



City of Palm Coast
Agenda
Planning and Land
Development Regulation
Board

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

Chair Clinton Smith
Vice Chair Sandra Shank
Board Member James Albano
Board Member Charles Lemon
Board Member Hung Hilton
Board Member Suzanne Nicholson
Board Member David Ferguson
Alternate Board Member Sybil
Dodson-Lucas
Alternate Board Member Larry
Gross
School Board Rep William Whitson

Wednesday, July 19, 2023

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 MAY 17, 2023 PLANNING AND LAND DEVELOPMENT
REGULATION BOARD MEETING**

Public Hearing

2 2023 AMENDMENT TO THE MARINA VILLAGE MPD - APPLICATION # 5448

3 BELLE TERRE ESTATES MPD - APPLICATION # 5302

4 COQUINA SHORES, SUBDIVISION MASTER PLAN, APPLICATION # 5429

Board Discussion and Staff Issues

Adjournment

City of Palm Coast, Florida Agenda Item

Agenda Date: July 19, 2023

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Account #
Subject	MEETING MINUTES OF THE MAY 17, 2023 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
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoastgov.com

**Chair Clinton Smith
Vice Chair Sandra Shank
Board Member James Albano
Board Member Charles Lemon
Board Member Hung Hilton
Board Member Suzanne Nicholson
Board Member David Ferguson
Alternate Board Member Sybil
Dodson-Lucas
Alternate Board Member Larry
Gross
School Board Rep William Whitson**

Wednesday, May 17, 2023

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

Chair Smith called the May 17, 2023 Planning and Land Development Regulation Board (PLDRB) meeting to order @ 5:30pm.

Roll Call and Determination of a Quorum

Present and responding to roll call were:

*Chair Smith
Vice Chair Shank
Mr. Albano*

Mr. Hilton
Ms. Nicholson
Mr. Ferguson
Mr. Gross
Mr. Whitson

Excused:
Mrs. Lucas
Mr. Lemon

Approval of Meeting Minutes

1 MEETING MINUTES OF THE APRIL 19, 2023 PLANNING AND LAND DEVELOPMENT REGULATION BOARD MEETING

Pass

Motion made to approve as presented by Vice Chairman Shank and seconded by Board Member Albano

Approved - 7 - Chairman Clinton Smith, Board Member Suzanne Nicholson, Vice Chairman Sandra Shank, Board Member James Albano, Board Member Hung Hilton, Board Member David Ferguson, Board Member Larry Gross

Public Hearing

2 SPECIAL EXCEPTION - SUPREME CUSTOM TATTOO - APPLICATION # 5416

Mr. Ray Tyner, Deputy Chief Development Officer, introduced this agenda item along with Ms. Estelle Lens, Planner, AICP, who gave a presentation which is attached to this record.

Mr. Fabian Fuentes, applicant, addressed the PLDRB members about his and his spouses' background as it relates to their tattoo and piercing business experience.

Mr. Ferguson asked if there are other tattoo parlors in Palm Coast. Mr. Tyner stated yes. Mr. Ferguson asked why then is there a need for a special exception? Mr. Tyner stated that there is a provision within the City's Land Development Code (LDC) involving this use within the General Commercial (COM-2) zoning district. A special exception is reserved for a use that should be looked at in more detail, possibly adding special conditions to make it more compatible with the neighborhood.

Vice Chair Shank asked if there will be any other employees, besides you and your wife. Mr. Fuentes said not at this time. She asked about sq. footage of the unit. Mr. Fuentes said he believes it is 700 s.f.

Mr. Ferguson asked about regulations regarding age limitations, and health department. Mr. Fuentes stated that both he and his wife are licensed for tattooing and piercing through the state. He also stated that the local health

department inspects the facility for compliance with their code. Mr. Ferguson asked who regulates the age of the clients. Mr. Fuentes clarified that there is required paperwork and that he believes the minimum age is 16 with parental consent (which is verified). Chair Smith stated that this license is regulated by the State and Mr. Gross stated that the regulatory authority is the FL. Dept. of Business Professionals.

Mr. Gross asked about the business' proposed hours. Mr. Fuentes stated that at this time they are looking at 11a-7p., possibly till 8p, but they plan on being closed on Sunday. Mr. Gross also asked what tattoo studio Mr. Fuentes worked at locally. Mr. Fuentes stated he worked at Elite Custom Tattoo in town.

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

Pass

Motion made to approve as presented with staff conditions by Board Member Hilton and seconded by Board Member Albano

Approved - 7 - Chairman Clinton Smith, Board Member Suzanne Nicholson, Vice Chairman Sandra Shank, Board Member James Albano, Board Member Hung Hilton, Board Member David Ferguson, Board Member Larry Gross

3 TRAINING ON TRANSPORTATION PLANNING CONCURRENCY

Mr. Ray Tyner introduced this agenda item stated due to the brief agenda he wanted to take advantage of the available time to do some training with Mr. Phong Nguyen, Senior Planner, who gave a presentation which is attached to this record.

Mr. Gross asked about when the Level Of Service (LOS) D was adopted. Mr. Nguyen explained that the LOS is reviewed every 2 years and as of the most recent survey the LOS is not failing.

Mr. Tyner stated one cannot equate emergency evacuation with LOS. He said emergency evacuation is coordinated with Flagler County Emergency Services and the Northeast Florida Regional Council (NEFRC). Mr. Tyner also explained a traffic light requires a warranty study before being installed. Mr. Nguyen explained the regulations that are involved with the Matanzas Woods Interchange (County Road). Mr. Whitson asked about the measurement for the 6 levels of service. Mr. Nguyen reviewed the factors that are used to measure, the City uses AM and PM peak time on weekdays. The City performs traffic counts every two years.

Discussion ensued as to the LOS and its relationship to budgeting. Mr. Tyner discussed the adopted level of service is a balancing act with providing ease of traffic vs. possible impact on nature. Mr. Albano asked about the timing of traffic impact fees, Mr. Tyner discussed the timing of payment at the time of a subdivision submittal and these impact fees can only be used to address capacity impacts. Mr. Whitson added to the discussion by mentioning various funding sources, such as Transportation Planning Organization (TPO) grants,

Gasoline tax, etc. Discussion ensued of taking the time during the next two years when the Comprehensive Plan review will take place to review land uses etc. Big picture review of initial cost of the road, maintenance of the road, timing of lights. Mr. Gross mentioned the lack of public transportation and Mr. Nguyen discussed the restrictions involved with grants for public transportation.

Ms. Nicholson asked if there are any regulations that are used to determine the timing of the traffic study. Mr. Nguyen stated that there are regulations that does not allow the applicant to perform their Transportation Impact Analysis (TIA) during the summer and if it is done during a seasonal time of year, we use an average to determine LOS.

Received and Filed

Board Discussion and Staff Issues

Ms. Schaefer reminded the members of the June 29th @ 5:30pm Citizen's Advisory Task Force Meeting.

Adjournment

Motion made that the meeting be adjourned by Mr. Albano and the motion was seconded by Ms. Nicholson. The meeting was adjourned at 7:05pm.

*Respectfully Submitted by:
Irene Schaefer, Recording Secretary*

Pass

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

Approved - 7 - Chairman Clinton Smith, Board Member Suzanne Nicholson, Vice Chairman Sandra Shank, Board Member James Albano, Board Member Hung Hilton, Board Member David Ferguson, Board Member Larry Gross

City of Palm Coast, Florida Agenda Item

Agenda Date: July 19, 2023

Department	COMMUNITY DEVELOPMENT	Amount	
Division	PLANNING	Account #	
Subject: 2023 AMENDMENT TO THE MARINA VILLAGE MPD - APPLICATION # 5448			
Presenter: Bill Hoover, AICP, Senior Planner			
<p>Background: The new property owner wants to modify the Marina Village MPD Agreement, in order to decrease the allowable commercial gross floor area from 160,500 s.f. to 103,000 s.f., increase allowable residential units from 663 to 1085, and modify some development standards. The proposed changes would only affect Tracts 2 – 8, the 66.66 +/- acres located east of Colbert Lane and north of Roberts Road. Tract 1 is not part of this MPD amendment, and this proposal will not affect Tract 1’s development standards or its allowed 240 residential units. (Tract 1 is the 22.34 +/- acres of the MPD located west of Colbert Lane at the intersection with Roberts Road.)</p> <p>The property owner also wants to modify development standards with the key ones described below. Decrease the maximum building height from 95 feet to 60 feet on Tracts 2, 3, 5 and 7. Modify minimum garage requirements so only a one-car garage or architecturally designed carport is required per for at least 30% of multi-family homes. Add a requirement to provide at least one Level 2 (240-volt) electric vehicle-charging station for each residential unit having a garage. Provide a 10’ wide Landscape Buffer Type “C” along the northern property line where none was previously required. Reduce the minimum size of townhome lots from 2,500 s.f. to 2,000 s.f. while allowing the height to increase from 35’ to 45’. Added new dimensional standards for mixed use buildings with commercial uses on the first floor and residential uses above those commercial uses.</p> <p>Tract 1 was sold on May 26, 2021, to Colbert Lane Development, LLC, who recently received a Development Order for a Technical Site Plan to construct a 240-unit luxury apartment project. Lighthouse Palm Coast Holdings, LLC purchased Tracts 2 – 8 on October 10, 2022, and on May 23, 2023, submitted a MPD amendment, in order to develop a high-density mixed-use community oriented around the marina basin.</p> <p>The owner of Tracts 2 – 8 (applicant) already has the environmental permits in place to construct the marina basin on Tract 8 with 80 wet slips and on Tract 6 a building for dry storage of 200 boats. Construction is expected within a few months once the applicant secures building permits from the City to construct the sea walls. The applicant also wants to start development of the residential and commercial portion of the MPD as depicted on the Conceptual Master Plan. This would include up to 103,000 s.f. of commercial uses and 845 residential units on Tracts 2 – 7 that would be designed as a mixed-use project located with a common architectural theme around the marina basin. (The marina dry boat storage building is not counted in the 103,000 s.f. of commercial entitlements.)</p> <p><u>Public Participation:</u> The applicant has scheduled a neighborhood meeting at 6:00 PM at the</p>			

Hilton Garden Inn on July 12, 2023. All neighboring residents within 300 feet of the project's boundaries were invited by US Mail to this meeting. Signs along both Colbert Lane and Roberts Road will be erected 14 days prior to each public hearing. Additionally, news ads will be run at least 10 days prior to each public hearing.

Recommended Action:

Planning staff recommends the Planning and Land Development Regulation Board find this updated MPD in compliance with the Comprehensive Plan and recommend that City Council approve the 2023 Amendment to the Marina Village MPD - AR# 5448.



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR MARINA VILLAGE MPD AMENDMENT
PLANNING AND LAND DEVELOPMENT REGULATION BOARD (PLDRB)
MEETING ON JULY 19, 2023**

OVERVIEW

Applicant: Lighthouse Palm Coast Holdings, LLC

Property Description: 89 +/- acres generally located at Colbert Lane and Roberts Road

Property Owner: Lighthouse Palm Coast Holdings, LLC, a Florida limited liability company, 60 - 14th Street South, Suite 104, Birmingham, AL 35233

Current FLUM Designation: Mixed Use

Current Zoning Designation: Marina Village MPD

Current Use: Vacant cleared land with a land-locked marina basin and an old 160' smokestack

Size of Subject Property: 89 +/- acres

Requested Action: Amend the 66.66 +/- acres of the Marina Village Master Planned Development (MPD) located north of Roberts Road and east of Colbert Lane Agreement, in order to decrease commercial s.f., increase the number of residential units, and to modify some development standards.

Recommendation: Approval

ANALYSIS

REQUESTED ACTION

The new property owner wants to modify the Marina Village MPD Agreement, in order to decrease the allowable commercial gross floor area from 160,500 s.f. to 103,000 s.f., increase allowable residential units from 663 to 1085, and modify some development standards. The proposed changes would only affect Tracts 2 – 8, the 66.66 +/- acres located east of Colbert Lane and north of Roberts Road. Tract 1 is not part of this MPD amendment and this proposal will not affect Tract 1's development standards or its allowed 240 residential units. (Tract 1 is the 22.34 +/- acres of the MPD located west of Colbert Lane at the intersection with Roberts Road.)

The property owner also wants to modify development standards with the key ones described below. Decrease the maximum building height from 95 feet to 60 feet on Tracts 2, 3, 5 and 7. Modify minimum garage requirements so only a one-car garage or architecturally designed carport is required per for at least 30% of multi-family homes. Add a requirement to provide at least one Level 2 (240-volt) electric vehicle-charging station for each residential unit having a garage. Provide a 10' wide Landscape Buffer Type "C" along the northern property line where none was previously required. Reduce the minimum size of townhome lots from 2,500 s.f. to 2,000 s.f. while allowing the height to increase from 35' to 45'. Added new dimensional standards for mixed use buildings with commercial uses on the first floor and residential uses above those commercial uses.

BACKGROUND/SITE HISTORY

The property on the east side of Colbert Lane was developed as the Lehigh Cement Plant in 1952 with a smokestack estimated at 160 feet in height. The cement plant employed 150 persons when it closed in fall 1965. ITT purchased the cement factory in January 1952 and later that year announced their grand plans on developing Palm Coast.

On January 1, 2004, Palm Coast Holdings, Inc. purchased the site. On August 8, 2006, the Flagler County Board of Commissioners adopted ordinance 2006-19 that approved the mixed-use Marina Village PUD. On December 15, 2008, the Flagler County Board of Commissioners approved an amendment to the Marina Village PUD (Ordinance 2008-35). At this time the entitlements for the portion now known as Tract 1 (area on west side of Colbert Lane) were separated from Tracts 2 – 8 as there were different property owners. Total entitlements approved in Ordinance 2008-35, were 160,500 s.f. of commercial uses, 511 residential units, 80 wet slips and 200 dry boat storage spaces within a marina facility.

The City Council adopted Ordinance 2019-09 on May 7, 2019, which increased the allowable residential units from 511 to 663 and maintained the previously approved commercial and marina uses. On December 8, 2020, a Minor Amendment was finalized which simply relocated 40 units from Tract 7 to Tract 1. Section 8, of the MPD allows a Minor Amendment to be accomplished administratively as long as the maximum building heights are not increased, the maximum number of residential units are not increased, setbacks are not modified from adjacent properties, and the plans do not modify the development standards.

Tract 1 was sold on May 26, 2021, to Colbert Lane Development, LLC, who has recently received a Development Order for a Technical Site Plan to construct a 240-unit luxury apartment project. Lighthouse Palm Coast Holdings, LLC purchased Tracts 2 – 8 on October 10, 2022, and on May 23, 2023, submitted a MPD amendment, in order to develop a high-density mixed-use community oriented around the marina basin.

PROJECT DESCRIPTION

The owner of Tracts 2 – 8 (applicant) already has the environmental permits in place to construct the marina basin on Tract 8 with 80 wet slips and on Tract 6 a building for dry storage of 200 boats. Construction is expected within a few months once the applicant secures building permits from the City to construct the sea walls.

The applicant also wants to start development of the residential and commercial portion of the MPD as depicted on the new Conceptual Master Plan. This would include up to 103,000 s.f. of commercial uses and 845 residential units on Tracts 2 – 7 that would be designed as a mixed-use project located with a common architectural theme around the marina basin. (The marina dry boat storage building is not counted in the 103,000 s.f. of commercial entitlements.)

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

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

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

Staff Finding: The proposed MPD is not in conflict with, or contrary to, the public interest as the MPD Master Plan shows the proposed uses to be in harmony within the project and with neighboring lands. To further improve compatibility with neighboring properties the applicant has proposed a major reduction in the maximum height for multi-family residential buildings located on Tracts 2, 3, 5, and 7, from 95 feet to 60 feet.

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

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

Chapter 1 Future Land Use Element:

-Objective 1.1.4 – Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.

This high-density, mixed-use project is located in an area adjacent to other properties where development is under construction or in the design/permitting stage which will discourage urban sprawl.

-Policy 1.1.4.1 – The Mixed Use land use designation intended to provide opportunities for residents to work, shop, engage in recreational activities, and attend school and religious services in reasonably close proximity to residential dwellings.

Within this project residents will have the opportunity to shop, engage in water-related recreational opportunities and also have a few job opportunities.

-Policy 1.1.4.2 – The Master Planned Development (MPD) zoning district shall allow residential housing types to be mixed with retail, service, office, commercial, and other land uses. Potential areas for MPD's are strategically located throughout the City to promote infill development and to maximize vehicular and pedestrian accessibility.

Tract 4 will have neighborhood oriented commercial uses located directly at the northeast corner of Colbert Lane and Roberts Road. Tract 2 will also provide commercial uses mixed with residential uses and Tract 6 will have marina uses along with multi-family uses.

-Policy 1.1.4.5 – Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.

The proposed MPD is consistent with the above policy as the high-density residential development will be mixed in with commercial and marina-oriented uses. Additionally, the Beach Village Shopping Center with a large grocery is located only about 1 ¼ miles to the south along Roberts Road at its intersection with SR 100.

Policy 1.2.1.4 – The City shall promote public access to the shoreline of the Intracoastal Waterway to enhance the public’s enjoyment and appreciation of this natural resource.

A marina with 200 dry boat storage spaces is planned on Tract 6 and 80 wet slips are planned on Tract 8. Water-oriented uses are also planned on the first floor of buildings on Tract 2 adjacent to the marina.

-Policy 1.3.1.3 – The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

The proposed MPD does not expand into areas which are currently not served by infrastructure. The applicant will provide an analysis during the Preliminary Plat process to ensure that facilities to serve the proposed development are adequate.

Objective 6.1.8 – Prioritization of Shoreline Uses – Utilize criteria or standards for prioritizing shoreline uses, giving priority to water-dependent uses.

This project is an excellent example of using shoreline areas to develop water-dependent uses such as the marina.

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

Staff Finding: All proposed development within the MPD will be required to pay applicable impact fees which will ensure the City does not have a financial liability for this mixed-use project.

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

Staff Finding: The Marina Village MPD will not create issues that will threaten the City’s inhabitants as the proposed land uses will be buffered from neighboring properties by appropriate landscaped buffers as required in the LDC. Additionally, the applicant is proposing a reduction in maximum building heights from 95 feet to 60 feet on Tracts 2, 3, 5 and 7 which will make development on those tracts much more compatible with neighboring properties.

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

Staff Finding: Development of this MPD must also comply with the development standards of the City’s Land Development Code, the Comprehensive Plan, and the requirements of all other applicable agencies throughout the development process.

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

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

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

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

B. Consistency with the general intent of the LDC.

Staff Finding: The standards established in the Marina Village MPD are consistent with the general intent of the LDC.

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

Staff Finding: The standards established in the Marina Village MPD are consistent with the general intent of the LDC. The proposed MPD Development Agreement has only minor and moderate departures from the LDC. However, it also proposes a major reduction in maximum building height on Tracts 2, 3, 5, and 7, and provides a major benefit to the community by providing a marina with its related water-oriented uses. The applicant has also agreed to provide Level 2 electric vehicle charging stations for each residential unit having a garage.

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

Staff Finding: As stated in the previous criteria, the proposed MPD is compatible with neighboring properties.

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

Staff Finding: As this project submits for a Preliminary Plat, a concurrency analysis will be required to determine the adequacy of available infrastructure to serve the project.

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

Staff Finding: During the Preliminary Plat review, staff will ensure that each phase within the development including the marina, commercial and residential uses can function on their own.

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

Staff Finding: Both Colbert Lane and Roberts Road have sufficient capacity to handle the project's traffic.

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

Staff Finding: As noted previously, the property owner will provide a key public benefit by providing a marina open to the public and a maximum building height reduction from 95 feet to 60 feet on Tracts 2, 3, 5, and 7, which will offset the departure from typical development requirements.

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

Staff Finding: It is in compliance with the Mixed Use designation of the Future Land Use Element.

J. *Impact upon the environment or natural resources.*

Staff Finding: The project meets the LDC in compliance to protecting natural resources.

K. *Impact on the economy of any affected area.*

Staff Finding: The proposed project will provide jobs during construction of the project and provide housing for residents. Additionally, the marina with its 80 wet slips and 200 dry boat storage spaces and an expected waterfront restaurant will provide a long-term economic stimulus.

PUBLIC PARTICIPATION

The applicant has scheduled a neighborhood meeting at 6:00 PM at the Hilton Garden Inn on July 12, 2023. All neighboring residents within 300 feet of the project's boundaries were invited by US Mail to this meeting. Signs along both Colbert Lane and Roberts Road will be erected 14 days prior to each public hearing. Additionally, news ads will be run at least 10 days prior to each public hearing.

RECOMMENDATION

Planning Staff recommends that the Planning and Land Development Regulation Board find this updated MPD in compliance with the Comprehensive Plan and recommend that City Council approve the 2023 Amendment to the Marina Village MPD - AR# 5448.

ORDINANCE NO. 2023-xx
2023 AMENDMENT TO THE MARINA VILLAGE MPD
DEVELOPMENT AGREEMENT
APPLICATION NO. 5448

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE 2023 AMENDED AND RESTATED MASTER PLANNED DEVELOPMENT (MPD) DEVELOPMENT AGREEMENT FOR THE 89 +/- ACRE MARINA VILLAGE MASTER PLANNED DEVELOPMENT (MPD) BUT LIMITED TO AMENDING THE PORTION OF THE MPD LOCATED EAST OF COLBERT LANE AND NORTH OF ROBERTS ROAD; PROVIDING FOR A REDUCTION IN COMMERCIAL GROSS FLOOR AREA FROM 160,500 S.F. TO 103,000 S.F.; PROVIDING FOR AN INCREASE IN RESIDENTIAL UNITS FROM 663 TO 1085; PROVIDING FOR REVISED DEVELOPMENT STANDARDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Marina Village Master Planned Development (MPD) is a Master Planned Development (MPD) previously rezoned to Marina Village Planned Unit Development (PUD) by the Flagler County Board of Commissioners via Ordinance 2006-19, later amended by the Flagler County Board of Commissioners via Ordinance 2008-35, and rezoned to Marina Village MPD by the City of Palm Coast City Council via Ordinance 2019-09; and

WHEREAS, two public hearings on the proposed 2023 Amendment to the Marina Village Master Planned Development (MPD) Development Agreement (the “Development Agreement”) have been duly held in the City of Palm Coast, Florida, and at such hearings interested parties and citizens for and against the proposed amendment were heard; and

WHEREAS, Lighthouse Palm Coast Holdings, LLC, a Florida Corporation (“Owner”) is the Owner of the property further described in “Attachment A” and have entered into the Development Agreement as recorded in Official Records Book [REDACTED], Pages [REDACTED] through [REDACTED] of the public records of Flagler County, Florida; and

WHEREAS, the Owners have requested to amend the Development Agreement in order to decrease commercial gross floor area from 160,500 s.f. to 103,000 s.f., increase residential units from 663 to 1085, and provide for some revised development standards for the Marina Village MPD; and

WHEREAS, this Ordinance is to amend and restate the Marina Village MPD Development Agreement as recorded in OR Book 2359, Page 621; and

WHEREAS, the Planning and Land Development Regulation Board and City Staff of the City of Palm Coast have recommended approval of this Ordinance and the

Planning and Land Development Regulation Board has found this requested change consistent with the City of Palm Coast Comprehensive Plan; and

WHEREAS, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the Planning and Land Development Regulation; and

WHEREAS, the City Council of the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) which voted to recommend approval at the regularly scheduled meeting conducted on July 19, 2023, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

WHEREAS, the Owners have fully complied with the requirements of City of Palm Coast Land Development Code and the Marian Village MPD Development Agreement for amending the Development Agreement to permit the requested changes; and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. Legislative and Administrative Findings. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. MPD Amendment. The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby enacts this Ordinance

amending and restating the Marina Village MPD Development Agreement, attached hereto as “Attachment B,” for the property generally located on the northeast corner of Colbert Lane and Roberts Road legally described in “Attachment A” attached hereto.

SECTION 3. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this ____ day of _____, 2023.

Adopted on the second reading after due public notice and hearing City of Palm Coast this ____ day of _____ 2023.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

KALEY COOK, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

NEYSA J. BORKERT, CITY ATTORNEY

Attachments:

Attachment A – Legal Description

Attachment B – Amended MPD Development Agreement

G:\docs\Cities\Palm Coast\Ordinances\STANDARD FORMS REVIEW\FINAL FORMS\MPD Amendment Ordinance Template 2-23-21 CDR.doc

ATTACHMENT "A"
LEGAL DESCRIPTION

GRAND HAVEN MARINA PARCEL 1

LOTS 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16 AND 17, TOGETHER WITH PART OF LOT 6 AND VACATED DOCKSIDE DRIVE, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGES 33 AND 34, AS PARTIALLY VACATED BY OFFICIAL RECORDS BOOK 1203 PAGE 170, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31, EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN MAP BOOK 33, PAGES 54-61 OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 18°24'09" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,040.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7,734.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,415.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°09'29" EAST AND A CHORD DISTANCE 1,413.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°10'59" EAST, A DISTANCE OF 1,717.09 FEET; THENCE SOUTH 25°14'03" EAST, A DISTANCE OF 156.53 FEET; THENCE SOUTH 00°16'47" EAST, A DISTANCE OF 98.64 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE LEHIGH CANAL; THENCE SOUTH 00°16'47" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 82.17 FEET; THENCE SOUTH 20°18'43" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 105.38 FEET; THENCE NORTH 89°59'40" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 77.21 FEET; THENCE NORTH 78°58'54" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 46.21 FEET; THENCE NORTH 00°32'52" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 30.02 FEET; THENCE NORTH 89°11'31" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 135.05 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 00°24'21" EAST, A DISTANCE OF 198.17 FEET; THENCE SOUTH 59°02'59" WEST, A DISTANCE 227.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1; THENCE SOUTH 00°46'14" EAST, ALONG THE EASTERLY LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 776.70 FEET; THENCE SOUTH 46°38'27" EAST, A DISTANCE OF 161.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SEA RAY INDUSTRIES ENTRANCE DRIVE, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE

SOUTHWESTERLY, ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°28'46" WEST AND A CHORD DISTANCE OF 107.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°35'53" WEST, CONTINUING ALONG SAID DRIVE, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 364.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°21'19" WEST AND A CHORD DISTANCE OF 359.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°35'40" WEST AND A CHORD DISTANCE OF 35.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD, A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 22°24'07" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.08 FEET TO THE POINT OF CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1063.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1209.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'16" WEST, AND A CHORD DISTANCE OF 1144.99 FEET; THENCE NORTH 87°44'26" WEST, A DISTANCE OF 407.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°04'18" WEST, AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF REVERSE CURVATURE SAID CURVE HAVING A RADIUS OF 7734.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1283.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°09'30" WEST, AND A CHORD DISTANCE OF 1282.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED IN BOOK 1646, PAGE 89 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**ATTACHMENT “B”
AMENDED MPD DEVELOPMENT AGREEMENT**

(This page intentionally left blank. Attachment begins next page.)

Michael D. Chiumento III, Esq.
Chiumento Law, PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164

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

----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

2023 AMENDED AND RESTATED MARINA VILLAGE

MASTER PLAN DEVELOPMENT AGREEMENT

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the “Development Agreement”) is made and executed this ____ day of _____, ~~2019~~ 2023, 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 LIGHTHOUSE ~~HARBOR~~ PALM COAST HOLDINGS, 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 ~~2298 Colbert Lane, Palm Coast, FL 32137~~ 60 14th Street South, Suite 104, Birmingham, AL 35233.

WITNESSETH:

WHEREAS, the Owner is the principal fee simple title owner of certain real property consisting of 89 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly described in the legal description attached hereto as **Exhibit “1”** and incorporated herein (“Owner’s Property” or “Subject Property”);

WHEREAS, on July 24, 2006, the Flagler County Board of County Commissioners

(the “County”) originally adopted the Marina Village Planned Unit Development (PUD) Agreement by Ordinance No. 2006-19;

WHEREAS, on December 15, 2008, the County amended the PUD by Ordinance 2008-35 (recorded at Official Records Book 1967, Page 1108, et seq., Public Records of Flagler County, Florida);

WHEREAS, on November 4, 2013, the County approved an extension for the completion of Phase I of the PUD to December 16, 2017, and an extension of the completion of the final phase of development to December 15, 2022, recorded at Official Records Book 1975, Page 714, et seq., Public Records of Flagler County, Florida;

WHEREAS, on May 7th, 2019, the City adopted Ordinance 2019-09 approving the Master Plan Development Agreement recorded at Official Records Book 2359, Page 621, et seq., Public Records of Flagler County, Florida;

WHEREAS, on October 27th, 2020, the City executed the Minor Modification Master Plan Development Plan recorded at Official Records Book ___, Page ___, et seq., Public Records of Flagler County, Florida;

~~**WHEREAS**, the Owner has annexed into the City, and requests an amendment to and restatement of the previously approved Development Agreement with the County on the Subject Property, subject to the conditions set forth in this Development Agreement (the “MPD”);~~

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

WHEREAS the City of Palm Coast City Council (“City Council”) finds that this Development Agreement (the “MPD”) is consistent with the City’s Comprehensive Plan

(2035) (the “Comprehensive Plan”) and Unified Land Development Code (“LDC”) and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

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

WHEREAS, the City Council deems the development of the Owner’s Property to be a proper public purpose, and that said development will achieve important City objectives, such as stimulating economic development in the City, improving stormwater capacity and flood prevention, and increasing property values;

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the PLDRB and City Council. Furthermore, any representations or promises made by the Owner during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City;

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

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Owner’s application for a Master Planned Development is approved subject to the Development Agreement’s following terms and conditions:

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

(a) The Owner hereby represents and warrants to the City that the Owner is the principal owner of the Owner's Property in accordance with the title opinion or title certification provided by the Owner to the City issued by an attorney or title insurance company licensed to provide services in the State of Florida with said title opinion or certification showing all liens, mortgages, and other encumbrances not satisfied or released of record relative to the Subject Property.

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

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement. Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to

attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. PROJECT DESCRIPTION.

The Applicant will develop a mixed use development consistent with the Conceptual Master Plan(s) attached hereto as **Exhibit “2”** and as further described as follows: ~~a. Conceptual Master Plan (i)~~ up to ~~663~~ 1085 residential units including 240 residential units on Tract 1 and 845 residential units on Tracts 2-8; (ii) a maximum of ~~160,500~~ 103,000 square feet of office, retail and commercial uses; (iii) a marina including 80 wet slips and (iv) a 200 dry slip storage facility. Tract 1 is not part of this MPD Amendment, but Tract 1 is presently approved for 240 residential units and no commercial or marina uses and Tract 1’s entitlements and development standards are not being amended in this MPD Amendment.

SECTION 4. FUTURE LAND USE MAP (FLUM).

The future land use designation for the Subject Property is Mixed Use. This Development Agreement is consistent with the City’s Comprehensive Plan (2035).

SECTION 5. APPROVAL OF MASTER PLAN DEVELOPMENT, CONCEPTUAL MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on _____, ~~2019~~ 2023, adopted Ordinance ~~2019~~ 2023- _____ for a Master Planned Development affecting the Owner’s Property subject to the terms and conditions of this Development Agreement.

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

(c) The provisions of the then current LDC shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Development Agreement and will be subject to enforcement as if no Development Agreement were in effect.

(d) The Conceptual Master Plan generally depicts the layout of the Project and delineates the approximate property boundaries, streets, easements, property lines, general location of lots and intended uses.

(e) The Conceptual Master Plan contains a level of detail satisfactory to permit the Project to proceed directly to Preliminary Plat or Site Plan approval.

SECTION 6. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT CONCEPTUAL MASTER PLAN.

Modifications to the exact location of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and approved by the Land Use Administrator during review of construction documents, site plans, or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Development Agreement and Conceptual Master Plan and any construction documents, and Preliminary Plat for the Subject Property or portions thereof as allowed by Code, provided that: (1) the maximum building height and number of residential lots described herein are not exceeded; (2) the Subject Property setbacks from adjacent properties are not modified; and (3) the approved plans maintain the development standards in this Development Agreement.

SECTION 7. PERMITTED USES.

The Owner agrees to fully comply with the following uses and restrictions on the Subject Property. The Owner must develop the Subject Property consistent with the Conceptual Master Plan with the uses of each Tract being limited to those provided on the Tract Map attached hereto as **Exhibit “3”** and the table provided below. The design standards for the permitted use on each Tract shall comply with the LDC⁴-or design standards provided in Section 12.1, Lot Dimensional Standards, below:

TRACT	PERMITTED USE
1	SFR-1, MFR-2 and/or COM-2
2	SFR-M or MFR-M
3	COM-2 and/or MFR-M
4	COM-2
5	SFR-M or MFR-M
6	COM-2 and/or MFR-M
7	MFR-M
8	Marina Basin (COM-2)

7.1 EXCEPTIONS TO COM-2 PERMITTED USES IN TRACTS. (a) Drinking establishments with outdoor entertainment, micro-breweries, building contractors’ offices, and automotive part stores without service bays are allowed by right in tracts with COM-2 uses.

