

After Recording Return to:

City of Palm Coast Clerk  
160 Lake Avenue  
Palm Coast, Florida 32164

**MASTER PLANNED DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF PALM COAST AND  
RAYDIENT PALM COAST LLC  
WESTWARD EXPANSION  
[May 4, 2026]**

**THIS MASTER PLANNED DEVELOPMENT AGREEMENT**, (“Development Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, and **RAYDIENT PALM COAST LLC**, a Delaware limited liability company, (“Raydient” or “Landowner”) whose address is One Rayonier Way, Wildlight, Florida, 32097.

**RECITALS**

**WHEREAS**, the real property subject to the Master Planned Development (“MPD”) rezoning and this Development Agreement is approximately 20,214 acres located generally west of U.S. 1 and north of Espanola as more particularly described in **Exhibit “A”** (the “Property”) and depicted on the MPD conceptual master plan attached hereto as **Exhibit “B”** (the “MPD Master Plan”); and

**WHEREAS**, for purposes of this Development Agreement the terms “Raydient” and “Landowner” shall be used interchangeably and shall include Raydient’s successors and assigns; and

**WHEREAS**, Landowner filed an application for rezoning of the Property to MPD and this Development Agreement on March 23, 2026; and

**WHEREAS**, the Landowner filed an annexation petition with the City to annex the portion of the Property located within Flagler County, Florida, (the “County”) as of March 2026 into the City

and said annexation has been reviewed pursuant to state law by the City and approved by the City prior to the approval of this MPD rezoning and Development Agreement; and

**WHEREAS**, the MPD rezoning and this Development Agreement necessitate an amendment to the City's 2050 Comprehensive Plan ("Comprehensive Plan") to designate the Property as Master Planned Mixed Use ("MPMU") on the Future Land Use Map and said amendment has been reviewed and approved by the City pursuant to Chapter 163, Part II, Florida Statutes, prior to the approval of this MPD rezoning and Development Agreement; and

**WHEREAS**, development of the Property is subject to the Comprehensive Plan, including Future Land Use Element Goal 1.7 and related Objectives and Policies which provide MPMU development parameters for the Property (the "MPMU Comp Plan Provisions"); and

**WHEREAS**, portions of the Property were subject to the Old Brick Township Development of Regional Impact Development Order approved by City Resolution 2010-114, as amended by Resolution 2011-56, and the Neoga Lakes Development of Regional Impact Development Order approved pursuant to City Resolution 2010-138 and the City Council contemporaneously with this MPD and Development Agreement abandoned these prior development orders and they have no further force or effect; and

**WHEREAS**, the approval by the City Council of the City of Palm Coast ("City Council") of this MPD rezoning and Development Agreement shall rezone the Property to this MPD, subject the Property to this Development Agreement and terminate and supersede the Conceptual Master Plan Development Agreement recorded at Official Records Book 1856, Page 957, of the public records of the County applicable to a portion of the Property; and

**WHEREAS**, the Landowner requests approval for an MPD and this Development Agreement to allow a mix of uses as set forth herein to be developed and located on the Property subject to the development conditions set forth in this Development Agreement; and

**WHEREAS**, the Landowner intends to mitigate for public facilities impacts necessitated from the proposed residential and nonresidential development of the Property as set forth in this Development Agreement and consistent with state law; and

**WHEREAS**, the Landowner is in voluntary agreement with the development conditions hereinafter recited, and has agreed voluntarily to its imposition as a condition to development of the Property; and

**WHEREAS**, a noticed neighborhood meeting for the MPD, this Development Agreement and associated land use applications (e.g. annexation, Comprehensive Plan amendment) was held on April 22, 2026, consistent with the City of Palm Coast Unified Land Development Code (the “LDC”); and

**WHEREAS**, the City Planning and Land Development Regulation Board (the “PLDR Board”), sitting as the local planning agency, conducted a public hearing duly noticed on \_\_\_\_\_, 2026, afforded the public and all affected parties an opportunity to be heard and present evidence and found that the MPD rezoning and this Development Agreement are consistent with the Comprehensive Plan, the Code of Ordinances, City of Palm Coast, Florida, (“Code of Ordinances”) and the LDC and that the conditions and terms set forth herein are necessary for the protection of the public health, safety and welfare of the citizens of the City and recommended approval of the MPD rezoning and this Development Agreement; and

**WHEREAS**, the City Council conducted a public hearing duly noticed, constituted and assembled on \_\_\_\_\_, 2026 and on \_\_\_\_\_, 2026 and considered at the public hearings the proposed MPD rezoning and this Development Agreement, the report and

recommendations from the City staff, comments made before the PLDR Board, and afforded the public and all affected parties an opportunity to be heard and present evidence; and

**WHEREAS**, the City Council finds that the MPD rezoning and this Development Agreement are consistent with the Comprehensive Plan, the Code of Ordinances and the LDC and that the conditions and terms set forth herein are necessary for the protection of the public health, safety and welfare of the citizens of the City; and

**WHEREAS**, the City Council has determined that the proposed mix of uses, including those permitted within the Regional Activity Center and Employment Center Sub-Areas (defined herein), are a recognizable and material economic benefit to City residents and such benefit would not be achieved without the collaboration of the parties and this Development Agreement; and

**WHEREAS**, the Landowner is proposing an approximately 8,533 acre Greenway Overlay which will serve as a critical tool for providing ecological connectivity and recreational opportunities compatible with surrounding natural resources within and adjacent to the Property and the City Council finds that such Greenway Overlay is a substantial benefit to the City from an ecological, recreational and economic standpoint and such benefit far exceeds any similar development conditions in the LDC and is unlikely without this MPD and Development Agreement; 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 Charter; other controlling law; and the City's police powers; and

**WHEREAS**, this is a statutory Development Agreement subject to and enacted pursuant to the provisions of Sections 163.3220 – 163.3243, Florida Statutes, (the "DA Act").

**NOW, THEREFORE**, it is hereby resolved and agreed by and between the City and the Landowner that the Landowner's application for an MPD rezoning, including this Development Agreement, is approved subject to the terms and conditions herein.

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**SECTION 1. RECITALS/FINDINGS OF FACTS AND CONCLUSIONS OF LAW.**

(a). Recitals. The above recitals are true and correct and are incorporated herein by this reference and form a material part of this Development Agreement upon which the City and the Landowner have relied.

(b). Findings of Facts and Conclusions of Law. The City Council hereby makes the following findings of facts and conclusions of law:

- (i). This MPD rezoning and Development Agreement are consistent with the Comprehensive Plan, including the MPMU Comp Plan Provisions and the MPMU future land use map category, and furthers the goals and objectives of the Comprehensive Plan.
- (ii). This MPD rezoning and Development Agreement are consistent with the general intent of the Codes of Ordinances and the LDC.
- (iii). This MPD rezoning and Development Agreement supports the City's economic sustainability and long-term planning goals and as such is not in conflict with or contrary to the public interest.
- (iv). This MPD rezoning and Development Agreement do not create an unreasonable hazard, nuisance or constitute a threat to the general health, welfare or safety of the City's inhabitants.
- (v). The MPD rezoning and this Development Agreement do not impose a significant financial liability or hardship for the City.

**SECTION 2. REPRESENTATIONS OF LANDOWNER.**

(a). The Landowner hereby represents and warrants to the City that as of the Effective Date (as defined below) it is the owner of the majority of the Property per the Corrective Special Warranty

Deed recorded at Official Records Book 2854, Page 896 of the public records of the County. The City hereby represents and warrants that as of the Effective Date it is the owner of certain well sites within the Property per the Corrective Special Warranty Deed recorded at Official Records Book 1783, Page 1235, the Special Warranty Deed recorded at Official Records Book 1765, Page 1800 and the Warranty Deed recorded at Official Records Book 566, Page 857 all of the public records of the County (the “City Lands”). For purposes of this Development Agreement and the MPD rezoning, the Landowner is the City’s authorized agent as to the City Lands.

(b). The Landowner represents and warrants to the City that it has the power and authority to enter into and agree to 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, each as the case may be; that this Development Agreement and the proposed performance of this Development Agreement by the Landowner 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 and interest, as set forth herein.

(c). The Landowner and the City acknowledge that there are no joinders and consents required for this Development Agreement.

**SECTION 3. APPROVAL OF MASTER PLANNED DEVELOPMENT/DEFINITIONS.**

(a). The City Council at its regular meeting on \_\_\_\_\_, 2026, approved an MPD rezoning for the Property subject to the terms and conditions of this Development Agreement, which includes the MPD Master Plan. Each exhibit referred to and attached to this Development Agreement is an essential part of this Development Agreement. The exhibits shall be treated as if they are part of this Development Agreement, including any reference to the Development Agreement herein. In the

event of a conflict between the terms of this Development Agreement and any exhibit the provisions of this Development Agreement shall prevail.

(b). For purposes of this Development Agreement, definitions of terms applicable to the Property shall be as set forth in MPMU Comp Plan Provisions Objective 1.7.3 and Policy 1.7.3.1.

**SECTION 4. DEVELOPMENT PLAN REVIEW PROCESS.**

(a). Overview. Notwithstanding any Code of Ordinances, the LDC, City Technical Review Manual/Technical Standards Manual (“Technical Manual”) provision or other City regulation, law or policy to the contrary, the development plan review process applicable to the Property is as set forth in this Section 4 or as otherwise provided in this Development Agreement. The MPD Master Plan attached as **Exhibit “B”** satisfies the requirements for a master planned development site plan, subdivision master plan, nonresidential controlling master site plan/development, large scale commercial center and any other applicable site plan or approval in the LDC including LDC Section 2.10 and no such plan shall be required to be submitted for any portion of the Property provided the development plan review process as set forth herein is adhered to by the applicable developer/builder. As part of the review and approval by the City of the MPD rezoning and this Development Agreement, the review criteria in LDC Section 2.10.04 were considered and deemed satisfied by the MPD Master Plan. The development plan review process set forth in this Section 4 applies to residential and nonresidential development of the Property (or portion thereof) at the development densities and intensities set forth in Section 8 and does not apply to any land management, agricultural, silvicultural or other similar uses as set forth herein.

(b). Substantial Compliance.

(i). Prior to technical site plan approval for any portion of residential or nonresidential development within the Property (or portion thereof) at the

densities or intensities set forth herein, a developer and/or builder within the Property shall submit to the City Land Use Administrator (“LUA”) an application for Substantial Compliance with this MPD (“Substantial Compliance”). The purpose of a Substantial Compliance application is to ensure the applicable portion of development is consistent with the MPMU Comp Plan Provisions and this Development Agreement, including the MPD Master Plan.

(ii). The Substantial Compliance application shall consist of a City General Application as provided for in Article VIII of the Technical Manual and a site plan drawn to a legible even scale that describes and/or depicts (as applicable), the proposed:

- a. Project name;
- b. Project boundary;
- c. Project data table to include (as applicable):
  - i. Total project area,
  - ii. Number of residential lots/dwelling units,
  - iii. Building area (sq. ft.),
  - iv. Wetland conservation (acreage),
  - v. Upland buffer (acreage),
  - vi. Other upland conservation (acreage),
  - vii. Active recreation (acreage),
  - viii. Open space (acreage),
  - ix. Greenway Overlay, defined herein, (acreage),
  - x. Lot coverage by building, and/or

- xi. Impervious surface area;
- d. Nonresidential and multi-family buildings or lot layouts for single family residential units;
- e. Connection points to streets external to the project and internal project vehicular and pedestrian circulation system;
- f. Location of roads, trails, buffers, areas proposed to be subject to a conservation easement(s) and the Greenway Overlay or portions thereof;
- g. Community form design and dimensional standards per Table 5, Lot and Site Development Standards, (below) for the proposed uses;
- h. Sign types and general location;
- i. Proposed stormwater facility location(s); and/or
- j. Recreation and open space.

The Substantial Compliance application will also include a location map depicting the project in relation to the overall Property. A legal description and/or sketch of the portion of the Property subject to the Substantial Compliance application must be submitted with the application. A boundary survey, title opinion (or other similar document) and call outs around the perimeter, lots or any portion of the Property subject to the application are not required at this stage in the development plan review process.

- (iii). The LUA shall designate a planner within the City Community Development Department Planning and Zoning Division to review and approve Substantial Compliance applications, and to the extent feasible such planner shall be the

same planner for each Substantial Compliance application. The planner's review of a Substantial Compliance application shall be limited to consistency with the Comp Plan MPMU Regulations and this Development Agreement.

- (iv). Within thirty (30) days of receipt of a Substantial Compliance application, the LUA shall in writing approve, approve with conditions, or provide written review comments and/or request additional information from the applicant. An applicant may file a revised Substantial Compliance application with the LUA subsequent to receiving review comments and/or requests for additional information from the LUA and request a meeting with the LUA. The LUA must meet with the applicant to go over any comments and/or requests for additional information within five (5) days of resubmittal and applicant request and approve or approve with conditions the application within fourteen (14) days of the resubmittal. In no event shall the LUA's review and approval, approval with conditions or denial occur later than sixty (60) days from the date of initial submittal of a Substantial Compliance application. The time periods for a Substantial Compliance application may be waived in writing by the applicant. A Substantial Compliance approval or approval with conditions shall be valid until the applicant terminates it. Any denial shall specifically state in writing the reasons for denial. An applicant may file a revised Substantial Compliance application subsequent to a denial at any time after the LUA's written denial determination is provided to the applicant and said application shall be considered a new application. If an applicant decides to appeal the LUA's

written decision of a Substantial Compliance application, such appeal shall be a de novo review and follow the provisions in LDC Section 2.16.

