.00	0.14	RESIDENTIAL
LOT 46	11624.34	0.27	RESIDENTIAL	LOT 97	14253.13	0.33	RESIDENTIAL

ALLIANT
 10175 Fortune Drive, Ste 101
 Jacksonville, FL 32256
 904-240-1381
 www.alliantfl.com

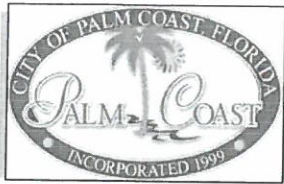
RYAN'S LANDING SUBDIVISION: A 55+ COMMUNITY

RYAN DRIVE
 CITY OF PALM COAST, FLORIDA

FINAL ENGINEERING PLANS

OVERALL SITE PLAN

DATE: 02/27/2023
 DRAWN BY: R. ROBERTS, PE
 CHECKED BY: J. J. JAMES, PE
 PROJECT NO.: 218-1114



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

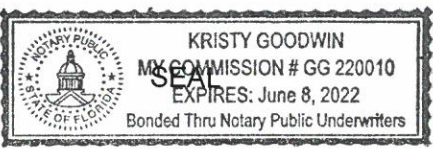
At least ten (10) calendar days before the hearing date advertising the date, time, and location of
the City Council 2nd public hearing.

[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
 Reasoning Public Use
 Future Land Use Amendment Semi Public Use

Reasoning from MPD (Master Planned Development) to MPD (Master Planned Development)

Current Zoning: **MPD** Property Size: **27.79** SQ FT/Acre
 Applicant: **Robert Gazzoli**

Public Hearing to be held at
 Planning Department, 2000 S. Highway 17, Palm Coast, FL 32137
 For more information, please call City of Palm Coast, Planning Department, 386.326.3344.
 This document is subject to the rules, regulations and procedures of the City of Palm Coast.

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. XXXX (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 _____ day of _____, 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 _____ day of _____, 2022.

ADOPTED on the second reading after due public notice and hearing this _____ day of _____, 2022.

CITY OF PALM COAST, FLORIDA

David Alfin, Mayor

ATTEST:

Virginia A. Smith, City Clerk

Approved as to form and legality

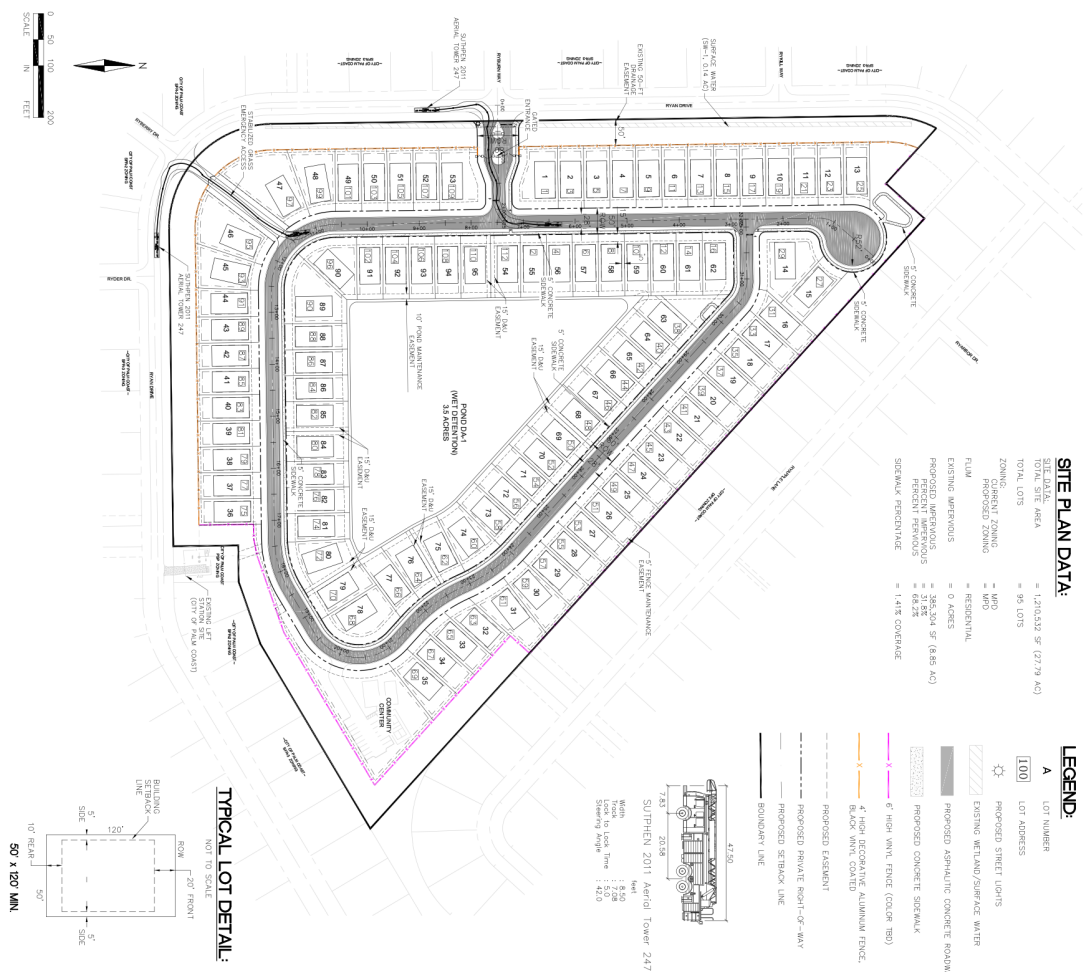
Neysa Borkert, City Attorney

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 "RPO078" 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



SITE PLAN DATA:

SUBDIVISION:
 TOTAL SITE AREA = 1,210,032 SF (27.79 AC)
 TOTAL LOTS = 95 LOTS

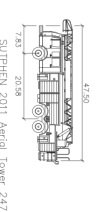
ZONING:
 PROPOSED ZONING = RPD
 EXISTING ZONING = RESIDENTIAL

PERCENT IMPROVEMENTS:
 = 36.30% SF (6.85 AC)
 = 51.8%
 = 69.2%

PERCENT PERCENTAGE:
 = 1.41% COVERAGE

LEGEND:

- A LOT NUMBER
- 100 LOT ADDRESS
- PROPOSED STREET LIGHTS
- EXISTING METAL/DUMPALE WATER
- PROPOSED ASPHALTIC CONCRETE ROADWAY
- PROPOSED CONCRETE SIDEWALK
- 6" HIGH VINYL FENCE (COLOR TBD)
- 4" HIGH DECORATIVE ALUMINUM FENCE
- 8" HIGH VINYL CURB
- PROPOSED PRIVATE RIGHT-OF-WAY
- PROPOSED SETBACK LINE
- BOUNDARY LINE



TYPICAL LOT DETAIL:
 NOT TO SCALE

NOTES:

- ALL UTILITIES SHALL BE LOCATED UNDERGROUND.
- CONTRACTOR TO ATTEND A MANDATORY PRECONSTRUCTION MEETING WITH THE CITY 30 DAYS PRIOR TO ANY DISBURSMENT OF THE PROPERTY.

RECREATION AREA REQUIRED: 95 UNITS X 2.4 PERSONS PER RESIDENT = 228 POPULATION
 228 X 8 ACRES / 1000 POPULATION = PRESERVE RECREATION REQUIRED
 RECREATION AREA PROVIDED: 33 ACRES
 RECREATION AREA (COMMUNITY CENTER) = 0.91 ACRES
 TOTAL RECREATION AREA = 33.91 ACRES