7.2 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND INTERCONNECTIVITY.

(a) The Conceptual Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within the Subject Property and with adjacent rights-of-ways. All uses shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access at all times to all roadways to ensure that public safety is maintained.

(b) Project's East Parcel shall provide and maintain at least one access drive onto Colbert Lane and one access drive onto Roberts Road as shown on the Conceptual Master Plan.

(c) School Bus Stop: The Owner shall construct a school bus stop, that meets locational and design standards of the Flagler County School District and City, unless otherwise agreed to by the parties or their designees.

(d) For multi-family projects, the Owner shall provide a minimum of one garage unit or one architecturally designed carport (at Owner's discretion) for a minimum of thirty percent (30%) of the units in that multi-family project. The architectural theme for carports shall be consistent with the architectural style of the project and be similar in design, layout and dimensions to those approved in the multi-family Town Center project located at 470 Bulldog Drive or be of an equal or better design as determined by the LUA. In the event the Owner provides structured parking for a multi-family or mixed-use project including multi-family units, spaces in the garage can be counted towards the garage/carport parking requirements as noted above.

SECTION 8. LAND DEVELOPMENT CODE PARTIAL NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this Development Agreement and the LDC, the terms of this Development Agreement shall prevail.

Where specific requirements are not contained in this Development Agreement, the LDC shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Conceptual Master Plan.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) Private & Public Improvements: The Owner agrees to construct, at a minimum, the following on-site improvements, at the Owner's sole and exclusive expense, as a condition of this Development Agreement and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

- i. Private Improvements: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.
- ii. The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary by the City to serve the public utilities.
- iii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an

individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

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

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide an internal integrated system of sidewalks to ensure that pedestrians maintain an easy and safe access to all uses as depicted on the Conceptual Master Plan. The Owner shall provide community sidewalks a minimum of five (5) feet wide on ~~only~~ at least one side of the internal roadway system.

(d) ACCESS: Ingress and egress to the Project shall be provided, constructed and maintained as depicted on the Conceptual Master Plan. At the sole discretion of the Owner, the development or portions of it may be gated.

(e) OWNER STORMWATER SYSTEM: The Owner shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the “Owner Stormwater System”).

(f) PARK AND RECREATION: As generally depicted on the Conceptual Master Plan, the Owner shall provide parks and recreation for the benefit of the Project. The actual location and design of all parks and recreation facilities will be provided at a later date but shall include the marina basin.

SECTION 10. DEVELOPMENT STANDARDS.

10.1 PARKING: Parking requirements for each tract shall be consistent with the LDC unless provided for elsewhere in this MPD Agreement and in the Project’s covenants and

restrictions. Notwithstanding, the calculation of minimum parking space requirements for the development of any Tract may include excess parking spaces from other Tracts so long as the total amount of parking spaces for the overall Project that is being developed are satisfied. Additionally, the Owner may have shared parking facilities serving more than one use or Tract when and if the Owner can demonstrate that the different uses or mixed uses will have different peak hour parking demands and sufficient parking will be provided.

10.2 OPEN SPACE: Minimum open space shall be thirty percent (30%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds, the marina basin, landscaped areas and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a property owners' association, or other method satisfactory to the Owner and the City.

10.3 WATER/WASTEWATER: The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by central water and sewer services. The City shall be the potable water and wastewater service provider for the Project upon payment of applicable fees. The City is under no obligation to accept the dedication of any facility.

10.4 TRANSPORTATION: Transportation concurrency shall be addressed during the Preliminary Plat or technical site plan process.

10.5 DRAINAGE:

(a) The Owner shall construct and maintain a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District

(SJRWMD) and the City's LDC. Best Management Practices (BMPs) shall be used during and after construction to minimize erosion and sedimentation and to properly manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) design standards and details.

(b) Stormwater piping, swales and ditches shall be designed to convey a ten (10)-year, twenty-four (24)-hour storm event. Stormwater detention facilities shall be designed to meet the water quality and attenuation requirements of SJRWMD and the City's LDC.

(c) Existing drainage conveyance along the northern property line, as indicated on the Conceptual Master Plan, shall be maintained through the use of drainage swales and/or storm drainage piping.

10.6 LANDSCAPING: No potable water shall be used for irrigation once a stormwater or reclaimed water source is available after which all landscaping and irrigation shall comply with the LDC except for perimeter buffers, which shall be governed by section 10.20, below. For townhomes that are on a minimum 20-foot wide lot at least 20% of the front façade for townhomes shall be landscaped in lieu of 25% per LDC Section 5.03.04.B.7.

10.7 LIGHTING: All lighting including but not limited to all pole mounted lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC. Lighting throughout Tracts 2 - 8 shall also have a common architectural theme as described in Section 12.3.

10.8 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, technical site plans, or preliminary plats. The water requirements for the fire

system will be served by the City’s Utility Department. The Project shall comply with the City’s fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

10.9 UTILITIES: The Owner shall be responsible for any and all costs associated with the extension of existing City utilities to the Subject Property that may be required to serve this Project. All internal utility lines for the Project shall be placed underground.

10.10 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City’s Comprehensive Plan. The Project shall provide and maintain the minimum number of access drives onto Roberts Road and Colbert Lane as generally depicted on the Conceptual Master Plan.

10.11 RESOURCE PROTECTION:

(a) Except as depicted on the Conceptual Master Plan and in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC.

(b) Natural upland buffers must be provided if required by Chapter 10 of the LDC.

~~(c) The Owner shall address any issues concerning cement kiln dust (“CKD”), pursuant to permits or other requirements imposed by the Florida Department of Environmental Protection.~~

10.12 WETLANDS: The Project shall be subject to all Federal, State and City of Palm Coast environmental and wetland regulations and ordinances.

10.13 LOW IMPACT DEVELOPMENT PRACTICES: To further conservation practices identified in the LDC, the Project shall incorporate into the construction, operation, and maintenance of all facilities, conservation strategies to include but not be limited to:

(a) Water Conservation:

- i. Native, drought tolerant plant materials;
- ii. St. Johns River Water Management District Florida Water Star program for protection of water resources;
- iii. Turf grass – Irrigated area(s) shall not exceed 50% of landscape areas;
- iv. Separate irrigation zones shall be required for turf, non-turf areas; and
- v. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

All irrigation systems shall employ, at minimum, a rain shut-off device such as a soil moisture sensor or smart irrigation system capable of analyzing and ascertaining weather conditions and time of year. These restrictions shall be clearly stated in the Project’s Covenants, Conditions and Restrictions (“CC&Rs”).

(b) Solid Waste: Recycling services shall be provided along with solid waste services to all businesses and residents.

(c) Electric Vehicle Charging Stations: At least one Level 2 (208-240 volt) or Level 3 (208-480 volt) electric vehicle charging station, at the discretion of the Owner, shall be provided for each residential unit having a garage.

10.14 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable local, state, federal, and City water quality laws, rules, regulations, and ordinances.

10.15 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit documents pursuant to the requirements of applicable federal, state, and City regulations.

10.16 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property,

the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna shall comply with the LDC. If applicable, Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants. The Owner and City shall cooperate on grant opportunities to supplement cost(s) that the Owner may incur to implement these principles.

10.17 SIGNAGE: The Marina Village development may be identified by up to two double-faced or two single-faced monument entrance signs to be located at the primary Project entrances on Colbert Lane and may be identified with either one double-faced or two single-faced monument entrance signs to be located:

- (i) At each secondary Project entrance at Roberts Road; and
- (ii) At the approximate corner of the Property located near the intersection of Roberts Road and Colbert Lane.

Such monument signs may be lighted (with lighting directed away from traffic as required by the LDC), and shall be a maximum of seven feet (7') tall, with a sign area no greater than forty-eight (48) square feet in size. Directional, and ingress and egress signs for the individual residential and commercial projects within the Project, and for recreational and other amenities, will be provided throughout the Project, provided that none of these signs exceed six (6) square feet in size and four (4) feet in height, including for sale or for lease signs. Neighborhood, amenity and commercial project directory signs may be located along the internal road circulation system and shall be no taller than six feet (6') in height, with no more than thirty-two (32) square feet of sign area. The approximately one hundred sixty (160) foot tall existing stack on site shall be maintained by Owner and may be enhanced aesthetically

by Owner with the intent that it may be utilized as part of the Project’s aesthetic features but shall not be used for signage purposes. For example, if it is painted to look similar to a lighthouse in an appropriate architectural fashion it would not be considered a sign. All signage will be generally consistent and uniform in design and a master sign plan shall be approved at the time of the Project’s first preliminary plat or site plan approval

10.18 MODEL HOMES: Up to five model homes can be constructed, occupied, and operated under Section 4.19.02 of the LDC for each Tract of the Project. Sales and leasing activities shall be limited to properties located within the Project. Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations and codes. Moreover, model homes are subject to all phasing and construction plan approvals.

10.19 RENTAL PROGRAM: Developer reserves the right to place all or any portion of the Project’s residential units in a rental program operated by Developer, Developer’s affiliates or any third-party rental program operators approved by the Developer.

10.20 PROJECT BUFFERS: The Developer agrees to provide and maintain:

(i) A City Type “G” 25’ wide buffer along both sides of Colbert Lane Roberts Road, as identified on the Site Plan; and

(ii) A City 15’ wide buffer with Type “G” plantings along Roberts Road, as identified on the Site Plan.

(iii) A City Type “C” 10’ wide buffer with tall screen plantings or a fence shall be provided along the north property line.

The stated buffers shall not be required at the Project entrances. Project signage, irrigation, drainage, utilities and related improvements shall be allowed in the landscape buffer(s), as outlined in Section 11.03.05.C.6 of the LDC.

10.21 MARINA:

In recognition of the permits issued by the Army Corps of Engineers, St. Johns River Water Management District, & Flagler County, the development of the Marina shall: (i) be consistent with the existing approved Conceptual Plan as may be modified, (ii) participate in the FDEP Clean Marina program, (iii) remain exempt from Section 4.16, Marinas, of the LDC, (iv) apply for a city building permit to install approximately 2,425 linear feet of precast concrete or composite sheet pile bulkhead with concrete cap (consistent with approved Flagler County Building Permit #2018110187), the building permit fee shall be capped at \$10,000, and (v) provide a 20' wide buffer with Type "G" plantings between Tract 6 and the Sea Ray property. Where lands are preserved at least 20 feet in width adjacent to Unsinkable Street or the Sea Ray property no buffer would be required.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat for the relevant phase. A Subdivision Master Plan as provided in Section 2.10, LDC is not required. Each tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, private roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times.

(b) Roadways shall be constructed concurrently with development of adjacent lots to ensure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal

sidewalks shall be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home’s building permit shall be conditioned on this requirement.

SECTION 12. LOT AND BUILDING STANDARDS.

12.1 LOT DIMENSIONAL STANDARDS: Dimensional standards for each tract, except for those developed for Mixed Uses, as shown on **Exhibit 3** and for each permissible use shall comply with the LDC except as follows:

SFR-M Site Development Requirements

<u>Type</u>	<u>Single-Family</u>
Min. Lot Width*	30’
Min. Lot Depth	100’
Min. Lot Size (SF)	3,000 sf
Min. Side Setback	5’
Min. Street-Side Setback	15’
Min. Front Setback	20’
Max. Bldg. Height	35’
Min. Rear Setback	10’
Max. Impervious Surface Ratio	80%**

*Single Family detached lots on cul-de-sacs and curves may have a minimum 25’ width on the road frontage so long as the average lot width equals the minimum for the lot type. (Note – All lot sizes, setbacks and dimensions are minimum unless otherwise indicated and may be increased.)

**Minimum open space shall be thirty percent (30%) of the entire MPD gross area.

MFR-M Site Development Requirements – Marina

<u>Type</u>	<u>Multi-Family Tracts 1 & 2, 3, 5 & 7</u>	<u>Townhome Tracts 3,5 &7</u>	<u>Multi-Family Yacht Club Tract 6</u>
Min. Distance Between Buildings	20'	16' <u>20' or attached</u>	20'
Min. Setback to Water	20'	20'	10'
Max. Bldg. Height	95' <u>60'</u>	35' <u>45'</u>	95'
Min. Setback to Property Line	50' <u>15'</u>	5' <u>10'</u>	10'
<u>Minimum Setback to MPD Property Line</u>	<u>20'</u>	<u>10'</u>	<u>10'</u>
<u>Minimum Front Setback</u>	<u>N/A</u>	20'	<u>N/A</u>
<u>Minimum Side or Rear Street Setback</u>	<u>10'</u>	<u>10'</u>	<u>10'</u>
Min. Lot Size (SF)	N/A	2,500 <u>2,000</u> sf	N/A
<u>Minimum Lot Width</u>	<u>N/A</u>	<u>20'</u>	<u>N/A</u>
Max. Impervious Surface Ratio*	80%	80%**	80%**

*Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.

**Minimum open space shall be thirty percent (30%) of the entire MPD gross area.

**COM-2 or Mixed Use with Residential Above Commercial
Site Development Requirements**

<u>Type</u>	<u>COM-2</u>
<u>Min. Lot Width</u>	<u>80'</u>
<u>Min. Lot Size (SF)</u>	<u>12,000 sf</u>
<u>Min. Side Setback</u>	<u>0'</u>
<u>Min. Street-Side Setback</u>	<u>10'</u>
<u>Min. Front Setback</u>	<u>10'</u>
<u>Max. Bldg. Height</u>	<u>60'</u>

<u>Min. Rear Setback</u>	<u>10'</u>
<u>Minimum Setback to MPD Property Line</u>	<u>20'</u>
<u>Maximum Floor Area Ratio*</u>	<u>100%</u>
<u>Max. Impervious Surface Ratio*</u>	<u>80%**</u>

*Maximum Floor Area and Impervious Surface Ratios shall be applicable to each Tract.

**Minimum open space shall be thirty percent (30%) of the entire MPD gross area.

12.2 **MIXED-USE TRACTS DIMENSIONAL STANDARDS:** If Tract 4 2, Tract 3, or Tract 6 is being developed for both residential and commercial uses on the same lot then the dimensional standards for the dominant use shall be utilized (residential or commercial uses having the most building gross floor area) unless COM-2 uses are on the first floor and the residential uses are on above floor(s) then the COM-2 standards in the above table shall be used.

12.3 **ARCHITECTURE:** Prior to issuance of the Preliminary Plat Development order or the next Technical Site Plan with construction of a building, the Owner shall submit to the LUA an architectural program for the Project located east of Colbert Lane which shall be consistent with Chapter 13 of the City's LDC. Such program shall include signage and lighting for the Project.

SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

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

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not a Preliminary Plat approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provided elsewhere in this Development Agreement.

SECTION 14. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees, and may in the future increase the amount of those fees. The Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting. Notwithstanding the above, the Owner shall not be charged impact fees for marina wet or dry storage slips that are appurtenant to residential units located on Tracts 2 – 8, which shall be determined during the Technical Site Plan and any slips that are appurtenant shall have deed restrictions placed on them.

SECTION 15. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish an association, in accordance with Florida law, comprised of the owners of lots or parcels with the development (the “Association”). The Association documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association, and restrictions on the ability to amend these requirements without the City’s

approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to roads, landscaping and buffers.

SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

(b) In the event that a dispute arises under this Development Agreement, and the City and Owner are unable to resolve the issues, the parties shall attempt to resolve all disputes informally. In the event of a failure to informally resolve all disputes, the City and Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

(c) In the event of conflict between the terms of this Development Agreement and the Conceptual Master Plan, the provisions of this Development Agreement shall prevail.

SECTION 17. NOTICES.

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

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

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

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

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

As to the Owner: Lighthouse Harbor Palm Coast Holdings, LLC
2298 Colbert Lane 60 14th Street South, Suite 104
Palm Coast, FL 32137 Birmingham, AL 35233

With copies to: Michael D. Chiumento III, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

SECTION 18. SEVERABILITY.

The terms and provisions of this Development Agreement are not severable and in the event any portion of this Development Agreement shall be found to be invalid or illegal, then the entire Development Agreement shall remain valid and binding on the parties.

SECTION 19. SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

(b) Venue for any dispute shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida, or the Middle District if in federal court.

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

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan; parks master plan, including parks and trail dedications; utility construction and connections; mandating utility capacities; requiring street development or other such similar land development regulations and requirements.

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

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

SECTION 21. TERM / EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Council and execution of this Development Agreement by all parties (the “Effective Date”).

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date. This Development Agreement will expire 30 years from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at Council’s discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 22. RECORDATION.

Upon approval by the City Council and execution of this Development Agreement by all parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution by the City, and the Development Agreement shall run with the land. The Owner shall pay the costs to record this Development Agreement.

SECTION 23. THIRD PARTY RIGHTS.

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

SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

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

SECTION 25. ATTORNEYS' FEES.

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

SECTION 26. 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 27. INDEMNIFICATION.

The Owner shall indemnify for and save the City harmless from and against any and all liability, claims for damages and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of in any way connected with the Owner's

development of the Subject Property as provided in this Development Agreement. This agreement by the Owner to indemnify and hold the City harmless shall include, but not be limited to: all charges, expenses, and costs, including reasonable attorneys' fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits, or losses and all damages arising therefrom.

SECTION 28. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 29. CAPTIONS.

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

SECTION 30. EXHIBITS.

Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Development Agreement.

SECTION 31. INTERPRETATION.

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

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

SECTION 32. 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 33. 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 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

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

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES INTENTIONALITY TO NEXT PAGE)

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:

Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Neysa J. Borkert, Esq.

City Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, 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:

“OWNER”
Lighthouse Palm Coast Holdings, LLC, a
Florida limited liability company

(print)

By: _____
_____, Manager

(print)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, Manager, Lighthouse Palm Coast Holdings, LLC (check one) who is personally known to me or who produced _____ as identification.

Notary Public – State of Florida

Print Name: _____

My Commission expires:

EXHIBIT "1"

LEGAL DESCRIPTION

GRAND HAVEN MARINA PARCEL 1

LOTS 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16 AND 17, TOGETHER WITH PART OF LOT 6 AND VACATED DOCKSIDE DRIVE, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGES 33 AND 34, AS PARTIALLY VACATED BY OFFICIAL RECORDS BOOK 1203 PAGE 170, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31, EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

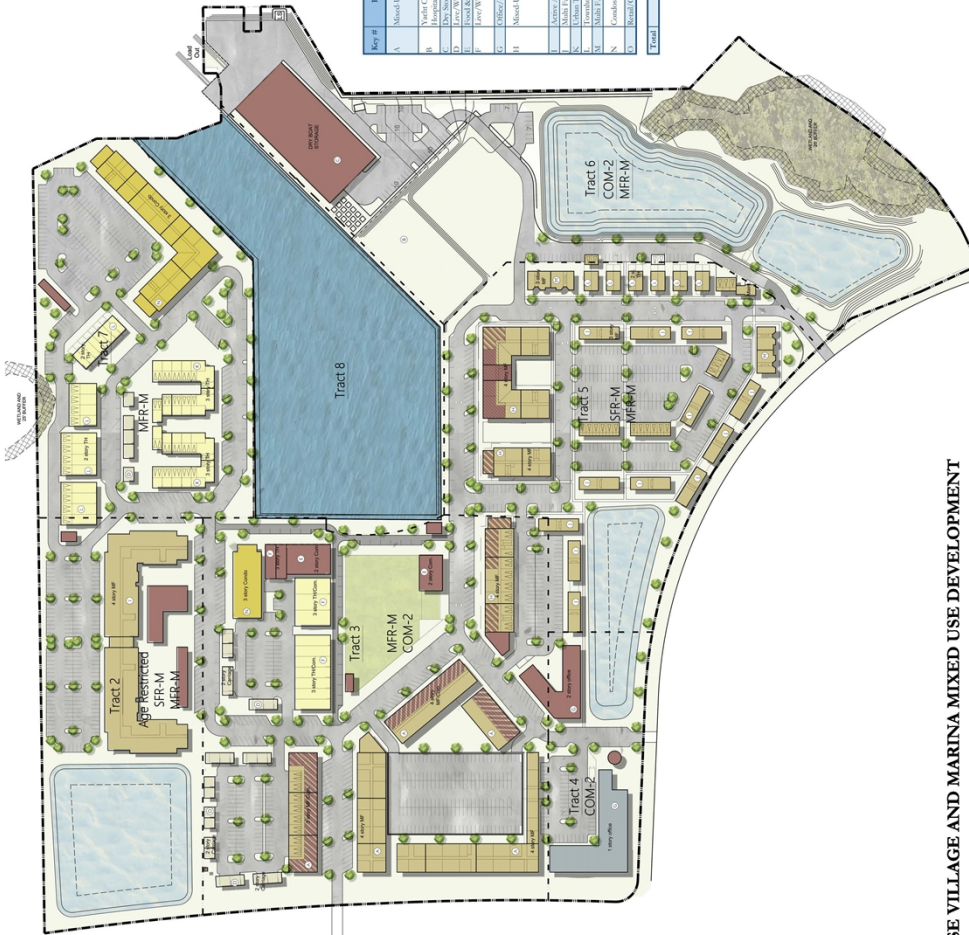
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN MAP BOOK 33, PAGES 54-61 OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 18°24'09" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,040.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7,734.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,415.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°09'29" EAST AND A CHORD DISTANCE 1,413.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°10'59" EAST, A DISTANCE OF 1,717.09 FEET; THENCE SOUTH 25°14'03" EAST, A DISTANCE OF 156.53 FEET; THENCE SOUTH 00°16'47" EAST, A DISTANCE OF 98.64 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE LEHIGH CANAL; THENCE SOUTH 00°16'47" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 82.17 FEET; THENCE SOUTH 20°18'43" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 105.38 FEET; THENCE NORTH 89°59'40" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 77.21 FEET; THENCE NORTH 78°58'54" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 46.21 FEET; THENCE NORTH 00°32'52" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 30.02 FEET; THENCE NORTH 89°11'31" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 135.05 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 00°24'21" EAST, A DISTANCE OF 198.17 FEET; THENCE SOUTH 59°02'59" WEST, A DISTANCE 227.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1; THENCE SOUTH 00°46'14" EAST, ALONG THE EASTERLY LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 776.70 FEET; THENCE SOUTH 46°38'27" EAST, A DISTANCE OF 161.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SEA RAY INDUSTRIES ENTRANCE DRIVE, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A

RADIUS OF 630.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°28'46" WEST AND A CHORD DISTANCE OF 107.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°35'53" WEST, CONTINUING ALONG SAID DRIVE, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 364.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°21'19" WEST AND A CHORD DISTANCE OF 359.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°35'40" WEST AND A CHORD DISTANCE OF 35.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD, A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 22°24'07" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.08 FEET TO THE POINT OF CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1063.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1209.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'16" WEST, AND A CHORD DISTANCE OF 1144.99 FEET; THENCE NORTH 87°44'26" WEST, A DISTANCE OF 407.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°04'18" WEST, AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF REVERSE CURVATURE SAID CURVE HAVING A RADIUS OF 7734.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1283.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°09'30" WEST, AND A CHORD DISTANCE OF 1282.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED IN BOOK 1646, PAGE 89 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "2"

CONCEPTUAL MASTER PLAN

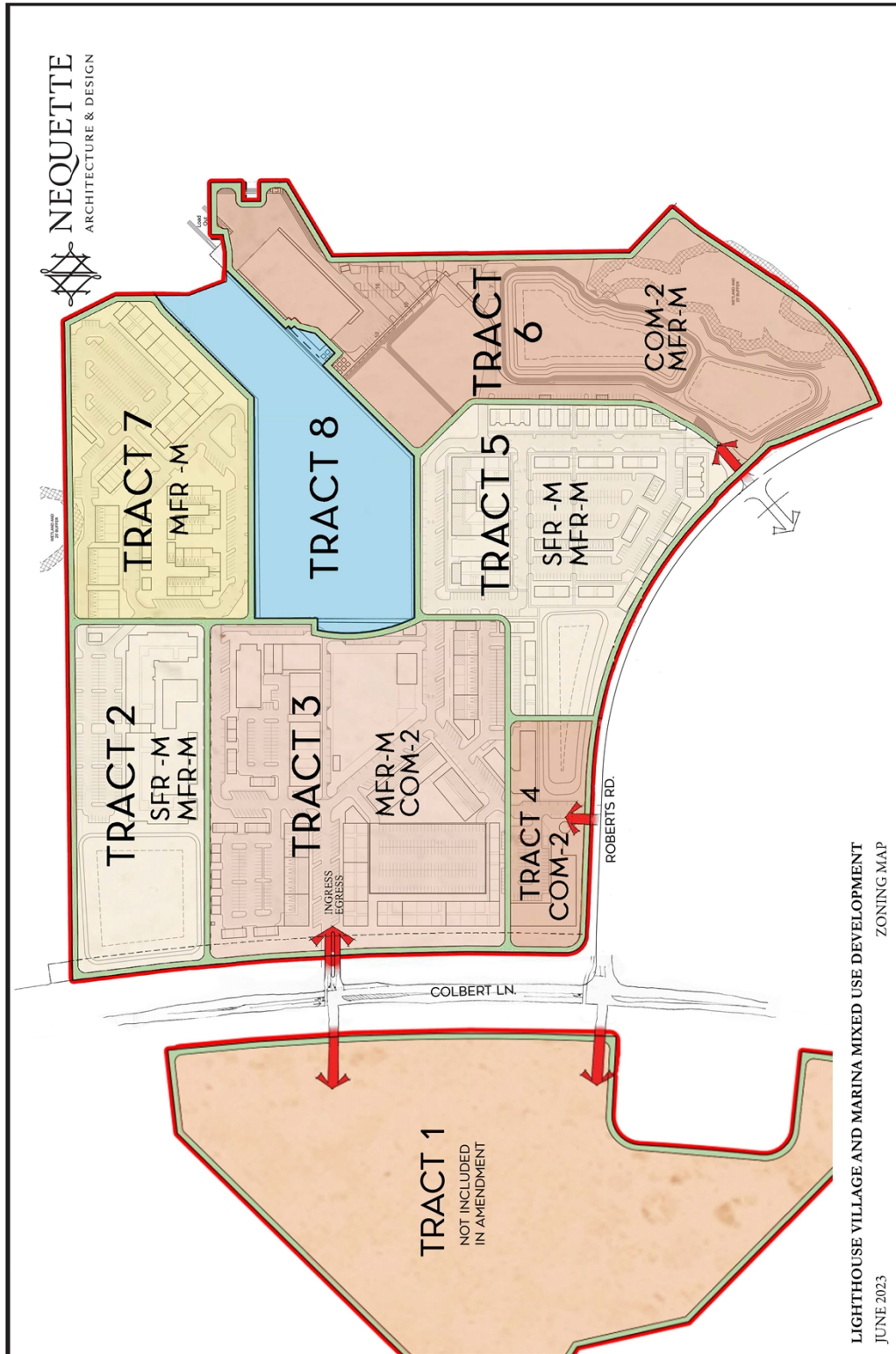


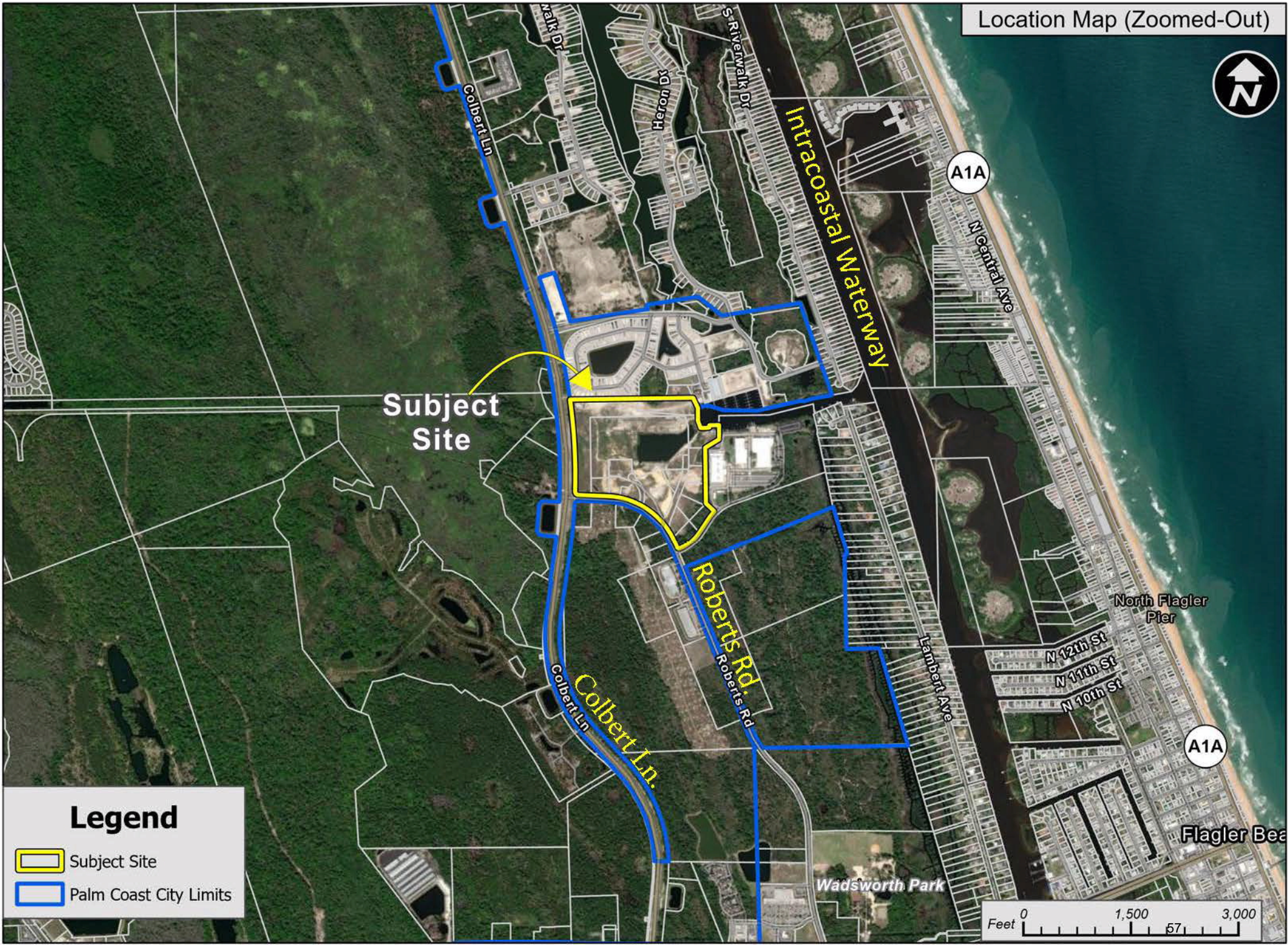
Key #	Project Type	Building Types	Number of Units	Building Sq. Ft.	Parking	Parking Sq. Ft.	Parking Requirements
A	Mixed Use, Multi-Family	Multi-family	272	21,000	670	135	1.5 spaces/1 bedroom 1.75 spaces/2+ bedrooms
B	Yacht Club/Resort/Hotel	Hotel/Commercial	-	20,000	535	54	1 space/250 sq. ft.
C	Health Club	Health Club	-	45,247	-	67	1 space/250 sq. ft.
D	Low Work Townhomes	57 Low Work Townhomes	13	10,000	40	30	2 spaces/unit
E	Low Work Townhomes	2 Story F&B, Townhomes	9	10,000	200	200	1 space/20 sq. ft.
F	Low Work Townhomes	57 Low Work Townhomes	5	-	10	6	2 spaces/unit
G	Office/Mechanical	Office	-	31,000	145	124	1.5 spaces/250 sq. ft.
H	Mixed Use, Multi-Family	Multi-family	162	-	265	198	1.5 spaces/275 bedrooms
I	Active Adult	Club House, Amenities	-	5,000	20	25	1 space/250 sq. ft.
J	Active Adult	Multi-family	146	7,000	135	110	0.75 spaces/unit*
K	Multi-Family	4 Unit Building	52	-	140	126	1.75 spaces/2+ bedrooms
L	Multi-Family	4 Unit Building	52	-	140	126	1.75 spaces/2+ bedrooms
M	Multi-Family	24 Townhomes	24	-	65	64	2 spaces/unit
N	Multi-Family	12 Unit Building	24	-	15	48	2 spaces/unit
O	Condos	8-8 4 Story Condo Towers	90	-	120	110	1.5 spaces/bedroom
P	Retail/Commercial	Retail/Commercial	-	6,000	30	24	1.5 spaces/250 sq. ft.
Total			643		1,500	1,698	

LIGHTHOUSE VILLAGE AND MARINA MIXED USE DEVELOPMENT
APRIL 2023

EXHIBIT "3"

TRACT MAP

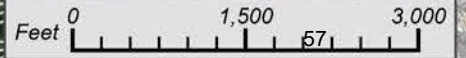




Subject Site

Legend

-  Subject Site
-  Palm Coast City Limits





Subject Site

Lighthouse Harbor Future Apartments

Marina Del Palma

Marina Village

Sea Ray Boats

Roberts Rd.