(c). Technical Site Plan.

- (i). Notwithstanding anything in the Code of Ordinances, LDC or Technical Manual, including but not limited to LDC Section 2.11, to the contrary, subsequent to approval or approval with conditions by the LUA of a Substantial Compliance application, an applicant will submit a technical site plan (a/k/a construction plan) application to the LUA consistent with this Section 4. There is no required time period in which to submit a technical site plan application once the Substantial Compliance application is approved or approved with conditions. A technical site plan application may be submitted for all or a portion of the Property subject to an approved or approved with conditions Substantial Compliance application. Notwithstanding anything herein to the contrary, an applicant may submit to the LUA a Substantial Compliance application and technical site plan application at the same time and the LUA shall process the applications simultaneously; however the technical site plan shall not be approved, approved with conditions or denied until the LUA approves or approves with conditions the Substantial Compliance application as set forth herein.
- (ii). The technical site plan application shall consist of a General Application as provided for in Section VIII of the Technical Manual and the applicable requirements set forth in the Technical Site Plan Application Submittal Checklist included in Section 11 of Section VIII in the Technical Manual,

except for Items A. (Application), I. (Architectural Plans), Q. (Traffic Study or Statement), V. (Neighborhood Meeting Documentation) and as otherwise agreed to by the parties. The technical site plan application shall also include written approval (e.g. letter, email) from the applicable Entity (defined below) that the residential and/or nonresidential development subject to the technical site plan application is consistent with the applicable Property (or portion thereof) private architectural standards. If the Substantial Compliance application was approved with conditions by the LUA, the technical site plan application shall demonstrate compliance with any applicable condition(s).

- (iii). Upon submitting a technical site plan application to the LUA for residential or nonresidential development within the applicable Development Parcel at the densities and intensities set forth herein, the LUA shall have twenty-one (21) days to review the application and issue comments to the applicant. The applicant will respond to any comments and then resubmit the technical site plan application to the LUA. The LUA will then have fourteen (14) days to review the application and issue comments or approve or approve with conditions the application. If the LUA issues comments, then the applicant will respond to the comments and resubmit the technical site plan application. Prior to the LUA providing comments on the applicant's third submittal, the LUA must meet with the applicant to discuss any remaining comments within five (5) days of the resubmittal. The LUA shall then issue final comments or approve or approve with conditions the application within fourteen (14) days of the third submittal. In no event shall the LUA's review and approval, approval with

conditions or denial occur later than ninety (90) days from the initial submittal of a technical site plan. The technical site plan will remain valid until the applicant terminates it. The timeframes provided for in this Subsection may be waived in writing by the applicant. An applicant may file a revised technical site plan application subsequent to a denial at any time after the LUA's written denial determination is provided to the applicant and said filing shall be considered a new application. If an applicant decides to appeal the LUA's written decision of a technical site plan, such appeal shall be de novo review and follow the provisions in LDC Section 2.16.

- (iv). Notwithstanding the technical site plan process outlined herein, an applicant may submit to the LUA prior to technical site plan approval engineering plans to allow for early clearing and grading of a Development Parcel or portion thereof as set forth in Section 11 below.
- (v). Per LDC Section 9.01.04(K), a technical site plan may depict the phased development of a Development Parcel. This LDC Section does not apply to the development phasing provided in Section 8 below.

(d). Platting.

- (i). A plat application is required for residential development purposes to subdivide land into three (3) or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land within the Property including the establishment of new streets and alleys, additions, and resubdivisions, except that nonresidential development is not required to be platted within the Property. An applicant may

(but is not required) to process nonstatutory plats as set forth in LDC Section 2.08.

- (ii). No later than issuance by the City of the residential or nonresidential building permit for development that triggers the platting condition herein, a plat shall be approved by the LUA. An applicant (at its sole discretion) may submit a plat contemporaneously with submittal of the applicable technical site plan or at any time prior to the issuance of a building permit as set forth herein. The items to be provided for plat submittal shall be as set forth in the “Subdivision Final Plat Application Submittal Checklist” in Section VIII of the Technical Manual or as otherwise agreed to by the parties. A preliminary plat is not required to be submitted for any development within the Property.
- (iii). The LUA shall review and approve a plat pursuant to and within the same time periods as set forth in Subsection 4(c)(iii) above for a technical site plan. The LUA shall approve any plat within the Property consistent with Section 177.071, Florida Statutes, provided the final plat meets the platting requirements set forth herein and in Chapter 177, Part I, Florida Statutes. Upon final plat approval, the LUA will provide written notice of the approval to the applicant, and the applicant will then provide the LUA with the required recording fees and the final plat in Mylar form for the LUA to record the plat in the County public records consistent with state law. The LUA must provide a copy of the recorded plat to the applicant and the City Clerk.
- (e). City Meetings/Hearings. No hearing, neighborhood meeting or other City public meeting is required for any portion of the development plan review process set forth in this Section 4

and this Development Agreement as the requisite hearings and meetings occurred as part of the City approval of the MPD rezoning and this Development Agreement.

(f). Landowner Consent. Any application for Substantial Compliance, technical site plan (including engineering plans for early clearing and grading and/or an Early Clearing/Grading Permit (as defined herein)) and/or plat submitted to the City for development within the Property shall include a written consent by Landowner (which consent is transferable by Landowner with notice of transfer provided to the City) for submittal of said application.

(g). Resubmittals. Any resubmittals that occur during the various development plan review process provided for in this Section 4 shall not be classified as a “major modification” or determined to constitute a new application. After the review of the initial submittal of any of the applications set forth in this Section 4, the LUA will only comment on changes made to the application by the applicant in response to the LUA’s comments and/or revisions since the last resubmittal.

(h). Lot Grading and Drainage Plan. A Final Lot Grading and Drainage Certification Form (the “Form”) is a condition of issuance by the City of a building permit for one (1) and two (2) family residential units within the Property. Notwithstanding any City regulation, law or policy to the contrary, the Form shall be prepared and executed by a Florida licensed surveyor.

(i). Architecture. No architectural renderings, depictions, descriptions or other similar items are required as part of the development plan review process set forth in this Section 4. Architectural standards and/or regulations as provided for in Section 7(u) below will be handled by one (1) or more homeowners/property owners association, Community Development District, unit of special purpose government or other similar entity (an “Entity” or the “Entities”) with a written approval letter from the applicable Entity provided as part of technical site plan application as set forth in Section 7(c) above.

**SECTION 5. SUB-AREAS/PERMITTED USES/DENSITY AND INTENSITY.**

(a). Sub-Areas. The MPMU Comp Plan Provisions identify the various sub-areas allowed within the Property and consist of the Greenway Overlay (including Hamlets), Villages (including Neighborhood Centers), Village Centers, Regional Activity Center and Employment Center (the “Sub-Areas”) in the locations generally depicted on the MPD Master Plan attached as **Exhibit “B”**. The specific sizes, locations and configurations of the Sub-Areas will be determined at the time of the applicable technical site plan review as provided for in Section 4 above. The MPMU Comp Plan Provisions and this Development Agreement shall control for purposes of the permitted uses within the Property. This Development Agreement specifically supersedes the requirements in LDC Section 3.04.02, which requirements are satisfied in the MPMU Comp Plan Provisions and this Development Agreement. Below is an overview of each of the Sub-Areas.

(i). Greenway Overlay.

a. The MPD Master Plan conceptually depicts the Greenway Overlay as a system of interconnected greenways that together with the regionally significant transportation network defines the development areas within the Property. The Greenway Overlay is envisioned to be a significant linkage with the Florida Wildlife Corridor and intended to provide ecological linkages to the larger statewide system and adjacent conservation lands. Uses within the Greenway Overlay may include a mix of uses including ecotourism, agritourism related uses, stormwater harvesting, water supply uses, public facilities, recreation, utilities and other uses as set forth in Table 2, Permitted Uses, below. At buildout at least fifteen percent (15%) of the Greenway Overlay will consist of

upland buffers or other upland open space. The Greenway Overlay is also discussed in Section 13 below.

- b. Hamlets. The MPD Master Plan generally depicts transition zones (“Transition Zones”). The purpose of the Transition Zones is to minimize edge effects associated with the Greenway Overlay and adjacent land as well as to provide for compatible uses outside and adjacent to the Greenway Overlay. Hamlets, while outside the Greenway Overlay, shall only be permitted within the Transition Zones and Villages. Per MPMU Comp Plan Provisions Policy 1.7.3.1 hamlets are small scale residential settlement(s) enclaves. All residential uses are permitted within Hamlets as well as agricultural, agritourism, ecotourism, public, institutional, cultural, civic, recreational, entertainment, community gardens or other similar activities and said uses may be commercial in nature (“Hamlets”). The maximum residential density within Hamlets is no more than one (1) unit per twenty (20) acres of the total Greenway Overlay at buildout. Once developed, Hamlets will not be considered part of the Greenway Overlay. The allowance of Hamlets and the types of uses allowed within them is pursuant to this subsection and the MPMU Comp Plan Provisions notwithstanding any contrary provision in this Development Agreement.

(ii). Villages.

- a. The MPD Master Plan also conceptually depicts Villages (e.g. North Village, East Village, etc.). Each Village will consist of one (1) or more residential neighborhoods with edges defined by the Greenway Overlay and/or the interconnected transportation network within the Property. Villages will be designed in a clustered and compact form, and each will contain at least two (2) different housing styles and types. At least ten percent (10%) of the area within each Village shall be retained in open space and recreation. All types of residential uses and ancillary type uses are permitted.
- b. Neighborhood Centers: Each Village shall have a centrally located Neighborhood Center to allow for civic, recreation and open space, institutional uses, neighborhood commercial, and public uses and facilities to create an identity and sense of place. At a minimum, Neighborhood Centers will include a central public gathering place such as a park, amenity center, village green, square, plaza, community center or similar public spaces. Neighborhood Centers may also include residential, schools, places of worship, public buildings, office and personal service uses designed to serve the surrounding Village. Neighborhood Centers will be identified and depicted on the site plan at the time of the applicable Substantial Compliance application.

- (iii). Village Centers. A Village Center is a mixed use Sub-Area designed to serve the retail, service and civic needs of the surrounding Villages. As conceptually

depicted on the MPD Master Plan attached at **Exhibit “B”**, the Village Centers are centrally located within a Village or at the entrances to a Village and/or located around the intersections of streets classified/defined in the LDC as collectors or higher. The Village Centers will allow a mix of uses and vary in size depending upon the surrounding population served, but in no case will each Village Center exceed two hundred (200) acres in size. Multiple Village Centers may be located where a single Village Center is designated on the MPD Master Plan attached as **Exhibit “B”**; if this occurs, the acreages of each Village Center shall not be aggregated provided the Village Centers are separated by a wetland system or the transportation network. The exact location and number of Village Centers will be finalized as part of the applicable technical site plan review(s) without the need to modify this Development Agreement.

- (iv). Regional Activity Center. A centrally located Regional Activity Center as conceptually depicted on the MPD Master Plan will serve as a regional destination for employment, civic, shopping, recreation, entertainment, institutional, health care, education, hospitality, and/or residential. The Regional Activity Center is proposed to be located on and adjacent to the Matanzas Woods Parkway Extension (a/k/a Loop Road, Matanzas Woods Parkway Extension and Palm Coast Parkway Extension) which is a regionally significant transportation roadway within the Regional Roadway Network. The Regional Activity Center is approximately 943 acres satisfying the minimum two hundred (200) acre size set forth in the MPMU Comp Plan Provisions. A wide range of a mix of uses is allowed within the Regional Activity Center. The

final location, acreage and boundaries of the Regional Activity Center will be finalized at the time of the applicable technical site plan(s) review.

- (v). Employment Center. The MPD Master Plan conceptually depicts the Employment Center Sub-Area located in the southeast portion of the Property along or in close proximity to the Florida East Coast (“FEC”) rail line and Regional Roadway Network (i.e. regionally significant roadways). The Employment Center will allow for a mixture of office, industrial, warehouse, supporting retail, supporting residential, civic, institutional and/or other similar uses.

Table 1 Sub-Areas

Land Use Sub-Area	Acreage**	Percent
Regional Activity Center	943	4.7%
Village Center	924	4.6%
Villages*	9,238	45.7%
Employment Center	576	2.8%
Greenway Overlay	8,533	42.2%
Total	20,214	100%

\*Includes Neighborhood Centers and Hamlets.

\*\* The above acreages are conceptual and subject to final engineering and permitting and as set forth herein, Land Use Sub-Area acreage includes roadways, uplands and wetlands outside the Greenway Overlay.