**ADDITIONAL OPENING RECREATION AREA IS BEING PROVIDED.

Parcel Area Table

PANEL NAME	AREA (SQ)	AREA (AC)	INTENDED USE
COMMUNITY CENTER	33982.53	0.91	COMMUNITY CENTER
DOG WALK 1	19732.98	0.44	DOG WALK
DOG WALK 2	4233.85	0.10	DOG WALK
EMERGENCY ACCESS	6966.53	0.16	EMERGENCY ACCESS
INTERNAL ROW	174984.47	4.02	INTERNAL ROW
LOT 1	9870.69	0.23	RESIDENTIAL
LOT 2	6000.00	0.14	RESIDENTIAL
LOT 3	6000.00	0.14	RESIDENTIAL
LOT 4	6000.00	0.14	RESIDENTIAL
LOT 5	6000.00	0.14	RESIDENTIAL
LOT 6	6000.00	0.14	RESIDENTIAL
LOT 7	6000.00	0.14	RESIDENTIAL
LOT 8	6000.00	0.14	RESIDENTIAL
LOT 9	6000.00	0.14	RESIDENTIAL
LOT 10	6000.00	0.14	RESIDENTIAL
LOT 11	6000.00	0.14	RESIDENTIAL
LOT 12	6000.00	0.14	RESIDENTIAL
LOT 13	6000.00	0.14	RESIDENTIAL
LOT 14	12122.08	0.28	RESIDENTIAL
LOT 15	6101.05	0.14	RESIDENTIAL
LOT 16	6178.31	0.16	RESIDENTIAL
LOT 17	6777.42	0.16	RESIDENTIAL
LOT 18	6000.00	0.15	RESIDENTIAL
LOT 19	6000.00	0.15	RESIDENTIAL
LOT 20	6000.00	0.15	RESIDENTIAL
LOT 21	6000.00	0.15	RESIDENTIAL
LOT 22	6000.00	0.15	RESIDENTIAL
LOT 23	6000.00	0.15	RESIDENTIAL
LOT 24	6000.00	0.15	RESIDENTIAL
LOT 25	6000.00	0.15	RESIDENTIAL
LOT 26	6000.00	0.15	RESIDENTIAL
LOT 27	6000.00	0.15	RESIDENTIAL
LOT 28	6000.00	0.15	RESIDENTIAL
LOT 29	6664.42	0.15	RESIDENTIAL
LOT 30	7922.84	0.18	RESIDENTIAL
LOT 31	9047.28	0.21	RESIDENTIAL
LOT 32	6066.52	0.14	RESIDENTIAL
LOT 33	6194.28	0.15	RESIDENTIAL
LOT 34	6006.71	0.15	RESIDENTIAL
LOT 35	7537.24	0.17	RESIDENTIAL
LOT 36	6000.00	0.14	RESIDENTIAL
LOT 37	6000.00	0.14	RESIDENTIAL
LOT 38	6000.00	0.14	RESIDENTIAL
LOT 39	6000.00	0.14	RESIDENTIAL
LOT 40	6000.00	0.14	RESIDENTIAL
LOT 41	6000.00	0.14	RESIDENTIAL
LOT 42	6000.00	0.14	RESIDENTIAL
LOT 43	6000.00	0.14	RESIDENTIAL
LOT 44	6000.00	0.14	RESIDENTIAL
LOT 45	8444.21	0.19	RESIDENTIAL
LOT 46	11668.44	0.27	RESIDENTIAL