Colbert Lane

Colbert Ln

Lighthouse Ct

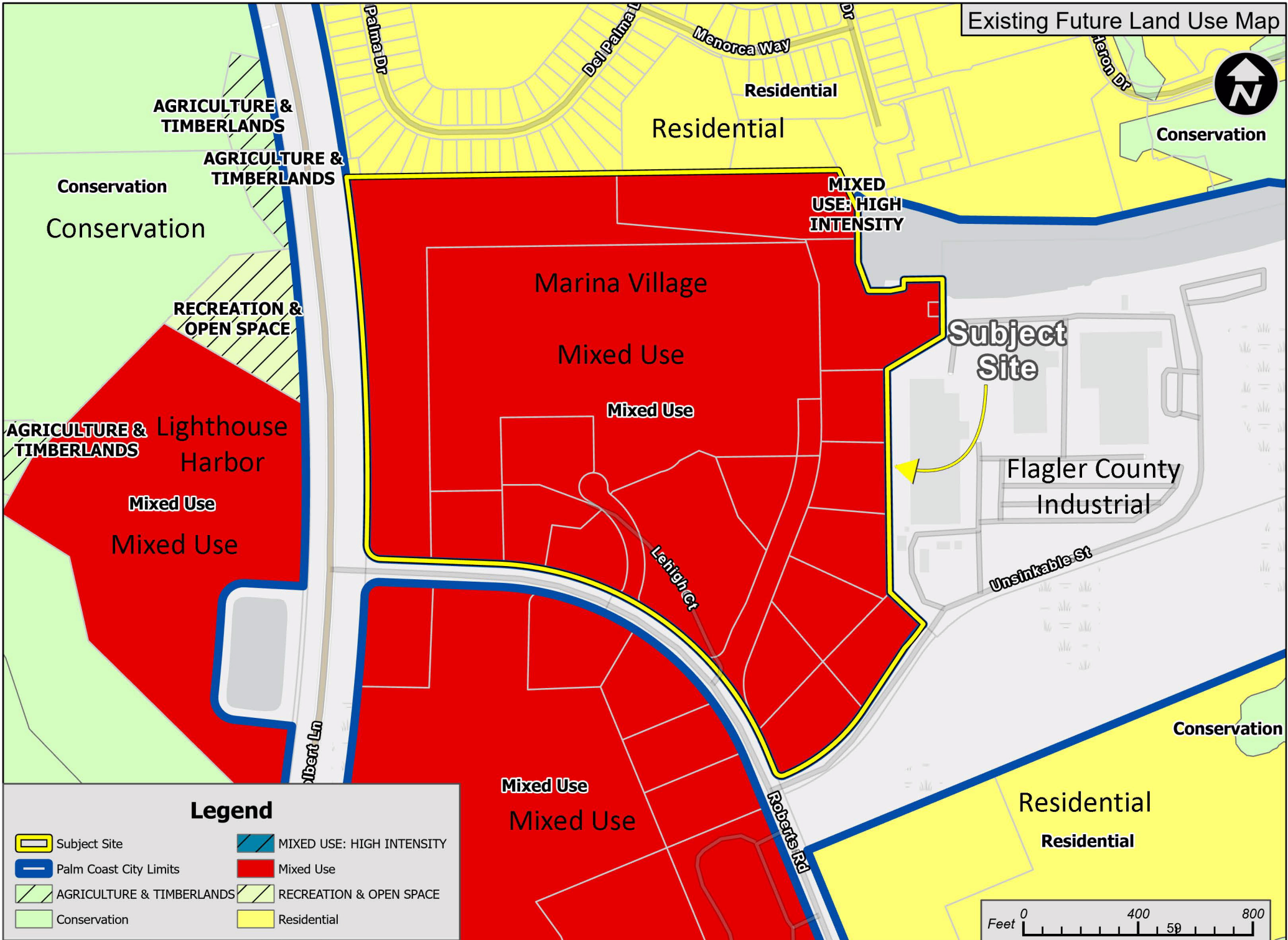
Roberts Rd

Unsinkable St

Legend

-  Subject Site
-  Palm Coast City Limits





Legend

Subject Site	MIXED USE: HIGH INTENSITY
Palm Coast City Limits	Mixed Use
AGRICULTURE & TIMBERLANDS	RECREATION & OPEN SPACE
Conservation	Residential





Legend










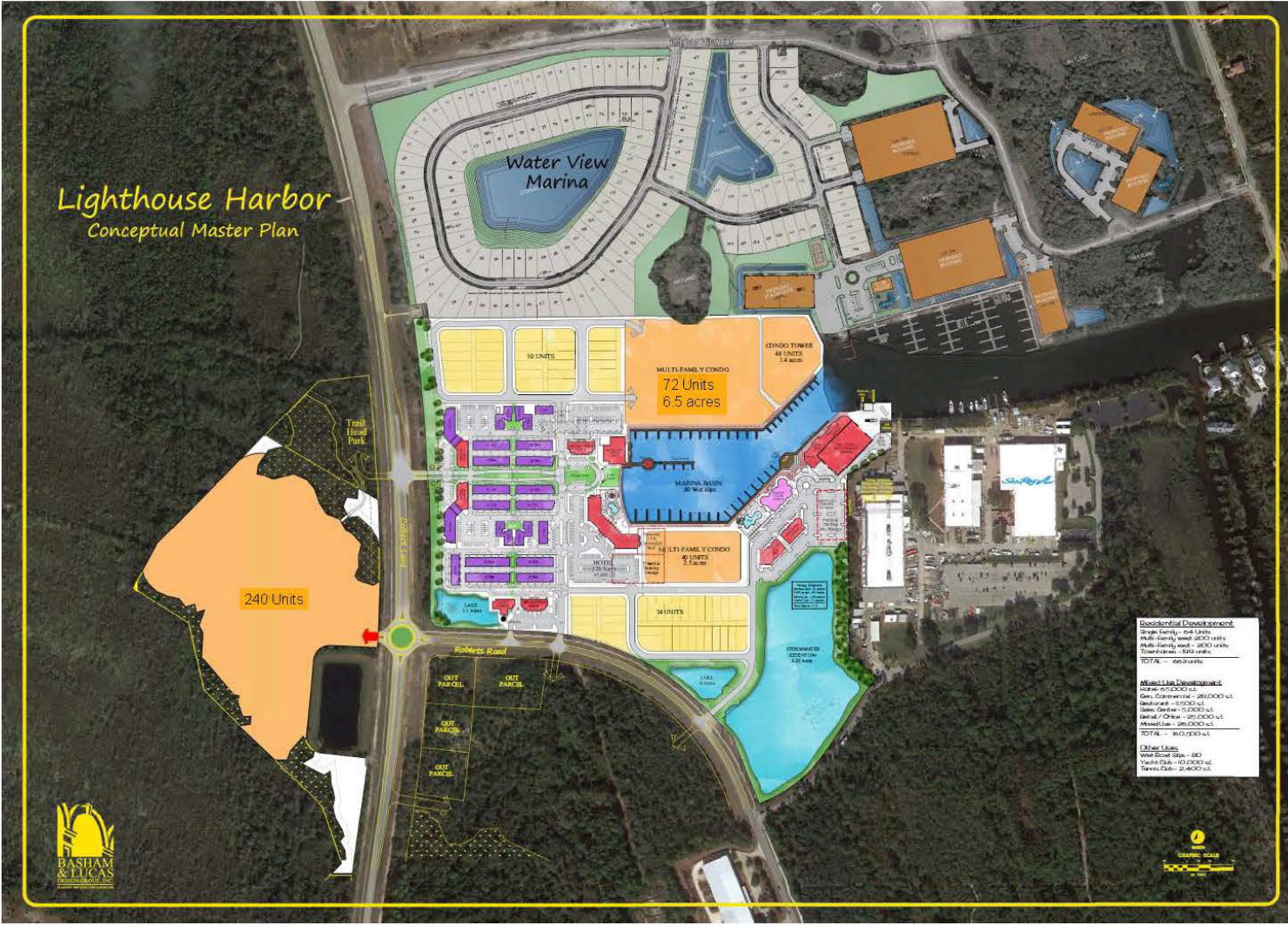
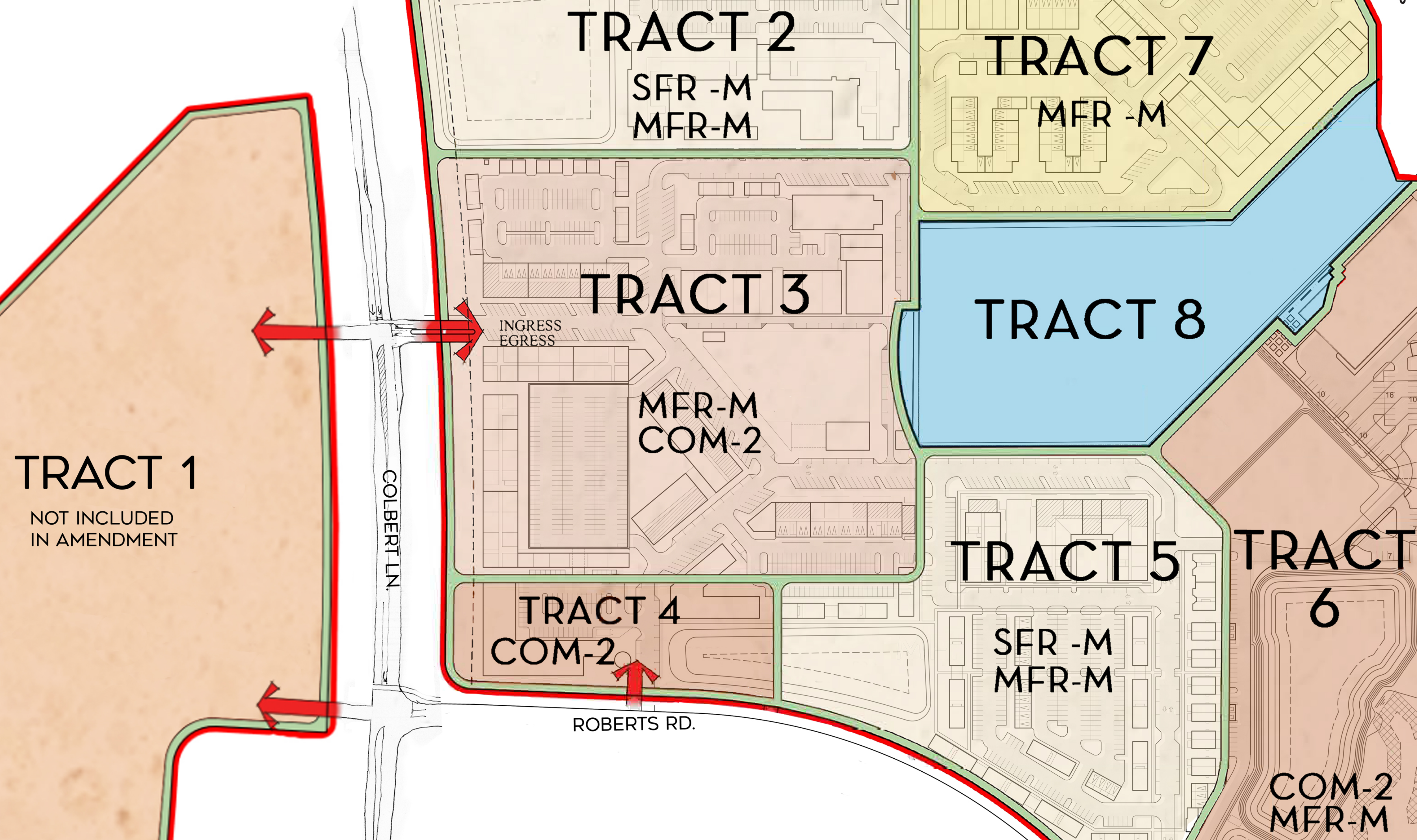
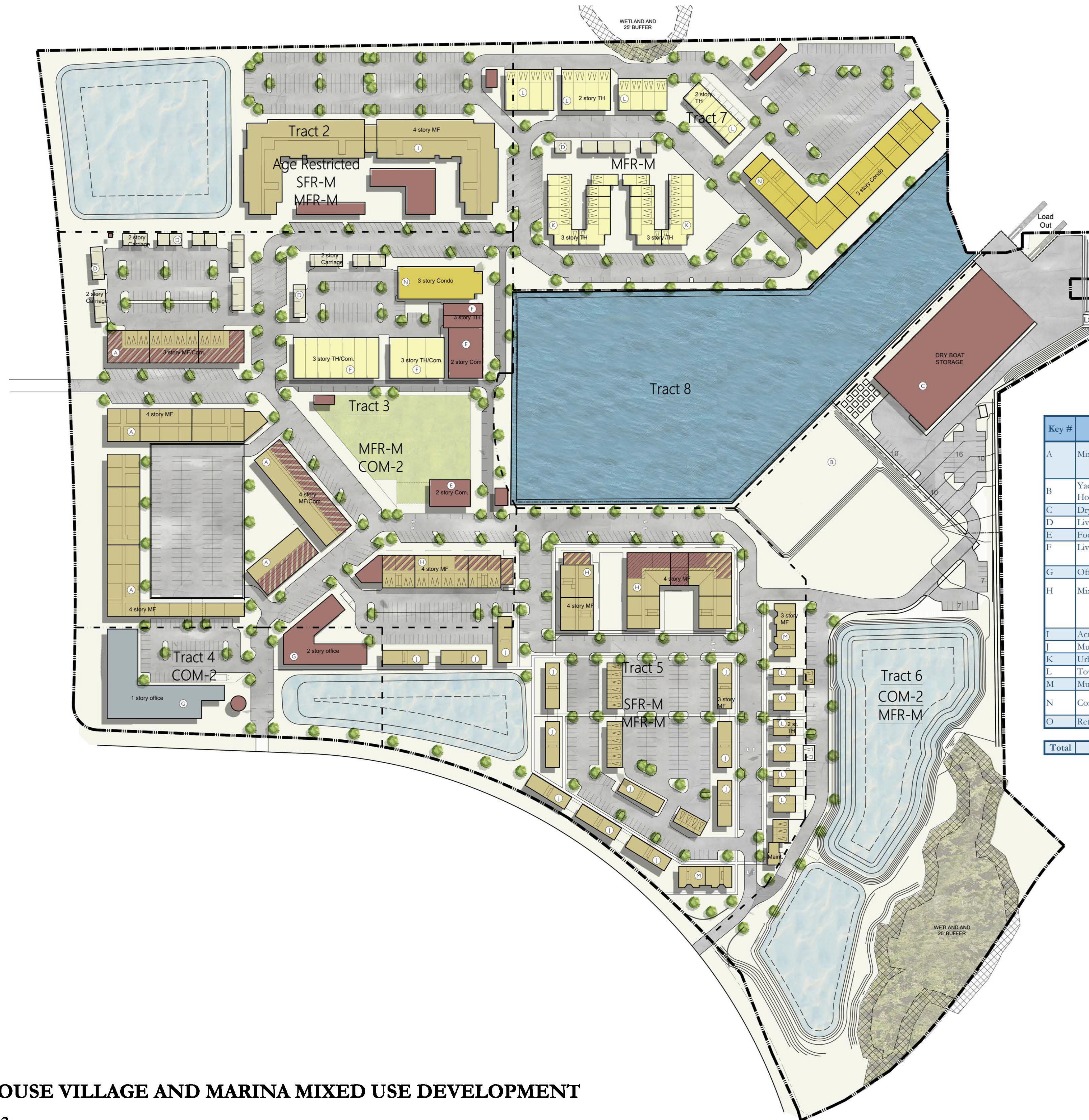
-  Subject Site
-  COM-2
-  PUD
-  Palm Coast City Limits
-  IND-1
-  SFR-1
-  AC
-  PRS
-  MPD Post 11-16-08 Designation



EXHIBIT "2"
CONCEPTUAL MASTER PLAN
Minor Modification #1 - November 2020







Key #	Project Type	Building Types	Number of Units	Building Sq. Ft.	Parking	Parking Required	Parking Requirement
A	Mixed-Use Multi-Family	Multifamily	272	-	470	333	1.5 spaces/1 bedroom 1.75 spaces/2> bedrooms
		Retail/Commercial	-	21,000	95	84	1 space/250 sf
B	Yacht Club/Restaurant/Hospitality	Hospitality	-	20,000	-	80	1 space/250 sf
C	Dry Storage	200 boats	-	44,247	-	67	1 space/3 boat berths
D	Live/Work Townhouses	36' Live/Work Townhouses	15	-	40	30	2 spaces/unit
E	Food & Beverage	2 Story F & B	-	10,000	260	200	1 space/50 sf
F	Live/Work Townhouses	24' Live/Work Townhouses	9	-	20	18	2 spaces/unit
		36' Live/Work Townhouses	3	-	10	6	2 spaces/unit
G	Office/Medical	Office	-	31,000	145	124	1 space/250 sf
H	Mixed-Use Multi-Family	Multifamily	162	-	265	198	1.5 spaces/1 bedroom 1.75 spaces/2> bedrooms
		Club House Amenity	-	8,000	20	-	-
		Retail/Commercial	-	7,000	35	28	1 space/250 sf
I	Active Adult	Multifamily	146	-	135	110	0.75 spaces/unit *
J	Multi Family	6 Unit Building	72	-	140	126	1.75 spaces/2> bedrooms
K	Urban Townhouses	Urban Townhouses	20	-	45	40	2 spaces/unit
L	Townhouses	24' Townhouses	32	-	65	64	2 spaces/unit
M	Multi F/amily	12 Unit Building	24	-	55	48	2 spaces/unit
N	Condos	3 & 4 Story Condo Towers	90	-	120	110	1.5 spaces/1 bedroom 1.75 spaces/2> bedrooms
O	Retail/Commercial	Retail/Commercial	-	6,000	30	24	1 space/250 sf
Total			845	-	1,950	1,690	



GENERAL APPLICATION:

<input type="checkbox"/> Nonstatutory Land Division/Parcel Reconfiguration	<input type="checkbox"/> Rezoning	<input type="checkbox"/> Special Exception
<input type="checkbox"/> Subdivision Master Plan	<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Vacating Plat
<input type="checkbox"/> Master Site Plan	<input type="checkbox"/> Nonresidential Controlling Master Site Plan	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Technical Site Plan	<input type="checkbox"/> Site Plan Addition	<input type="checkbox"/> Development Order Modification
<input type="checkbox"/> Variance	<input type="checkbox"/> Parking Flexibility	
<input type="checkbox"/> Wireless Communication Facility (new structure)		

CD Plus Application #: _____ Application Submittal Date: _____
 Fee Paid: \$ _____ Date of Acceptance: _____
 Employee Name Accepting Application (print name): _____
 Rejected on _____ Rejected by: _____
 Reason for Rejection: _____

A. PROJECT NAME: Marina Village

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): Colbert Lane/Roberts Road

C. PROPERTY APPRAISER'S PARCEL NUMBER(S): See attached Exhibit "A"

D. LEGAL DESCRIPTION: See attached Exhibit "B" Subdivision Name: _____ Section: _____ Block: _____ Lot _____

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 89 acres

F. FUTURE LAND USE MAP DESIGNATION: Mixed Use EXISTING ZONING DISTRICT: MPD

OVERLAY DISTRICT: _____

G. FLOOD ZONE: _____ COMMUNITY PANEL NUMBER: _____ DATE: _____

H. PRESENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):
Mixed Use project

J. PROPOSED NUMBER OF LOTS: 908 units

K. CHECK APPROPRIATE BOX FOR SITE PLAN:

- Tier 1 (up to 40,000 sq. ft. / 40 units)
- Tier 2 (up to 100,000 sq. ft. / 100 units)
- Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:
 None

M. WATER/SEWER PROVIDER: City of Palm Coast

N. IS THERE AN EXISTING MORTGAGE? Yes No



OWNER:

APPLICANT / AGENT:

Name: Lighthouse Palm Coast Holdings, LLC	Name: Michael D. Chiumento III
Mailing Address: 60 14th Street South, Suite 104 Birmingham, AL 35233	Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164
Phone Number:	Phone Number: 386-445-8900 ext 102
E-mail Address: JHolloway@homecommunitiesco.com	E-mail Address: Michael3@legalteamforlife.com

MORTGAGE HOLDER:

ENGINEER OR PROFESSIONAL:

Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:

TRAFFIC ENGINEER:

Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:

LANDSCAPE ARCHITECT:

Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY:

DEVELOPER OR DOCKMASTER:

Name: Michael D. Chiumento III	Name:
Mailing Address: 145 City Place, Suite 301 Palm Coast, FL 32164	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: Michael3@legalteamforlife.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

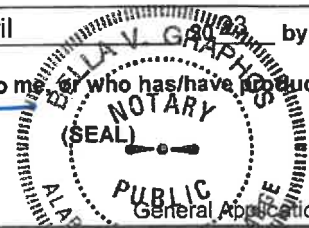
Signature of owner OR person authorized to represent this application

Signature(s) [Signature]
 James T. Holloway, as Manager of HCC Lighthouse, LLC,
 Printed or typed name(s): Manager of Lighthouse Palm Coast Holdings, LLC

NOTARY: This instrument was acknowledged before me on this 21 day of April by

James T. Holloway who is/are personally known to me or who has/have produced
[Signature] as identification.

[Signature]
 Signature of Notary Public, State of Florida Alabama



General Application (sheet 2 of 2)



Property Owner Letter of Authorization

*****IF APPLICANT IS NOT THE PROPERTY OWNER*****

Dear Planning Manager,

I / We,
Lighthouse Palm Coast Holdings, LLC

(All property owners)

being the current property owner(s) of the property legally described as Parcel Number(s)

On the attached Exhibit "A"

and also described as Subdivision _____,

Section _____, Block _____, Lot _____, OR

Listed on the attached Exhibit "B"

Street Address or Physical Location:
Colbert Lane/Roberts Road

Do hereby designate and authorize

Michael D. Chiumento III, Esq.
(name of agent / applicant)

representing Lighthouse Palm Coast Holdings, LLC
(Individual or Corporate Name)

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

Rezoning
(type of application)

for the property described above.


Signature of property owner
James T. Holloway, Manager of HCC Lighthouse, LLC
Manager of Lighthouse Palm Coast Holdings, LLC
Print name

Signature of property owner

Print name

NOTARY: This instrument was acknowledged before me on this 21 day of April,
2023 by James T. Holloway who is/are personally known to me, or
who has/have produced _____ identification.


Signature of Notary Public, State of Florida Alabama





AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Alabama
COUNTY OF Jefferson

COMES NOW, James T. Holloway, being first duly sworn, who deposes and says:

(1) That he/she is the Manager, an officer of HCC Lighthouse, LLC, Manager of Lighthouse Palm Coast Holdings, LLC company ~~XXXXXX~~ existing under the laws of the State of Florida.

(2) That he/she is authorized to execute the following deeds or instruments on behalf of the company above named ~~XXXXXX~~ relating to the following described real property:

See attached Exhibit "A" & Exhibit "B"

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

Signature of owner OR person authorized to represent this application

[Signature]
Signature
James T. Holloway, Manager of HCC Lighthouse, LLC, Manager of Lighthouse Palm Coast Holdings, LLC
Print name

Signature

Print name

NOTARY: This instrument was acknowledged before me on this 21 day of April, 2023 by James T. Holloway who is/are personally known to me, or who has/have produced _____ as identification.

Bella T. Graphos
Signature of Notary Public, State of Florida Alabama
Commission Expires 09.06.2023

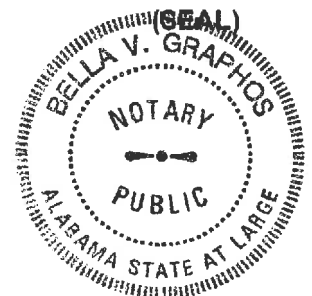


Exhibit "A"

Parcel ID Numbers

02-12-31-0000-01010-0040

02-12-31-0000-01010-0043

02-12-31-0000-01010-0044

02-12-31-0000-01010-0060

02-12-31-0000-01010-0080

02-12-31-0000-01010-0100

02-12-31-0000-01010-0170

02-12-31-4938-00000-0002

02-12-31-4938-00000-0003

02-12-31-4938-00000-0010

02-12-31-4938-00000-0020

02-12-31-4938-00000-0030

02-12-31-4938-00000-0040

02-12-31-4938-00000-0050

02-12-31-4938-00000-0060

02-12-31-4938-00000-0110

02-12-31-4938-00000-0120

02-12-31-4938-00000-0130

02-12-31-4938-00000-0140

02-12-31-4938-00000-0170

EXHIBIT "B"

LEGAL DESCRIPTION

GRAND HAVEN MARINA PARCEL 1

LOTS 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16 AND 17, TOGETHER WITH PART OF LOT 6 AND VACATED DOCKSIDE DRIVE, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGES 33 AND 34, AS PARTIALLY VACATED BY OFFICIAL RECORDS BOOK 1203 PAGE 170, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31, EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN MAP BOOK 33, PAGES 54-61 OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 18°24'09" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,040.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7,734.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,415.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°09'29" EAST AND A CHORD DISTANCE 1,413.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°10'59" EAST, A DISTANCE OF 1,717.09 FEET; THENCE SOUTH 25°14'03" EAST, A DISTANCE OF 156.53 FEET; THENCE SOUTH 00°16'47" EAST, A DISTANCE OF 98.64 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE LEHIGH CANAL; THENCE SOUTH 00°16'47" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 82.17 FEET; THENCE SOUTH 20°18'43" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 105.38 FEET; THENCE NORTH 89°59'40" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 77.21 FEET; THENCE NORTH 78°58'54" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 46.21 FEET; THENCE NORTH 00°32'52" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 30.02 FEET; THENCE NORTH 89°11'31" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 135.05 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 00°24'21" EAST, A DISTANCE OF 198.17 FEET; THENCE SOUTH 59°02'59" WEST, A DISTANCE 227.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1; THENCE SOUTH 00°46'14" EAST, ALONG THE EASTERLY LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 776.70 FEET; THENCE SOUTH 46°38'27" EAST, A DISTANCE OF 161.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SEA RAY INDUSTRIES ENTRANCE DRIVE, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°28'46" WEST AND A CHORD DISTANCE OF 107.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°35'53" WEST, CONTINUING ALONG SAID DRIVE, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 364.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°21'19"

WEST AND A CHORD DISTANCE OF 359.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF NORTH 67°35'40" WEST AND A CHORD DISTANCE OF 35.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD, A VARIABLE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 22°24'07" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.08 FEET TO THE POINT OF CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1063.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1209.12 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF NORTH 55°09'16" WEST, AND A CHORD DISTANCE OF 1144.99 FEET; THENCE NORTH 87°44'26" WEST, A DISTANCE OF 407.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.96 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF NORTH 43°04'18" WEST, AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF REVERSE CURVATURE SAID CURVE HAVING A RADIUS OF 7734.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1283.80 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF NORTH 03°09'30" WEST, AND A CHORD DISTANCE OF 1282.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED IN BOOK 1646, PAGE 89 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Jared Trent
Eric R. Sloan, *of-counsel*
Andrew C. Grant, *of-counsel*

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com



145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

5048 N. Ocean Shore Blvd.
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

May 15, 2023

Mr. Ray Tyner
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

RE: Marina Village / Amendment to MPD Agreement

Dear Mr. Tyner:

I have the pleasure of representing Lighthouse Palm Coast Holdings, LLC (“Lighthouse”) the owner of an 89 acre parcel located at Colbert Lane and Roberts Road in Palm Coast, Florida (the “Property”). Since 2007, the Property has been entitled for a mixed-use development which included a proposed marina. Over the past fifteen (15) years, the Property owners have been through various iterations of the proposed development. In 2015, the City Council approved a revision to the original plan which in parts remains in place today

During the past eight (8) months City Staff and Lighthouse have been working together to make this project a reality. Lighthouse anticipates immediately commencing construction on the marina. The marina will include a six (6) acre basin and dock slips for boats. The next phase of the marina will include a ship store and potentially a dry slip storage facility. To ensure this project remains viable and satisfies the City’s historical goal of creating a marina mixed use village, Lighthouse submits the enclosed application (the “Application”) to amend the existing Master Planned Development Agreement currently vesting the Property.

The Application amends the existing MPD Agreement and Conceptual Master Plan. The Application only amends the uses on that portion of the Property lying east of Colbert Lane effecting Tracts 2-8 (See, Tract Map, MPD Agreement). Among other things the Application (i) lowers the height of development on a portion of the Property from 95 feet to 60 feet, (ii) adds a public gathering space on the marina basin, and (iii) increases the total residential unit count to 908 units. A copy of the revised Conceptual Master Plan is attached as Exhibit #2 to the MPD Agreement.

In addition to Application, please find enclosed a check in the amount of \$2,625.00 as our application fee, a list of property owners within 300 feet, and a Title Opinion Letter. Once you have had an opportunity to review the Application, we request a meeting to discuss your questions and comments. In addition, I will provide a Comprehensive Plan Consistency Analysis under

separate cover in the near future. Given the amount of work the City and Lighthouse has already performed on this project, we respectfully request being on the July, Planning Board agenda.

As always, thank you for your cooperation. Should you need any additional information, please contact me at your immediate convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "MDC", with a long horizontal stroke extending to the right.

Michael D. Chiumento III
MDC:ks
Encls.

cc: Clients

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Jared T. Trent
Sydney L. Nix
Eric R. Sloan, *of-counsel*
Andrew C. Grant, *of-counsel*

Name
Position
email@legalteamforlife.com



145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

5048 N. Ocean Shore Blvd.
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

July 13, 2023

Bill Hoover
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

RE: Summary of Neighborhood Meeting for 2023 Amendment to Marina Village MPD

The meeting was held commencing at 6:00 PM on Wednesday, July 12, 2023, at the Hilton Garden Inn. Michael Chiumento, the applicant's attorney provided a PowerPoint Presentation summarizing the changes in the project that were requested with this MPD Amendment. He discussed the public hearing process which would be one Planning and Land Development Regulation Board meeting followed by two City Council meetings.

Doug Jeffords, the applicant's chief construction officer, followed by providing additional details on the timing and planned development of the waterfront community. He mentioned the marina wet slips would be developed first, likely followed by some multi-family uses and some other marina facilities. He showed how the development plan was to start over by the marina facilities, in the southeast corner of the project located next to Sea Ray and then work in a clockwise motion and finish at the northeast corner of the site.

Ten people from the public, three representing the applicant and two people from the City attended the meeting. The meeting started at 6:00 PM and formally ended at 7:00 PM but side conversations between neighbors and the applicant's team continued until about 7:15 PM.

Most of the neighbors attending the meeting lived or owned a residential lot in the similar Marina Del Palma community that abuts the subject site to the north. Questions from the neighbors included: how long will it take to develop the project (likely 5 – 10 years based on future market conditions, per Doug Jeffords) and primarily what will be developed and what will be developed adjacent to the Marina Del Palma community (Doug Jeffords showed a conceptual plan and pointed out what was next to Marina Del Palma).

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Enclosure

**MARINA VILLAGE
LIGHTHOUSE PALM COAST HOLDINGS, LLC**

NEIGHBORHOOD MEETING

Wednesday, July 12, 2023

6:00 p.m.