\*\*\* The final boundaries of the Greenway Overlay are subject to change as set forth in Section 13 below.

\*\*\*\* Notwithstanding the above Table 1, at least fifty percent (50%) of the total lands within an MPMU designation must be planned for recreation and open space uses as provided for in MPMU Comp Plan Provision 1.7.2.1. Recreation and open space uses within the Greenway Overlay count toward the percentage standard. Recreation and open space uses in the other Sub-Areas also count toward the percentage standard.

- (b). Permitted Uses. The permitted uses within the Sub-Areas are as described in Table 2, Permitted Uses, below, subject to any conversions allowed pursuant to Section 9, use modifications or an amendment to this Development Agreement as may be approved and any LUA interpretation as to a use not included in Table 2. In addition, the Landowner (in its sole and absolute discretion) may

continue agricultural and/or silvicultural use of the Property consistent with the MPMU Comp Plan Provisions and this Development Agreement. For purposes of the development of the Property, density and intensity shall be as defined in MPMU Comp Plan Provisions Policy 1.7.3.1 and as further provided for in this Development Agreement.

The following Table sets forth the individual uses organized by Use Category (e.g. Civic, Nonprofit and Institutional, Industrial Uses, etc.) permitted in each Sub-Area within the Property. It is not possible to list each and every individual use which may be allowable within a Use Category and Sub-Area. The intent is to categorize the uses and provide a sufficient number of illustrative or representative uses to allow other uses to be assigned by the LUA to a Use Category as they are proposed. There are no distance limitations or standards in relation to or between any permitted uses.

**Table 2 Permitted Uses**

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
<b>Civic, Nonprofit and Institutional</b>							
Civic Uses: town hall, libraries, museums	-		P	P	P	P	P
Civic Uses: police, fire, postal service	P		P	P	P	P	P
Civic Clubs and Fraternal Organizations	-		P	P	P	P	P
Hospice Services	-		-	P	P	P	-
Hospitals	-		-	-	P	P	P
Houses of Worship/Religious Institutions	-		P	P	P	P	P
Nonprofit Organizations	-		P	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
<b>Eating, Drinking and Entertainment</b>							
Drinking Establishments including with outside seating (without outdoor entertainment)	-		-	P	P	P	P
Drinking Establishments including with outside seating (with outdoor entertainment)	-		-	P	P	P	P
Beer, Wine, and Liquor Stores (with or without tasting rooms)	-		-	P	P	P	P
Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries including with outside seating	-		-	P	P	P	P
Microbreweries including with outside seating	-		-	P	P	P	P
Performing Arts Facilities (e.g. community playhouse, dinner theaters)	-		-	P	P	P	P
Takeout Places	-		-	P	P	P	P
Restaurants, Fast Food with/without drive through, with/without outside seating	-		-	P	P	P	P
Restaurants, Fast Casual, including outside seating	-		-	P	P	P	P
Restaurants, Sit-Down, including outside seating	-		-	P	P	P	P
Mobile Food Dispensing Vehicle or Temporary Commercial Kitchens including with outside seating and within MFDV parks, as a principal, accessory or ancillary use	P		P	P	P	P	P
<b>Educational Facilities</b>							
Elementary/Secondary Schools (public and private including charter schools)	--		P	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Colleges/Universities	-	-	-	-	P	P	P
Trade Schools					P	P	P
<b>Industrial Uses</b>							
Manufacturing, Heavy	-	-	-	-	-	-	P
Manufacturing, Light	-	-	-	-	-	P	P
Material Recovery Facilities (e.g. recycling centers)	-	-	-	-	-	-	P
Data Centers	-	-	-	-	-	P	P
Borrow Pits	P		P	P	P	P	P
<b>Laboratories</b>							
Medical and Diagnostic Laboratories	-	-	-	P	P	P	P
Dental Labs	-	-	-	-	P	P	P
<b>Office, Medical and Professional</b>							
Banks and Credit Unions (with or without drive-thru)	-	-	-	P	P	P	P
Building Contractors	-	-	-	-	-	-	P
Mail Order Facilities	-	-	-	-	-	P	P
Medical and Professional Offices	-	-	-	P	P	P	P
Outpatient Care Facilities/Standalone ER	-	-	-	P	P	P	P
Pharmacies (with or without drive-thru)	-	-	-	P	P	P	P
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	-	-	-	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Temporary Employment Agencies and Management Services	-	-	-	-	-	P	P
Veterinarians (without kennels/post-operative care only)	-	-	-	P	P	P	P
<b>Recreation and Tourism</b>							
Bed and Breakfast Inns	-		P	P	P	P	-
Electronic Game Promotion Establishments	-		-	-	-	-	-
Golf Courses, Driving Ranges, and Country Clubs	-		P	P	P	P	-
Entertainment (event space for outdoor events, community/farmers markets, open air markets, food truck events, functions, celebrations, live music, bars, pubs, charity events) including with outside seating with no limit on the number of times any of these uses are allowed to operate within a month, year or week	P		-	P	P	P	P
Alcoholic Beverages, Production & On or Off-Site Sales including with outside seating	-		-	P	P	P	P
Hotels, Motels	-		-	P	P	P	P
Marina (Noncommercial)	-		-	P	P	P	-
Marinas (Commercial)	-		-	P	P	P	-
Agri and Eco Tourism	P		-	P	-	P	-
Passive & nature oriented recreational uses: including but not limited to canoeing/kayaking, equestrian (with no maximum number of horses), walking / hiking, bicycle trails, primitive camping, golf flyover.	P		P	P	P	P	P
Hunting operations (i.e. hunting leases, guided tours, hunting camps, hunt clubs)	P		-	-	-	-	-

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Boat taxi, boat tours (motorized, nonmotorized)	-		-	P	P	P	-
Public Parks and Recreation Facilities	P		P	P	P	P	P
Recreation, Indoor	-		P	P	P	P	P
Recreation, Outdoor	P		P	P	P	P	P
RV Parks and Camps	P		-	-	-	P	P
Shooting and Target Ranges (indoor)	-		-	-	-	P	P
Charter business, outfitters, and supporting retail services	P		-	P	P	P	-
Stadiums and Athletic/Sports Arenas (not associated with a primary use like a school)	-		-	-	-	P	-
<b>Residential</b>							
Single Family (Detached, Attached, Rental)	-		P	P	P	P	-
Accessory Dwelling Units	-		P	P	P	P	P
Cottages	-		P	P	P	P	-
Live/Work units	-		-	P	P	P	P
Boarding and Rooming Houses	-		-	-	-	-	-
Neotraditional Development	-		P	P	P	P	-
Multi-family (Apartments, Build for Rent, Condominiums), Two-family	-		P	P	P	P	P
Model Homes with or without sales office	-		P	P	P	P	P
Construction Trailers	P		P	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Sales Trailers	-		P	P	P	P	P
Multi-family Mixed Use	-		-	P	P	P	P
Assisted Living Facilities, Nursing Homes	-		-	P	P	P	-
Caretaker's Dwellings	P		P	P	P	P	P
Community Residential Homes (1-6 persons)	-		P	P	P	P	-
Community Residential Homes (7 to 14 residents)	-		P	P	P	P	P
On-site dwelling units for agents or employees of principal use.	P		-	P	P	P	P
Home Occupations (consistent with §559.955, Fla. Stat.)	-		P	P	P	P	P
Family Day Care Home	-		P	P	P	P	P
Dormitories	-	-	-	-	P	P	P
Transient Public Lodging Establishment, Nontransient Public Lodging Establishment, Timeshare, Vacation or Short-Term Vacation Rentals	-		P	P	P	P	P
<b>Retail Sales and Services</b>							
Art Dealers	-		-	P	P	P	P
Automotive Parts (e.g. accessories and tires)	-		-	P	P	P	P
Building Material Stores (paint, hardware)	-		-	P	P	P	P
Clothing and Accessory Stores (e.g. shoes and luggage)	-		-	P	P	P	P
Retail	-		-	P	P	P	P
Florists	-		-	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Food and Beverage Stores (supermarkets and specialty foods) including outside seating	-		-	P	P	P	P
Furniture and Home Furnishings Stores	-		-	P	P	P	P
Home Improvement Centers	-		-	P	P	P	P
Large-Scale Retail Centers	-		-	-	P	P	P
Lawn and Garden Equipment and Supplies Stores	-		-	P	P	P	P
Model Home Sales Centers	-		P	P	P	P	P
Pet (domestic) Stores	-		-	P	P	P	P
Plant Nurseries	-		-	P	P	P	P
Photo Finishing	-		-	P	P	P	P
Small Box Discount Stores	-		-	P	P	P	P
Sporting Goods, Hobby, Book and Music Stores	-		-	P	P	P	P
Used Merchandise Stores	-		-	-	P	P	P
<b>Service, Business</b>							
Printing and Publishing	-	-	-	-	-	-	P
All other business services	-	-	-	-	P	P	P
<b>Service, Personal</b>							
Adult Day Care Centers	-	-	-	P	P	P	P
Bail Bonding	-	-	-	-	-	-	-
Child Day Care Centers	-	-	-	P	P	P	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Funeral Homes	-	-	-	P	P	P	P
Tarot Card, Psychic, and Palm Readings	-	-	-	-	-	-	-
Tattooing, Body Piercing, and other Body Art	-	-	-	-	-	-	-
All other personal service uses	-	P	-	P	P	P	P
<b>Service, Major</b>							
Heavy Construction and Land Excavation Contractors	-	-	-	-	-	-	P
Kennels and Animal Boarding	-	-	-	-	P	P	P
Landscaping Services	-	-	-	-	-	-	P
Machine Shops and Tool and Die	-	-	-	-	-	-	P
Repair Services for Commercial and Industrial Machinery and Equipment	-	-	-	-	-	-	P
Truck Stops	-	-	-	-	-	-	P
<b>Training Facilities</b>							
Automobile Driver Schools	-	-	-	-	P	P	P
Technical/Trade Schools	-	-	-	-	P	P	P
Trucks and Heavy Equipment Driving Schools	-	-	-	-	-	-	P
<b>Utilities and Public Works</b>							
Dredge Spoil Disposal	P	-	-	-	-	-	-
Landfills (for nonhazardous, organic debris or construction debris only)	-	-	-	-	-	-	-

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
L P Gas Dealer and Bulk Storage	-	-	-	-	-	-	P
Lift/Pump Stations and Well Sites	P	P	P	P	P	P	P
Well and Septic & onsite treatment plants	P	P	P	-	-	-	-
Park and Ride Facilities	-	-	-	P	P	P	P
Helipad, primary or accessory	-	-	-	-	P	P	P
Power Distribution (electric and gas) Facilities (e.g. transmission, distribution, electrical substations, etc.)	P	P	P	P	P	P	P
Public Works Facilities (including but not limited to lift stations, electric facilities, etc.)	P	P	P	P	P	P	P
Passenger Transit or Rail Stations	P	P	P	P	P	P	P
Solid Waste Transfer Stations	-	-	-	-	-	-	P
Wastewater Treatment Facilities	P	P	P	P	P	P	P
Water Supply Plants	P	P	P	P	P	P	P
Wireless Communication Facilities	P	P	P	P	P	P	P
Irrigation/Reservoir/Stormwater Harvesting	P	P	P	P	P	P	P
<b>Vehicle Sales, Rental, Service, and Repair</b>							
Automotive, Recreational Vehicle, and Boat Dealers	-	-	-	-	-	P	P
Car Washes	-	-	-	P	P	P	P
Commercial & Industrial Machinery & Equipment Rental and Leasing	-	-	-	-	-	-	P
Motor Vehicle Towing Services	-	-	-	-	-	-	P

<b>USE CATEGORY</b> P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Motorcycle Dealers	-	-	-	-	-	P	P
Athletic Training Facilities	P	P	-	P	P	P	P
Convenience Store with or without Fueling Stations (max 24 fueling positions)	-	-	-	P	P	P	P
Taxi and Limousine Services	-	-	-	-	-	-	P
Vehicle Rental/Leasing	-	-	-	-	P	P	P
Vehicle Repair	-	-	-	-	P	-	P
<b>Warehousing</b>							
Mini warehouses, Office Warehouses and Self-Storage (including with outside storage)	-	-	-	-	P	P	P
Garage condominiums, private	-	P	-	P	P	P	P
Warehouse/Distribution Facilities (>50,000 sq ft) including with outside storage	-	-	-	-	-	-	P
Warehouse/Distribution Facilities (<50,000 sq ft) including with outside storage	-	-	-	-	P	P	P
Wholesale/Retail Fertilizer Sales	-	-	-	-	-	-	-
Railyard and rail service	-	-	-	-	P	-	P
<b>Agriculture, Silviculture, and Other</b>							
Equestrian Activities and Uses	P	P	P	-	-	P	-
Horses	P	P	P	-	-	P	-
Hunting operations (i.e. hunting leases, guided tours, hunting camps, hunt clubs)/Shooting Ranges	P	P	P	P	P	P	P
Camping/RV Park	P	P	P	P	P	P	P

USE CATEGORY P = Permitted Use - = Not Permitted	Greenway Overlay		Villages (North, Central, South, West, & East)	Neighborhood Centers	Villages Centers	Regional Activity Center	Employment Center
Communication/Radio Towers	P	P	P	P	P	P	P
Farm Animals (other than horses)/Cattle	P	P	P	-	-	P	-
Forestry (Logging/Timber Tract Operations, plant nurseries)	P	P	P	P	P	P	P
Silviculture, bona fide uses	P	P	P	P	P	P	P
Cemeteries	P	P	-	-	-	-	P
Special & Temporary Events (i.e. seasonal or event parking)	P	P	P	P	P	P	P
Pervious, unpaved parking	P	P	P	P	P	P	P
Roadways, Trails	P	P	P	P	P	P	P
Transit, autonomous	-	P	P	P	P	P	P
Agricultural Uses, bona fide uses (except feedlots)	P	P	P	P	P	P	P
Pine straw harvesting/Bee keeping/operations/palmetto berry harvesting	P	P	P	P	P	P	P
Parking garages/structures/lots	-	-	P	P	P	P	P

P = Permitted use.