Parcel Area Table

PANEL NAME	AREA (SQ)	AREA (AC)	INTENDED USE
LOT 47	14328.96	0.33	RESIDENTIAL
LOT 48	8840.49	0.20	RESIDENTIAL
LOT 49	6000.00	0.14	RESIDENTIAL
LOT 50	6000.00	0.14	RESIDENTIAL
LOT 51	6000.00	0.14	RESIDENTIAL
LOT 52	6000.00	0.14	RESIDENTIAL
LOT 53	9970.29	0.23	RESIDENTIAL
LOT 54	6900.00	0.16	RESIDENTIAL
LOT 55	6000.00	0.14	RESIDENTIAL
LOT 56	6000.00	0.14	RESIDENTIAL
LOT 57	6000.00	0.14	RESIDENTIAL
LOT 58	6000.00	0.14	RESIDENTIAL
LOT 59	6000.00	0.14	RESIDENTIAL
LOT 60	6000.00	0.14	RESIDENTIAL
LOT 61	6000.00	0.14	RESIDENTIAL
LOT 62	7083.90	0.16	RESIDENTIAL
LOT 63	6075.23	0.14	RESIDENTIAL
LOT 64	6000.00	0.14	RESIDENTIAL
LOT 65	6000.00	0.14	RESIDENTIAL
LOT 66	6000.00	0.14	RESIDENTIAL
LOT 67	6000.00	0.14	RESIDENTIAL
LOT 68	6300.00	0.14	RESIDENTIAL
LOT 69	6300.00	0.14	RESIDENTIAL
LOT 70	6000.00	0.14	RESIDENTIAL
LOT 71	6000.00	0.14	RESIDENTIAL
LOT 72	6000.00	0.14	RESIDENTIAL
LOT 73	6333.81	0.15	RESIDENTIAL
LOT 74	7914.35	0.18	RESIDENTIAL
LOT 75	6684.23	0.15	RESIDENTIAL
LOT 76	6907.14	0.16	RESIDENTIAL
LOT 77	6463.18	0.15	RESIDENTIAL
LOT 78	10183.93	0.23	RESIDENTIAL
LOT 79	7028.79	0.16	RESIDENTIAL
LOT 80	9188.89	0.21	RESIDENTIAL
LOT 81	6296.88	0.14	RESIDENTIAL
LOT 82	6000.00	0.14	RESIDENTIAL
LOT 83	6000.00	0.14	RESIDENTIAL
LOT 84	6000.00	0.14	RESIDENTIAL
LOT 85	6000.00	0.14	RESIDENTIAL
LOT 86	6000.00	0.14	RESIDENTIAL
LOT 87	6000.00	0.14	RESIDENTIAL
LOT 88	6000.00	0.14	RESIDENTIAL
LOT 89	11398.91	0.26	RESIDENTIAL
LOT 90	8677.92	0.20	RESIDENTIAL
LOT 91	6000.00	0.14	RESIDENTIAL
LOT 92	6000.00	0.14	RESIDENTIAL
LOT 93	6000.00	0.14	RESIDENTIAL
LOT 94	6000.00	0.14	RESIDENTIAL
LOT 95	6000.00	0.14	RESIDENTIAL
LOT 96	6000.00	0.14	RESIDENTIAL
LOT 97	6000.00	0.14	RESIDENTIAL
LOT 98	6000.00	0.14	RESIDENTIAL
LOT 99	6000.00	0.14	RESIDENTIAL
LOT 100	16283.13	0.37	RESIDENTIAL

ALLIANT
 10475 Fortune Pkwy, Ste 101
 Jacksonville, FL 32256
 904.240.1351
 www.alliantinc.com

RYAN'S LANDING SUBDIVISION: A 55+ COMMUNITY
 RYAN DRIVE
 CITY OF PALM COAST, FLORIDA

FINAL ENGINEERING PLANS
OVERALL SITE PLAN

JOSEPH S. TORRES, P.E. & ASSOCIATES
 1100 N. W. 10th St., Suite 200
 Ft. Lauderdale, FL 33304
 (954) 561-1111

DATE: _____
 SCALE: _____

PROJECT TEAM DATA
 PROJECT NO.: 218-0114

C-6

**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)

“OWNER”
RYAN’S LANDING, LLC
A Florida limited liability company
By: Coastal Atlantic Holdings, LLC
Its Sole Member
By: SeaGate Management, LLC
Its Manager

(print)