Name	Address	E-Mail Address	Phone Number
Scott Dunham	41 DEL PALMA DR PALM COAST, FL 32137	SCOTT.DUNHAM@ ^{yahoo.com} SCOTT.DUNHAM@	321-287-5792
DAG AND SUSAN HANSSSEN	76 DEL PALMA DR PALM COAST, FL 32136	MYVOLT@ICLOUD.COM	954 465 4116
Amanda Land	64 Del Palma Dr Palm Coast, FL 32137	ACGGATOR@GMAIL.COM	352-871-3611
Larry + Francine Coart	53 Del Palma Dr Palm Coast	FFSWEETIE@GMAIL.COM	386-337-2524
Wayne + Michele Rilko	79 Del Palma Dr. Palm Coast 32137	RILKOWAGNE@GMAIL.COM	352-745-2509
ROBERT + CYNTHIA FAZZONE	15 RIO VISTA DR PALM COAST FL 32137	BOB.FAZZONE@GMAIL.COM	214 876-3783
DAN FLATAU	100 Sassy Dr. Flagler Beach, FL 32136	dan.flatau@whaler.com	218 457-1951

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Jared Trent
Eric R. Sloan, *of-counsel*
Andrew C. Grant, *of-counsel*

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com



145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

5048 N. Ocean Shore Blvd.
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

NEW DATE*



June 29, 2023

To Whom It May Concern:

PLEASE BE ADVISED THAT THE MEETING SCHEDULED FOR THURSDAY, JULY 6, 2023 HAS BEEN RESCHEDULED TO WEDNESDAY, JULY 12, 2023 at 6:00 p.m. at the Hilton Garden Inn.

Lighthouse Palm Coast Holdings, LLC is the owner of the property described in **Exhibit "A"** attached hereto. Currently the owner has a rezoning application into the City of Palm Coast to amend the existing Master Planned Development (MPD) zoning classification. The Application amends the existing MPD Agreement and Conceptual Master Plan (see attached **Exhibit "B"** proposed Conceptual Master Plan). The Application only amends the uses on that portion of the Property lying east of Colbert Lane effecting Tracts 2-8. The Application also lowers the height of development on a portion of the Property from 95 feet to 60 feet and adds a public gathering space on the marina basis. Lastly, the Application amends the total residential unit count for the property on the East side of Colbert Lane to 845 units.

As required by City Code, we will be having a neighborhood meeting on **Wednesday, July 12, 2023 at 6:00 p.m. at Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, Florida 32164** to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT "A"

GRAND HAVEN MARINA PARCEL 1

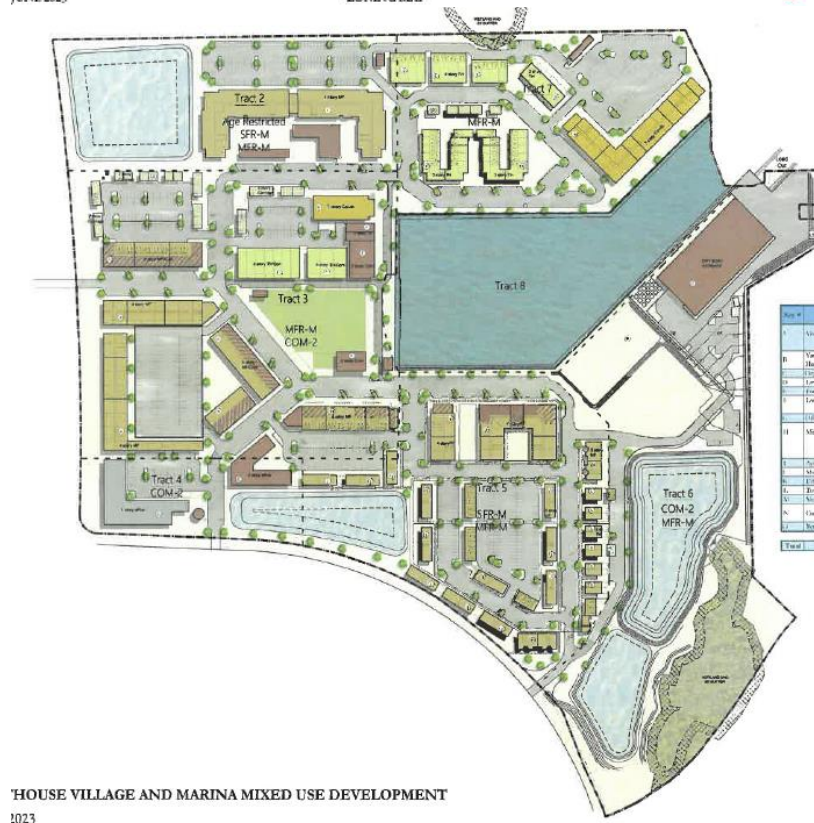
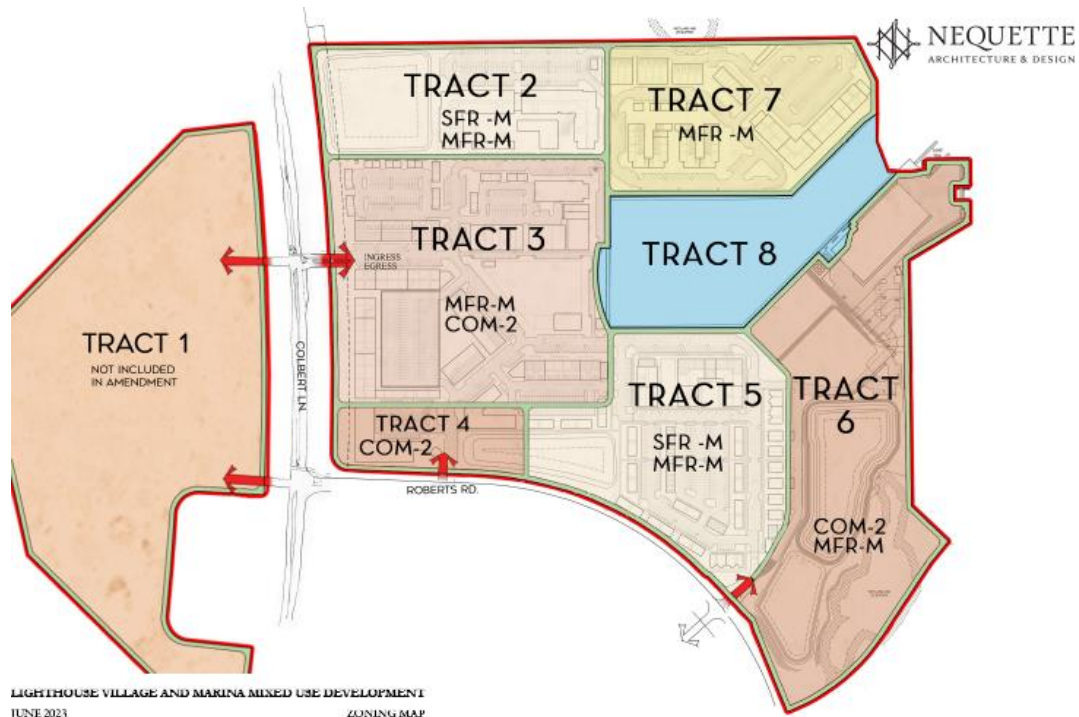
LOTS 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16 AND 17, TOGETHER WITH PART OF LOT 6 AND VACATED DOCKSIDE DRIVE, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGES 33 AND 34, AS PARTIALLY VACATED BY OFFICIAL RECORDS BOOK 1203 PAGE 170, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31, EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN MAP BOOK 33, PAGES 54-61 OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 18°24'09" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,040.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7,734.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,415.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°09'29" EAST AND A CHORD DISTANCE 1,413.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°10'59" EAST, A DISTANCE OF 1,717.09 FEET; THENCE SOUTH 25°14'03" EAST, A DISTANCE OF 156.53 FEET; THENCE SOUTH 00°16'47" EAST, A DISTANCE OF 98.64 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE LEHIGH CANAL; THENCE SOUTH 00°16'47" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 82.17 FEET; THENCE SOUTH 20°18'43" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 105.38 FEET; THENCE NORTH 89°59'40" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 77.21 FEET; THENCE NORTH 78°58'54" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 46.21 FEET; THENCE NORTH 00°32'52" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 30.02 FEET; THENCE NORTH 89°11'31" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 135.05 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 00°24'21" EAST, A DISTANCE OF 198.17 FEET; THENCE SOUTH 59°02'59" WEST, A DISTANCE 227.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1; THENCE SOUTH 00°46'14" EAST, ALONG THE EASTERLY LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 776.70 FEET; THENCE SOUTH 46°38'27" EAST, A DISTANCE OF 161.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SEA RAY INDUSTRIES ENTRANCE DRIVE, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°28'46" WEST AND A CHORD DISTANCE OF 107.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°35'53" WEST, CONTINUING ALONG SAID DRIVE, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 364.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°21'19" WEST AND A CHORD DISTANCE OF 359.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°35'40" WEST AND A CHORD DISTANCE OF 35.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD, A VARIABLE RIGHT-OF-

WAY AS NOW ESTABLISHED; THENCE NORTH 22°24'07" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.08 FEET TO THE POINT OF CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1063.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1209.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'16" WEST, AND A CHORD DISTANCE OF 1144.99 FEET; THENCE NORTH 87°44'26" WEST, A DISTANCE OF 407.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°04'18" WEST, AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF REVERSE CURVATURE SAID CURVE HAVING A RADIUS OF 7734.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1283.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°09'30" WEST, AND A CHORD DISTANCE OF 1282.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED IN BOOK 1646, PAGE 89 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"



Michael D. Chimento III
Chimento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164

Virginia Smith

City Of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

ORLANDO FL 328
30 JUN 2023 PM 5 L

For clerk
correspond.



32164-240099



MICHAEL CHIUMENTO III
CHIUMENTO LAW
145 CITY PLACE, SUITE 301
PALM COAST, FL 32164

ORLANDO FL 328
22 JUN 2023 PM 6 L

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164



32164-240099



Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Jared Trent
Eric R. Sloan, *of-counsel*
Andrew C. Grant, *of-counsel*

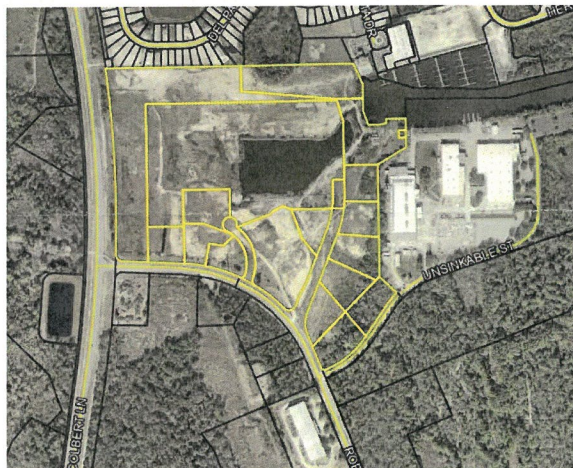
Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com



145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

5048 N. Ocean Shore Blvd.
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174



June 21, 2023

To Whom It May Concern:

Lighthouse Palm Coast Holdings, LLC is the owner of the property described in **Exhibit "A"** attached hereto. Currently the owner has a rezoning application into the City of Palm Coast to amend the existing Master Planned Development (MPD) zoning classification. The Application amends the existing MPD Agreement and Conceptual Master Plan (see attached **Exhibit "B"** proposed Conceptual Master Plan). The Application only amends the uses on that portion of the Property lying east of Colbert Lane effecting Tracts 2-8. The Application also lowers the height of development on a portion of the Property from 95 feet to 60 feet and adds a public gathering space on the marina basis. Lastly, the Application amends the total residential unit count for the property on the East side of Colbert Lane to 854 units.

As required by City Code, we will be having a neighborhood meeting on **Thursday, July 6, 2023 at 6:00 p.m. at Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, Florida 32164** to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT "A"

GRAND HAVEN MARINA PARCEL 1

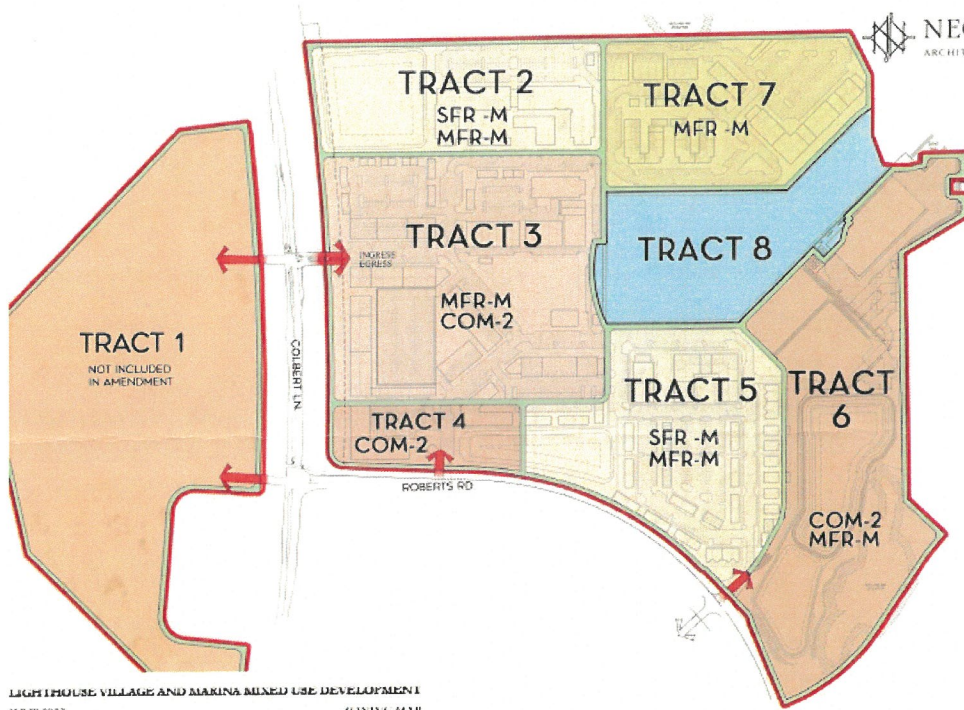
LOTS 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16 AND 17, TOGETHER WITH PART OF LOT 6 AND VACATED DOCKSIDE DRIVE, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1, AS RECORDED IN MAP BOOK 29, PAGES 33 AND 34, AS PARTIALLY VACATED BY OFFICIAL RECORDS BOOK 1203 PAGE 170, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, TOGETHER WITH A PART OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31, EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN MAP BOOK 33, PAGES 54-61 OF SAID PUBLIC RECORDS SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF COLBERT LANE (A 200.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 18°24'09" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,040.94 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 7,734.00 FEET; THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1,415.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13°09'29" EAST AND A CHORD DISTANCE 1,413.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°10'59" EAST, A DISTANCE OF 1,717.09 FEET; THENCE SOUTH 25°14'03" EAST, A DISTANCE OF 156.53 FEET; THENCE SOUTH 00°16'47" EAST, A DISTANCE OF 98.64 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE LEHIGH CANAL; THENCE SOUTH 00°16'47" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 82.17 FEET; THENCE SOUTH 20°18'43" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 105.38 FEET; THENCE NORTH 89°59'40" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 77.21 FEET; THENCE NORTH 78°58'54" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 46.21 FEET; THENCE NORTH 00°32'52" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 30.02 FEET; THENCE NORTH 89°11'31" EAST, CONTINUING ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 135.05 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE SOUTH 00°24'21" EAST, A DISTANCE OF 198.17 FEET; THENCE SOUTH 59°02'59" WEST, A DISTANCE 227.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE 1; THENCE SOUTH 00°46'14" EAST, ALONG THE EASTERLY LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 776.70 FEET; THENCE SOUTH 46°38'27" EAST, A DISTANCE OF 161.39 FEET TO A POINT ON THE NORTHERLY LINE OF THE SEA RAY INDUSTRIES ENTRANCE DRIVE, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 38°28'46" WEST AND A CHORD DISTANCE OF 107.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 33°35'53" WEST, CONTINUING ALONG SAID DRIVE, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 620.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 364.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°21'19" WEST AND A CHORD DISTANCE OF 359.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 67°35'40" WEST AND A CHORD DISTANCE OF 35.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD, A VARIABLE RIGHT-OF-

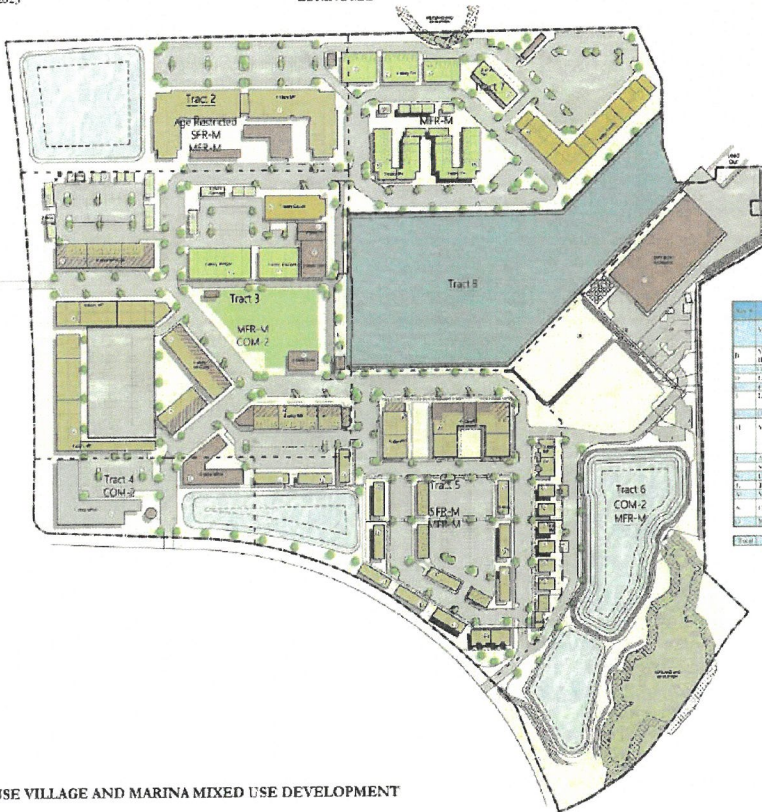
WAY AS NOW ESTABLISHED; THENCE NORTH 22°24'07" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.08 FEET TO THE POINT OF CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1063.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1209.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 55°09'16" WEST, AND A CHORD DISTANCE OF 1144.99 FEET; THENCE NORTH 87°44'26" WEST, A DISTANCE OF 407.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 77.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43°04'18" WEST, AND A CHORD DISTANCE OF 70.30 FEET TO A POINT OF REVERSE CURVATURE SAID CURVE HAVING A RADIUS OF 7734.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 1283.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°09'30" WEST, AND A CHORD DISTANCE OF 1282.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED IN BOOK 1646, PAGE 89 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"



LIGHTHOUSE VILLAGE AND MARINA MIXED USE DEVELOPMENT I
JUNE 2023 ZONING MAP



HOUSE VILLAGE AND MARINA MIXED USE DEVELOPMENT
2023

Marina Village 300' Property Notification List

ANDRESEN ANDREW
& SHARON ANDRESEN TRUSTEES
PO BOX 752
ARNOLDS PARK, IA 51331

BERROCAL ALBERT A
& PATRICIA K H&W TRUSTEES
49 DEL PALMA DR
PALM COAST, FL 32137

BOARD OF COUNTY COMMISSIONERS
OF FLAGLER COUNTY, FLORIDA
1769 E MOODY BLVD BLDG #2
BUNNELL, FL 32110

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

CLEMANS CHRISTOPHER & JENNIFER
6571 W ANTHONY ROAD
OCALA, FL 34479

COLBERT LANE DEVELOPMENT LLC
9508 WINDY RIDGE ROAD
WINDERMERE, FL 34786

~~COUNTY OF FLAGLER
%BOARD OF COUNTY COMMISSIONER
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110~~

DAHLING ALICIA M
1214 SE 11 COURT
FORT LAUDERDALE, FL 33316

DEL PALMA PROPERTIES LOT 31 LLC
3683 W GARDENIA AVE
WESTON, FL 33332

FAE COLBERT LANE LLC
ONE TOWNE SQUARE SUITE 1835
SOUTHFIELD, MI 48076

FEIN LAWRENCE A
& MELISSA TAMMY H&W
55 DEL PALMA DRIVE
PALM COAST, FL 32137

~~FLAGLER COUNTY
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110~~

FLAGLER COUNTY
1769 E MOODY BLVD BLDG 2, STE 303
BUNNELL, FL 32110

FUCHS RANDALL
124 PINE BLUFF DR
ST AUGUSTINE, FL 32092

GUILER CHRISTINA DAWN
6281 SW 5TH STREET
PLANTATION, FL 33317

HANSSSEN DAG
& SUSAN H&W
PO BOX 1498
FLAGLER BEACH, FL 32136

HELMBROCK ROY
& CHRISTY H&W
2177 HOLMBY CT
CASTLE ROCK, CO 80104

HOSEIN WARREN A
& RACHAEL R AMAR-HOSEIN H&W
2565 SANDS WAY
COOPER CITY, FL 33026

HULBERT HOMES INC
PO BOX 6254
LAKELAND, FL 33807

JACOBI BRIAN THOMAS
& SARA ANNE MARY H&W
1202 PONTE VEDRA BLVD
PONTE VEDRA, FL 32082

LAND ANTHONY JAMES
& AMANDA CLAIRE H&W
64 DEL PALMA DRIVE
PALM COAST, FL 32137

LEHIGH CANAL INC
3129 SPRINGBANK LANE
CHARLOTTEE, NC 28079

LIGHTHOUSE PALM COAST HOLDINGS
60 14TH STREET SOUTH SUITE 104
BIRMINGHAM, AL 35233

LOPEZ KEWIN
URB VILLAS DE LA PLAY 205
VEGA BAJA, PR 00693

MADALENA ANTONIO
& ROSILENA H&W
8 NEW OAK LEAF DRIVE
PALM COAST, FL 32137

~~MARINA DEL PALMA ASSOCIATION INC
1 HAMMOCK BEACH PARKWAY SUITE 1
PALM COAST, FL 32137~~

MARINA DEL PALMA MASTER ASSC,
INC
145 CITY PLACE SUITE 300
PALM COAST, FL 32164

MARTINEZ JOSE ARNALDO RIVERA
1004 SUMMERWIND LANE
JUPITER, FL 33458

MASON DANNY RAY
& CHARLENE BRUMMETT H&W
3343 S ATLANTIC AVE APT 501
DAYTONA BEACH, FL 32118

MIDLAND TRUST CO FBO ANTHONY JA
& ANTHONY JAMEN
16027 ROSE CROFT TERRACE
DELRAY BEACH, FL 33446

MILIAN CARMELO JR
& MARIA CRISTINA H&W
67 DEL PALMA DR
PALM COAST, FL 32137

MILLER BRUCE C
TRUSTEE
1058 HAMPSTEAD LANE
ORMOND BEACH, FL 32174

MPC LOTS LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

PALM COAST HOLDINGS INC
ALLETE GENERAL ACCOUNTING ATTN:
30 W SUPERIOR STREET
DULUTH, MN 55802

PATE THOMAS G
& BETTY J VERNON JTWROS LIFE EST/
65 DEL PALMA DR
PALM COAST, FL 32137

PEREZ JOEL DAVID
& LUCY H&W
7770 NW 160TH TERRACE
MIAMI LAKES, FL 33016

PEROS NAOMI MARY
& DIMITRI VICTOR PEROS W&H
94 DEL PALMA DRIVE
PALM COAST, FL 32137

POWELL JOHN LEOPOLD
& CLAUDIA PATRICIA H&W
4627 NW 96 AVE
DORAL, FL 33178

SHAMROCK-SHAMROCK INC
PO BOX 1871
FLAGLER BEACH, FL 32136

SUNBELT HOLDINGS COLBERT LANE
LLC
3129 SPRINGBANK LANE, STE 200
CHARLOTTE, NC 28226

~~SUNBELT PALM COAST MARINA, LLC
3129 SPRINGBANK LANE
CHARLOTTE, NC 28226~~

TRINH ANGELA DOROTHY BURGARSKY
& CUONG PETER TRINH W&H
317 GRANDE LAKE DRIVE
DAYTONA BEACH, FL 32124

TUMAN JEFFREY PRESTON
& KATHLEEN MARGARET H&W
3947 SE 40TH STREET
OCALA, FL 34480

WEINSTEIN FRANCES
& WILLIAM WILSON JTWROS
21692 WAPFORD WAY
BOCA RATON, FL 33486

WHILLANS DONALD A
& KARIS M H&W
3445 E ROAD
LOXAHATCHEE, FL 33470

WILLIAMS LESLIE A
348 DESTINATION DAYTONA LANE
ORMOND BEACH, FL 32174

~~CLEMANS CHRISTOPHER & JENNIFER,
6571 W ANTHONY ROAD
OCALA, FL 34479~~

~~DAHLING ALICIA M
1214 SE 11 COURT
FORT LAUDERDALE, FL 33316~~

~~FUCHS RANDALL
124 PINE BLUFF DR
ST AUGUSTINE, FL 32092~~

~~HARLAM THOMAS
3601 DAYDREAM PL
SAINT CLOUD, FL 34772~~

~~HAUSER DAVID W
& JEANNINE M H&W
2841 KISSIMMEE PARK RD
ST CLOUD, FL 34772~~

~~HOSEIN WARREN A
& RACHAEL R AMAR-HOSEIN H&W
2565 SANDS WAY
COOPER CITY, FL 33026~~

~~JACOBI BRIAN THOMAS
& SARA ANNE MARY H&W
1202 PONTE VEDRA BLVD
PONTE VEDRA, FL 32082~~

~~LEHIGH CANAL INC
3129 SPRINGBANK LANE
CHARLOTTEE, NC 28079~~

~~LIGHTHOUSE PALM COAST HOLDINGS
60 14TH STREET SOUTH SUITE 104
BIRMINGHAM, AL 35233~~

~~LORT WILLIAM G JR & JACQUELINE A H
40 GRAHAM WOODS PLACE
PALM COAST, FL 32137~~

~~MAHAN JONATHAN
& THOMAS MAHAN
7 GRAND PAR CT
BUNNELL, FL 32110~~

~~MARINA DEL PALMA ASSOCIATION INC
1 HAMMOCK BEACH PARKWAY SUITE 1
PALM COAST, FL 32137~~

~~MARINA DEL PALMA BOAT HOUSE ASSI
1 HAMMOCK BEACH PARKWAY SUITE 1
PALM COAST, FL 32137~~

~~MARINA DEL PALMA MASTER ASSC,
INC
145 CITY PLACE SUITE 300
PALM COAST, FL 32164~~

~~MARINA DEL PALMA MASTER ASSOCIA
C/O MAY MANAGEMENT
1 HAMMOCK BEACH PKWY SUITE 102
PALM COAST, FL 32137~~

~~MIAO GANG
& YING QUIN H&W
630 WINWARD CIRCLE S
BOYNTON BEACH, FL 33425~~

~~PEROS NAOMI MARY
& DIMITRI VICTOR PEROS W&H
94 DEL PALMA DRIVE
PALM COAST, FL 32137~~

~~SEA RAY BOATS INC
SEA RAY BOATS #P16 /ATTN: SUE JOSL
PO BOX 1950
KNOXVILLE, TN 37901~~

~~SUNBELT PALM COAST MARINA LLC
3129 SPRINGBANK LANE
CHARLOTTE, NC 28226~~

~~SUNBELT PALM COAST MARINA, LLC
3129 SPRINGBANK LANE
CHARLOTTE, NC 28226~~

~~THAKKAR SATVIK PANKAJ
& PRIYA SHAH H&W
3608 FARM BELL PLACE
LAKE MARY, FL 32746~~

~~TUMAN JEFFREY PRESTON
& KATHLEEN MARGARET H&W
3947 SE 40TH STREET
OCALA, FL 34480~~

~~WEINSTEIN FRANCES
& WILLIAM WILSON JTWROS
21692 WAPFORD WAY
BOCA RATON, FL 33486~~

~~WGA INVESTMENTS LLC
3129 SPRINGBANK LANE
CHARLOTTE, NC 28226~~

~~WHILLANS DONALD A
& KARIS M H&W
3445 E ROAD
LOXAHATCHEE, FL 33470~~

~~LIGHTHOUSE PALM COAST HOLDINGS
60 14TH STREET SOUTH SUITE 104
BIRMINGHAM, AL 35233~~

SEA RAY BOATS INC
100 SEA RAY DRIVE
FLAGLER BEACH, FL 32136

SEA RAY BOATS INC
C/O KAREN REPP-BRUNSWICK
26125 N RIVERWOODS BLVD SUITE 500
METTAWA, IL 60045

SEA RAY BOATS INC
SEA RAY BOATS #P16 /ATTN: SUE JOSL
PO BOX 1950
KNOXVILLE, TN 37901

GRAND RESERVE PARTNERSHIP LLP
5851 TIMUQUANA ROAD STE 301
JACKSONVILLE, FL 32210

~~LIGHTHOUSE PALM COAST HOLDINGS
60 14TH STREET SOUTH SUITE 104
BIRMINGHAM, AL 35233~~

~~SEA RAY BOATS INC
100 SEA RAY DRIVE
FLAGLER BEACH, FL 32136~~

~~SEA RAY BOATS INC
C/O KAREN REPP-BRUNSWICK
26125 N RIVERWOODS BLVD SUITE 500
METTAWA, IL 60045~~

SMITH JAMES A & JULIA M H&W
557 N BEACH STREET
ORMOND BEACH, FL 32174

~~SUNBELT HOLDINGS COLBERT LANE
LLC
3129 SPRINGBANK LANE, STE 200
CHARLOTTE, NC 28226~~

5



NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 6 day of July, 2023 personally appeared Jared Trent who after providing Personally Known as identification and who did, did not take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

Two (2) signs have been posted on the subject property subject to a rezoning as described with Application # 5448

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

OR

At least seven (7) days before the hearing date advertising the date, time, and location of the City Council hearing.

[Signature]
Signature of Responsible Party

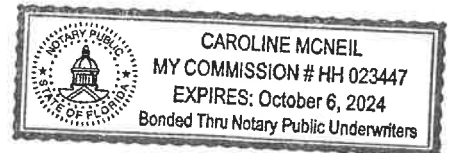
Jared Trent
Printed Name

145 City Pl. Ste 301, Palm Coast
Mailing Address

FL 32164
[Signature]

Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)



SEAL

This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

IN REPLYING
NOTICE OF PUBLIC HEARING
[Illegible text follows, including dates and locations]

City of Palm Coast
NOTICE OF PUBLIC HEARING

Application Number: 5104

The City of Palm Coast Planning Board will consider the application for a rezoning
S-20 to S-20-19

The City of Palm Coast City Council will consider the application for a rezoning of
_____ from _____ to _____

_____ from _____ to _____
_____ from _____ to _____

Description of Request

City of Palm Coast, Florida Agenda Item

Agenda Date: July 19, 2023

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Account #
Subject: BELLE TERRE ESTATES MPD - APPLICATION # 5302		
Presenter: Bill Hoover, AICP, Senior Planner		
<p>Background: The 40 +/- acre subject site is located at the SE corner of Belle Terre Boulevard and Citation Boulevard. The site is currently zoned General Commercial (COM-2) and was platted as a commercial subdivision in January 2006, which was comprised of four large irregular-shaped lots. The land has set vacant since that time.</p> <p>Belle Terre Holdings, LLC purchased the property on December 1, 2021. Mark Goldschmidt, Manager of Belle Terre Holdings, LLC has requested a rezoning from COM-2 to Belle Terre Estates Master Planned Development (MPD) for a 275-unit platted townhome community with a future 1.75 +/- acre commercial project located at the SE corner of Belle Terre Boulevard and Citation Boulevard and a public dog park located just east of the commercial area.</p> <p>The applicant is proposing to rezone the subject property for a mixed-use project with the intention of initially developing the 275 platted townhomes and later developing the 1.75 +/- acre commercial parcel that would retain COM-2 uses, as more demand for commercial uses occurs with additional rooftops being developed within the project and to the east along Citation Boulevard. Citation Boulevard is currently under construction for an extension all the way to Seminole Woods Boulevard which will provide future residents and neighboring residents a quicker route on going to or returning from I-95. The expansion of Citation Boulevard is expected to be completed in the second half of 2024.</p> <p>The townhome community will have approximately 1497 s.f. interior townhomes with one-car garages and typically have 1497 s.f. to 1663 s.f. exterior townhomes (end units) with one or two-car garages on 275 platted lots. After several design revisions the project will meet Section 5.03.04.A.3. of the LDC that requires one-car garages for townhomes less than 1,500 s.f. and two-car garages for townhomes 1,500 s.f. or larger. Interior lots are a minimum of 19 feet wide by 90 feet deep while exterior lots are at least 22 feet wide by 90 feet deep.</p> <p>The applicant is donating about 1.19 +/- acres of land for the City dog park as part of the required public benefit of rezoning to a MPD. Once half of the townhomes have received a Certificate of Occupancy the applicant has agreed to construct the public dog park. As proposed, the MPD would allow the applicant to receive park impact fee credits for the actual design and construction costs of the public dog park. The townhome community will also have a private amenity center including clubhouse and pool that will be located in the northeast corner of the MPD.</p> <p><u>Public Participation:</u> The applicant scheduled a neighborhood meeting at 5:30 PM at the Hilton Garden Inn on July 10, 2023. All neighboring residents within 300 feet of the project's</p>		

boundaries were invited by USPS First Class mail to this meeting. The applicant sent three representatives and the City staff sent one representative to the neighborhood meeting but none of the invited neighbors attended. Signs along both Citation Boulevard and Belle Terre Boulevard will be erected 14 days prior to each public hearing. Additionally, new ads will be run at least 10 days prior to each public hearing.