Blank – Not Permitted.

Residential housing ownership may be for sale or for rent.

(c). Uses Allowed by an Amendment to this Development Agreement. Notwithstanding anything herein to the contrary, including Table 2, Permitted Uses, the following uses may be permitted within the Regional Activity Center and the Employment Center Sub-Areas by an amendment to this

Development Agreement approved by City Council with a recommendation from the PLDR Board consistent with Section 16 below.

- Asphalt manufacturing plants;
- Animal feed lots and livestock operations;
- Deep well injection of waste products;
- Dog farms;
- Hog and poultry farms;
- Incinerator plants;
- Junkyards, salvage yards;
- Motor vehicle race track; and
- Paper and pulp mills.

(d). Density and Intensity. The Property will be developed consistent with the MPMU Comp Plan Provisions and shall not exceed an overall residential density of 1.2 dwelling units per gross acre (“Maximum Property Density”) provided that the maximum density within Hamlets shall be provided as set forth in the MPMU Comp Plan Provisions and this Section 5 above. The maximum nonresidential intensity within any Development Parcel is a floor area ratio of one (1.0). For purposes of this Development Agreement the term “Development Parcel” means any portion of the Property subject to an approved technical site plan and may include multiple parcels with multiple parcel numbers as identified by the County Property Appraiser. A Development Parcel or any portion of the Property may exceed the Maximum Property Density, provided that at MPD buildout as set forth in Section 8 the Maximum Property Density measured across the entire Property is not exceeded. As an example, a Development Parcel may contain a single family residential project with a density of seven (7) units per acre; this density is allowed provided the Maximum Property Density is not exceeded at

buildout. Residential density, nonresidential intensity, gross acreage and floor area ratio are defined in MPMU Comp Plan Provisions Policy 1.7.3.1 and LDC Section 3.05.03 is superseded by the MPMU Comp Plan Provisions as to density calculation within the Property.

**SECTION 6. CODE OF ORDINANCES/LDC APPLICABILITY.**

(a). The development of the Property shall proceed in accordance with the terms of this Development Agreement. The applicable provisions of the Comprehensive Plan, Code of Ordinances, the LDC, the Technical Manual and any other City law and regulation in effect as of the Effective Date shall govern the development of the Property consistent with the DA Act and as provided for herein. In the event of an inconsistency or conflict between the terms of this Development Agreement and the Code of Ordinances, the LDC, the Technical Manual and/or any other City law, regulation and/or policy, the terms and provisions of this Development Agreement shall prevail. Where the Development Agreement is silent as to a specific provision in the Code of Ordinances, the LDC, the Technical Manual and/or City law and/or regulation said provision shall apply to development of the Property (or portion thereof) except to the extent the provision (i) conflicts with the provisions, commitments, conditions or general intent of this Development Agreement or (ii) requires mitigation for development impacts that have been reviewed and addressed in this Development Agreement or other related document (e.g. Mitigation Agreement(s) defined herein). In the event any future Code of Ordinances, the LDC, the Technical Manual and/or any other City law, regulation and/or policy is determined to apply to development of the Property, such future law, regulation and/or policy shall not apply unless it is determined to be consistent with and follow the provisions in Section 163.3233, Florida Statutes.

(b). The Landowner may request additional amendments, variances or deviations from the LDC and/or the Technical Manual consistent with the provisions in this Development Agreement, including Section 16.

(c). This Development Agreement contains references to the Code of Ordinances, LDC and/or Technical Manual chapters, parts, articles and sections and their applicability to the Property. To the extent a reference to a specific Code of Ordinances, LDC and/or Technical Manual chapter, part, article and/or section is not specifically mentioned or waived in this Development Agreement, the Development Agreement shall control regardless of the absence of a specific Code of Ordinances, LDC and/or Technical Manual reference and/or waiver.

**SECTION 7. DEVELOPMENT STANDARDS.** The requirements of this Section describe the development standards applicable to the Property. The LDC standards in Section 4.15 relating to nonresidential controlling master site developments and large scale commercial centers do not apply to the Property.

(a). Wetlands.

- i. Wetland category/classification, impacts and mitigation within the Property shall be pursuant to the SJRWMD and U.S. Army Corps of Engineers (“Corps”) regulations (as applicable) and not to any City LDC or other regulations. Any wetland impact analysis report required as part of the development plan review process set forth in Section 4 above or otherwise by the City shall only consist of the appropriate SJRWMD and/or Corps permit application.
- ii. Residential density is regulated by Future Land Use Policy 1.7.3.1 and as set forth in Section 5, which includes all wetlands and associated uplands to calculate gross residential density.

(b). Wetland Buffer/Building Setback. Upland buffers along wetlands to remain (not impacted) within the Property will be subject to SJRWMD permitting requirements and not the Code

of Ordinances, LDC and/or the Technical Manual, including LDC Section 10.01. A ten (10) foot wide building setback will be provided from the upland buffers set forth in this Subsection 7(b) within the Property except as provided for herein. If the upland buffer is not included in a residential platted lot, the additional ten (10) foot wide building setback will not be required. Trails, sidewalks, pathways, docks, road crossings, utilities, stormwater discharge and pond banks, passive recreation, open space environmental/historical learning area/facility/sign/kiosk and other similar uses/items may be located within the upland buffers and building setback except that for upland buffers subject to a conservation easement in favor of the SJRWMD allowed uses shall be pursuant to the applicable SJRWMD permit. Other uses (e.g. pool, cabana, shed, parking, signs, mechanical equipment, patio, porch, etc.) may be located in the building setback provided said use is not the primary use on the applicable parcel.

(c). Floodplain. Development within the Property will follow the Federal Emergency Management Agency (“FEMA”) rules and regulations and LDC Section 10.02 with regard to floodplain management except that for areas without base flood elevations determined as of the Effective Date (defined below), the threshold for preparing and submitting a Flood Insurance Study is defined to be when the proposed development area or grading limits within the Property or portion thereof fall within or adjacent to the mapped 100-year floodplain area as established by the applicable FEMA Flood Insurance Rate Map(s) (FIRM). Appeals and variances to these floodplain regulations are permitted as set forth in LDC Section 10.02.09 provided the Landowner consents to the appeal or variance (which consent is transferable by Landowner with notice of transfer provided to the City as part of the submittal). The floodplain management provisions in the Code of Ordinances and LDC do not apply to agriculture or silvicultural uses, including LDC Section 10.02.17.

(d) Regional Roadway Network.

(i). The roadways conceptually depicted on the MPD Master Plan as Matanzas

Woods Parkway (a/k/a Loop Road, Matanzas Woods Parkway Extension and Palm Coast Parkway Extension), County Road (“CR”) 2209 Extension, Northern Connector, Southern Connector, CR 205 Connector, North-South Connector and CR 13 Connector are regionally significant roadways that traverse and/or are adjacent to the Property (the “Regional Roadway Network”). The Landowner may also identify additional roadways within the Regional Roadway Network as part of technical site plan submittal for the applicable roadway without modifying this Development Agreement. The Regional Roadway Network will be public and shall be dedicated to and maintained by the City, County or the Florida Department of Transportation (“FDOT”) as appropriate.

- (ii). The final location of the roadways within the Regional Roadway Network will be determined at the time of technical site plan review that includes said roadway(s) or portion thereof. The design of the roadways within the Regional Roadway Network will be consistent with the applicable recommended cross-section depicted in **Exhibit “B”** unless otherwise agreed to by the applicable maintaining governmental agency and the Landowner as part of the roadway permitting process. Any modification to the location and/ design of a roadway (or portion thereof) within the Regional Roadway Network from the development conditions herein, including the recommended cross-sections, must be depicted on the applicable technical site plan and will not require a modification to this Development Agreement.
- (iii). A developer/builder may as part of the applicable technical site plan modify the

recommended Regional Roadway Network cross-sections attached at **Exhibit “B”** and/or any applicable Code of Ordinances, LDC and/or Technical Manual provision to provide additional or unique streetscape elements such as sidewalks, on-street parking, lane widths, curb types, landscaping, street trees, paving or pavers, irrigation, signs, lighting, associated street furniture and other similar elements within or adjacent to the roadway rights-of-way (or portion thereof) within the Property. Any such streetscape elements will be owned and maintained by the appropriate governmental maintaining agency consistent with this Development Agreement. If a streetscape element is owned by a governmental agency, the streetscape elements may be maintained by an Entity per an agreement with the Entity and the applicable governmental agency with ownership.

- (iv). The Matanzas Woods Parkway and CR 2209 Extension portion of the Regional Roadway Network will have an FDOT Access Classification 5. The remaining roads comprising the Regional Roadway Network will have an FDOT Access Classification 7.
- (v). The MPD Master Plan conceptually depicts some of the Conceptual Entrances to Parcels along the Regional Roadway Network within the Property. The final amount and location of these entrances may change as development progresses without the need to amend or modify this Development Agreement. These entrances will be subject to final survey, design and permitting by the applicable agency with permitting jurisdiction. The provisions related to cross-access easements and joint use driveways in LDC Section 5.02.04(A) will be adhered

to in designing these entrances for any nonresidential uses fronting on the public Regional Roadway Network provided the applicable permitting agency with jurisdiction approves such access management provisions.

(e). Internal Street Network.

- (i). For purposes of this Development Agreement, the internal street network within the Property does not include the Regional Roadway Network. The development conditions in this Section 7(e) apply to the internal street network but not the Regional Roadway Network which is subject to Section 7(d) above. The internal street network may be private and/or quasi-public and shall be conveyed to one (1) or more Entities for ownership and maintenance.
- (ii). Gated communities are allowed by right within the Property. Neighborhoods or subdivisions and multi-family developments may include gated features to their entry points provided the gated feature is included as part of the applicable technical site plan review or if said gated feature is added after development as part of an amendment to an approved technical site plan only as to the gated feature.
- (iii). Consistent with Comprehensive Plan Transportation Element Policy 2.2.1.2 two (2) external connections will be provided for any new residential subdivision or development with over one hundred (100) dwelling units or if the residential development accesses a street of 2,500 feet in length or more. If two (2) external connections are required as set forth herein, one (1) external connection shall be designated as the primary connection and the other connection as the secondary connection on the applicable technical site plan. A

secondary connection may be designed as an emergency access connection subject to approval of the City Fire Chief. The access requirements set forth in the Code of Ordinances, LDC and/or Technical Manual, including LDC Section 5.02.04, shall not apply to the internal street network within the Property. Notwithstanding anything herein to the contrary, the LUA may allow only one (1) external connection provided the entry is a single divided entry where each entry allows for a minimum of twenty (20) feet of horizontal clearance and safety is not compromised.

- (iv). Roundabouts, as supported by the Comprehensive Plan, are allowed by right within the Property.
- (vi). The MPD Master Plan attached as **Exhibit “B”** includes recommended cross-sections for the internal street network within the Property. The cross-sections may be modified in coordination with the LUA as part of the applicable technical site plan approval without the need to modify this Development Agreement.
- (vii). Local roadways within the Property within the portions of the Hamlets that serve ten (10) or less homes and the Greenway Overlay Sub-Area may be constructed with unpaved stabilized materials, including as a stabilized low impact road, at the discretion of the developer/builder.
- (viii). In order to design a walkable community, the following roadway standards will be applicable to the construction of roads within the Property as a condition of development. The specific engineering detail applicable to each roadway is

subject to technical site plan review and may be modified during said review without the need to modify this Development Agreement.

(a) Reduction of the Minimum Intersection Curve Radius.

Intersection curve radius standard(s) in the Code of Ordinances, the LDC and/or the Technical Manual applicable to the roadways (or portions thereof) within the Property may be reduced provided at the time of the applicable technical site plan the factors, including, but not limited to the below are considered:

- i. Adequate or appropriate turning movements for emergency and service vehicles as determined by the LUA.
- ii. Increase structural design of pavement outside of the roadway which may lie within the vehicles turning movement.
- iii. Use of rollover curbs.