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: _____

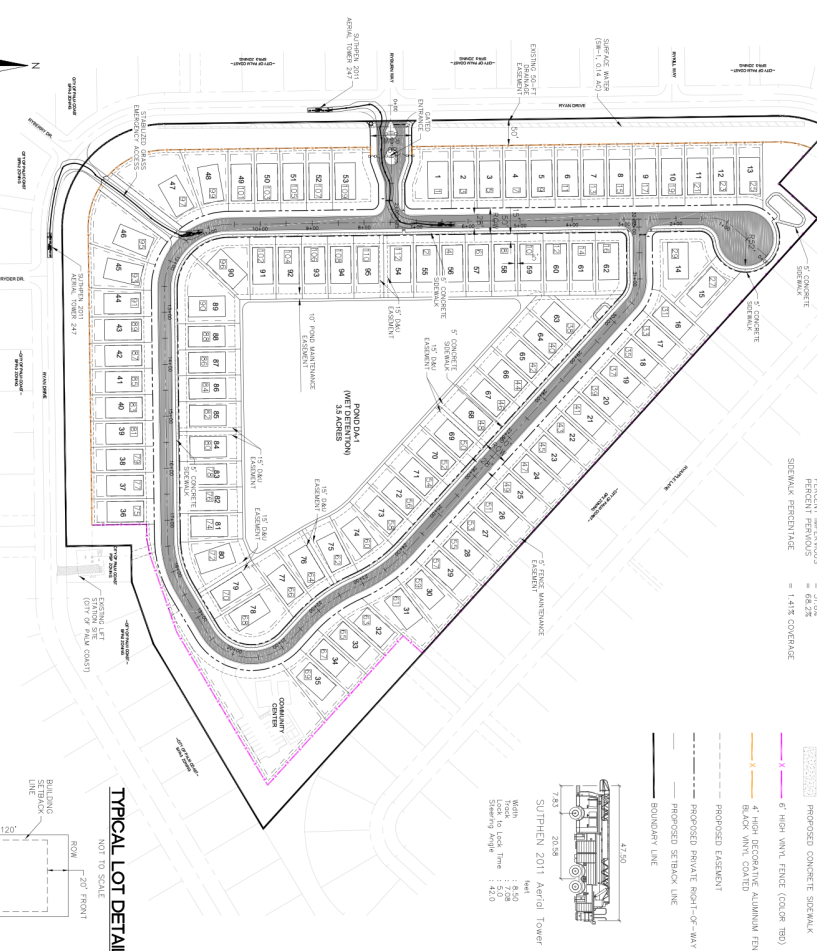
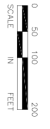
My Commission expires:

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 "RPO078" 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

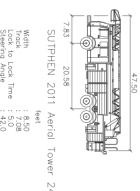


SITE PLAN DATA:

- STIPULATED TOTAL SITE AREA = 1,210,032 SF (27.79 AC)
- TOTAL LOTS = 95 LOTS
- ZONING:
 - HMO
 - RESIDENTIAL
- FILM:
 - 0 ACRES
 - 38,300 SF (0.88 AC)
 - 518 SF
 - 60,232 SF
- PROPOSED IMPROVEMENTS:
 - 1.41% COVERAGE

LEGEND:

- A LOT NUMBER
- 100 LOT ADDRESS
- PROPOSED STREET LIGHTS
- EXISTING METLAND/SURFACE WATER
- PROPOSED ASPHALTIC CONCRETE ROADWAY
- PROPOSED CONCRETE SIDEWALK
- 6" HIGH VINYL FENCE (COLOR TBD)
- 4" HIGH DECORATIVE ALUMINUM FENCE
- 8" HIGH VINYL CURB
- PROPOSED EXISTENT
- PROPOSED PRIVATE RIGHT-OF-WAY
- PROPOSED SETBACK LINE
- BOUNDARY LINE



LOT AREA AND INTENDED USE TABLE:

Parcel Name	Area (SQ)	Area (AC)	Intended Use
COMMUNITY CENTER	39828.53	0.91	COMMUNITY CENTER
DOG WALK 1	19732.98	0.44	DOG WALK
DOG WALK 2	4233.85	0.10	DOG WALK
EMERGENCY ACCESS	6964.53	0.16	EMERGENCY ACCESS
INTERNAL ROW	174984.47	4.02	INTERNAL ROW
LOT 1	6000.00	0.14	RESIDENTIAL
LOT 2	6000.00	0.14	RESIDENTIAL
LOT 3	6000.00	0.14	RESIDENTIAL
LOT 4	6000.00	0.14	RESIDENTIAL
LOT 5	6000.00	0.14	RESIDENTIAL
LOT 6	6000.00	0.14	RESIDENTIAL
LOT 7	6000.00	0.14	RESIDENTIAL
LOT 8	6000.00	0.14	RESIDENTIAL
LOT 9	6000.00	0.14	RESIDENTIAL
LOT 10	6000.00	0.14	RESIDENTIAL
LOT 11	6000.00	0.14	RESIDENTIAL
LOT 12	6000.00	0.14	RESIDENTIAL
LOT 13	6000.00	0.14	RESIDENTIAL
LOT 14	6000.00	0.14	RESIDENTIAL
LOT 15	6000.00	0.14	RESIDENTIAL
LOT 16	6000.00	0.14	RESIDENTIAL
LOT 17	6000.00	0.14	RESIDENTIAL
LOT 18	6000.00	0.14	RESIDENTIAL
LOT 19	6000.00	0.14	RESIDENTIAL
LOT 20	6000.00	0.14	RESIDENTIAL
LOT 21	6000.00	0.14	RESIDENTIAL
LOT 22	6000.00	0.14	RESIDENTIAL
LOT 23	6000.00	0.14	RESIDENTIAL
LOT 24	6000.00	0.14	RESIDENTIAL
LOT 25	6000.00	0.14	RESIDENTIAL
LOT 26	6000.00	0.14	RESIDENTIAL
LOT 27	6000.00	0.14	RESIDENTIAL
LOT 28	6000.00	0.14	RESIDENTIAL
LOT 29	6000.00	0.14	RESIDENTIAL
LOT 30	6000.00	0.14	RESIDENTIAL
LOT 31	6000.00	0.14	RESIDENTIAL
LOT 32	6000.00	0.14	RESIDENTIAL
LOT 33	6000.00	0.14	RESIDENTIAL
LOT 34	6000.00	0.14	RESIDENTIAL
LOT 35	6000.00	0.14	RESIDENTIAL
LOT 36	6000.00	0.14	RESIDENTIAL
LOT 37	6000.00	0.14	RESIDENTIAL
LOT 38	6000.00	0.14	RESIDENTIAL
LOT 39	6000.00	0.14	RESIDENTIAL
LOT 40	6000.00	0.14	RESIDENTIAL
LOT 41	6000.00	0.14	RESIDENTIAL
LOT 42	6000.00	0.14	RESIDENTIAL
LOT 43	6000.00	0.14	RESIDENTIAL
LOT 44	6000.00	0.14	RESIDENTIAL
LOT 45	6000.00	0.14	RESIDENTIAL
LOT 46	11668.44	0.27	RESIDENTIAL

NOTES:

- ALL UTILITIES SHALL BE LOCATED UNDERGROUND.
- CONTRACTOR TO ATTEND A MANDATORY PRECONSTRUCTION MEETING WITH THE CITY STAFF PRIOR TO ANY DISBURSEMENT OF THE PROPERTY.

RECREATION AREA REQUIRED: 95 UNITS X 2.4 PERSONS PER RESIDENT = 228 PERSONS
228 X 8 ACRES / 1000 PERSONS PER ACRE = 1.824 ACRES
RECREATION AREA PROVIDED: 0.91 ACRES
RECREATION AREA (COMMUNITY CENTER) = 0.91 ACRES
TOTAL RECREATION AREA = 1.824 ACRES

RECREATION AREA PROVIDED: 228 PERSONS PER RESIDENT = 228 PERSONS
228 X 8 ACRES / 1000 PERSONS PER ACRE = 1.824 ACRES
RECREATION AREA PROVIDED: 0.91 ACRES
RECREATION AREA (COMMUNITY CENTER) = 0.91 ACRES
TOTAL RECREATION AREA = 1.824 ACRES

**ADDITIONAL OPENING RECREATION AREA IS BEING PROVIDED.

10475 Fortune Pkwy, Ste 101
Jacksonville, FL 32256
904.240.1351
www.alliantre.com

RYAN'S LANDING SUBDIVISION: A 55+ COMMUNITY

RYAN DRIVE
CITY OF PALM COAST, FLORIDA

FINAL ENGINEERING PLANS

OVERALL SITE PLAN

JOSEPH S. TORRES, P.E. 4141 4TH ST. UNIT 100, PALM BEACH, FL 33408
Title: Senior Engineer
Professional Seal No. 15257
License No. 15257

1. I have verified that this plan complies with the applicable Florida Building Code and Florida State Code. I am not responsible for any errors or omissions in this plan or for any consequences that may arise from its use.

DATE: 5/15/22
SITE: RYAN'S LANDING SUBDIVISION

QUALITY ASSURANCE/CONTROL: [Signature]

PROJECT TEAM DATA

DATE: 5/15/22
PROJECT NO.: 218-0114

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.

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