Recommended Action:

Planning staff recommends that the Planning and Land Development Regulation Board find the project in compliance with the Comprehensive Plan and recommend that City Council approve Belle Terre Estates MPD - AR # 5302.



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR BELLE TERRE ESTATES MPD
PLANNING AND LAND DEVELOPMENT REGULATION BOARD (PLDRB)
PUBLIC HEARING ON JULY 19, 2023**

OVERVIEW

Applicant: Belle Terre Holdings, LLC

Property Description: 40 +/- acres located at the southeast corner of Belle Terre Boulevard and Citation Boulevard

Property Owner: Belle Terre Holdings, LLC, a Delaware limited liability company, 36 Charming Way, Lakewood, NJ 08701

Current FLUM Designation: Mixed Use

Current Zoning Designation: General Commercial (COM-2)

Current Use: Vacant forested land

Size of Subject Property: 40 +/- acres

Requested Action: Rezone the property to Belle Terre Estates Master Planned Development (MPD) for a 275-unit platted townhome community with a future 1.75 +/- acre general commercial project located at the SE corner of Belle Terre Boulevard and Citation Boulevard and a public dog park located just east of the commercial area.

Recommendation: Approval

ANALYSIS

REQUESTED ACTION

Mark Goldschmidt, Manager of Belle Terre Holdings, LLC has requested a rezoning from General Commercial (COM-2) to Belle Terre Estates Master Planned Development (MPD) for a 275-unit platted townhome community with a future 1.75 +/- acre general commercial project located at the SE corner of Belle Terre Boulevard and Citation Boulevard and a public dog park located just east of the commercial area.

BACKGROUND/SITE HISTORY

Belle Terre Holdings, LLC purchased the property on December 1, 2021. This COM-2 zoned land was platted as a commercial subdivision in January 2006 and was comprised of four large irregular-shaped lots. The land has set vacant since that time.

PROJECT DESCRIPTION

The applicant is proposing to rezone the subject property for a mixed-use project with the intention of initially developing the 275 platted townhomes first and developing the 1.75 +/- acre commercial parcel that would retain COM-2 uses later, as more demand for commercial uses occurs with additional rooftops being developed within the project and to the east along Citation Boulevard. Citation Boulevard is currently under construction for an extension all the way to Seminole Woods Boulevard which will provide the residents and neighboring residents a quicker route on going to or returning from I-95. The expansion of Citation Boulevard is expected to be completed in the second half of 2024.

The townhome community will have approximately 1497 s.f. interior townhomes with one-car garages and typically have 1497 s.f. to 1663 s.f. exterior townhomes (end units) with one or two-car garages on 275 platted lots. After several design revisions the project will meet Section 5.03.04.A.3. of the LDC that requires one-car garages for townhomes less than 1,500 s.f. and two-car garages for townhomes 1,500 s.f. or larger. Interior lots are a minimum of 19 feet wide by 90 feet deep while exterior lots are at least 22 feet wide by 90 feet deep.

Once half of the townhomes have received a Certificate of Occupancy the applicant has agreed to construct the public dog park. The applicant is donating about 1.19 +/- acres of land for the City dog park as part of the required public benefit of rezoning to a MPD. As proposed, the MPD would allow the applicant to receive park impact fee credits for the actual design and construction costs of the public dog park. The townhome community will also have a private amenity center including clubhouse and pool that will be located in the northeast corner of the MPD.

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

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

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

Staff Finding: The proposed MPD is not in conflict with, or contrary to, the public interest as the MPD Master Plan shows the proposed uses to be in harmony within the project and with neighboring lands. To the north is Citation Boulevard, to the east is a City Water Plant on 18.1 +/- acres, to the south are primarily wetlands and to the west is Belle Terre Boulevard.

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

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

Chapter 1 Future Land Use Element:

-Objective 1.1.4 – Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.

After subtracting lands for the commercial tract and public dog park, the 275 platted townhomes will have a medium density of about 7.42 units/per acre on the remaining land. The extension of Citation Boulevard makes development of this site as ideal for a mixed-use

project with a medium density residential community and some commercial uses located directly at the SE corner of Belle Terre Boulevard and Citation Boulevard.

-Policy 1.1.4.1 – The Mixed Use land use designation intended to provide opportunities for residents to work, shop, engage in recreational activities, and attend school and religious services in reasonably close proximity to residential dwelling.

Just within this project residents will have the opportunity to shop, engage in recreational opportunities and also have a few job opportunities at the future commercial center.

-Policy 1.1.4.2 – The Master Planned Development (MPD) zoning district shall allow residential housing types to be mixed with retail, service, office, commercial, and other land uses. Potential areas for MPD's are strategically located throughout the City to promote infill development and to maximize vehicular and pedestrian accessibility.

As mentioned above this MPD will have retail, service, office and/or commercial uses at the commercial tract located directly at the corner of Belle Terre Boulevard and Citation Boulevard. This will allow residents to visit this commercial area frequently as a multi-purpose trip when leaving or returning home or even visit these commercial services via bicycle or walking on the many sidewalks to be provided throughout the community.

-Policy 1.1.4.5 – Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.

The proposed MPD is consistent with the above policy as the 275 townhomes and commercial tract will be located at the intersection of two key travel routes in south Palm Coast once the extension of Citation Boulevard is complete. This will be compact development located along two roadways with sufficient capacity and where other services for residents are already provided adjacent to or nearby the site.

-Policy 1.3.1.3 – The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

The proposed MPD does not expand into areas which are currently not served by infrastructure. The applicant will provide an analysis during the Preliminary Plat process to ensure that facilities to serve the proposed development are adequate.

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

Staff Finding: All proposed development within the Palm Coast Park MPD will be required to pay impact fees which will ensure the City does not have a financial liability for this mixed-use project.

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

Staff Finding: The proposed MPD will not create issues that will threaten the City's inhabitants as the proposed land uses are buffered from neighboring properties by Belle Terre Boulevard to

the west, Citation Boulevard to the north, a large City water plant parcel to the east and wetlands to the south.

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

Staff Finding: Development of Belle Terre Estates MPD must also comply with the development standards of the City's Land Development Code, the Comprehensive Plan and the requirements of all other applicable agencies throughout the development process.

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

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

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

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

B. Consistency with the general intent of the LDC.

Staff Finding: The standards established in the Belle Terre MPD are consistent with the general intent of the LDC.

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

Staff Finding: The standards established in the Belle Terre Estates MPD are consistent with the general intent of the LDC. The proposed MPD Development Agreement has only minor and moderate departures from the LDC. However, it also provides a key public benefit by providing a land donation for a public dog park whose conceptual layout has been reviewed and conceptually approved by the City's Park Team.

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

Staff Finding: As stated in the previous criteria, the proposed MPD is very compatible with neighboring properties.

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

Staff Finding: As this project submits for a Preliminary Plat, a concurrency analysis will be required to determine the adequacy of available infrastructure to serve the project.

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

Staff Finding: During the Preliminary Plat review, staff will ensure that each phase within the development including the commercial and public dog park tract can function on its own.

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

Staff Finding: Both Belle Terre Boulevard and Citation Boulevard have sufficient capacity to handle the project's traffic. The proposed rezoning from COM-2 to a mixed-use MPD with primarily residential uses will substantially reduce traffic generated by the project.

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

Staff Finding: As noted previously, the property owner will provide a key public benefit by donating about 1.19 +/- acre of land for a public dog park. The property owner has also agreed to construct the dog park in return for credit on park impact fees not to exceed the design and construction costs of the dog park. This will likely get the park constructed at a lower cost for our citizens by having the applicant's project engineer design the site at a reduced cost since that engineering firm already has drawings of the overall site area and the construction can likely occur without any mobilization costs since it could be accomplished when the developer constructs their own amenity center or works on a later phase of the project. (The City will require that all costs be kept separate for design and construction of the public dog park from other work within Belle Terre Estates MPD.)

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

Staff Finding: It is in compliance with the Mixed Use designation of the Future Land Use Element.

J. Impact upon the environment or natural resources.

Staff Finding: The project meets the LDC in compliance to protecting natural resources.

K. Impact on the economy of any affected area.

Staff Finding: The proposed project will provide jobs during construction of the project and provide housing for residents. Additionally, the commercial area will provide some jobs for Palm Coast residents and provide commercial services in the void between along Belle Terre Boulevard between SR 100 and US 1.

PUBLIC PARTICIPATION

The applicant held a neighborhood meeting at 5:30 PM at the Hilton Garden Inn on July 10, 2023. All neighboring residents within 300 feet of the project's boundaries were invited by USPS First Class mail to this meeting. The applicant sent three representatives and the City staff sent one representative to the neighborhood meeting but none of the invited neighbors attended. Signs along both Citation Boulevard and Belle Terre Boulevard will be erected 14 days prior to each public hearing. Additionally, new ads will be run at least 10 days prior to each public hearing.

RECOMMENDATION

Planning Staff recommends that the Planning and Land Development Regulation Board find the project in compliance with the Comprehensive Plan and recommend that City Council approve Belle Terre Estates MPD - AR # 5302.

ORDINANCE NO. 2023-____
REZONING APPLICATION NO. [5302]
[BELLE TERRE ESTATES MPD]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE FOR 40.0 +/- ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS FOUR TAX PARCEL IDENTIFICATION NUMBERS LOCATED AT THE SOUTHEAST CORNER OF BELLE TERRE BOULEVARD AND CITATION BOULEVARD, AND BEING MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A, FROM GENERAL COMMERCIAL (COM-2) TO MASTER PLANNED DEVELOPMENT (MPD) ZONING DISTRICT; APPROVING THE BELLE TERRE ESTATES MASTER PLANNED DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Applicant is the owner of four Parcel Numbers (19-12-31-1095-00000-0010, 19-12-31-1095-00000-0020, 19-12-31-1095-00000-0030, 19-12-31-1095-00000-0040, which combined creates real property consisting of approximately 40.0 +/- acres (“Property”) located at the southeast corner of Belle Terre Boulevard and Citation Boulevard in the City of Palm Coast, Flagler County, Florida, more particularly described in Exhibit “A”; and

WHEREAS, the Applicant desires to develop the Property with predominantly residential uses and with about 1.5 +/- acre of commercial uses (“Project”) to meet the residential and neighborhood shopping demands of Palm Coast as it continues to grow; and

WHEREAS, as a result, the Applicant requests approval for a Master Planned Development (MPD) on the Property per the conditions set forth in the Development Agreement, attached hereto and incorporated herein as Exhibit “B” (“Development Agreement” or “DA”); and

WHEREAS, the Applicant voluntarily agrees with the conditions, terms, and restrictions hereinafter recited and as included in the Development Agreement, and has agreed voluntarily to their imposition as an incident to development of the Property; and

WHEREAS, the City of Palm Coast City Council (“City Council”) finds that this Development Agreement (DA) has been properly conditioned with terms and restrictions to be consistent with the City’s Comprehensive Plan (2035) (the “Comp Plan”) and Unified Land Development Code (the “LDC”) and that the conditions, terms, restrictions, and requirements set forth herein are necessary to ensure compliance with the

Comprehensive Plan and LDC and the protection of the public health, safety, and welfare of the citizens of the City; and

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

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the Planning & Land Development Regulation Board and City Council. Furthermore, any representations or promises made by the Applicant during the zoning review and approval process for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

WHEREAS, the Development Agreement is non-statutory and not subject to or enacted pursuant to the provisions of Sections 163.3220 -163.3243, Florida Statutes; and

WHEREAS, the Applicant intends to classify and develop the Property as a Master Planned Development (MPD) as set forth in the Development Agreement; and

WHEREAS, the Applicant’s application for a Master Plan Development is approved subject to the Development Agreement’s terms and conditions; and

WHEREAS, the Planning and Land Development Regulation Board and City Staff of the City of Palm Coast have recommended approval of this Ordinance and the Planning and Land Development Regulation Board has found this requested change and recommended conditions of approval consistent with the City of Palm Coast Comprehensive Plan; and

WHEREAS, the City Council of the City of Palm Coast held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and the recommendation of the Planning and Land Development Regulation Board which voted [# - #] to approve at the regularly scheduled meeting conducted on July 19, 2023, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder, and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

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

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 Belle Terre Estates Master Planned Development Agreement (“Development Agreement”) and its exhibits attached hereto as Exhibit “B”, 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. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 4. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this _____ day of _____, 2023.

Adopted on the second reading after due public notice and hearing this _____ day of _____ 2023.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

KALEY COOK, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

NEYSA BORKERT
CITY ATTORNEY

Attachments:

Exhibit “A” – Legal Description of property subject to Official Zoning Map amendment
Exhibit “B” – MPD Development Agreement

G:\Docs\Cities\Palm Coast\Ordinances\STANDARD FORMS REVIEW\FINAL FORMS\MPD Rezoning Ordinance_Template CDR 2-8-2022
.doc

EXHIBIT "A"
LEGAL DESCRIPTION

Being a parcel of land lying in Government Sections 19 and 30, Township 12 South, Range 31 East, being part of "Parcel 409" as described in Official Records Book 553, Page 1745, Flagler County, Florida, being more particularly described as follows:

As a point of reference being the intersection of the Northerly line of said Government Section 19 with the Southeasterly right-of way line of Belle Terre Boulevard (An 80 ft. R/W), run along a curve to the left having a radius of 1500 feet, a chord bearing North 71 degrees 10 minutes 38 seconds East with a chord distance of 21.01 feet, through a central angle of 00 degrees 48 minutes 09 seconds for an arc length of 21.01 feet to the Point of Beginning of this description; thence from the Point of Beginning continue along a curve to the left having a radius of 1500 feet, a chord bearing North 44 degrees 15 minutes 27 seconds East with a chord distance of 1339.45 feet, through a central angle of 53 degrees 02 minutes 12 seconds for an arc length of 1388.50 feet to the intersection of said Southeasterly right-of-way line of Belle Terre with the Southerly right-of-way line of Citation Boulevard (An 80 ft. R/W), thence along said Southerly line of Citation Boulevard, South 73 degrees 47 minutes 20 seconds East, a distance of 323.21 feet, thence along a curve to the left having a radius of 2860.01 feet, a chord bearing South 79 degrees 56 minutes 15 seconds East with a chord distance of 612.66 feet, through a central angle of 12 degrees 17 minutes 50 seconds for an arc length of 613.83 feet, thence departing said Southerly right-of-way line, South 05 degrees 08 minutes 20 seconds East, a distance of 900.00 feet, thence North 84 degrees 51 minutes 40 seconds East, a distance of 420.81 feet, thence South 05 degrees 08 minutes 20 seconds East, a distance of 590.55 feet, thence North 70 degrees 29 minutes 37 seconds West, a distance of 1658.39 feet, thence North 80 degrees 07 minutes 14 seconds West, a distance of 845.44 feet to the Point of Beginning.

The above described property being formerly known as Lots 1, 2, 3 and 4, Citation Commerce Park, according to the map or plat thereof recorded in Plat Book 35, Pages 61 and 62, Public Records of Flagler County, Florida; vacated pursuant to Resolution 2020-172 Vacation of Plat known as Citation Commerce Park Application # 4237, recorded in Official Records Book 2547, Page 36, as re-recorded, together with referenced Exhibit "A" attached thereto, in Official Records Book 2621, Page 1866, Public Records of Flagler County, Florida.

**EXHIBIT “B”
REVISED OFFICIAL ZONING MAP
ORDINANCE No. 2023-_____**

EXHIBIT “C”
MASTER PLANNED DEVELOPMENT AGREEMENT
ORDINANCE No. 2023-_____

1 **BELLE TERRE ESTATES**
2 **MASTER PLAN DEVELOPMENT AGREEMENT**

3 **THIS MASTER PLAN DEVELOPMENT AGREEMENT**, (herein referred to as the
4 “Development Agreement”) is made and executed this ____day of ____, 2023, by
5 and between the **CITY OF PALM COAST**, a Florida municipal corporation (herein
6 referred to as the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida,
7 32164, and the owner of the subject property, Belle Terre Holdings, LLC (herein referred
8 to from time-to-time as the “Owner” regardless of whether singular or plural ownership
9 status) whose address is 36 Charming Way, Lakewood, NJ 08701.

10
11 ***WITNESSETH:***

12
13 **WHEREAS**, Belle Terre Holdings, LLC, is the principal owner and developer of a 40
14 (+/-) acre site, as more particularly described on **Exhibit “A” (“Property” or “Subject**
15 **Property”)**; and

16
17 **WHEREAS**, the Owner desires to develop the Property for a mixed use development
18 (the “Project”);

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

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

24 **WHEREAS**, the City of Palm Coast Planning and Land Development Regulation
25 Board (PLDRB) and City of Palm Coast City Council finds that this Development

1 Agreement is consistent with the City's Comprehensive Plan and Land Development
2 Code ("LDC") and that the conditions, terms, restrictions, and requirements set forth
3 herein are necessary for the protection of the public health, safety, and welfare of the
4 citizens of the City; and

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

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

12 **NOW, THEREFORE**, it is hereby resolved and agreed by and between the City and
13 the Owner that the Master Plan Development ("MPD") is approved subject to the following
14 terms and conditions:

15 **SECTION 1. RECITALS.**

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

19 **SECTION 2. REPRESENTATIONS OF OWNER.**

20 (a). The Owner hereby represents and warrants to the City that it is the principal
21 Owner of the Subject Property in accordance with the title opinion or title certification
22 provided by the Owner to the City issued by an attorney or title insurance company
23 licensed to provide services in the State of Florida with said title opinion or certification
24
25

1 showing all liens, mortgages, and other encumbrances not satisfied or released of record
2 relative to the Subject Property.

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

11 **SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT**

12 (a). The City Council at its business meeting of _____ 2023,
13 adopted Ordinance No. 2023-____ rezoning the Subject Property to Master Planned
14 Development, subject to the terms and conditions of this MPD Agreement.

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

18 (c). The current provisions of the LDC, as may be amended from time-to-time,
19 shall be applicable to the Subject Property unless otherwise specifically stated herein.
20 Any City Code provision not specifically so identified will not be affected by the terms of
21 this MPD Agreement and will be subject to enforcement and change under the same
22 criteria as if no MPD Agreement were in effect.
23

24 **SECTION 4. PROJECT DESCRIPTION**

1 Belle Terre Estates is a 40-acre mixed use development located on the
2 southeastern corner of Belle Terre Boulevard and Citation Boulevard consisting of a
3 compact, low-profile townhome development, a commercial outparcel on the intersecting
4 street frontages, and a public dog park to be dedicated to the City of Palm Coast. This
5 MPD is motivated by a desire to build a customized and efficient townhome development
6 which allows for a minimum 19-foot-wide townhomes with the options of a single and
7 double car garage and first floor bedroom thereby meeting the needs of a diverse
8 customer base. Lots will focus less on yard space to maintain and more on practicality of
9 accommodating one or two-story housing plans that prioritize natural light over large car
10 garages and multiple stories typical of townhome designs. While not planned to be an
11 age-restricted community, this townhome development serves to the needs of the aging
12 population by offering more livable space on the first story including an optional first floor
13 bedroom and less yard to maintain. In addition, the residential development will be a gated
14 community and grounds and amenities will be maintained by a property association.
15 Through these customized lot standards, additional space can be carved out as part of
16 the MPD to provide for an approximately 1.19-acre public park to meet the growing needs
17 of the Palm Coast community to have safe, outdoor spaces to bring their dogs. This is in
18 addition to the private approximately 1.53-acre private recreation area planned for the
19 residential development. The public dog park will be a benefit to the general public as well
20 as the residents of Belle Terre Estates. Additionally, an area of approximately 1.75-acres
21 is designated as a commercial outparcel and will accommodate the same commercial
22 uses that are allowed in the previously designated COM-2 zoning district. Access to the
23 commercial and public park is planned along Citation Boulevard and another access point
24
25

1 is planned further east as the main entrance to the townhome development from Citation
2 Boulevard. A secondary access point is planned along Belle Terre Boulevard for both the
3 townhome development and an interconnection point to the commercial parcel as
4 generally shown on the Master Site Plan.

5 (a). Residential – The Property designated for Residential on **Exhibit “B” (the**
6 **“MPD Master Plan”)** shall consist of fee simple, platted townhome lots. The MPD Master
7 Plan features up to 275 lots for a density of approximately 7 dwelling units per acre for
8 the development. Comparatively, a straight rezoning to MFR-1, which is a conservative-
9 density option for multi-family development, would permit 8 dwelling units per acre. This
10 density is far below the theoretical maximum allowable by the underlying Mixed Use land
11 use designation which can account for up to 15 dwelling units per acre according to the
12 City of Palm Coast Comprehensive Plan.

13
14 Platted lots will be a minimum of 19-feet in width and 90- feet in depth. Townhome
15 buildings are anticipated to be either 50- or 60-feet long. The lot configuration is shown
16 on **Exhibit “B” MPD Master Plan**. While interior lots will have one-car garages, end units
17 will either have one-car or two-car garages depending on the total square footage of living
18 space. This variety creates a mix of building and floor plan types to appeal to a diverse
19 target market. A front setback of 25 feet is regulated to allow ample space for parking
20 without encroaching into the rights-of-way. Minimum rear setbacks are 15 feet. Minimum
21 end lot side setbacks are 10 feet which will allow for 20 feet of separation between main
22 structures and minimum side street setbacks are 20 feet to allow some distance between
23 structures and adjacent rights-of-way. Interior lots will have 0 feet setbacks as they will
24 be attached via a common wall. Buildings will accommodate one-story and two-story
25

1 residences with a maximum building height of 50 feet. Supplemental performance
2 standards for these units shall be as set forth in Section 7. The residential common area
3 improvements will be maintained and managed under one or more property owners'
4 associations. If more than one property owners' association is created on the Property,
5 a Master Association will be created. The development plan for Belle Terre Estates is
6 generally outlined below and depicted on the MPD Master Plan which is attached as
7 **Exhibit "B" MPD Master Plan**. The MPD Master Plan contains a level of detail
8 satisfactory to permit the Subject Property to proceed directly to Preliminary
9 Plat/Construction Drawings without doing a Subdivision Master Plan. Technical Site Plans
10 may be submitted simultaneously with preliminary plat(s) subject to review and approval
11 as provided for in the LDC.

12 (b). Commercial - The Property designated as Commercial on **Exhibit "B" MPD**
13 **Master Plan** shall conform to COM-2 zoning standards with respect to design, placement,
14 and bulk standards and the uses permitted (P) or uses only approved by special exception
15 (S) as provided for in the LDC under the COM-2 designation. However, the following
16 uses shall be considered permitted uses: microbreweries, drinking establishments with
17 outdoor entertainment, and auto parts stores without service bays due to its location and
18 the screening and landscaping required around the COM-2 parcel. Special Exceptions
19 shall be approved in accordance with Chapter 2 of the LDC. A request for a Special
20 Exception shall not be deemed an amendment to this Development Agreement or change
21 in zoning. Uses noted with (L) in the LDC for COM-2 are noted to have additional
22 limitations from the LDC specific to that use. The commercial area may be subject to its
23 own property owner's association and may not necessarily be subject to a proposed
24
25

1 Master Association. One secondary shared access point located off Belle Terre
2 Boulevard is provided to the residential development, but has an interconnection point to
3 provide secondary access to the commercial parcel as well. The commercial driveway
4 extension will be built when the commercial development is constructed.

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

8 (d). Parks and Other Common Areas - Common areas are located throughout
9 the MPD and shall include open space, landscape areas, ponds, recreation (active and
10 passive) including a minimum 1.19 acre public dog park and a minimum 1.53 acre private
11 amenity area which may include a pool and cabana or similar amenity infrastructure. The
12 public dog park will be approximately 1.19-acres in size and will be located as generally
13 depicted on the MPD Master Plan. An access point along Citation Boulevard will provide
14 for shared access between the commercial parcel and the public park. Open space within
15 the MPD as defined by the LDC shall meet or surpass 30% or 12 acres, whichever is
16 greater, including landscaped areas, preserved wetland areas, buffers, retained upland
17 planted areas and ponds. Open space as depicted on the MPD Master Plan may undergo
18 minor changes during permitting but will maintain a minimum of 12 acres measured over
19 the entire Project.
20

21 **SECTION 5. DEVELOPMENT PLAN**

22 (a). The MPD Master Plan depicts the general layout of the entire development.
23 The exact location of structures, lot lines, roadways, internal landscape buffers, wetlands,
24 drainage facilities and other improvements shown on the MPD Master Plan may be
25

1 modified during review of the Preliminary Plat/construction drawings and site
2 development plans.

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

13 (c). The planned first phase of development will be the residential and private
14 park. Construction of the public dog park will be completed by the Owner by the time 50%
15 (i.e. estimated at 138 units) of the residential units planned for the Project have received
16 a Certificate of Occupancy (CO). Construction of the private amenity center for the
17 residents will commence construction by the time 50% (i.e. estimated at 138 units) of the
18 residential units planned for the Project have received a Certificate of Occupancy (CO).
19 The LUA may provide extensions for these two deadlines due to unforeseen
20 circumstances out of the Owner's control. The Owner will receive park impact fees for
21 only the design and construction of the public dog park and will deed the public dog park
22 to the City of Palm Coast within 30 days of completion of the dog park. The Owner will
23 provide marketable title to the dog park property and will provide a survey of the property
24
25

1 and the environmental report. Park impact fees will not be credited for donation of the
2 park as that is considered consideration for the public benefit for the Owner rezoning to
3 a MPD, as described in Section 3.03.04.A.1. of the LDC. A preliminary sketch of the dog
4 park is attached as **Exhibit “C” Conceptual Dog Park Sketch**. The commercial parcel
5 is anticipated to be developed at a later date as the market may dictate. All infrastructure
6 necessary to the commercial parcel shall be constructed along with the construction of
7 the commercial parcel as a condition of site development plan or preliminary plat
8 approval.

9 **SECTION 6. LAND DEVELOPMENT CODE APPLICABILITY**

10 (a). The LDC applies to the Property and development within it, unless
11 expressly otherwise provided in this MPD. As previously noted, this MPD will allow
12 residents to choose between interior units with a one-car garage or end units with either
13 a one-car or two-car garage and optional first floor bedroom for the townhome
14 development, and all units will meet the City’s requirements in Section 5.03.04.A.3 of the
15 LDC that require townhomes of 1,500 square feet or larger in living area to have a two-
16 car garage. The compact and very walkable design of the project will have lot sizes that
17 will be less than what prescriptive straight zoning districts provide for townhome lots.
18 Specifically, townhome lots for Belle Terre Estates will have a minimum 15-foot rear
19 setback, minimum 19-foot lot width and a minimum lot size of 1,710 square feet given a
20 90-foot lot depth minimum. Additionally, a minimum landscaped area equal to 20% of the
21 lot area shall be provided in front of interior building facades and a minimum overall
22 landscaped area average of 25% of lot areas in front of all townhome building facades.
23
24
25

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

3 (1) Wetlands and Wetland Buffer. After the issuance of an
4 Environmental Resource Permit by the St. Johns River Water Management District
5 (SJRWMD), a conservation easement in favor of the SJRWMD shall be recorded.
6 Conservation Easements including the upland buffer shall not be included within
7 development lots. An upland buffer with an average 25 feet in width will be provided
8 adjacent to preserved wetlands on-site with a minimum buffer width of 15 feet. Where
9 wetlands are impacted by the development plan, buffering and mitigation, consistent with
10 the SJRWMD permit, shall be provided. Activities within the upland buffer shall be limited
11 to removal of invasive vegetation, installation of essential utilities and permitted trail
12 crossings. Wetlands and wetland buffers shall be regulated by the LDC.

13 (2) Stormwater. The Property is being developed with privately
14 maintained roads, driveways, and a privately maintained drainage system. Stormwater
15 runoff from the Project will be conveyed to on-site stormwater retention systems by means
16 of grassed swales, curb gutters, and an underground retention and drainage pipe system.
17 The stormwater retention systems onsite may be interconnected with such systems on
18 adjacent sites, subject to approval of the St. Johns River Water Management District and
19 the City. The City and Owner/Developer will coordinate at time of Preliminary Plat and
20 Technical Site Plan reviews to ensure that offsite drainage will not be affected by the
21 onsite improvements.
22

23 (3) Roadways/Rights-of-Way. All roadways, turn lanes and signalization
24 that are internal to the Project will be constructed in accordance with applicable City
25

standards and the LDC. Roads throughout the townhome subdivision shall have a legal width of 50 feet and include a 24-foot-wide paved surface for the travel lanes as well as 5-foot-wide sidewalks to maintain pedestrian access throughout the development. Commercial driveways and parking will meet the standards of the LDC. Upon development of the lands shown on the MPD Master Plan, emergency vehicle access shall be permitted through the Property at all times.

(4) Landscape. Efforts to preserve and enhance the Project design will be achieved through adjustments of building, parking, roadway and stormwater location (as outlined below) and through supplemental landscaping that will blend with the natural vegetation yet carefully accentuate the residential areas, commercial areas, entrances, and other common spaces. Specific buffering requirements include a 25-foot wide “G” type buffer along the property fronting Belle Terre Boulevard, a 10-footwide “A” type buffer along the property fronting Citation Boulevard, and a 10-footwide “C” type buffer along the east side of the Property. The landscaped area shown on the MPD Master Plan is of sufficient width to accommodate buffers between the townhomes on the south, and the commercial area and public dog park on the north, and required screenings and plantings will be determined during the Preliminary Plat review. Some overlap and averaging of buffers with stormwater facilities and easements may be employed as provided for in the LDC and generally depicted on the Master Site Plan. All reasonable efforts shall be made to preserve existing native trees and vegetation on the site.

Parking lots, roadways, entrances, residential buildings, and other common areas will be landscaped with ornamental and native plant materials and in accordance with the LDC. These areas will be landscaped to include pockets of preserved trees, and will

1 allow for enhanced street frontage landscaping, garden courtyards, foundation and other
2 types of landscaping to reflect outdoor spaces and to blend with the natural vegetation.
3 All ornamental landscape beds and lawn areas will have supplemental irrigation. Florida
4 Water Star landscaping standards are encouraged where feasible.

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

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

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

17 (6) Entry Features. Entry Features and signs are to be regulated per the
18 LDC. Entry features and signs may be constructed at the entrance/exit to the Project in
19 approximate locations as shown on the MPD Master Plan. The Owner reserves the right
20 to construct secured entry gates. Vehicular access shall be designed to accommodate
21 emergency vehicle access at both access locations, pursuant to dimensional
22 requirements defined by the LDC.
23
24
25

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

3 (8) Recreation. Recreation facilities shall be provided consistent with
4 Comprehensive Plan level of service standard. An approximately 1.19-acre public park is
5 proposed as a dog park within the development in addition to traditional private amenities
6 to serve the townhome community as generally depicted on the MPD Master Plan.

7 (9) Pedestrian / Bicycle Access. A pedestrian / bicycle system shall
8 provide connection between residential and commercial areas, structures, commercial
9 development, and amenities, and for access and passive recreation needs. There is no
10 sidewalk proposed along the exterior of the development along Belle Terre Boulevard or
11 Citation Boulevard as future City improvement plans for these roadways plan for sidewalk
12 only on the opposite sides of the road as the proposed development. However, the Owner
13 shall pay into the sidewalk fund for the Project's frontage only along Citation Boulevard
14 at the time of City approval of the Preliminary Plat/Construction Drawings.
15

16 (10) Parking. Residential parking will provide for two parking spaces per
17 unit with either a one-car or two-car garage depending on the amount of living area per
18 townhome unit. All units will meet the City's requirements in Section 5.03.04.A.3 of the
19 LDC that requires townhomes of 1,500 square feet or larger in living area to have a two-
20 car garage. Parking for non-residential uses will comply with the LDC with the clubhouse
21 parking provided at a minimum of one space per 250 square feet of gross floor area.

22 (11) Neighboring Property Perimeter Buffers. Owner will provide a
23 perimeter buffer of 10' along the adjacent City utility site to the east, and the Project will
24 maintain a minimum 25' wide buffer along the southern boundary which may allow for
25

some stormwater retention or compensatory storage as needed, but will not be impacted by buildings or lots as generally depicted on Exhibit “B”.