(b) Reduction of the Minimum Centerline Radius.

The centerline radius standard(s) in the Code of Ordinances, the LDC and/or the Technical Manual applicable to the roadways (or portions thereof) within the Property may be reduced, provided at the time of the applicable technical site plan the factors, including, but not limited to the below are considered

- i. Adequate or appropriate vehicle turning radius.
- ii. Adequate or appropriate site distance.
- iii. Designation of appropriate design speed.

(c). Reduction or Elimination of Corner Clips and Radii.

Corner clips and corner curb radii standard(s) in the Code of Ordinances, the LDC and/or the Technical Manual applicable to the roadways (or portions thereof) within the Property may be reduced or eliminated if an applicant demonstrates to the LUA that all utilities may be accommodated, and adequate site distance exists.

(d). Variations in the Location of Utilities. Because of the potential urban character of certain roadways (or portions thereof) within the Property, specific utility location adjustments or special utility corridors will be identified as part of technical site plan approval for the applicable roadway (or portion thereof). Where utilities are under pavement, specific agreements between the maintaining agency and the Landowner will be prepared defining responsibility for the routine maintenance and for the restoration of extraordinary features (trees, landscaping, pavers, street furniture, etc.) in the event of utility repairs. Utility and utility duct bank corridor locations will be developed in cooperation with the City.

(e) Streetscape Guidelines.

i. A developer/builder may as part of the applicable technical site plan modify the recommended cross-sections attached at **Exhibit “B”** and/or any applicable Code of Ordinances, LDC and/or Technical Manual provision to provide additional or unique streetscape elements as set forth herein and/or elements such as sidewalks, on-street parking, lane widths, curb types, landscaping, street trees, paving or pavers, irrigation, signs, lighting, associated street furniture and other similar elements within or adjacent to the roadway rights-of-way (or portion thereof) within the Property. Any such streetscape elements will be owned and maintained by an Entity.

ii. The minimum horizontal clearance of street trees, street furniture and other elements adjacent to travel lanes shall be four (4) feet from the back of curb. Horizontal clearance for street trees and light poles may be reduced to two (2) feet where a non-mountable curb is part of the applicable streetscape and provided there is no on-street

perpendicular or angled parking adjacent to the streetscape. Roof overhangs, balconies, awnings and signs may extend a maximum of six (6) feet over sidewalks with a minimum eight (8) foot clear distance from the finish grade of the sidewalk. The applicable technical site plan shall depict dimension and design details for all additional or unique streetscape elements. Unless otherwise approved by the LUA, water, sewer and stormwater collection and distribution mains are not permitted under overhangs.

(f) Reduction of Minimum Driveway/Roadway Intersection Angle. In some cases, traditional street design based on grids and geometric forms may dictate roadway intersections less than the minimum angle set forth in the Code of Ordinances, the LDC and/or the Technical Manual. The LUA may approve a reduction of the intersection angle provided that the following minimum standards are met, including:

- i. demonstration that adequate site distance exists,
- ii. use of traffic control devices,
- iii. demonstration of adequate and safe vehicle movement, and
- iv. demonstration of safe pedestrian crossings.

(g) Reduction of Travel Lane Width for Local Residential and Commercial Streets. Unless otherwise agreed to by the Landowner and the LUA or as set forth in the cross-sections attached as **Exhibit “B”**, all street lane widths will be twelve (12) feet. Local street lane width may be reduced to ten (10) feet by a developer/builder for certain residential and commercial local streets if adequate on-street and/or off-street parking is available for patrons and residents.

(f). Landscaping.

(i). Agricultural and Silvicultural. Nothing in this Subsection 7(f) shall be construed to prohibit or otherwise limit the agricultural and silvicultural uses existing on the Property as of the Effective Date (as defined below). These uses may continue as provided for in this Development Agreement and will not trigger the need for any tree permit/preservation/protection/replacement and/or landscaping requirements.

(ii). Tree Preservation, Protection, and Replacement.

a. For purposes of the Property, pine species (*Pinus* sp.) that is a part of or was a part of bona fide agricultural/silvicultural operations shall be considered non-protected trees and exempt from all surveying/count/inventory, tree protection/preservation, specimen or historic tree classification, specimen and historic tree preservation percentage calculations, tree removal, tree mitigation standards and replacement standards in the Code of Ordinances, LDC, Technical

Manual and/or any other City regulation or policy regardless of diameter at breast height (DBH) except as otherwise provided in this Section 7(f).

- b. Bona fide agricultural/silvicultural operations (including those in existence on the Property as of the Effective Date) are permitted on any portion of the Property, including a Development Parcel (or portion thereof), prior to the commencement of horizontal construction to facilitate residential or nonresidential development on the applicable parcel. A tree removal permit or its functional equivalent (e.g. building permit) and the requirement to provide a tree inventory, count, survey or other similar analysis of the trees on the portion of the Property subject to the horizontal construction shall not be required. As part of any bona fide agricultural/silvicultural operation, there is no requirement to replace or mitigate any protected tree, historic tree or specimen tree or to maintain any amount/density of these types of trees after issuance of any Early Clearing/Grading Permit (as defined in Section 11). Notwithstanding anything to the contrary, any tree remaining after tree harvesting due to a bona fide agriculture/silvicultural operation, including any tree removed from a Development Parcel to another area of the Property, is allowed to be used by the Landowner toward the minimum tree requirements and/or as tree mitigation (including tree density).
- c. Trees located within a permitted wetland impact area are not subject to tree mitigation requirements. Trees located within a wetland or upland

buffer, including those used to mitigate for wetland impacts per any regulatory permit (e.g. SJRWMD), the Greenway Overlay and/or conservation easements, are allowed to be used for tree preservation/mitigation credits and/or toward any landscape requirements (e.g. tree density) anywhere within the Property. Tree preservation within areas subject to a conservation easement, the Greenway Overlay, an upland buffer, a building setback or a designated tree protection area shall count toward the tree preservation standards. Any tree (e.g. protected, specimen, historic) used to satisfy tree preservation and/or mitigation is also allowed to satisfy the tree density requirements applicable to the development of the Property.

- d. A developer/builder of a Development Parcel (or portion thereof) that is not subject to a bona fide agricultural/silvicultural operation prior to horizontal construction to facilitate residential or nonresidential development on the applicable portion of the Property may submit a tree inventory in lieu of a tree survey, any specimen or historic trees shall be surveyed. A tree inventory will be provided by an International Society of Arboriculture (ISA) certified arborist, registered landscape architect or a surveyor who will undertake a field visit observation and list protected trees to be removed including size and species but not location within the applicable Development Parcel (or portion thereof). The developer/builder will be subject to the tree mitigation standards in the LDC unless otherwise stated in this Development Agreement.

- e. In the event tree mitigation standards apply as set forth in Subsection 7(f), including tree density and in LDC Section 11.02.03, the standards shall be measured and/or satisfied anywhere within the Property and not on an individual Development Parcel basis or on a specific portion of the Property. For clarification the phrase “on a site” or “on the site” within the City regulations, including the LDC, shall refer to the overall Property so that tree mitigation standards may be met anywhere within the Property. Tree mitigation may be banked and applied to future Development Parcels or any portion of the Property. In no event shall tree mitigation applicable to the Property exceed the minimum tree density applicable to the overall Property development. This subsection does not apply or impact plantings not part of tree mitigation, which will be provided on a project by project basis (e.g. not a substitute for the landscape standards applicable to individual residential lots).
- f. All pine (*Pinus* sp.) trees planted, except as part of bona fide agricultural/silvicultural operations, that are part of an approved landscape plan for residential or nonresidential development within the Property or portion thereof will become protected and can be used to meet the minimum tree requirements.
- g. Stormwater ponds will provide a ten (10) foot wide low maintenance zone as measured from the normal water line. This low maintenance zone is in lieu of littoral zones and littoral plantings as set forth in LDC Chapter 11. The low-maintenance zone shall be an area that is managed

to limit the use of fertilizer and may consist of turf that does not require fertilizer or native plantings. The low-maintenance zone will also fully satisfy all pond perimeter planting, wet pond planting area and littoral zone standards in LDC Chapter 11.

(iii) Landscape Covenants and Restrictions.

- a. Residential development within the Property shall be subject to private covenants and restrictions as implemented by an Entity(ies). Review of single-family home landscape plans and any landscape inspections are the responsibility of the applicable Entity. The Entity, once established, shall not require annual recertification by the City and City review and inspection of individual single family residential landscape plans shall not be required. No earlier than approval of a plat (as set forth herein) for single family units within the Property, the plat applicant will identify the proposed Entity responsible for the landscape review.

(iv) Landscaping and Buffer Requirements.

- a. Street Trees. Within subdivisions, street trees are allowed to be planted within the right-of-way or within fifteen (15) feet of the right-of-way line subject to sight distances, clear zones, and utility conflicts. Street trees shall be provided at a rate of one (1) every seventy-five (75) feet on center along neighborhood collector roads. Street trees may be clustered and exceed the seventy-five (75) foot spacing standard. Street trees are not required along roads in which trees are identified on the applicable technical site plan as being cleared. Existing preserved trees

within the right-of-way or within fifteen (15) feet thereof may be credited toward the street tree standards. Notwithstanding anything herein to the contrary, street trees may be clustered and are not required to be evenly spaced, provided the overall planting ratio and shading standard is met. Understory trees or palms may be substituted for shade trees at a two for one (2:1) ratio and palm trees at a three for one ratio (3:1).

b. Specific Landscaping Requirements for Developments.

i. Multi-Family and Non-Residential development.

Foundation Plantings. Planting beds with a minimum width of four (4) feet shall surround a minimum of forty percent (40%) of the multi-family and/or nonresidential primary building elevation excluding areas adjacent to building entry doors, fountains, benches and sculptures, drive-thrus, gas stations, convenience stores and canopies, places of large assembly, big box stores, loading areas, and bank tellers. Planting beds may be adjusted to distribute the calculated area required anywhere along the perimeter of the building, including parking islands along building perimeter parking. Foundation plantings may be concentrated along primary building facades visible from public roadways. No additional enhanced foundation standards will apply along specially designated roadways, including those listed in LDC Table 11-5.

ii. Industrial developments.

Foundation plantings. Planting beds at least four (4) feet wide shall be planted adjacent to at least forty percent (40%) of industrial front building elevations, no minimum percentage of street side elevations shall be required. Areas adjacent to building entry, doors, benches, fountains or sculptures, loading areas, and drive-thrus are excluded from these calculations. Planting beds may be adjusted to distribute the calculated area required anywhere along the front or street side building elevations, including parking islands along building perimeter parking.

iii. Single Family, and Attached Single Family (Duplex, Townhomes).

On single family and attached single family lots sized forty-five (45) feet wide or greater the more restrictive of the following standards will apply to the lot: (a) a minimum of one (1) shade tree shall be provided, preferably in the front yard, or (b) one (1) tree per 2,500 square feet of the lot area consistent with LDC Section 11.03.02(D). When planted in the front yard within fifteen (15) feet of the right-of-way, this tree(s) may meet both the street tree and lot planting requirements. No additional minimum shrub or foundation planting standards shall apply to

single family and attached single family lots including the standard in LDC Section 11.03.02(D).

- c. Parking Island Placement. For uses that require large parking demands such as arenas, regional sports facilities, the Sports Activity Park (as defined below), amusement areas, amphitheaters, big box stores (nonresidential stores or shopping centers totaling 150,000 enclosed gross square feet or more), etc., the landscape island spacing requirement shall not be enforced provided that the overall internal landscaping equal to a minimum of five percent (5%) of the vehicular use area is provided either within the vehicular use area or around the perimeter of the vehicular use area. For all other uses, parking rows may contain up to twenty (20) consecutive parking spaces without a landscape island, provided that overall internal landscaping equal to a minimum of five percent (5%) of the vehicular use area is provided. Structural soil, pervious pavement or alternative tree rooting methods may be used in lieu of minimum island size requirements.
- d. Perimeter Buffer. For the purposes of this Development Agreement, all uses internal to the Property are considered compatible and not subject to perimeter buffer requirements, including, but not limited to, the perimeter buffer standards in LDC Chapter 11, Section 11.03.05 and Buffer Types A through G.

- e. Nonapplicable Buffers. The buffer standards for the portion of Matanzas Woods Parkway and Palm Coast Parkway that may extend into the Property do not apply.
  
- f. Espanola Buffer. For the portion of the Property adjacent to Espanola, as depicted on the MPD Master Plan, a minimum average fifty (50) foot wide vegetative or planted buffer shall be provided. If a planted buffer is provided it shall include evergreen canopy trees every fifty (50) feet on center and understory trees every twenty (20) feet on center. Existing preserved vegetation within this buffer may satisfy this standard. If averaged, the buffer shall be no less than twenty-five (25) feet wide and required plant material may be clustered. This buffer shall count toward the recreation and open space standard in MPMU Comp Plan Provision Policy 1.7.2.1. Uses allowed within this buffer shall be consistent with the uses allowed in the upland buffers (not subject to a conservation easement in favor of the SJRWMD) described in Section 7(b). The upland buffer and building setback provided for in Section 7(b) are permitted within this buffer.
  
- g. Upland Buffer Planting. Upland buffers as set forth in Section 7(b) above that are impacted during the course of residential or nonresidential development shall be replanted at the following rates: Trees: one (1), seven (7) gallon tree for every two thousand (2,000) square feet impacted; Shrubs: one (1), one (1) gallon shrub per three hundred (300) square feet impacted, and one (1), one (1) gallon native

grass per fifty (50) square feet impacted. Upland buffer plantings shall be native species. Preserved native vegetation may be credited toward these replanting requirements.

(g.) Signage. The development of the Property is envisioned to establish its own level of placemaking and be consistent with an overall community theme that is carried throughout. As such the following signage program is established to maintain a consistent approach to signage within the Property and supersedes the sign regulations in the Code of Ordinances, LDC and/or the Technical Manual, including LDC Chapter 12. The Landowner or an Entity(ies) may further regulate these signage standards (e.g. reduce signage height) in private covenants, restrictions or other similar documents provided the regulations are consistent with this Section. The Landowner and/or applicable Entity may adopt and enforce more restrictive private signage guidelines, architectural standards or signage programs within the Property or portions thereof, provided such guidelines, standards or programs do not exceed the maximum allowances established in this Development Agreement unless otherwise approved by the City.

(i). Sign Location. No sign within the Property or associated with development of the Property shall be considered off-site. Signage may be located anywhere at the discretion of the Landowner without regard to land ownership. Signage is also allowed within the right-of-way as provided for herein.

(ii). Sign Area. Sign Advertising Display Area (ADA) is the surface area encompassed within any one (1) geometric figure which would enclose all parts of the sign display but excluding architectural features, the structural supports for a sign, whether they be columns, pylons, or a building or part thereof. In calculating the area, common shapes shall be used. Based on the design of the

sign, the applicant may break down complex forms into up to three (3) component simple forms; however, all pertinent area shall be included.

Sign copy that is mounted, affixed, or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy, is measured as that area contained within any one (1) geometric figure that will enclose both the sign copy and the background.

If a sign has two (2) display faces, and the interior angle between the two (2) faces is sixty (60) degrees or less, then the sign area is one (1) sign face only; however, if the two (2) faces are of different sizes or shapes, then the larger is used. If the sign has two (2) display faces, and the interior angle between the two (2) faces is greater than sixty (60) degrees, then the sign area is the sum of the areas of the two (2) faces. If a sign has three (3) or more faces, then the sign area is equal to fifty percent (50%) of the aggregate area of all sign faces. No single face shall be greater than the maximum advertising display surface area of the sign. The area of a spherical, free form, sculptural, or other nonplanar sign is fifty percent (50%) of the sum of the areas, using only the four (4) vertical sides of the smallest four (4) sided polyhedron which will completely enclose the entire sign structure. The Landowner may establish alternative methods of sign area allocation, including the transfer of allowable ADA between wall signs, freestanding signs, blade signs, canopy signs and other permitted sign types within a Development Parcel or portion thereof provided the total allowable ADA is not exceeded.

- (iii). Sign Height. Free-standing or ground signs shall be measured as the vertical distance from the crown of the road, other than an elevated roadway, immediately adjacent to the structure or from the existing natural grade immediately adjacent to the structure, whichever is higher. The sign height regulations are set forth in Table 4, Signage Standards, below. The Landowner may further restrict sign height within private guidelines.
- (iv). Sign Illumination. Except for automatic changeable message devices, all sign illumination shall have a color temperature between 2,500K (Kelvin) to 4,000K (Kelvin). Signs shall be either top-lit, ground-lit, or internally lit. Internally lit signs may include back-lit reverse channel letters or lit push-through acrylic where a direct light source is not visible. Sign lighting shall be shielded from view from roadways. The Landowner may impose additional restrictions on illumination levels, brightness, animation frequency, color transition or hours of operation through private signage programs.
- (v). Sign Modifications. Any modification to the provisions in this Subsection shall be processed as a Minor Modification as set forth in Section 16 below.
- (vi). Signage Improvements in Public Rights-of-Way. The Landowner and/or Entity may place, construct and maintain signage and other associated improvements within the City or other applicable governmental maintaining agency public rights-of-way subject to approval by the applicable agency. This includes project identity signage within the Regional Roadway Network right-of-way outside the Property at connections to U.S. 1 and the future CR 2209 Extension. The Landowner or Entity (as applicable) shall be responsible for the following:

- a. Cost of installation and operation of any signage and associated improvement in the right-of-way;
- b. The cost of maintenance, repair and replacement of any right-of-way signage and associated improvement;
- c. Submittal of an application to the appropriate governmental maintaining agency for right-of-way permit review and approval;
- d. No right-of-way signage and associated improvements shall be installed as to obscure the field of vision of motorists, bicyclists or pedestrians along the right-of-way;
- e. If in violation of these provisions, or if the applicable governmental maintaining agency determines there are public health, safety or welfare issues warranting removal, the agency shall advise the permittee in writing to remove all or any portion thereof of any signage and associated improvements within the right-of-way as requested by the agency at the permittee's sole cost and expense. Should the signage and associated improvements not be removed as requested within thirty (30) days of written notification by the applicable governmental maintaining agency to the permittee, the agency shall have the right to remove the signage and associated improvements, and the costs of removal shall be paid by the permittee.

(vii) Allowable Signs. The following Table 3, Allowable Sign Types, is a generalized list of allowable signs within the Property. Additional sign types may be allowable in accordance with the LDC. The inclusion of a sign type in Table 3

does not create an entitlement for any individual parcel or project. The Landowner or applicable Entity may limit, condition or prohibit certain sign types within the Property (or portion thereof) through private signage programs as set forth herein.

**Table 3 Allowable Sign Types**

<b>PRIMARY SIGN TYPES</b>	
Community Gateway Signs	Roof Signs <sup>2</sup>
Outparcel Signs	Building/Wall Signs
Project Identification Signs	Residential Monument Signs
Awning Signs	Commercial Monument Signs
Blade (Projecting) Signs	Wayfinding/Directional Signs
Under Canopy Signs	Painted Signs
Changeable (Electronic Display) Message Sign <sup>1</sup>	Window Signs and Graphics
<b>OTHER SIGNS</b>	
Real Estate Signs	Signage on Bus/Transit Stops
Garage Sale Signs	Banners <sup>3</sup>
Model Home & Sales Office Signs	Flags
Construction Site Signs	Autonomous Vehicle Signage
Political Signs	Temporary Signs
Sandwich Boards (A-Frame Signs)	Gas Pricers (Manual or Digital)/Gas Canopy
Regulatory Signs	Directory Signs
Drive-through Menu Board and Speakers Signs	Informational Signs
Street Address Signs	Interpretive Signs
Lifestyle Signs	Pylon Signs

1. Changeable Message (Electronic Display) Signs are limited to the Regional Activity Center and Village Centers and include signs with lighting or illumination that flashes, moves, rotates, vary in color and stock tickers and other similar signs. Digital gas pricers are not considered changeable message signs in the context of this Development Agreement.
2. Roof signs are limited to the Regional Activity Center and Village Centers.
3. Banners and community gateway signs shall be allowed to be placed across public streets, parks and open space areas within the Village Centers and Regional Activity Center to announce community events. Banners are allowed on Development Parcels to advertise amenities, community features, events, and products.
4. All signs are subject to private design guidelines within the Sub-Areas.
5. Art installations, sculptures, and murals are exempt from these signage provisions. Art installations, sculptures and murals may be located within public and private rights-of-way and on buildings/structures.

Table 4 Signage Standards

SIGNAGE STANDARDS								
Sign Type <sup>1</sup>	Greenway Overlay	Hamlet	Villages	Neighborhood Centers	Village Centers	Regional Activity Center	Employment Center	Specifications
<b>Community Gateway Sign</b>								Quantity: 8 Total
Primary Project Identification (entries to the Property along the Regional Roadway Network).			•	•	•		•	Advertising Display Area (ADA): 150 SF
								Width (max): 16'
								Height (max): 35' <sup>3</sup>
Primary Project Identification Overhead Guide Sign			•	•	•			Quantity: 8
								Advertising Display Area (ADA): 300 SF
								Width (max): 20'
								Height (max): 16'
<b>Outparcel Sign<sup>2</sup> (e.g. monument)</b>								Quantity: 1 Max/ Outparcel, 100 feet apart
Signage located on nonresidential sites		•	•	•	•	•	•	Advertising Display Area (ADA): 42 SF
								Width (max): 6'
								Height (max): 8'
<b>Project Identification Signs<sup>2</sup></b>								Quantity: Each Vehicular Entrance
Major Community Entry Signs for projects with a minimum of 300 units, or nonresidential development over 5 acres or with multiple tenants.			•	•	•	•	•	Advertising Display Area (ADA): 150 SF
								Width (max): 16'
								Height (max): 35' <sup>3</sup>
<b>Awning Signs<sup>4</sup> (as to additional hanging sign)</b>								Quantity: 1 per business if no wall sign is provided
Signs applied to awnings		•	•	•	•	•	•	Advertising Display Area (ADA): 10% of building façade/ 48 SF
								Width (max): N/A
								Height (max): N/A
<b>Blade (Projecting) Signs<sup>4</sup> (as to additional hanging sign)</b>		•	•	•	•	•	•	Quantity: 1 per business per facade

SIGNAGE STANDARDS								
Sign Type <sup>1</sup>	Greenway Overlay	Hamlet	Villages	Neighborhood Centers	Village Centers	Regional Activity Center	Employment Center	Specifications
Non-residential signage generally located near an entrance to a business projecting from the building. These signs must provide a minimum of 8' vertical clearance								Advertising Display Area (ADA): 16 SF per face
								Width (max): N/A
								Height (max): N/A
<b>Under Canopy Signs<sup>4</sup></b> (as to additional hanging sign)								Quantity: 1 per business per facade
Non-residential signs suspended under an overhang, canopy or awning. These signs must provide a minimum of 8' vertical clearance		•		•	•	•	•	Advertising Display Area (ADA): 16 SF per face
								Width (max): N/A
								Height (max): N/A
<b>Changeable (Electronic Display) Message Sign</b>								Quantity: One per nonresidential parcel frontage for uses with more than 500 parking spaces
Digital signs used to convey information to visitors. These signs may be animated and in full color					•	•		Advertising Display Area (ADA): 200 SF
								Width (max): 20'
								Height (max): 25'
<b>Roof Sign</b>								Quantity: 1 per business
Nonresidential Sign mounted to the roof of a structure. The Landowner may prohibit roof signs within specific portions of the Property through private guidelines.					•	•		Advertising Display Area (ADA): 120 SF
								Width (max): 6'
								Height (max): 20'
<b>Building/ Wall Signs</b>								Quantity: N/A
Sign related to a specific business that is mounted to the building. The Landowner may require architectural integration standards, material restrictions, dimensional reductions or		•		•	•	•	•	Advertising Display Area (ADA): 10% of building façade/ 48 SF
								Width (max): N/A
								Height (max): N/A

SIGNAGE STANDARDS								
Sign Type <sup>1</sup>	Greenway Overlay	Hamlet	Villages	Neighborhood Centers	Village Centers	Regional Activity Center	Employment Center	Specifications
coordinated design themes through private signage programs.								
<b>Residential Monument Signs</b>								Quantity: Each Residential Subdivision Entry
Community Monument Sign to secondary entrances and communities less than 300 units		•	•	•	•	•	•	Advertising Display Area (ADA): 48 SF
								Width (max): 15'
								Height (max): 6'
<b>Wayfinding/ Directional Signs</b>								Quantity: Along and within community rights-of-way
Directional signage located along roadways to guide drivers through the community	•	•	•	•	•	•	•	Advertising Display Area (ADA): 32 SF
								Width (max): 6'
								Height (max): 8'
<b>Painted Signs</b>								Quantity: 1 per business
A form of mural that may include commercial advertising generally painted on a structure		•		•	•	•	•	Advertising Display Area (ADA): 32 SF – only for logo or branding, Mural not included in area
								Width (max): 3'
								Height (max): 12'
<b>Window Signs and Graphics</b>								Quantity: 1 per business per facade
Business signage applied to windows identifying the business name or function		•		•	•	•	•	Advertising Display Area (ADA): 24 SF
								Width (max): 3'
								Height (max): 10'

1. All signs may be double sided.
2. Multiple tenants may be located on each sign face.
3. Separate architectural features such as towers, columns, arches and the like may be included and may not exceed thirty-five (35) feet in height. Such signs may be externally illuminated. Multiple tenants may be located on each Sign panel.
4. Hanging building signs must provide at least eight (8) feet minimum vertical clearance above established grade and not exceed a maximum advertising display area of sixteen (16) square feet per face. Total signage area shall not exceed ten percent (10%)

of the building façade (includes both façade and hanging signs). Building signs may be internally or externally illuminated. Awning signage shall count toward the maximum total signage area per building façade.