(12) 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.

Table of Site Development Requirements

TYPE	COMMERCIAL (COM-2)	RESIDENTIAL AND PARK/AMENITY
Lot Width Minimum	100'	19'
Lot Size Minimum	20,000 SF	1,710 SF
Height Maximum ¹	50'	50'
Setbacks from Street Minimums	Arterial/Collector Road 25' Local Road 20'	25' Primary Street
Front Setback Minimum	N/A	25'
Side Yard Setback Minimum	10'	0' Interior, 10' Exterior
Rear Setback Minimum	10' Interior boundary	15'
Side Street Setback Minimum	N/A	20' Side Street
Max Impervious Surface Ratio (ISR)	.75 (throughout Commercial Area of Site)	.70 (throughout Residential Area of Site and .50 on public dog park site)
Maximum Floor Area Ratio (FAR)	.40	N/A

¹ Roof heights shall be measured in accordance with LDC.

² Commercial development standards not identified in MPD shall follow LDC.

Additional Dimensional Requirements

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

1 (b) Building. The preliminary architectural and design standards applicable to
2 the residential development are generally depicted on **Exhibit “D” (“Conceptual**
3 **Architectural Elevation”)**.

4 (c) Services. All services for the Property, including utilities, fire protection, solid
5 waste, telephone, electricity, cable television, fiber optics, and stormwater management
6 shall be provided by the responsible parties. All new utilities serving the Project shall be
7 installed underground except wells and pump stations. Water and wastewater services
8 are to be provided by the City of Palm Coast.

9 **SECTION 8. BREACH; ENFORCEMENT; ALTERNATIVE DISPUTE RESOLUTION.**

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

13 (b). In the event that a dispute arises under this MPD Agreement, the parties
14 shall attempt to resolve all disputes informally. In the event of a failure to informally resolve
15 all disputes, the City and Owner agree to engage in mediation before a certified Circuit
16 Court mediator selected by the parties. In the event that the parties fail to agree to a
17 mediator, a certified mediator may be selected by mutual consent of the City and the
18 Owner. The parties shall equally pay all costs of mediation. A party who unreasonably
19 refuses to submit to mediation may not later object in Circuit Court that the other party
20 failed to comply with this Section 8(b) by not participating in the mediation prior to filing
21 suit.
22

23 (c). Prior to the City filing any action or terminating this MPD Agreement as a result
24 of a default under this MPD Agreement, the City shall first provide the Owner written
25

1 notice of the said default. Upon receipt of said notice, the Owner shall be provided a thirty
2 (30) day period in which to cure the default to the reasonable satisfaction of the City prior
3 to the City filing said action or terminating this MPD Agreement. If thirty (30) days is not
4 a reasonable period of time in which to cure the default, the length of the cure period shall
5 be extended for a time period acceptable to the City, but in no case shall the cure period
6 exceed ninety (90) days from the initial notification of default. Upon proper termination of
7 the MPD Agreement, the Owner shall immediately be divested of all rights and privileges
8 granted hereunder.

9 **SECTION 9. NOTICES.**

10 (a). All notices required or permitted to be given under this MPD Agreement
11 must be in writing and must be delivered to the City or the Owner at its address set forth
12 below (or such other address as may be hereafter be designated in writing by such party).
13

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

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

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

21 As to the City: City Manager
22 160 Lake Avenue
23 Palm Coast, Florida, 32164

24 As to the Owner: Moshe Goldshmidt, Manager
25 Belle Terre Holdings, LLC
36 Charming Way
Lakewood, NJ 08701

1
2 **SECTION 10. SEVERABILITY.**

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

9 **SECTION 11. SUCCESSORS AND ASSIGNS.**

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

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

15 (c). The Owner has expressly covenanted and agreed to this provision and all
16 other terms and provisions of this Development Agreement.
17

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

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

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

23 (c). The Owner shall fully comply with all applicable local, State, and Federal
24 environmental regulations and all other laws of similar type or nature.
25

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

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

13 (f). This MPD Agreement shall also not be construed to prohibit the City from
14 adopting lawful impact fees applicable to the Owner and the MPD Master Plan authorized
15 hereunder.
16

17 **SECTION 13. TERM / EFFECTIVE DATE.**

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

20 **SECTION 14. RECORDATION.**

21 Upon adoption by the City Council of the City of Palm Coast, Florida and execution
22 of this MPD Agreement by all parties, this MPD Agreement and any and all amendments
23 hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County
24 within thirty (30) days after its execution by the City and the MPD Agreement shall run
25

with the land.

SECTION 15. PERMITS.

(a). The failure of this MPD 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 MPD 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 MPD 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 MPD Agreement.

(b). Time is of the essence to this MPD 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 MPD 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 MPD 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 MPD Agreement to the contrary, that failure shall not constitute a default under this MPD 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 MPD 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 MPD 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 MPD Agreement.

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

4 **SECTION 22. FURTHER ASSURANCES.**

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

8 **SECTION 23. COUNTERPARTS.**

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

12 **SECTION 24. MODIFICATIONS / AMENDMENTS/ NON-WAIVER.**

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

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

20 **SECTION 25. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.**

21 This MPD Agreement constitutes the entire agreement between the parties and
22 supersedes all previous oral discussions, understandings, and agreements of any kind
23 and nature as between the parties relating to the subject matter of this MPD Agreement.
24
25

(SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

1 **IN WITNESS WHEREOF**, the City and Belle Terre Holdings, LLC have caused this
2 MPD Agreement to be duly executed by his/her/its/their duly authorized representative(s)
3 as of the date first above written.

4 **OWNER'S/APPLICANT'S CONSENT AND COVENANT:**

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

9
10
11 **WITNESSES:**

12 _____ By: _____

13 _____ Print name: _____
14 (print)

15 _____ Title: _____

16 _____

17 _____
18 (print)

19 STATE OF _____
20 COUNTY OF _____

21 The foregoing instrument was acknowledged before me this _____ day of
22 _____, 2023, by _____, the _____
23 of _____, a Delaware limited liability company, (check one) who is
24 personally known to me or who produced _____ as
25 identification.

Notary Public – State of _____

Print Name: _____

My Commission expires: _____

CITY OF PALM COAST, FLORIDA

David Alfin, Mayor

ATTEST:

Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Neysa J. Borkert, City Attorney

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by David Alfin, Mayor of the City of Palm Coast, Florida, who is personally known to me.

Notary Public – State of Florida

Print Name: _____

My Commission expires: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT "A"
LEGAL DESCRIPTION

Being a parcel of land lying in Government Sections 19 and 30, Township 12 South, Range 31 East, being part of "Parcel 409" as described in Official Records Book 553, Page 1745, Flagler County, Florida, being more particularly described as follows:

As a point of reference being the intersection of the Northerly line of said Government Section 19 with the Southeasterly right-of way line of Belle Terre Boulevard (An 80 ft. R/W), run along a curve to the left having a radius of 1500 feet, a chord bearing North 71 degrees 10 minutes 38 seconds East with a chord distance of 21.01 feet, through a central angle of 00 degrees 48 minutes 09 seconds for an arc length of 21.01 feet to the Point of Beginning of this description; thence from the Point of Beginning continue along a curve to the left having a radius of 1500 feet, a chord bearing North 44 degrees 15 minutes 27 seconds East with a chord distance of 1339.45 feet, through a central angle of 53 degrees 02 minutes 12 seconds for an arc length of 1388.50 feet to the intersection of said Southeasterly right-of-way line of Belle Terre with the Southerly right-of-way line of Citation Boulevard (An 80 ft. R/W), thence along said Southerly line of Citation Boulevard, South 73 degrees 47 minutes 20 seconds East, a distance of 323.21 feet, thence along a curve to the left having a radius of 2860.01 feet, a chord bearing South 79 degrees 56 minutes 15 seconds East with a chord distance of 612.66 feet, through a central angle of 12 degrees 17 minutes 50 seconds for an arc length of 613.83 feet, thence departing said Southerly right-of-way line, South 05 degrees 08 minutes 20 seconds East, a distance of 900.00 feet, thence North 84 degrees 51 minutes 40 seconds East, a distance of 420.81 feet, thence South 05 degrees 08 minutes 20 seconds East, a distance of 590.55 feet, thence North 70 degrees 29 minutes 37 seconds West, a distance of 1658.39 feet, thence North 80 degrees 07 minutes 14 seconds West, a distance of 845.44 feet to the Point of Beginning.

The above described property being formerly known as Lots 1, 2, 3 and 4, Citation Commerce Park, according to the map or plat thereof recorded in Plat Book 35, Pages 61 and 62, Public Records of Flagler County, Florida; vacated pursuant to Resolution 2020-172 Vacation of Plat known as Citation Commerce Park Application # 4237, recorded in Official Records Book 2547, Page 36, as re-recorded, together with referenced Exhibit "A" attached thereto, in Official Records Book 2621, Page 1866, Public Records of Flagler County, Florida.

EXHIBIT "B"
MPD MASTER PLAN

On Following Page

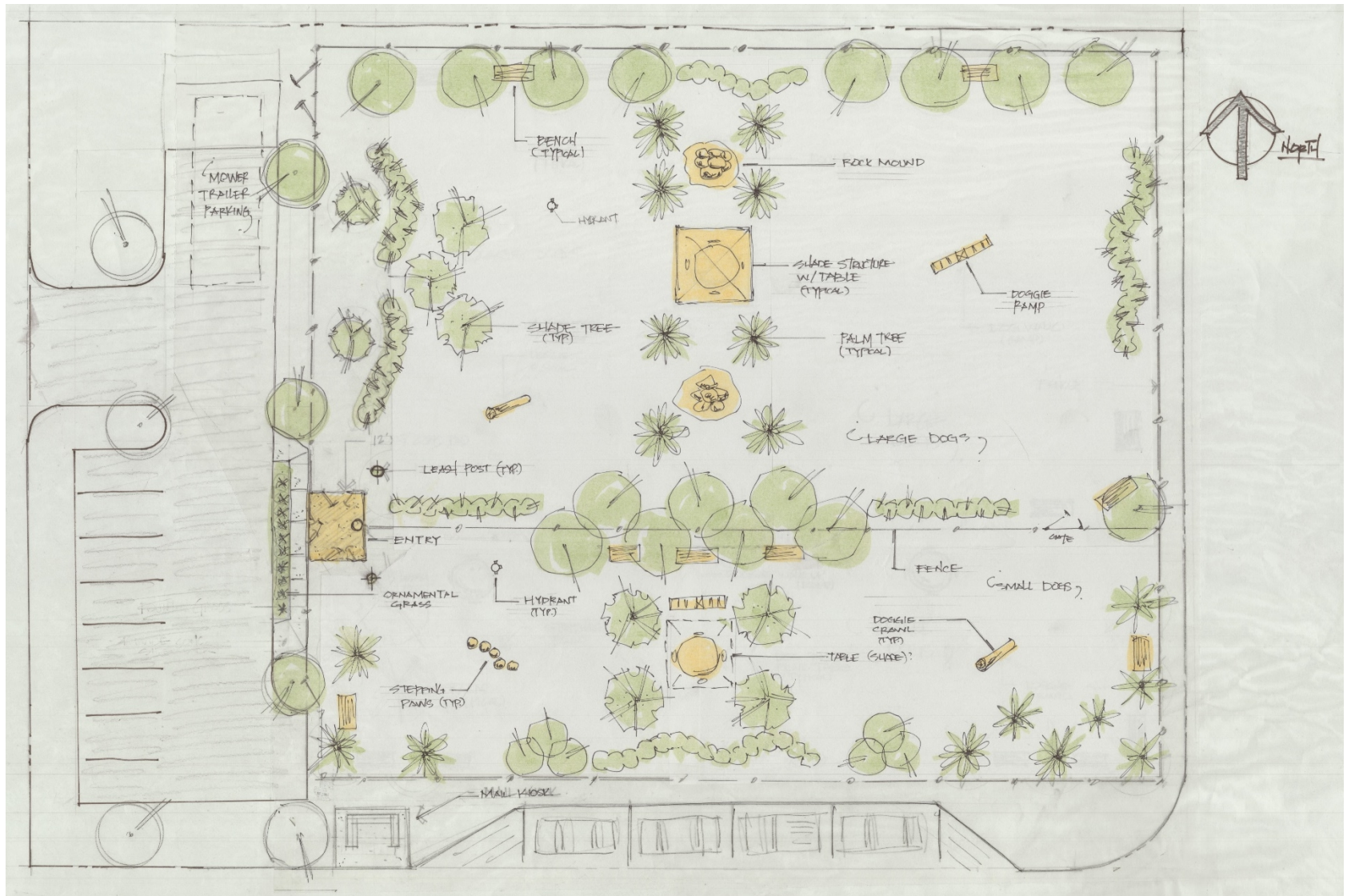
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT "C"
CONCEPTUAL DOG PARK SKETCH

On Following Page

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

EXHIBIT "D"
ARCHITECTURAL ELEVATION

On Following Page

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25



Belle Terre Estates Distant Aerial Map



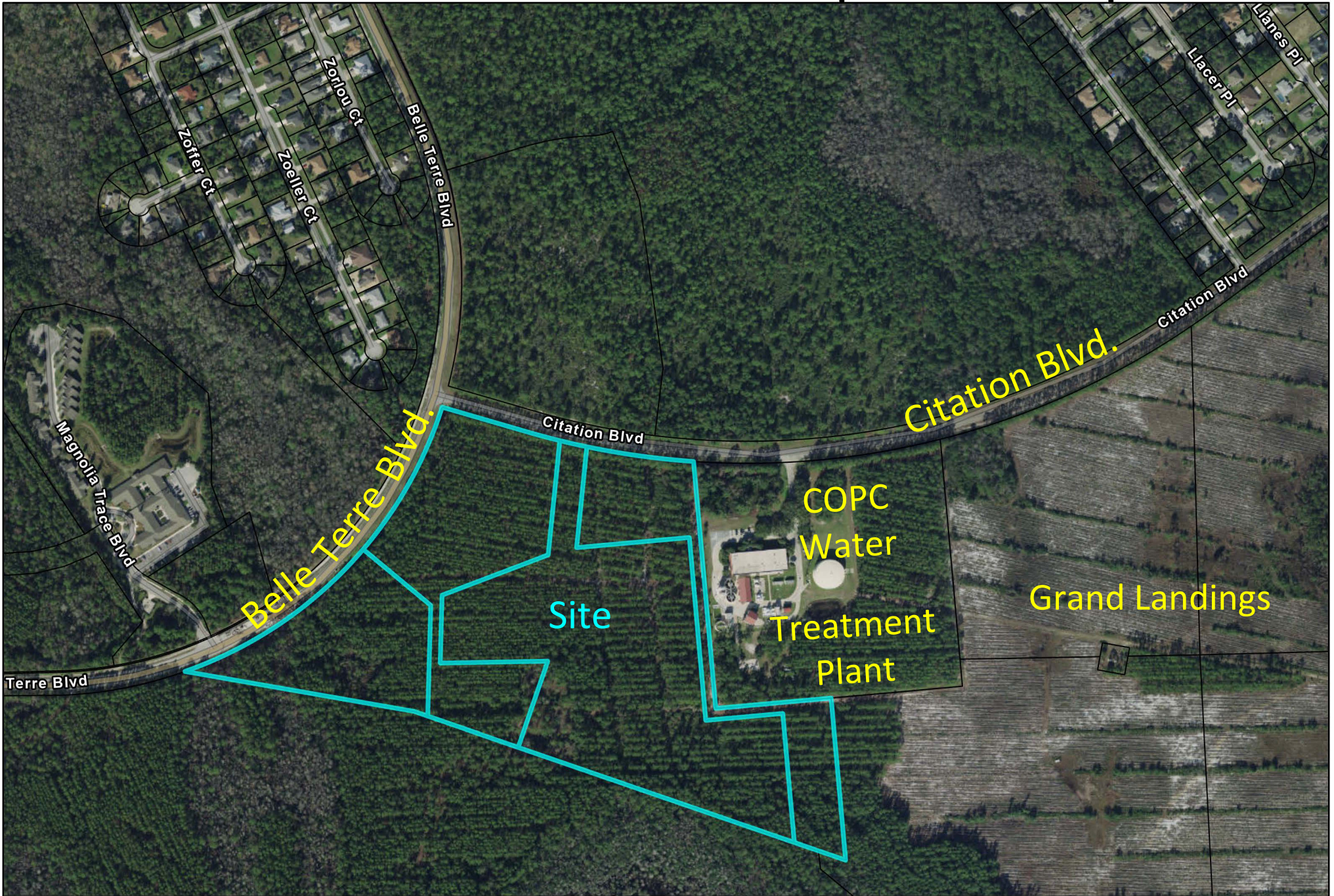
Legend

Belle Terre Estates

0 0.1 0.2 0.4 Miles



Belle Terre Estates Closeup Aerial Map



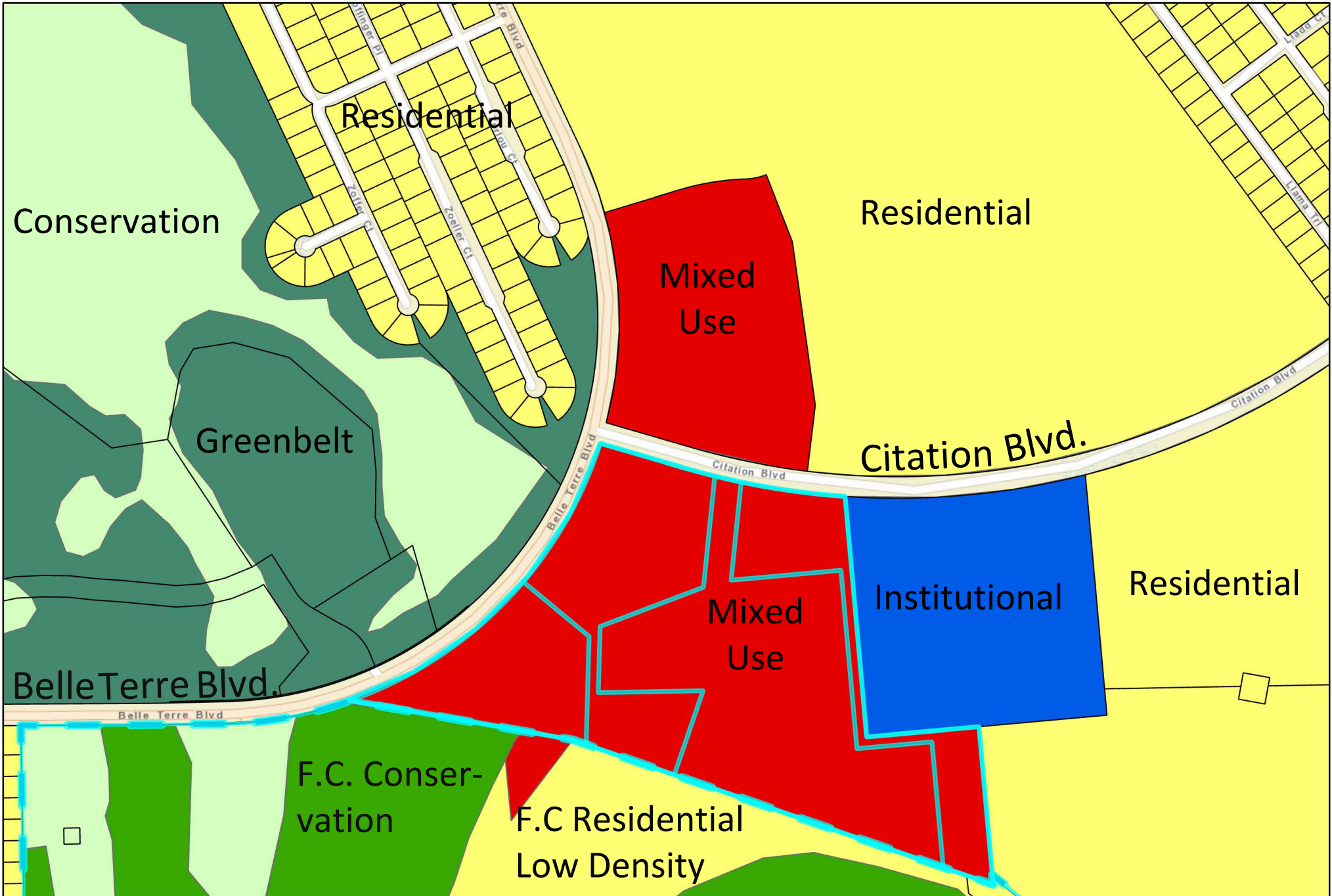
Legend

0 145 290 580 Feet

N



Belle Terre Estates FLUM

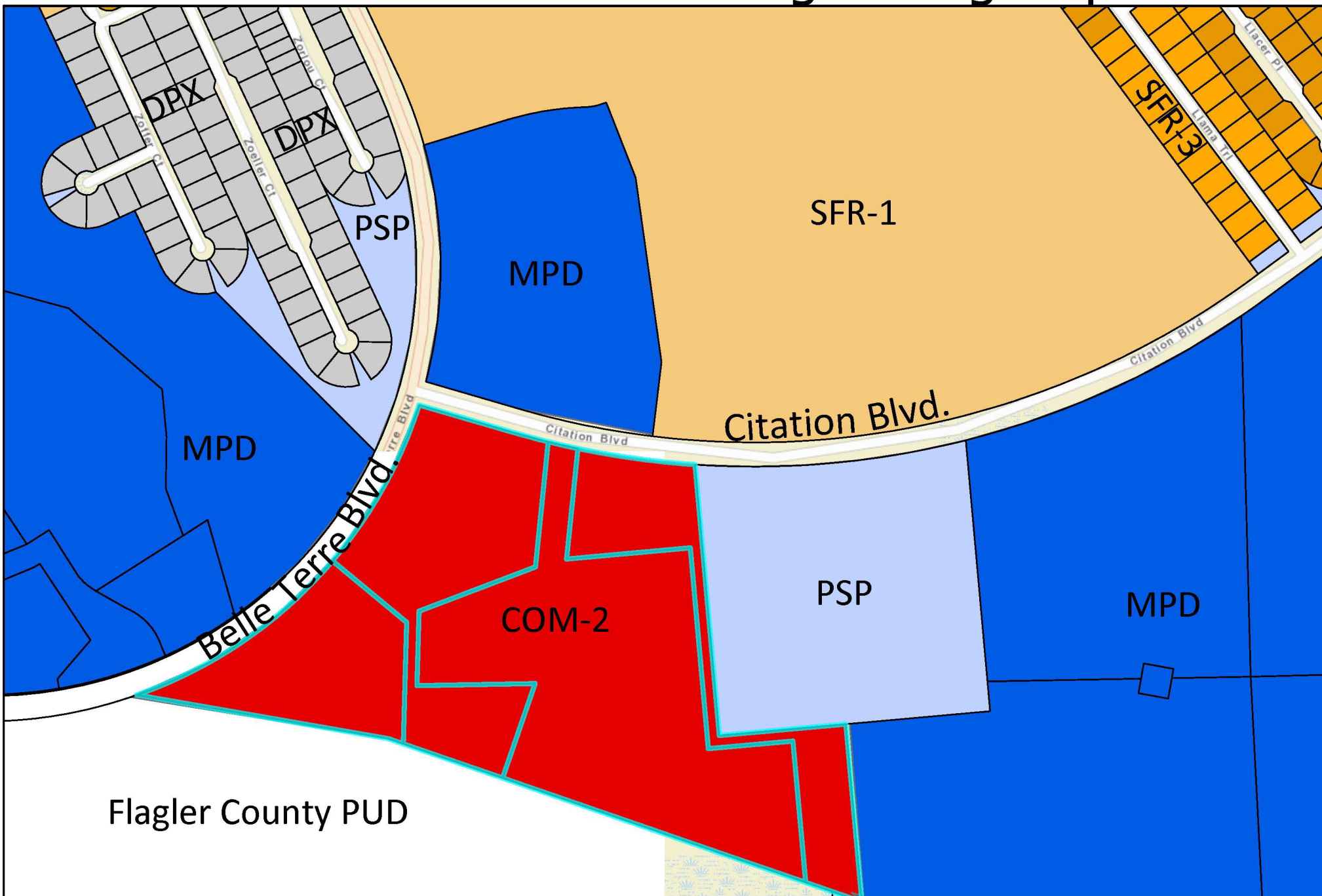


<ul style="list-style-type: none"> Blue square: Palm Coast City Limits White square: Flagler Property Appraiser PC FLUM Green square: AGRICULTURE & TIMBERLANDS 	<ul style="list-style-type: none"> Red square: COMMERCIAL: LOW INTENSITY White square with border: DRI-Mixed Use White square with border: DRI-Residential Area White square with border: DRI-Urban Core Blue square: Canals White square with border: Coastal High Hazard Area 	<ul style="list-style-type: none"> Light green square: Conservation White square with border: DRI-Mixed Use White square with border: DRI-Residential Area White square with border: DRI-Urban Core Dark green square: Greenbelt 	<ul style="list-style-type: none"> Purple square: Industrial Blue square: Institutional Dark blue square: MIXED USE: HIGH INTENSITY Red square: Mixed Use 	<p>Legend</p> <ul style="list-style-type: none"> White square with border: RECREATION & OPEN SPACE White square with border: RESIDENTIAL: LOW DENSITY / RURAL ESTATE Yellow square: Residential Green square: CONSERVATION Light green square: FC FLUM Dark green square: AG Light green square: AG-TIMBER 	<ul style="list-style-type: none"> Red square: COMM-HIGH Light red square: COMM-LOW Green square: CONS Light blue square: EDU Purple square: IND 	<ul style="list-style-type: none"> Dark blue square: MUH Pink square: MUL Light green square: REC Brown square: RES-HIGH Yellow square: RES-LOW-RE
--	---	---	---	--	---	---

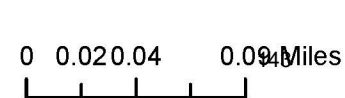
0 0.03 0.06 0.12 Miles

N

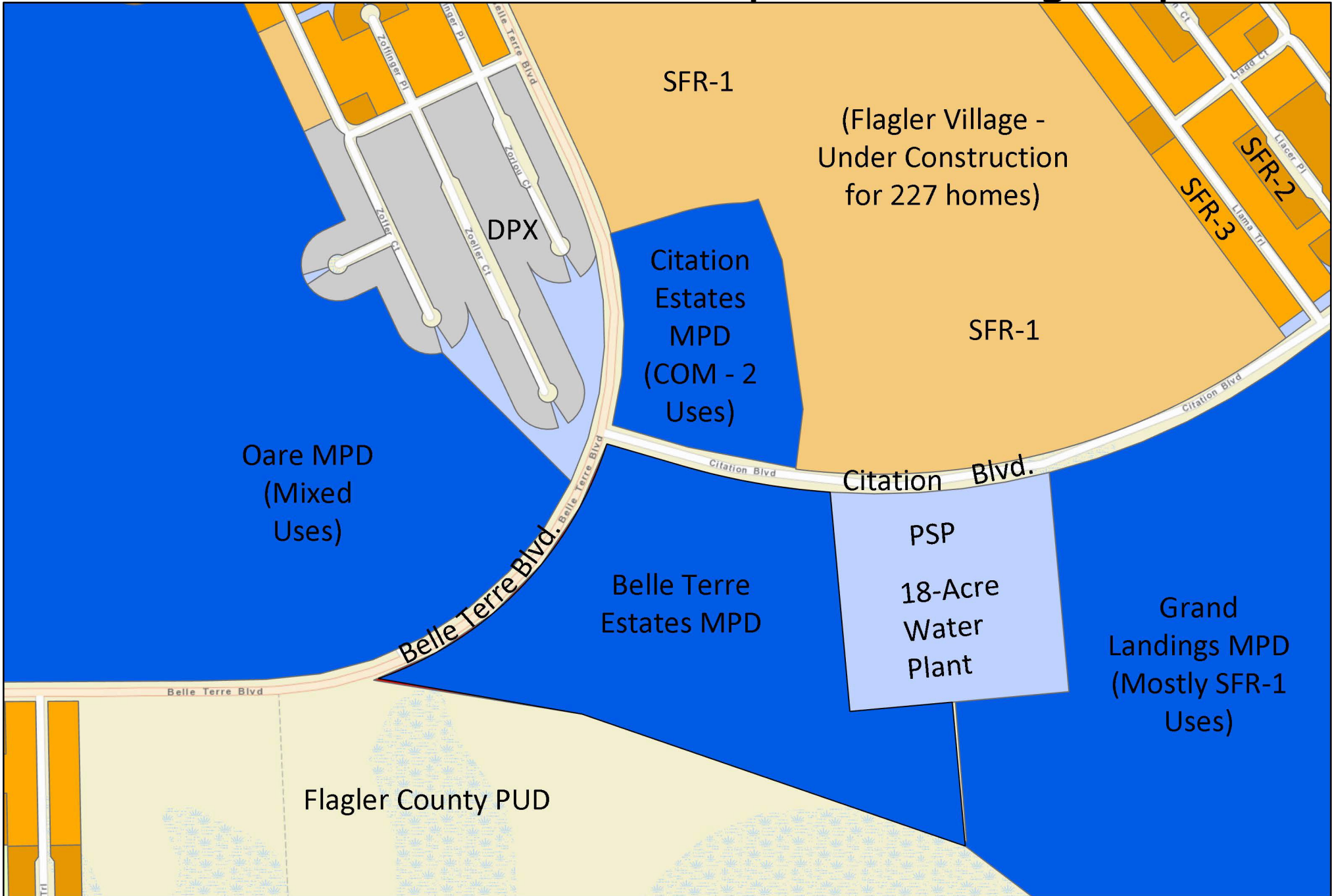
Belle Terre Estates Existing Zoning Map



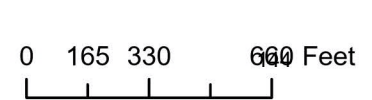
Legend				
PC Zoning	CN	DPX	IND-2	OFC-1
AC	COM-1	EST-1	MFR-1	OFC-2
AGR	COM-2	EST-2	MFR-2	P&G
C-2	COM-3	IND-1	MPD	PRS

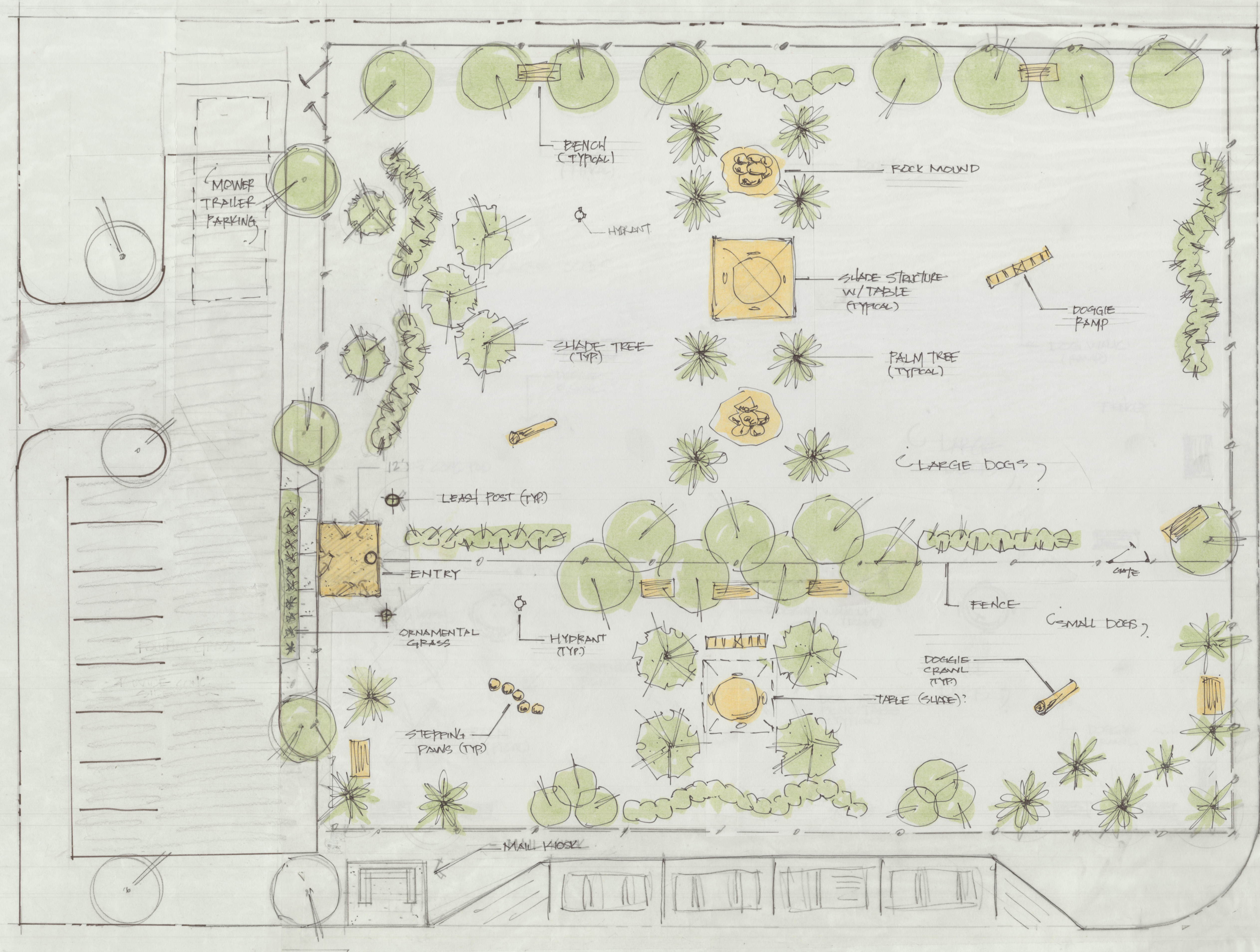
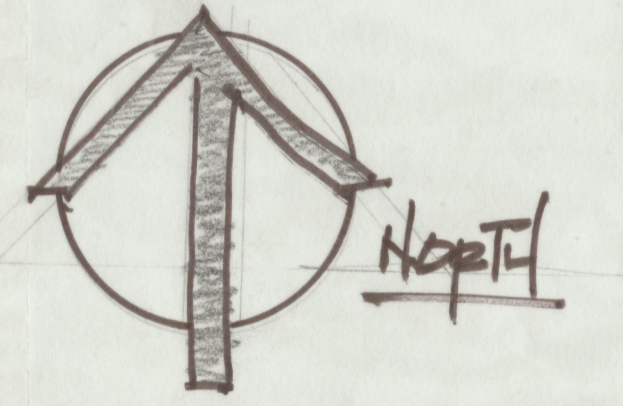


Belle Terre Estates Proposed Zoning Map



Legend			
PC Zoning	EST-1	SFR-1	Belle_Terre_Estates
COM-2	MPD	SFR-2	
DPX	PSP	SFR-3	





June 21, 2023

Re: Rezoning and Development of Belle Terre Estates Master Planned Development

Dear Neighboring Property Owner:

This letter is to advise you of an upcoming neighborhood meeting to discuss the rezoning and development of approximately 40 acres of land located on the southeast corner of Belle Terre Boulevard and Citation Boulevard.