5. Minimum vertical clearance of Overhead Guide Sign above roadways shall be eighteen (18) feet.
6. Signage is permitted on all building facades. It may be internally or externally illuminated.
7. Any sign within this MPD may contain the overall project (MPD) branding not to exceed two (2) square feet per sign face in addition to the allowable ADA.
8. Pylon signs may be permitted as outparcel signs and subject to those standards.
9. A master signage program may reallocate sign area among wall, freestanding, blade, canopy, roof, and other permitted sign types within a Development Parcel, provided total allowable ADA is not exceeded.
10. Multi-tenant buildings may allocate total allowable signage among tenants at the discretion of the property owner, subject to overall ADA limits.
11. Architectural features such as towers, entry structures, arches, columns, or placemaking elements may exceed the height of the ADA, provided ADA limits are not exceeded.
12. The Landowner may designate specific corridors or areas where sign height, scale, quantity, or intensity is reduced below the maximum allowances provided herein.

(viii). Other Signs. Other signs shall be permitted as follows, subject to private signage guidelines where applicable:

- a. Real Estate Signs: Shall be in accordance with the LDC.
- b. Garage Sale Signs: Shall be in accordance with the LDC and Code of Ordinances Chapter 16, Article V, Garage Sales.
- c. Model Home and Sales Office Signs: One (1) on-site freestanding sign up to thirty-two (32) square feet per side. Up to four (4) flags or banners may be used.
- d. Construction Site Signs: Shall be in accordance with the LDC.
- e. Political Signs: Shall be in accordance with the LDC.
- f. Sandwich Boards (A-Frame) signs: Allowed within the Regional Activity Center, Village Centers, Employment Center and Neighborhood Centers. These signs shall be in accordance with the LDC.
- g. Regulatory Signs: Shall be in accordance with the LDC.
- h. Drive-Thru Menu Board and Speaker Sign: Shall be in accordance with the LDC.

- i. Lifestyle Signs: Lifestyle signs are signs consistent with the overall community theme that relays the assets of the community. These signs may only be erected by Landowner and may be within the right-of-way. These signs may be up to twenty (20) square feet each and located along the Regional Roadway Network.
- j. Signage on Bus/Transit Stops: Covered transit stops may have advertising signage up to twenty-four (24) square feet per side, maximum two (2) sides.
- k. Banners: Banners are allowed within the Regional Activity Center, Village Centers and Neighborhood Centers. Business banners shall follow the LDC. Community event banners may be up to forty-eight (48) square feet of area per side and may be placed over public roads to announce community events.
- l. Flags: Within the Regional Activity Center, Employment Center and Village Centers, each site may have up to three (3) flagpoles up to a height of fifty (50) feet in height. The Landowner may reduce flag height or quantity within specified portions of the Property.
- m. Autonomous/ Transit Vehicle Signage: Vehicle wraps for transit and public autonomous vehicles are not regulated under this MPD.
- n. Gas Pricer (Manual or Digital): Gas pricers may be either manual or digital. The area of a gas pricer shall be included on the sign area allowed for that business. Brightness, animation, dwell time and hours

of operation of digital gas pricers may be further regulated by the Landowner through private standards.

- o. Gas Canopy: Gas canopy signage is allowed on each canopy up to twenty-five percent (25%) of the façade facing a street.
- p. Directory Signs/Informational: Signs generally located in nonresidential areas to guide pedestrians to different uses. Directory and informational signs may be double-sided and may be up to twenty-four (24) square feet in area per face.
- q. Interpretive Signs: Interpretive signs are allowable throughout the MPD. Signs may be up to six (6) square feet each and are for the purpose of educating pedestrians. Corporate sponsorship logos are allowed on the signage.
- r. Directory/Street Address Signs: Allowed to identify the address and/or building number of a building/structure, parcel or other similar area. These signs shall have no locational standards from private or public rights-of-way.

(h). Improvements in Public Rights-of-Way. The Landowner and/or the applicable Entity may place, construct and maintain improvements within public rights-of-way dedicated to the City or other applicable maintaining governmental agency subject to approval by the applicable agency. These improvements may consist of signs as set forth above, fencing, stamps or marked decorative paving, pavers, landscaping, irrigation, lighting and decorative hardscape features including walls, columns and other structures subject to the terms and conditions contained herein. The Landowner or Entity (as applicable) shall be responsible for the following:

- (i). Cost of installation and operations of any public right-of-way improvement;
- (ii). The cost of maintenance, repair and replacement of any public right-of-way improvement;
- (iii). Submittal of an application for public right-of-way permit review and approval;
- (iv). Placement, construction or installation of improvements within the public right-of-way that do not obscure the field of vision of motorists, bicyclists or pedestrians along the public right-of-way; and/or
- (v). Removal either permanently or temporarily of all or any portion thereof of any improvement within the public right-of-way as requested in writing by the applicable governmental maintaining agency if one (1) of the following occur:
  - (a) a violation of these provisions, (b) the City or applicable governmental maintaining agency determines there are public health, safety or welfare issues warranting removal or (c) the City must maintain or access the right-of-way for public health, safety or welfare issues. Any such removal is at the Landowner's or Entity's (as applicable) sole cost and expense. Should the improvements not be removed as requested within thirty (30) days of written notification by the applicable governmental maintaining agency, said agency shall have the right to remove the improvements and costs of removing them shall be paid by the applicable party.

(i). Site Development Standards. Table 5, Lot and Site Development Standards, below provides the lot and development standards for the allowed uses within the Property. Setbacks are measured in accordance with the LDC unless specifically set forth in this Development Agreement. Maximum FAR will comply with the MPMU Comp Plan Provisions and Section 5 above. Lot coverage and

Impervious Surface Area (“ISR”) shall be shown on the applicable technical site plan for each Development Parcel. For purposes of calculating the ISR, surface water management facilities, such as retention ponds, shall be treated as pervious areas. Pervious pavement systems, structured parking decks, rooftop amenities and stormwater management system(s) located beneath parking or buildings shall not count toward ISR.

**Table 5 Lot and Site Development Standards**

**Community Form**

<b>Design and Dimensional Standard</b>	<b>Greenway</b>	<b>Hamlet</b>	<b>Villages</b>	<b>Neighborhood Center (NC)</b>	<b>Village Centers (VC)</b>	<b>Regional Activity Center (RAC)</b>	<b>Employment Center (EC)</b>
<b>Maximum Form Size (ac)</b>	n/a	n/a	n/a	n/a	200 Ac	n/a	n/a
<b>Min Lot Area Square Footage</b>							
• Single-Family, detached	n/a	1,200	4,500	3,500	3,500	3,500	n/a
• Cottages, Tiny Homes (Fee Simple)	n/a	600	600	600	600	600	n/a
Single family, attached (Townhome, duplexes, triplex, quadplex)							
• Interior	n/a	1,500	1,800	1,800	1,500	1,500	n/a
• Exterior		2,500	2,800	2,800	2,500	2,500	n/a
• Multi-Family (apartments, cottages, condominiums)	n/a	15,000	15,000	15,000	10,000	10,000	10,000
• Nonresidential	5,000	0	0	0	0	0	0
<b>Min Lot Width (Feet)</b>							
• Single-Family, detached	n/a	20'	20'	20'	20	20'	n/a
• Cottages, Tiny Homes (Fee Simple)	n/a	15'	15'	15'	15'	15'	n/a
• Single family, attached (Townhome, duplexes, triplex, quadplex)							
• Interior	n/a	15'	18'	18'	15'	15'	n/a
• Exterior		25'	28'	28'	25'	25'	n/a
• Multi-Family (apartments, cottages condominiums)	n/a	100'	125'	125'	100'	100'	100'
• Nonresidential	50'	0'	0'	0'	0'	0'	0'
<b>Max Lot Coverage by Buildings (Primary and Accessory building footprints)</b>							
• Single Family, detached	n/a	65%	60%	60%	65%	65%	n/a
• Cottages, Tiny Homes (Fee Simple)	n/a	85%	85%	85%	85%	85%	n/a
• Single family, attached (Townhome, duplexes, triplex,	n/a	70%	50%	65%	70%	70%	n/a

**Table 5 Lot and Site Development Standards**

**Community Form**

<b>Design and Dimensional Standard</b>	<b>Greenway</b>	<b>Hamlet</b>	<b>Villages</b>	<b>Neighborhood Center (NC)</b>	<b>Village Centers (VC)</b>	<b>Regional Activity Center (RAC)</b>	<b>Employment Center (EC)</b>
quadplex)							
• Multi-Family (apartments, cottages condominiums)	n/a	75%	45%	45%	75%	75%	n/a
• Nonresidential	75%	75%	50%	75%	75%	75%	75%
<b>Max Building Height (feet)</b>							
• Single Family, detached	n/a	35'	35'	35'	35'	35'	n/a
• Cottages, Tiny Homes (Fee Simple)	n/a	35'	25'	25'	25'	25'	n/a
• Single family, attached (Townhome, duplexes, triplex, quadplex)	n/a	35'	35'	40'	40'	40'	n/a
• Multi-Family (apartments, cottages condominiums)	n/a	35'	55'	55'	55'	100'	55'
• Nonresidential	55'	35'	35'	35'	55'	200'	No Max.
• Mixed Use buildings	n/a	n/a	n/a	55'	55'	55'	55'
• Accessory Structures	n/a	35'	35'	35'	35'	35'	55'
<b>Min Single Family Residential Setbacks</b>							
<b>Single Family, detached</b>							
Front: 1 Primary Structure	n/a	15'	15'	15'	15'	0'	n/a
• Front Facing Garage/ Carport	n/a	20'	20'	20'	20'	20'	n/a
• Porch (if porch is at least one-third (1/3) the frontage of the front façade of the house)	5'	10'	10'	5'	5'	0	n/a
• Alley	n/a	n/a	3'	3'	3'	3'	n/a
Side:	n/a	5'	5'	5'	5'	5'	n/a
Rear, Primary Structure	n/a	10'	10'	10'	10'	10'	n/a
Rear, Garage/Accessory Structure	n/a	0'	5'	5'	5'	5'	n/a
Greenway Overlay Setback, minimum	n/a	10'	25'	50'	25'	25'	n/a
<b>Cottages, Tiny Homes (Fee Simple)</b>							
Front: 1 Primary Structure	n/a	0'	0'	0'	0'	0'	n/a
• Front Facing Garage/ Carport	n/a	n/a	n/a	n/a	n/a	n/a	n/a

**Table 5 Lot and Site Development Standards**

**Community Form**

<b>Design and Dimensional Standard</b>	<b>Greenway</b>	<b>Hamlet</b>	<b>Villages</b>	<b>Neighborhood Center (NC)</b>	<b>Village Centers (VC)</b>	<b>Regional Activity Center (RAC)</b>	<b>Employment Center (EC)</b>
Side:	n/a	0	0'	0'	0'	0'	n/a
Rear	n/a	0'	0'	0'	0'	0'	n/a
Greenway Overlay Setback, minimum	n/a	10'	25'	50'	25'	25'	n/a
<b>Single family, attached (Townhome, duplexes, triplex, quadplex)</b>							
Front: 1 Primary/Accessory Structure	n/a	0'	15'	10'	10'	0'	0'
1 Front Facing Garage/ Carport	n/a	20'	20'	20'	20'	20'	20'
Alley	n/a	3'	3'	3'	3'	3'	n/a
Side: 1 Interior	n/a	0'	0'	0'	0'	0'	0'
1 Exterior	n/a	5'	10'	5'	5'	5'	5'
Side Street, Exterior	n/a	10'	10'	10'	10'	10'	10'
Side, Accessory Structure	n/a	5'	5'	5'	5'	3'	5'
Rear, Primary Structure	n/a	10'	10'	10'	10'	5'	10'
Greenway Overlay Setback, minimum	n/a	10'	25'	50'	25'	25'	50'
<b>Min Multi-Family Setbacks (measured from parent parcel or ROW Line)</b>							
Front: 1 Primary Structure	n/a	0'	20' interior/ 30' exterior	20'	0'	0'	0'
• Parking Garages	n/a	0'	30'	20'	0'	0'	0'
• Garages and Carports	n/a	3'	3'	3'	0'	0'	0'
Side:	n/a	0'	20'	20'	0'	0'	0'
Side Street/Corner Lots	20% of Primary Front						
Rear:	n/a	0'	20'	20'	0'	0'	0'
Accessory Structures	n/a	0'	10'	5'	0'	0'	0'
Greenway Overlay Setback, minimum	n/a	25'	25'	25'	25'	25'	50'
<b>Min Nonresidential Setbacks</b>							

Table 5 Lot and Site Development Standards							
Community Form							
Design and Dimensional Standard	Greenway	Hamlet	Villages	Neighborhood Center (NC)	Village Centers (VC)	Regional Activity Center (RAC)	Employment Center (EC)
Front:	0'	0'	n/a	0'	0'	0'	0'
Side:	0'	0'	n/a	0'	0'	0'	0'
Rear:	0'	0'	n/a	0'	0'	0'	0'
Accessory Structures	10'	0'	n/a	5'	0'	0'	0'
Greenway Overlay Setback, maximum	n/a	50'	n/a	50'	50'	50'	50'
Impervious Surface Ratio (ISR)	75%	85%	n/a	85%	85%	85%	85%