The City of Palm Coast requires that property owners hold a neighborhood meeting when they intend to rezone and/or develop their property and notify residents within 300 feet.

This neighborhood meeting will be held at 5:30 PM on Monday, July 10th at the Hilton Garden Inn Palm Coast Town Center whose address is 55 Town Center Boulevard, Palm Coast, FL 32164.



The property owner desires to change the zoning from General Commercial (COM-2) to Master Planned Development (MPD) for a mixed-use development consisting of a 1.75-acre commercial parcel, 1.19-acre public dog park, 1.53-acre private park and 275 platted townhomes. A copy of our proposed conceptual layout is attached for your convenience. As shown on the conceptual plan, the non-residential uses and stormwater pond are located along Belle Terre Boulevard and Citation Boulevard with townhomes setback from the major roadways.

We will describe the proposed project in more detail at the neighborhood meeting and the subsequent Planning and Land Development Regulation Board public hearing for this rezoning. At least one member of the City Planning staff will also be in attendance. Should you have any questions, please do not hesitate to call or email.

Kind Regards,
Matthews | DCCM

Christina Evans
Senior Planner
planning@mdginc.com
(904) 826-1334

Belle Terre Estates 300' Notification List 6-15-23

BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110

MIRAL CORP
4370 LA JOLLA VILLAGE DRIVE STE 650
SAN DIEGO, CA 92122

OARE ASSOCIATES LLC
C/O SHUFFIELD, LOWMAN & WILSON, F
P.O. BOX 612
DELAND, FL 32721

PANASENKOV OLGA & SERGEY H&W
12300 PUEBLO RD
GAITHERSBURG, MD 20878

SHERMAN ALEXANDER & LUBA H&W
7011 CHIALA LANE
SAN JOSE, CA 95129

YEMELYANOV ALEXANDER M
208 HOOKS MILL ROAD
AMERICUS, GA 31709

~~BELLE TERRE HOLDINGS LLC
36 CHARMING WAY
LAKEWOOD, NJ 08701~~

~~CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164~~

~~FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS
1769 E MOODY BLVD BLDG 2 SUITE 302
BUNNELL, FL 32110~~

JTL GRAND LANDINGS HOLDINGS LLC
16660 DALLAS PARKWAY SUITE 1600
DALLAS, TX 75248

MERITAGE HOMES OF FLORIDA INC
8800 EAST RAINTREE DRIVE SUITE 300
SCOTTSDALE, AZ 85260

~~MIRAL CORP
4370 LA JOLLA VILLAGE DRIVE STE 650
SAN DIEGO, CA 92122~~

Bill Hoover
Senior Planner
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3744
www.palmcoast.gov





NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF ~~FLAGLER~~ ^{DUVAL} X
STATE OF FLORIDA X

Before me this 10 day of JULY, 2023 personally appeared JESSICA KNEPPER who after providing 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 #** 5302

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.

Jessica Knepper
Signature of Responsible Party

JESSICA KNEPPER, 6621 SOUTHPOINT DR N, SUITE 300, JACKSONVILLE, FL 32216
Print Name & Mailing Address

Christina Evans
Signature of Person Taking Acknowledgement

CHRISTINA EVANS
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 Court
NOTICE OF PUBLIC HEARING
Application Number: 23002
Application Title: [REDACTED]
Application Date: 04/11/23
Public Hearing Date: 05/08/23
Public Hearing Time: 6:00 PM
Public Hearing Location: [REDACTED]
Public Hearing Address: [REDACTED]
Public Hearing City: [REDACTED]
Public Hearing State: [REDACTED]
Public Hearing Zip: [REDACTED]
Public Hearing Contact: [REDACTED]
Public Hearing Phone: [REDACTED]
Public Hearing Email: [REDACTED]
Public Hearing Website: [REDACTED]
Public Hearing Description: [REDACTED]
Public Hearing Notes: [REDACTED]
Public Hearing Status: [REDACTED]

City of Palm Coast
NOTICE OF PUBLIC HEARING

Application Number: 5392

The City of Palm Coast Planning Board will hold a public hearing on the application
5392 on July 17.

The City of Palm Coast City Council will hold a public hearing on the application at
5:00 PM on July 17.
City Council will hold a public hearing on the application at
7:00 PM on July 17.

Description of Request

Special Event Use _____ Special Use _____
Zoning _____ Public Use _____
Other Land Use _____ New Public Use _____
Rezone Palm Beach Town Estates Master Planned
Development (MPD) to allow about 222 planned
residential units (R175) (zone of commercial use
in lieu of 30 acres of General Commercial (Cm2)).
Contacting: CMR 14 Phone: 386 320 3333
Address: Palm Beach Holdings, LLC

Public hearing to be held at

City of Palm Coast, 1000 Palm Coast Parkway, Palm Coast, FL 32137





- GENERAL APPLICATION:**
- Rezoning
 - Nonstatutory Land Division/Parcel Reconfiguration
 - Subdivision Master Plan
 - Master Site Plan
 - Technical Site Plan
 - Variance
 - Wireless Communication Facility (new structure)
 - Special Exception
 - Vacating Plat
 - Preliminary Plat
 - Nonresidential Controlling Master Site Plan
 - Site Plan Addition
 - Parking Flexibility
 - Final Plat
 - Development Order Modification

CD Plus Application #: _____ Application Submittal Date: _____
 Fee Paid: \$ _____ Date of Acceptance: _____
 Employee Name Accepting Application (print name): _____
 Rejected on _____ Rejected by: _____
 Reason for Rejection: _____

- A. PROJECT NAME:** Belle Terre Estates
- B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS):** Southeast corner of Citation Blvd & Belle Terre Blvd
- C. PROPERTY APPRAISER'S PARCEL NUMBER(s):** 19-12-31-10995-00000-0010, 19-12-31-10995-00000-0020, 19-12-31-10995-00000-0030, 19-12-31-10995-00000-0040
- D. LEGAL DESCRIPTION:** Citation Park Subdivision Name; 19&30 Section; Township 12 South Block; _____ Lot
Lots 1, 2, 3 and 4, Citation Park, according to the map or plat thereof recorded in Plat Book 35, Page 61, public records of Flagler County, Florida
- E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE:** 40 acres
- F. FUTURE LAND USE MAP DESIGNATION:** Mixed Use EXISTING ZONING DISTRICT: COM-2
 OVERLAY DISTRICT: N/A
- G. FLOOD ZONE:** X, small A COMMUNITY PANEL NUMBER: 12035C0230E DATE: 6/6/2018
- H. PRESENT USE OF PROPERTY:** Vacant
- I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):** Rezoning to MPD and Master Site Plan approval for a mixed use development consisting of 275 townhome units and associated private amenities, a commercial development of approx. 1.75-acres providing for uses allowable within current COM-2 zoning, and a public dog park of 1.19-acres.
- J. PROPOSED NUMBER OF LOTS:** _____
- K. CHECK APPROPRIATE BOX FOR SITE PLAN:**
- Tier 1 (up to 40,000 sq. ft. / 40 units)
 - Tier 2 (up to 100,000 sq. ft. / 100 units)
 - Tier 3 (exceeding 100,000 sq. ft. / 100 units)
- L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:**
TRX application meetings were held on 2/23/22 and 3/30/22
- M. WATER/SEWER PROVIDER:** City of Palm Coast
- N. IS THERE AN EXISTING MORTGAGE?** Yes No

Belle Terre Estates Rezoning Analysis

LDC 2.05.05 Review Findings

- A. The proposed development must not be in conflict with or contrary to the public interest;
The property is designation Mixed Use on the Future Land Use Map, therefore, this mixed-use development would not be in conflict or contrary to the public interest. In addition, the dedication of a 1.19-acre public dog park is a significant benefit to the public through the expansion of public recreational amenities.
- B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;
Development is consistent with applicable LDC and Comprehensive Plan policies particularly: Chapter 1, FLUE: Goal 1.1 – Preserve the character of residential communities, prevent urban sprawl and protect open spaces and environmental resources, while providing a mix of land uses, housing types, services and job opportunities in mixed use centers and corridors. Chapter 1, FLUE: Goal 1.1.4 Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses and discourage urban sprawl.
- C. The proposed development must not impose a significant financial liability or hardship for the City;
The public infrastructure needed to support the project is in place or close to the site and any extensions of utilities, construction of internal roads, and drainage systems will be constructed by the developer.
- 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.
The proposed development poses no hazard, nuisance, or threat to the City as the mixed-use development is compatible with the overall neighborhood. The clustering of residential units connected to neighborhood commercial services and recreational opportunities encourages the most efficient and cost-effective use of land and public facilities. Furthermore, all improvements will be newly constructed and/or developed in compliance with the current 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.
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.

LDC 2.06.03 Review Findings

- 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.

Development is consistent with applicable LDC and Comprehensive Plan policies particularly:

Chapter 1, FLUE: Goal 1.1 – Preserve the character of residential communities, prevent urban sprawl and protect open spaces and environmental resources, while providing a mix of land uses, housing types, services and job opportunities in mixed use centers and corridors.

Chapter 1, FLUE: Goal 1.1.4 Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses and discourage urban sprawl.

- B. Its impact upon the environment or natural resources.

An Environmental Assessment is provided as part of the Master Site Plan application. Based on the assessment, gopher tortoise was the sole protected species located on the site and all tortoise burrows on site will be mapped and all tortoises on site within 25 feet of proposed construction will be relocated to an FWC-approved recipient site. No other protected species were identified onsite, and the likelihood of any occurring is low. No protected plant species were identified on site.

Majority of the site is located in Flood Zone X and outside of potential flood zones. Southeastern and western portions of the subject property lie within Flood Zone A. Approximately 6 acres of wetlands are present on site, 4 acres of which will likely require permitting with SJRWMD and/or FDEP.

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

Impacts to the Palm Coast economy are anticipated to be positive since the project will provide a public dog park, numerous construction jobs and 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 systems.

The impact on public facilities and services will be addressed through concurrency regulations and impact fees paid by the developer during the Technical Site Plan and construction review process.

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

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.

As a mixed-use development, it provides residential use that is compatible with the surrounding residential developments, commercial use to support the surrounding residential communities and a public dog park to increase public amenities for existing and future residents.

- G. Whether it accomplishes a legitimate public purpose.

This development reflects the sustainable and efficient development pattern of mixed-use communities by providing affordable residential units, neighborhood commercial services and public recreation in an area with existing facilities and services, therefore not constituting as urban sprawl.

City of Palm Coast, Florida Agenda Item

Agenda Date: July 19, 2023

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Account #
Subject: COQUINA SHORES, SUBDIVISION MASTER PLAN, APPLICATION # 5429		
Presenter: Estelle Lens, AICP, Planner		
Background:		
<p>This request for approval of a Subdivision Master plan which proposes 750 single-family residential lots/dwelling units.</p> <p>The Coquina Shores Subdivision, a 505.6 acre site (Subject Property), is located on the north side of State Road 100, approximately 0.25 miles east of Old Kings Road. The Subject Property was purchased by JX Palm Coast Land, LLC on September 21, 2022.</p> <p>The subject property was approved as a Development of Regional Impact (DRI) in 2006 with an amendment in 2007. The Development Order (DO) for the DRI provided entitlements of 2,411 dwelling units (619 single-family, 1,792 multi-family), 50,000 sq. ft. of general retail use, 30,000 sq. ft. of general office, and 150 hotel rooms. The Subject Property is currently in the hearing process for a Future Land Use Map (FLUM) amendment, which contains a specific policy to limit development to 750 dwelling units, as well as a rezoning to Master Planned Development (MPD). The FLUM amendment and rezoning are scheduled for second readings and adoption by City Council on July 18, 2023. The requested amendments are as follows:</p> <p><u>Future Land Use Map (FLUM) Amendment</u> from Mixed Use and Conservation to Residential and Conservation.</p> <p>The FLUM amendment is proposed to be approved with a specific policy to limit development to 750 dwelling units:</p> <p>PLDRB on April 19, 2023 – Approved unanimously City Council first reading on May 16, 2023 – Approved unanimously City Council second reading scheduled for July 18, 2023</p> <p><u>Rezoning:</u> Replace the existing JX Properties Mixed Use PUD with the proposed Coquina Shores Master Planned Development (MPD) (mixed use entitlements to solely residential)</p> <p>PLDRB on April 19, 2023 – Approved unanimously City Council first reading on May 16, 2023 – Approved unanimously City Council second reading scheduled for July 18, 2023</p> <p>Staff finds that the proposed Subdivision Master Plan is consistent with the City's Comprehensive Plan and the Land Development Code (LDC) requirements including:</p> <ul style="list-style-type: none"> • Logic of design 		

- Internal consistency
- Impact on neighboring sites
- Internal vehicular and pedestrian connectivity
- Consolidation of utilities and facilities, including stormwater, parking and signage
- Public Benefit
- Compliance with all other applicable local, state and federal laws, statues, ordinances, regulations and codes.
- The site must not impose a significant financial liability or hardship for the City

Recommended Action:

Staff recommends the Planning and Land Development Regulation Board determine this project is consistent with the Comprehensive Plan and Unified Land Development Code and approve the Subdivision Master Plan for Coquina Shores, Application No. 5429, subject to:

1. Applicant will provide the required recreational amenities with the preliminary plat submittal to meet the Level of Service for recreation and open space. 14.4 acres total are required; 9 acres of active (activity based) recreation and 5.4 acres of passive (resource based) recreation are required.

Informational comments to carry forward to the Preliminary Plat include:

Planning Project Manager:

Site Data (Development Summary) - Add percentage of site along with acreage for Sidewalks.

Landscape Architect:

Show street trees at 50 feet on center through public spaces.

As per "Coquina Shores Master Plan Development Agreement" add the following notes to all landscape plans:

1. Landscaped areas are to include pockets of preserved trees.
2. A master arborist certified by ISA (International Society of Arborists) is to assist engineer of record (EOR) with subdivision master plan and preliminary plat design process
3. The arborist shall work with EOR to adjust lot lines, modify building footprints, stormwater facilities and other improvements to save (preserve) the maximum number of historic and specimen trees practicable on the property.

Utility Department:

Fees, agreements and FDEP permits shall be completed prior to issuance of the Site Development permit. Water and Wastewater utility construction permits are issued by the Florida Department of Environmental Protection. The Utility provider must have ample system/plant capacity in reserve for the FDEP to issue a construction permit. During current times the utility customer growth is high and capacity reserves can become limited, please understand that until the time of permitting the city cannot reserve capacity for your project. It is the City Utilities goal to provide system capacity, but this goal is not assured. Please check with the department if you would like to know the current capacity reserves.

Architectural Review:

1. Show full architectural information for any structures in public space areas and/or proposed

amenity structures, walls, fences, etc. per LDC Chapter 13

2. If no such structures are proposed on plans, add note to that effect on the drawings.

Planning Environmental:

Please be sure to submit Cultural Resource Documents with preliminary plat.



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR COQUINA SHORE SUBDIVISION MASTER PLAN
Planning and Land Development Regulation Board (PLDRB)
Public Hearing on July 19, 2023**

OVERVIEW

Project Name: Coquina Shores
Application Number: 5429
Property Owner: JX Palm Coast Land, LLC
Agent: Blaz Kovacic, JX Palm Coast Land, LLC
Location: North side of S.R. 100 approximately 0.25 miles east of Old Kings Road
Parcel ID #: 39-12-31-0000-01010-0050, 04-12-31-0000-04030-0000 and 40-12-31-0000-01010-0010
Current FLUM designation: Mixed Use and Conservation
Current Zoning designation: Master Planned Development (MPD)
Current Use: Vacant
Size of subject property: 505.6 +/- acres

ANALYSIS

REQUESTED ACTION

The applicant has submitted an application for a proposed residential Subdivision Master Plan, consisting of 750 single-family residential lots. Since the project has greater than 100 lots it is considered a "Moderate" (Tier 2) development, which requires review and approval by the Planning and Land Development Regulation Board (PLDRB).

SITE DEVELOPMENT PLAN SUMMARY:

- TOTAL SITE ACREAGE: 505.6 +/- acres
- NUMBER OF LOTS: 750 single-family
- DENSITY: 1.48 units/per acre – gross density*

* This site contains 200 acres of wetlands. Therefore, the net density (based on upland acreage) is 2.45 units per acre

BACKGROUND

Coquina Shores, a 505.6 acre site (Subject Property), was purchased by JX Palm Coast Land, LLC on September 21, 2022.

The subject property was approved as a Development of Regional Impact (DRI) in 2006 with an amendment in 2007. The Development Order (DO) for the DRI provided entitlements of 2,411 dwelling units (619 single-family, 1,792 multi-family), 50,000 sq. ft. of general retail use, 30,000 sq. ft. of general office, and 150 hotel rooms. The Subject Property has subsequently gone through public hearings for a Future Land Use Map (FLUM) amendment, which contains a specific policy to limit development to 750 dwelling units, as well as a rezoning to Master Planned Development (MPD). The FLUM amendment and rezoning are scheduled for second readings and adoption by City Council on July 18, 2023. The requested amendments are as follows:

Future Land Use Map (FLUM) amendment from Mixed Use and Conservation to Residential and Conservation

The FLUM amendment is proposed to be approved with a specific policy to limit development to 750 dwelling units:

PLDRB on April 19, 2023 – Approved unanimously

City Council first reading on May 16, 2023 – Approved unanimously

City Council second reading scheduled for July 18, 2023

Rezoning: Replace the existing JX Properties Mixed Use PUD with the proposed Coquina Shores Master Planned Development (MPD) (mixed use entitlements to solely residential)

PLDRB on April 19, 2023 – Approved unanimously

City Council first reading on May 16, 2023 – Approved unanimously

City Council second reading scheduled for July 18, 2023

LAND USE AND ZONING INFORMATION

After adoption of the FLUM and Rezoning ordinances, the Subject Property will have a FLUM designation of Residential and Conservation and a zoning designation of MPD. The following table summarizes the general existing and proposed land use and zoning information:

SURROUNDING FLUM AND ZONING CATEGORIES

Direction	FLUM Category	Zoning District
North	Canals (Lehigh Trail) then Mixed Use and Residential	PSP then MPD (Hidden Lakes)
East	Conservation	PRS
South	Across SR 100 - Mixed Use and County Agriculture & Timberlands	Across SR 100 - COM-2 and County Agricultural
West	Mixed Use	COM-2, COM-3, MFR-2 & EST-1

SITE DEVELOPMENT REQUIREMENTS

Site development for the property must be in accordance with the requirements of the Coquina Shores Master Plan Development Agreement (MPD), the Unified Land Development Code (LDC), and the Comprehensive Plan. The following table summarizes the key project and lot development standards:

**SITE DEVELOPMENT REQUIREMENTS
COQUINA SHORES MPD**

Criteria (per LDC)	Required	Provided
Minimum Lot Size	4,800 sq. ft.	4,800 sq. ft. minimum
Minimum Lot Width	40 ft.	40 ft. minimum
Maximum Impervious Surface Ratio	75%	75% maximum
Maximum Gross Density	750 units total	750 units maximum
Maximum Building Height	35 ft.	35 ft. maximum
Minimum Building Setbacks	Front: 20 ft. Interior Side: 5 ft. Street Side: 15 ft. Rear: 10 ft. Rear Street: 15 ft.	Front: 20 ft. Interior Side: 5 ft. Street Side: 15 ft. Rear: 10 ft. Rear Street: 15 ft.
Minimum Landscape Buffers	South (along SR 100) – 25 ft Buffer G (Landscape buffers not required on other boundaries)	South (along SR 100.) – 25' Buffer G

SUBDIVISION MASTER PLAN PROCESS

The Subdivision Master Plan process is one of three types of Master Plans specified in Section 2.10 of the Unified Land Development Code (LDC). The Master Plan review process is intended to provide a review of the basic development concepts without significant engineering design, prior to the Preliminary Plat. When the Development Order is issued for the Subdivision Master Plan, the applicant can apply for a Preliminary Plat along with construction drawings.

ANALYSIS OF LAND DEVELOPMENT CODE, SECTION 2.10.04 MASTER PLAN REVIEW CRITERIA

Prior to approval of a Development Order for a Subdivision Master Plan, the proposed project must be evaluated for compliance with the standards of LDC Section 2.10.04, which provides the following criteria that must be met.

A. Logic of design.

Planning Staff Finding: The site plan has been conceptually reviewed and found to meet the general standards of the LDC. As an example, the conceptual plan depicts the appropriate lot sizes and dimensions, the appropriate locations and capacity of stormwater and drainage facilities, the availability and location of utilities to serve the site, and the protection and buffering of wetland preservation areas.

B. Internal consistency.

Planning Staff Finding: The single-family homes will be reviewed by individual permit for compliance and consistency with the LDC requirements for architecture and landscaping. This will include the exterior colors and materials of the residences, the proposed roof pitch, material and color, and the minimum massing and articulation requirements. The City's landscape standards require one tree per 2500 square feet of lot area including at least one shade tree. Foundation plantings are required in the front and along the sides of the residences. If the lot is a corner lot or has public right of way (street or canal) in the rear, additional foundation plantings are required. The number and type of proposed planting materials, including sod, must be compliant with the LDC. These permits are also individually reviewed for compliance with setbacks, maximum impervious area, and driveway dimensions and material.

C. Impact on neighboring sites.

Planning Staff Finding: The project is bordered on the north by the Lehigh Canal and Trail, with the Hidden Lakes single-family subdivision adjacent to the north of the canal. To the west is a mix of commercial and multifamily zoning and proposed uses. To the south is SR 100 with a variety of commercial uses, and to the east is the Graham Swamp conservation area. A single-family residential subdivision will be compatible with the neighboring properties/areas as they exist and are being developed

D. Internal vehicular and pedestrian connectivity.

Planning Staff Finding: The proposed plan is consistent with the Comprehensive Plan and Land Development Code and will provide two vehicular access points. The internal roadways have been reviewed and meet code requirements for resident/public vehicular use and connectivity, as well as access and compliance with requirements for emergency vehicles. The proposed plan offers internal sidewalks to serve pedestrians and bicyclists and allow users to connect to sidewalks along SR 100 to the south. The Master Planned Development Agreement requires the applicant to provide connectivity to Lehigh Trail to the north which is depicted on the master plan and which will be further identified with future phases on the preliminary plat.

E. Consolidation of utilities and facilities, including stormwater, parking, signage, etc.

Planning Staff Finding: The applicant will be responsible for onsite infrastructure including utilities, and the location of stormwater facilities. These will be reviewed in further detail with the Preliminary Plat. To meet parking requirements each residence is required to have a garage accommodating at least two vehicles. Signage will be reviewed and approved by separate permit; however, subdivisions are allowed an entrance monument sign which must be set back a minimum of 10 feet from the public right of way and be appropriately landscaped.

F. Public benefit from the project.

Planning Staff Finding: Construction of this project will assist in providing for numerous construction jobs over the next five years or so and the additional rooftops will encourage commercial services in southern Palm Coast. This project will provide more housing opportunities in Palm Coast.

ANALYSIS OF LAND DEVELOPMENT CODE, SECTION 2.05.05 DEVELOPMENT ORDER

Prior to approval of a Development Order for the Subdivision Master Plan, the proposed project must also be evaluated for conformance with the requirements of LDC Section 2.05.05, which provides criteria that must be met to issue approval. The proposed project has been evaluated against the review criteria as described in detail below.

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

Planning Staff Finding: The proposed development is not in conflict with nor contrary to the public interest, as the project will meet all applicable development standards within the Unified Land Development Code (LDC) and Comprehensive Plan (Comp Plan).

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

Planning Staff Finding: The request is consistent with the Comprehensive Plan (Comp Plan) and the Land Development Code. The following are a selection of subsections from the LDC, and goals, policies and objectives from the Comp Plan that the project supports:

Chapter 1, Future Land Use Element, Objective 1.3.1 – Ensure Adequate Public Facilities Concurrent with New Development. Require that public facilities, infrastructure, and services shall be provided concurrent with the impacts of new development. *(Potable water is available at the entrance to the subdivision, on the north side of S.R. 100. The sewer force main and water reuse lines will be extended from Old Kings Road by the developer.)*

Chapter 2, Transportation Element, Policy 2.2.1.2 Each new residential subdivision and all new residential developments of more than 50 dwelling units, or which use as access a street that is 2,500 feet or more in length shall provide a minimum of two external connections at least one of which connects to a public collector or arterial roadway, but both being directly connected to a public road; and

Chapter 5 of the Land Development Code, subsection 5.02.04. Connectivity and Interconnectivity. B; and Chapter 7 of the Land Development Code, subsection 7.04. Concurrency Review. A and B:

(Based on ITE Trip Generation 11th Edition, development of 750 residential lots generates as follow:

- 1) *Single-family detached housing will generate 660 PM peak hour trips.*
- 2) *Senior Adult housing detached will generate 214 PM peak hour trips.*

The applicant assessed the development based on traditional single family (single-family detached housing). All segments within the study areas are anticipated to operate at an acceptable level of service, meaning meeting our adopted level of service. The project, beginning with Phase 1 will have a main entrance off of SR 100 with a second emergency access onto SR 100. Future phases will provide another entrance on the northern portion of the subdivision off of Old Kings Road.) No improvements are contemplated at the Old Kings Road access point; however, access onto SR 100 will need a 405-foot right turn lane (westbound right turn) and a 605-foot offset left turn lane (eastbound left turn). The consultant projects that the entrance will meet the requirements for a traffic signal prior to build out. The warranting of a traffic signal and final configuration of the entrance is subject to the permitting process with the Florida Department of Transportation.)

Chapter 3, Housing Element, Goal 3.4 – Diversity in Housing. There shall be a variety of lot sizes and housing types to meet the needs of citizenry. *(Approval of the*

rezoning to MPD 1 will allow a minimum lot width of 40 feet and minimum lot area of 4,800 square feet (SF). The city has an abundance SFR-2 and SFR-3 zoned lots, which are a minimum of 60' and 80' in width and 7,500 to 10,000 SF in lot area. This project offers the option of constructing homes on smaller lots. The purchasers of the lots will have the option, within the regulations of the LDC architectural guidelines, of selecting the type of residence they wish to construct.)

Chapter 4, Provision of Adequate Public Recreation and Parks Facilities, Objective 4.1.1 – Recreation and Parks Level of Service. The City shall establish a Recreation and Parks Level of Service (LOS) of eight (8) acres per 1,000 persons. *(The Coquina Shores subdivision will meet the requirements for recreation by providing the required minimum of 14.4 acres of passive and active recreation facilities. They are meeting the LOS requirements with the construction of Phase 1 of the development and will exceed the requirements with future phases. The applicant will provide a connection to the Lehigh Trail as required in the Master Planned Development Agreement.)*

Chapter 4, Public Recreation and Open Space Element, Objective 4.3.2 – Open Space. Manage, preserve, and protect the natural resources within the City in order to maintain a natural and healthy balance between the environment and development; ensuring that lands are set aside in new developments for open space and that environmentally sensitive lands are protected *(A large portion of the site is preserved with a Conservation FLUM designation. The site contains 200 acres of preserved wetlands, and the site is thoughtfully designed around these natural features and around the historic and specimen trees on site. The applicant is preserving many of these trees and is designing the roadways and trails so the residents may enjoy these features.*

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

Planning Staff Findings: The proposed development will not impose a significant financial liability or hardship for the City. The infrastructure needed within the site, including stormwater facilities, roads, water, and sewer shall be provided at the sole cost of the owner/developer. Furthermore, the City will collect necessary impact fees, including Recreation, Fire, and Transportation at the time of issuance of building permits.

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

Planning Staff Finding: The proposed development poses no unreasonable hazard, or nuisance, nor does it constitute a threat to the general health, welfare, or safety of the City's inhabitants. All improvements will be newly constructed and/or developed in compliance with the LDC, Building Code, and other agency requirements.

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

Planning Staff Finding: The applicant has submitted or shall submit plans and permit applications as required to the various agencies having jurisdiction, and shall meet all requirements of applicable local, state and federal laws, statutes, ordinances, regulations and codes.

SUMMARY OF FINDINGS

After review and evaluation of the proposed project for conformance with the requirements of the LDC and Comprehensive Plan, staff finds that the proposed Subdivision Master Plan complies with all such requirements, for this stage of development, subject to the condition below, and informational comments to be addressed with the Preliminary Plat. Planning staff wants to emphasize that this is only a conceptual approval of the overall project and that the details of the development will be reviewed and finalized during the balance of the platting process.

Public Participation: As required by the Land Development Code, a neighborhood meeting was hosted by the applicant on November 14, 2022. Primary comments regarded the impacts of the proposed development on the Lehigh Trail. Since the neighborhood meeting was held during the FLUM amendment no additional meetings were required.

RECOMMENDATION

Staff recommends the Planning and Land Development Regulation Board determine this project is consistent with the Comprehensive Plan and Unified Land Development Code and approve the Subdivision Master Plan for Coquina Shores, Application No. 5429, subject to:

1. Applicant will provide the required recreational amenities with the preliminary plat submittal to meet the Level of Service for recreation and open space. 14.4 acres total are required; 9 acres of active (activity based) recreation and 5.4 acres of passive (resource based) recreation are required.

Informational comments to carry forward to the Preliminary Plat include:

Planning Project Manager:

Site Data (Development Summary) - Add percentage of site along with acreage for Sidewalks.

Landscape Architect:

Show street trees at 50 feet on center through public spaces.

As per "Coquina Shores Master Plan Development Agreement" add the following notes to all landscape plans:

1. Landscaped areas are to include pockets of preserved trees.
2. A master arborist certified by ISA (International Society of Arborists) is to assist engineer of record (EOR) with subdivision master plan and preliminary plat design process
3. The arborist shall work with EOR to adjust lot lines, modify building footprints, stormwater facilities and other improvements to save (preserve) the maximum number of historic and specimen trees practicable on the property.

Utility Department:

Fees, agreements and FDEP permits shall be completed prior to issuance of the Site Development permit. Water and Wastewater utility construction permits are issued by the Florida Department of Environmental Protection. The Utility provider must have ample system/plant capacity in reserve for the FDEP to issue a construction permit. During current times the utility customer growth is high and capacity reserves can become limited, please understand that until the time of permitting the city cannot reserve capacity for your project. It is the City Utilities goal to provide system capacity, but this goal is not assured. Please check with

the department if you would like to know the current capacity reserves.

Architectural Review:

1. Show full architectural information for any structures in public space areas and/or proposed amenity structures, walls, fences, etc. per LDC Chapter 13
2. If no such structures are proposed on plans, add note to that effect on the drawings.

Planning Environmental:

Please be sure to submit Cultural Resource Documents with preliminary plat.

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

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

CITY OF PALM COAST
DEVELOPMENT ORDER APPROVAL
COQUINA SHORES
SUBDIVISION MASTER PLAN TIER 2

On July 19, 2023, The City of Palm Coast issued this Development Order relating to and touching and concerning the following described property:

BEING A PART OF SECTION 4, PART OF FR'S PELLIECER GRANT (SECTION 39)
AND A PART OF MCDON'ELY BLACK GRANT (SECTION 40), TOWNSHIP 12 SOUTH, 31
RANGE EAST, FLAGLER COUNTY, FLORIDA.

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

FINDINGS OF FACT

Property Owner: JX PALM COAST LAND LLC
201 E LAS OLAS BOULEVARD, SUITE 1900
FORT LAUDERDALE, FL 33301

Project Name: COQUINA SHORES

Application: SUBDIVISION MASTER PLAN TIER 2

Project No.: 2023050019

Application No.: 5429

Requested Development Approval:

Subdivision Master Plan Approval

Parcel Nos: 40-12-31-0000-01010-0010, 04-12-31-0000-04030-0000 AND 39-12-31-0000-01010-0050

Acreage: 505.6

Zoning: MPD

Proposed Number of Lots/Units: 750

The Development Approval sought is consistent with the *City of Palm Coast Comprehensive*

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

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

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for Development Approval is **GRANTED**.
- (2) All development of the property shall fully comply with all of the codes and ordinances in effect in the City of Palm Coast at the time of issuance of a development order and/or development permit, including but not limited to, all impact fee ordinances.
- (3) The conditions upon this development approval and the commitment made as to this development approval, which have been accepted by and agreed to by the Owner of the property, are as follows:

Condition of Approval of the Planning and Land Development Regulation Board:

1. Applicant will provide the required recreational amenities with the preliminary plat submittal to meet the Level of Service for recreation and open space. 14.4 acres total are required; 9 acres of active (activity based) recreation and 5.4 acres of passive (resource based) recreation are required.

Informational comments to be addressed with the Preliminary Plat include:

Planning Project Manager:

Site Data (Development Summary) - Add percentage of site along with acreage for Sidewalks.

Landscape Architect:

Show street trees at 50 feet on center through public spaces.

As per "Coquina Shores Master Plan Development Agreement" add the following notes to all landscape plans:

1. Landscaped areas are to include pockets of preserved trees.
2. A master arborist certified by ISA (International Society of Arborists) is to assist engineer of record (EOR) with subdivision master plan and preliminary plat design process
3. The arborist shall work with EOR to adjust lot lines, modify building footprints, stormwater facilities and other improvements to save (preserve) the maximum number of historic and specimen trees practicable on the property.

Utility Department:

Fees, agreements and FDEP permits shall be completed prior to issuance of the Site Development permit. Water and Wastewater utility construction permits are issued by the

Florida Department of Environmental Protection. The Utility provider must have ample system/plant capacity in reserve for the FDEP to issue a construction permit. During current times the utility customer growth is high and capacity reserves can become limited, please understand that until the time of permitting the city cannot reserve capacity for your project. It is the City Utilities goal to provide system capacity, but this goal is not assured. Please check with the department if you would like to know the current capacity reserves.

Architectural Review:

1. Show full architectural information for any structures in public space areas and/or proposed amenity structures, walls, fences, etc. per LDC Chapter 13
2. If no such structures are proposed on plans, add note to that effect on the drawings.

Planning Environmental:

Please be sure to submit Cultural Resource Documents with preliminary plat.

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

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

Done and Ordered on the date first written above.

As approved and authorized for execution by the City of Palm Coast Planning and Land Development Regulation Board on July 19, 2023.

Attest:

CITY OF PALM COAST, FLORIDA

Irene Schaefer, Recording Clerk

Clint Smith, Chairperson

Sign and Record

Development Order Affidavit

OWNER'S CONSENT AND COVENANT:

Project Name: COQUINA SHORES
Project No.: 2023050019
Application Type: Subdivision Master Plan Tier 2
Application No.: 5429

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

JX PALM COAST LAND LLC
201 E LAS OLAS BOULEVARD, SUITE 1900
FORT LAUDERDALE, FL 33301

Authorized Signer

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

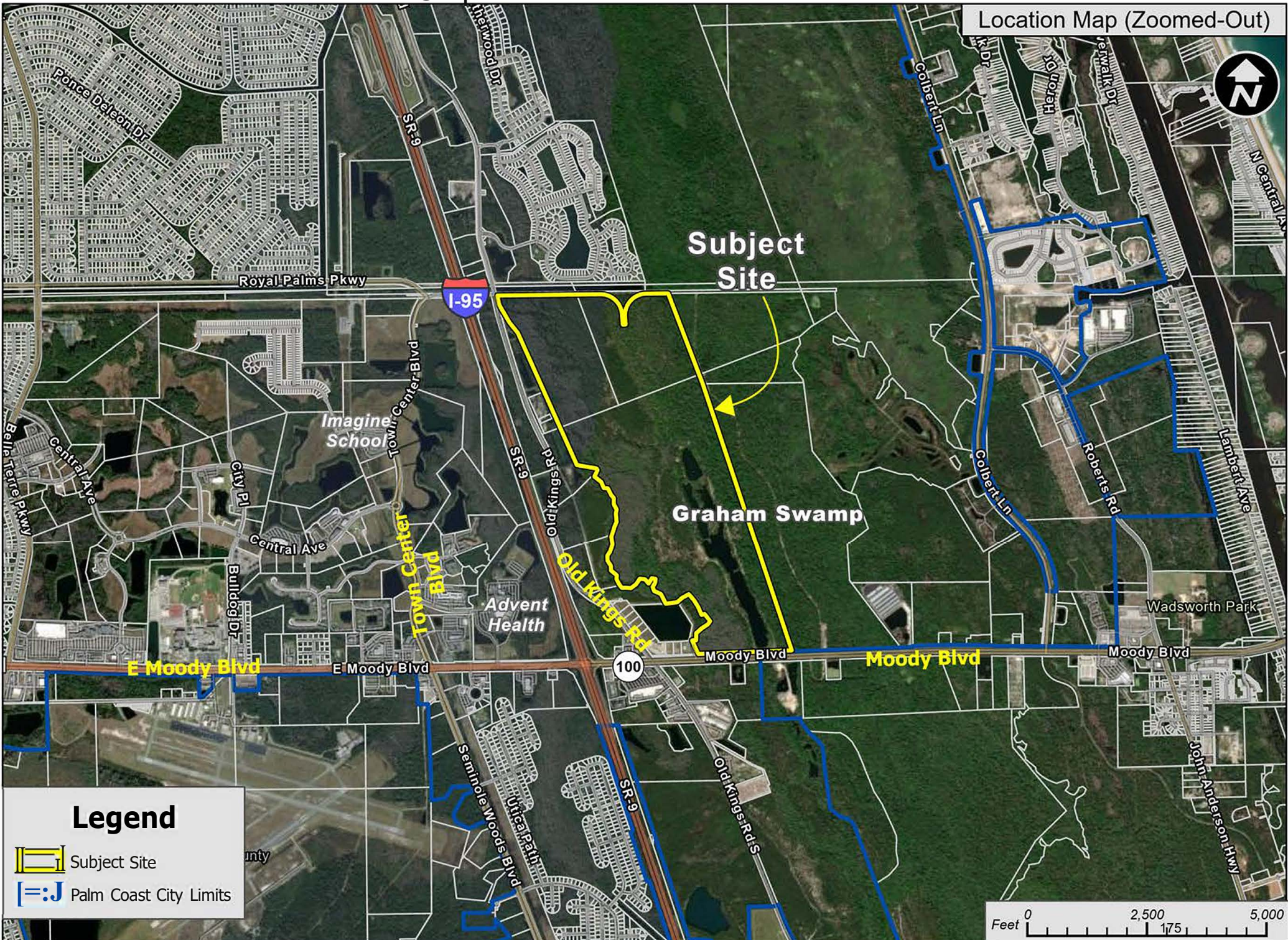
The foregoing instrument was acknowledged before me, by means of _ physical presence or _ online notarization, this ____ day of _____, 2023, by _____ of JX PALM COAST LAND LLC who is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.



Notary Public

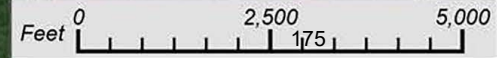
Coquina Shores Aerial Distant

Location Map (Zoomed-Out)



Legend

-  Subject Site
-  Palm Coast City Limits



Coquina Shores Aerial Close-up

Location Map (Zoomed-In)



Subject Site



Old Kings Rd


Old Kings Rd

Old Kings Rd

Graham Swamp

AdventHealth
Palm Coast

Legend

 Subject Site

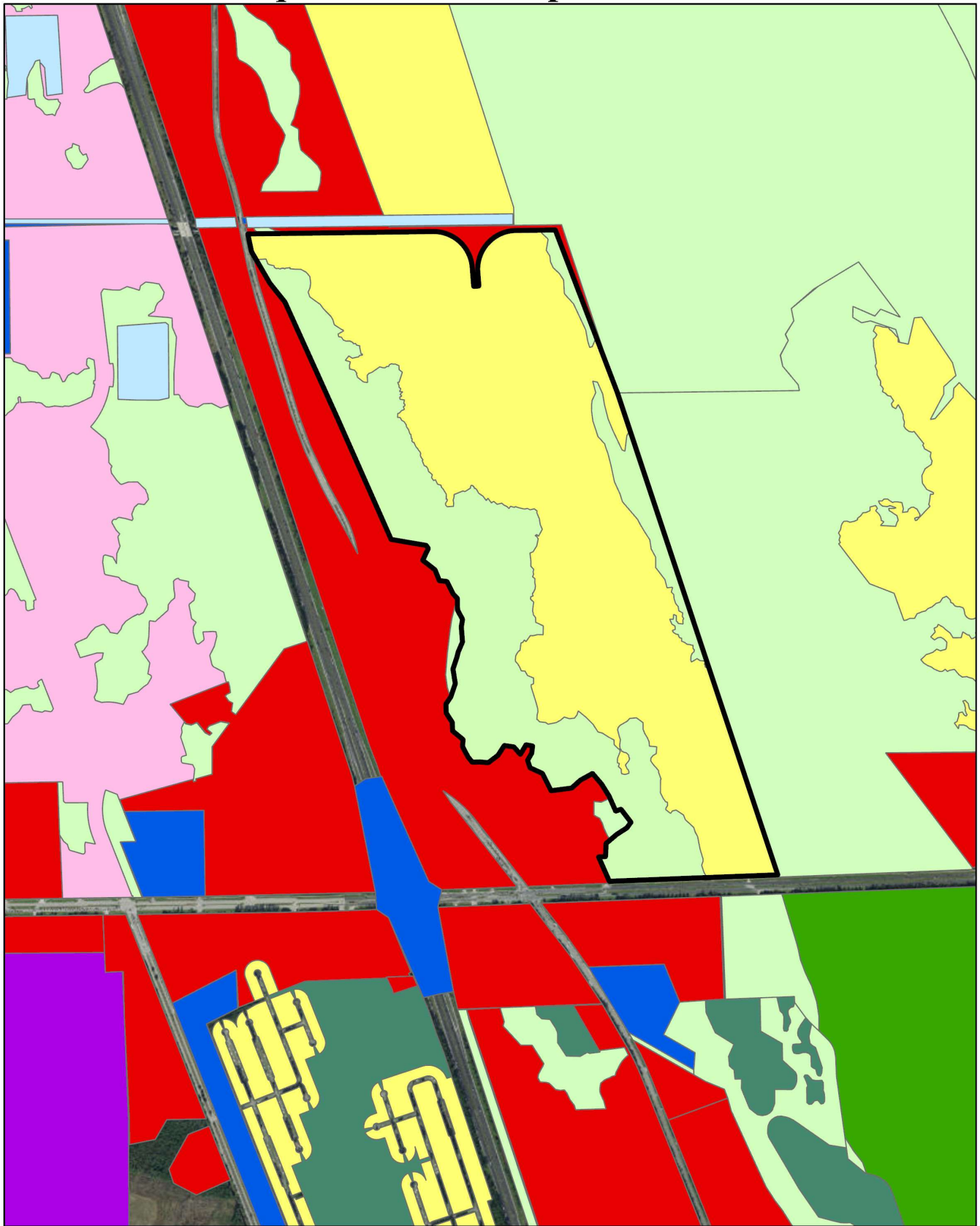


100

E Moody Blvd

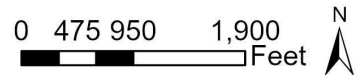
Moody Blvd

Coquina Shores-Proposed FLUM

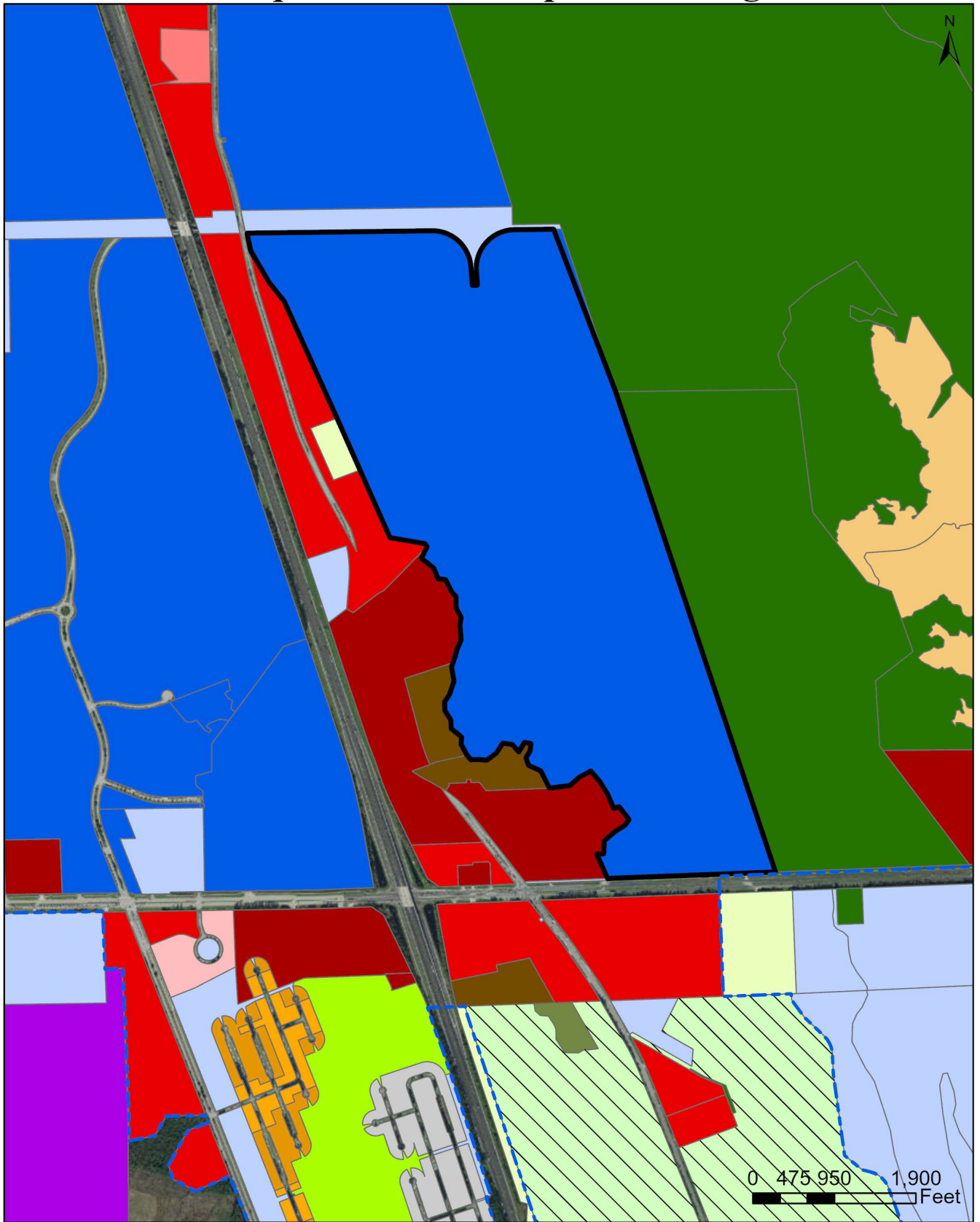


Legend

- | | | | |
|----------------|----------------|-------------|-----------|
| Coquina Shores | DRI-Urban Core | Mixed Use | COMM-HIGH |
| PC FLUM | Greenbelt | Residential | CONS |
| Canals | Institutional | FC FLUM | IND |
| Conservation | | AG-TIMBER | |



Coquina Shores-Proposed Zoning



Legend

- | | | | | | | |
|------------------------|-------|-------|-------|-------|-----------|-----|
| Palm Coast City Limits | AGR | EST-1 | OFC-2 | SFR-1 | FC Zoning | PUD |
| Coquina Shores | COM-2 | MFR-2 | P&G | SFR-2 | AC | |
| PC Zoning | COM-3 | MPD | PRS | SFR-3 | CN | |
| AC | DPX | OFC-1 | PSP | | I | |

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED. REFER TO SIGNATURE PAGE FOR REGISTERED PROFESSIONAL(S) AND DATE SEALED ADJACENT TO THE SEAL.
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DEVELOPMENT SUMMARY	
1. DEVELOPMENT	
OVERALL SINGLE FAMILY RESIDENTIAL MAXIMUM UNITS PER FLUM AMENDMENT	= 750
PHASE I SINGLE FAMILY RESIDENTIAL UNITS:	233
AREA SUMMARY:	
TOTAL SITE AREA	= 505.6 AC±
PHASE I PROJECT AREA	= 283.84 AC±
ZONING	MPD
FUTURE LAND USE (FLUM) = RESIDENTIAL & CONSERVATION	
DENSITY = 750 UNITS / 505.6 AC±	= 1.48 UNITS/AC±
4. STANDARD LOT AND SETBACKS:	
MINIMUM LOT AREA	= 4,800 SF
MINIMUM FRONT SETBACK	= 40 FT.
MINIMUM REAR SETBACK	= 20 FT.
MINIMUM REAR STREET SETBACK	= 10 FT.
MINIMUM REAR STREET SETBACK	= 15 FT.
MINIMUM SIDE SETBACK	= 5 FT.
MINIMUM SIDE STREET SETBACK	= 15 FT.
AVERAGE UPLAND BUFFER WIDTH	
ADJACENT TO OPTIMAL WETLANDS (SEE PLAN) = 50 FT.	
AVERAGE UPLAND BUFFER WIDTH	
ADJACENT TO MODERATE WETLANDS (SEE PLAN) = 25 FT.	
5. PROJECT IDENTIFICATION SIGNAGE AND MONUMENTATION SHALL COMPLY WITH THE MDP.	
6. PARCEL NO. (EACH PARCEL IS ASSOCIATED WITH PHASE I)	
04-12-31-0000-04030-0000	
39-12-31-0000-01010-0050	
40-12-31-0000-01010-0010	
7. PROJECT IS LOCATED IN ZONE X, PER FEMA MAP NO. 12035C0230E & 12035C0231E, DATED: JUNE 6, 2018	
POPULATION = 750 X 2.4 X 8 / 1000 = 14.4 ACRES±	
8. RECREATIONAL REQUIREMENTS 8 ACRES PER 1000	
RECREATION PROVIDED = 14.4 ACRES MIN.	

LEGEND	
[Symbol]	JURISDICTIONAL WETLANDS
[Symbol]	UPLAND BUFFERS
[Symbol]	WETLAND IMPACTS
[Symbol]	TREE PRESERVATION
[Symbol]	PARKS / OPEN SPACE
[Symbol]	PROJECT BOUNDARY
[Symbol]	JURISDICTIONAL WETLAND LINE
[Symbol]	PROPOSED SIDEWALK
[Symbol]	WETLAND IMPACT NO.
[Symbol]	PROJECT SIGNAGE (OPTIONAL) (GENERAL LOCATION)

SITE BREAKDOWN SUMMARY	
1. PERVIOUS AREA	
OPEN SPACE	= 106.4 ± AC
AMENITY / RECREATION AREAS (15%)	= 3.6 ± AC
LOT PERVIOUS AREA (35%)	= 42.5 ± AC
UPLAND BUFFER	= 25 ± AC
WETLANDS	= 200 ± AC
TOTAL PERVIOUS AREA (74.7%)	= 377.6 ± AC
2. IMPERVIOUS AREA	
PAVED ROADS	= 20.0 ± AC
SIDEWALKS	= 9.0 ± AC
LOTS IMPERVIOUS RATIO (65%)	= 78.9 ± AC
AMENITY / RECREATION AREAS (65%)	= 20.2 ± AC
TOTAL IMPERVIOUS AREA (25.3%)	= 128.1 ± AC
3. TOTAL SITE AREA	= 505.6 ± AC

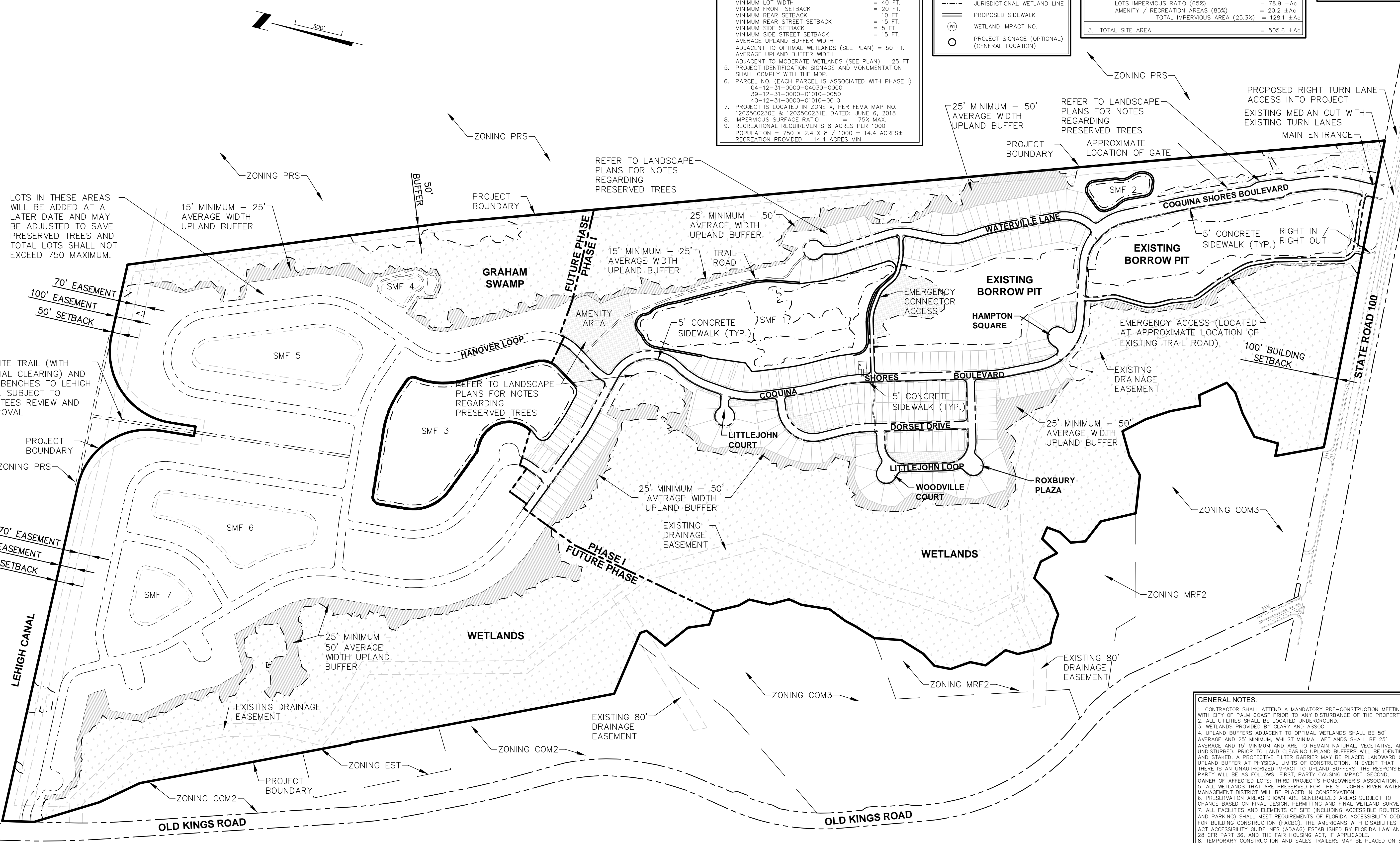
CITY APPROVAL STAMP

PLANS PREPARED UNDER THE DIRECTION OF:
 SCOTT JORDAN LOCKWOOD, P.E.
 P.E. NUMBER: 68426

REVISIONS:
 6-12-23 REVISED PER CITY COMMENTS
 ETM NO. 22-488
 DRAWN BY: D. Sims
 DESIGNED BY: D. Sims
 CHECKED BY: S. Lockwood
 DATE: April 25, 2023

ETM
 VISION • EXPERIENCE • RESULTS
 England-Thims & Miller, Inc.
 14775 Old St. Augustine Road
 Jacksonville, FL 32258
 TEL: (904) 645-8890
 FAX: (904) 645-9485
 REG. 2584 LC 0000016

MASTER SITE PLAN
COQUINA SHORES FOR JX PALM COAST LAND, LLC
 DRAWING NUMBER
2



GENERAL NOTES:
 1. CONTRACTOR SHALL ATTEND A MANDATORY PRE-CONSTRUCTION MEETING WITH CITY OF PALM COAST PRIOR TO ANY DISTURBANCE OF THE PROPERTY.
 2. ALL UTILITIES SHALL BE LOCATED UNDERGROUND.
 3. WETLANDS PROVIDED BY CLARY AND ASSOC.
 4. UPLAND BUFFERS ADJACENT TO OPTIMAL WETLANDS SHALL BE 50' AVERAGE AND 25' MINIMUM, WHILEST MINIMAL WETLANDS SHALL BE 25' AVERAGE AND 15' MINIMUM AND ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED. PRIOR TO LAND CLEARING UPLAND BUFFERS WILL BE IDENTIFIED AND STAKED. A PROTECTIVE FILTER BARRIER MAY BE PLACED LANDWARD OF UPLAND BUFFER AT PHYSICAL LIMITS OF CONSTRUCTION. IN EVENT THAT THERE IS AN UNAUTHORIZED IMPACT TO UPLAND BUFFERS, THE RESPONSIBLE PARTY WILL BE AS FOLLOWS: FIRST, PARTY CAUSING IMPACT. SECOND, OWNER OF AFFECTED LOTS. THIRD PROJECT'S HOMEOWNER'S ASSOCIATION.
 5. ALL WETLANDS THAT ARE PRESERVED FOR THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT WILL BE PLACED IN CONSERVATION.
 6. PRESERVATION AREAS SHOWN ARE GENERALIZED AREAS SUBJECT TO CHANGE BASED ON FINAL DESIGN, PERMITTING AND FINAL WETLAND SURVEYS.
 7. ALL FACILITIES AND ELEMENTS OF SITE (INCLUDING ACCESSIBLE ROUTES AND PARKING) SHALL MEET REQUIREMENTS OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC), THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) ESTABLISHED BY FLORIDA LAW AND 28 CFR PART 36, AND THE FAIR HOUSING ACT, IF APPLICABLE.
 8. TEMPORARY CONSTRUCTION AND SALES TRAILERS MAY BE PLACED ON SITE AND THE LOCATION MAY CHANGE DURING DEVELOPMENT. CONSTRUCTION AND SALES TRAILERS MAY NOT BE PLACED WITHIN REQUIRED BUFFERS.
 9. CONSTRUCTION TRAILERS WILL BE REMOVED WITHIN 30 DAYS OF THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR ALL HOMES IN A CONSTRUCTION PHASE. SALES TRAILERS OR MODEL CENTERS MAY REMAIN ON SITE UNTIL BUILD OUT AND WILL BE REMOVED WITHIN 30 DAYS OF THE FINAL CERTIFICATE OF OCCUPANCY.
 10. ON-SITE AIR BURNING LOCATION TO BE DETERMINED IN FIELD.

BUS STOP:
 PER THE OWNER'S REQUEST, THE PROPOSED SITE IS PROPOSED TO BE AGE RESTRICTED BASED ON COVENANTS AND RESTRICTIONS. HOWEVER, THE BUS STOP WILL BE ADDED AND COORDINATED WITH THE SCHOOL BOARD, IF THE PROJECT IS NOT AGE RESTRICTED.



City of PALM COAST

GENERAL - APPLICATION

DATE 05/02/2023

APPLICATION TYPE SUBDIVISION MASTER PLAN RESIDENTIAL >100

PROJECT NAME		Coquina Shores - Phase I			
LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS)		80.92 ACRES - ELY 1820' LYING SOUTH OF LEHIGH RAILROAD			
PROPERTY APPRAISER'S PARCEL NUMBER		40-12-31-0000-01010-0010			
LEGAL DESCRIPTION		87.67 AC ELY 1820 LYING SOUTH OF LEHIGH RR, OR 551 PG 594 OR 554 PG 1292-CD OR 616 PG 360 OR 616 PG 1332 OR 879 PG 1428 OR 1027/212 OR 1829/1017			
SUBDIVISION NAME					
SECTION	40	BLOCK	01010	LOT	0010
PROPERTY ACRES	283.7701	PROPERTY SQ FT	12361027		
FUTURE LAND USE MAP DESIGNATION		EXISTING ZONE DISTRICT	AC		
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER		MAP PANEL DATE			
FLOOD ZONE					
PRESENT USE OF PROPERTY	AGRICULTURAL				
DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)					
Single Family Residential Subdivision with 233 Units					
PROPOSED NUMBER OF LOTS	233	IS THERE EXISTING MORTGAGE?	No		



City of PALM COAST

OWNER	APPLICANT / AGENT
Name: JX PALM COAST LAND LLC	Name: BLAZ KOVACIC
Mailing Address: SUITE 1900 201 E LAS OLAS BOULEVARD FORT LAUDERDALE, FL 33301	Mailing Address: 201 EAST LAS OLAS BOULEVARD, SUITE 1900 FORT LAUDERDALE, FL 33301
Phone Number: (954) 940-4000	Phone Number: (954) 940-4000
E-mail Address: BKOVACIC@BBXCAPITAL.COM	E-mail Address: LOCKWOODS@ETMINC.COM
MORTGAGE HOLDER	ENGINEER OR PROFESSIONAL
Name: N/A	Name: SCOTT LOCKWOOD, P.E.
Mailing Address:	Mailing Address: 14775 OLD ST. AUGUSTINE ROAD JACKSONVILLE, FL 32258
Phone Number:	Phone Number: (904) 265-3163
E-mail Address:	E-mail Address: LOCKWOODS@ETMINC.COM
ARCHITECT	TRAFFIC ENGINEER
Name:	Name: JEFF CRAMMOND, P.E.
Mailing Address:	Mailing Address: 14775 OLD ST. AUGUSTINE ROAD JACKSONVILLE, FL 32258
Phone Number:	Phone Number: (904) 642-8990
E-mail Address:	E-mail Address: CRAMMONDJ@ETMINC.COM
SURVEYOR	LANDSCAPE ARCHITECT
Name: JEFF STIENLE, PSM	Name: MIKE MILLER, PLA
Mailing Address: 3830 CROWN POINT ROAD JACKSONVILLE, FL 32257	Mailing Address: 1411 EDGEWATER DRIVE, SUITE 200 FL 32804
Phone Number: (904) 260-2703	Phone Number: (407) 459-8213
E-mail Address: JSTEINLE@CLARYASSOC.COM	E-mail Address: MILLERM@ETMINC.COM
ATTORNEY	
Name: JAY W. LIVINGSTON, ESQ.	
Mailing Address: 391 PALM COAST PARKWAY, SUITE 1 PALM COAST, FL 32137	
Phone Number: (386) 439-2945	
E-mail Address: JAY.LIVINGSTON314@GMAIL.COM	

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

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

Signature of Property Owner or Applicant

SCOTT LOCKWOOD