Table 5 Notes:

- Dimensional standards shall be measured project-wide, over the Development Parcel or from the parent parcel or ROW line for single family attached, multi-family or non-residential use and may be measured project-wide, over the Development Parcel or from the parent parcel or ROW line for single family detached. Standards may also be satisfied on a block by block, phase by phase or master/parent tract basis and such satisfaction will be depicted on the applicable technical site plan.
- Minimum lot size requirement for well and septic must be one (1) acre notwithstanding LDC Section 9.07.05(B)(4).
- For zero (0) lot line, building separation is subject to Florida Building Code and one (1) side setback is zero feet (0') with the other side setback seven and one-half feet (7.5').
- The setbacks for a multi-story building are subject to the standards in Table 5, and no additional setbacks are required regardless of the adjacent use. Setbacks may be reduced or eliminated where internal to the Property and where fire code and Florida Building Code separation requirements are met.
- Calculation of density and intensity shall be pursuant to the MPMU Comp Plan Provisions and Section 5 above.
- No residential unit shall have a minimum living area.
- Unusually tall structures (i.e. observation towers, silos, zipline towers, steeples, clock towers, etc.) are exempt from height restrictions except applicable Florida Building Code, FAA restrictions, etc. Mechanical equipment, elevator overruns, parapets, rooftop amenities, architectural features and structured parking decks shall not be included in height calculations.
- Building height is measured as set forth below.
- Pervious parking is not included in the ISR calculation.
- Mixed use buildings follow nonresidential dimensional standards. Parking structures shall not be subject to lot coverage limitations.
- The minimum building separation between multi-family buildings is twenty feet (20').
- Flag lots are permitted.
- For townhome residential uses, a minimum of two (2) attached units per building and a maximum of twelve (12) attached units per building are allowed.
- Any upland buffer and/or building setback set forth in this Development Agreement, including those provided in Sections 7(b) and (f) are permitted within any Greenway Overlay setback. The Greenway Overlay setback will be measured from the Greenway Overlay boundary to the applicable building and will not be in addition to any upland buffer and/or building setback.

(j). Pedestrian/Bicycle Access. Development of the Property will include a non-vehicular network of pedestrian and bicycle circulation which may include bike lanes, pedestrian/bike paths and/or electric vehicle paths as provided in Section 14 below. This non-vehicular network is proposed to provide interconnectivity between development areas and amenities, thereby reducing the need for vehicular travel. Table 6, Pedestrian Access, below and the cross-sections attached as **Exhibit “B”** provide recommended non-vehicular facility standards for the internal road network and Regional Roadway Network within the Property. These standards may be modified in coordination with the LUA as part of the applicable technical site plan approval without the need to modify this Development Agreement. The timing of construction of the non-vehicular network facilities will occur as development progresses within the Property, including in phases. Bicycle facilities may not be provided on all roads within the Property. LDC Section 9.02.03(E) does not apply to development of the Property.

**Table 6 Pedestrian Access**

Facility	Required	Width	Location
All Local Streets	Sidewalk * or Stabilized Path/Trail	5'	One side of the street
Minor and Major Collectors	Sidewalk	5'	Both sides of street
	OR		
	Multi-Use Path	10'	On one side of street
	Electric Vehicle Path	12'	On one side of street

\* Sidewalks are not required for cul-de-sacs with less than five residential lots.

\*\* Sidewalks, multi-use paths, paths and trails may be relocated, combined, deferred or substituted with alternative facilities when approved as part of the applicable technical site plan.

\*\*\* Hamlets of less than twenty (20) homes and other rural areas may be served by rural local roads or stabilized low impact roads that are not required to comply with the above sidewalk or stabilized path/trail standard.

(k). Lighting. Lighting shall be provided in accordance with the LDC. In addition, developers/builders may pursue Florida Fish and Wildlife Conservation Commission friendly lighting certification consistent with MPMU Comp Plan Provision 1.7.1.2.A. The LUA is permitted to provide exemptions to the LDC lighting standards and to approve light poles above thirty-five (35) feet.

(l). Habitat.

- (i). A Habitat Conservation Management Plan(s) (“HCMP”) will be developed and implemented as part of any federal and state environmental permitting within or adjacent to the Greenway Overlay (or portion thereof). Upon permit issuance by the applicable regulatory agency (e.g. SJRWMD, Corps, etc.) in which a HCMP is required as part of permit issuance, a copy of the HCMP will be provided to the LUA. The applicable regulatory agency shall monitor the HCMP and require updates as needed as part of the environmental permitting process. Implementation of the HCMP will be the responsibility of the permittee.
- (ii). Regulations for endangered species, threatened species and species of special concern (“Species”) shall follow the applicable federal and/or state regulations. The listed species study referenced in LDC Section 10.04 shall mean any listed species study required as part of federal and/or state environmental resource permitting for development of the Property or portion thereof with the densities and intensities set forth herein. Mitigation or protection of a Species located within the Property shall be pursuant to the applicable federal and/or state environmental resource permit associated with development of the Property or portion thereof at the densities and intensities set forth herein.

(m). Water/Sewer/Reuse Utilities. The City will provide potable water, sewer and reuse water service to the Property, subject to entering into one (1) or more written agreements with the Landowner or other applicable party (“Utility Agreement”). The Utility Agreement will address the provision of potable water, sewer and reuse water to the Property, including without limitation, contributions-in-aid-of-construction, payment of construction fees, dedication of lift stations, the potential conveyance of well sites, plant sites and other ancillary sites within the Property. Any Utility Agreement for the Property (or portion thereof) that the Landowner is not a party must contain a written consent by Landowner prior to the City and applicable parties entering into said agreement. All uses and infrastructure, including but not limited to, electric substations, transformers, water and sewer pump stations, well heads, treatment plants, etc., required for potable water, sewer and reuse water utilities within the Property or by the project utility provider are allowable by right within the Property and any Sub-Area. The location of such uses and infrastructure will be provided at the time the portion of the Property needing such use and infrastructure is subject to a technical site plan. Utility infrastructure may be constructed in phases and sized to serve future phases. Notwithstanding anything herein to the contrary, certain portions of the Property, including, but not limited to, the Greenway Overlay, Transition Zones and Hamlets, may not be located adjacent to central water, central sewer and/or reuse service. In those instances, private owned individual use wells, individual onsite sewage treatment and disposal systems, package type wastewater treatment facilities and other similar facilities may be used to provide central water, central sewer and/or reuse water to the area/use provided the applicable developer obtains the necessary state permits. The minimum lot size for private owned individual use wells and individual onsite sewage treatment and disposal systems is one (1) acre.

(n). Fire Protection/Wildfire Mitigation. A wildfire mitigation plan(s) will be prepared by a forester, wildlife mitigation expert or a licensed landscape architect and submitted to the City at the

time of technical site plan review for those portions of residential and nonresidential development within the Property located adjacent to wildfire hazard areas. For purposes of this Development Agreement “wildfire hazard areas” are areas of heavily wooded and vegetated areas posing a threat of wildfire impacts as determined by a forester, wildlife mitigation expert or a licensed landscape architect. The Landowner is responsible for preparation of the initial wildfire mitigation plan and implementation will occur as residential and nonresidential development within the portions of the Property adjacent to wildfire hazard areas obtain technical site plan approval. The wildfire mitigation plan(s) will address the following:

- (i). creation of building construction standards;
- (ii). reduction of fuel for fires through methods such as tree removal and pruning, prescribed burns, mechanical mowing, herbicide treatment and removal of dead plant material;
- (iii). access for emergency vehicles;
- (iv). a Firewise landscaping plan;
- (v). water supply and storage for fighting fire;
- (vi). coordination with the City Fire Services; and
- (vii). a maintenance plan including provisions for inspection and enforcement by the City.

(o). Solid Waste. Solid waste collection services are available and will be provided by the City concurrent with the impacts from the projected demands generated by the development of the Property with the densities and intensities set forth in this Development Agreement and as such no Mitigation Agreement(s) as defined below is required as a condition of the Property development. By way of example and as of the Effective Date (as defined below), solid waste services within the City are

provided by the City in accordance with its exclusive residential solid waste collection contract, as may be amended from time to time. Private contractors may be used for nonresidential establishments and facilities. By way of example and as of the Effective Date, solid waste services for nonresidential establishments and facilities are the responsibility of the applicable property owner and may be provided by private contractors.

(p). Dry Utility Lines/Telephone/Electricity/Fiber Optic. Non-water, sewer and reuse utilities, including, but not limited to, telephone, electric, fiber optic, cable, etc., may be located anywhere within the Property and will be provided in accordance with the LDC.

(q). Hurricane Evacuation. The Regional Roadway Network generally depicted on the MPD Master Plan will provide east-west connections increasing available evacuation routes.

(r). Water Conservation. Water conservation will be provided in accordance with Article V, Water Conservation Policy, Chapter 24 of the Code of Ordinances. Conservation strategies may include development standards such as Florida Water Star, Florida-Friendly Community, Florida-Friendly Landscaping and/or Florida Green Lodging standards of the voluntary program outlined in Article II, Green Development Program, Chapter 15 of the Code of Ordinances. Other strategies include enforcement of irrigation schedules.

(s). Fencing/Walls. Fences are a permitted accessory use within all Sub-Areas.

(i). Setbacks and placement. Fences may be located in easements so long as they do not interfere with utilities. Fences are allowed within all setbacks, upland buffers, building setbacks and buffers including within the Greenway Overlay and WUOSTZ Areas (defined below).

(ii). Height. The maximum height of fences measured from finished grade shall not exceed ten (10) feet for nonresidential uses, civic or public recreation sports

fields shall not exceed twelve (12) feet and six (6) feet for residential uses. Fences in front yards of residential uses may not exceed four (4) feet. Fences within the Greenway Overlay shall be selected to promote migration of animals.

(t). Building Height. Building height will follow Table 5, Lot and Site Development Standards, and measured per the LDC.

(u). Architecture. Development within the Property will be subject to private architectural standards and review and is exempt from LDC Chapter 13. The following standards apply to nonresidential and multi-family development within the Property.

(i). Color palette/exterior treatment and finishes shall generally be coordinated to follow natural elements such as brick or masonry, manufactured or natural stone, terra cotta, natural wood siding and including natural appearing substitutes for materials.

(ii). Building orientation: Buildings shall be oriented to the street with the primary entrance facing the street to engage the sidewalk. Building orientation shall minimize the appearance of service areas.

(iii). Articulation: Building facades shall include articulation consistent with the chosen architectural style and shall include a variety of features to provide sufficient articulation. Suitable articulation techniques include horizontal modulation, vertical modulation, covered entries at articulation intervals and/or projections of windows, balconies, entries, or stair enclosures.

(v). Pollution and Environmental Concerns. Development within the MPD is subject to Code of Ordinances Chapter 24, Article II.

(w). Fill. Fill from a stormwater pond, borrow pit or any other area of the Property may be used anywhere within the Property and at any time, except for those areas encumbered by a conservation easement and in upland buffers unless the applicable regulatory permit is obtained to allow fill in these areas. LDC Section 4.03.03 as to soil extraction is not applicable to the Property.

(x). Cultural and Historic Resources. Development of the Property will adhere to LDC Section 10.05 related to cultural and historic resources, except that if any portion of the Property is determined to have a potentially significant or a significant cultural resource in areas proposed for development, the Landowner and City will adhere to any recommendations of the state historic preservation officer.

(y). Parking and Loading.

(i). The minimum parking and loading requirements within the Property will be consistent with LDC Section 5.04 unless otherwise provided for in this Development Agreement.

(ii). Minimum parking requirements are allowed to be met with any combination of off-street parking, central parking lots, parking structures, shared parking and other areas not located on the site the parking serves (e.g. off-site parking). For off-site parking, the parking must either be located within one thousand feet (1,000') of the building(s) or use(s) it serves or a shuttle, autonomous vehicle, or other type of transportation is provided from the parking to the building(s) or use(s) the off-site parking serves. On-street parking and parking on the side of a building is allowed to satisfy minimum parking requirements. LDC Section 5.04.08 does not apply to the Property provided that for shared parking and joint

use facilities a licensed traffic engineer certifies in a shared parking analysis the amount of parking is adequate.

- (iii). Nonresidential off-street parking spaces and access ways shall not be located closer than five (5) feet from any side property line unless otherwise approved by the LUA.
- (iv). On-street parallel or angled parking shall be designed to promote traffic calming, pedestrian use, and shopping convenience.
- (v). To prevent over-parking that results in large expanses of unused paved parking, a parking demand study is allowed to be submitted at the time of the applicable technical site plan review to allow a reduction in the minimum required number of parking spaces for any specific use.
- (vi). On-street parking will not require a landscape buffer or other screening.
- (vii). Pool cabanas, bathhouses and similar structures shall not require parking when associated with a main facility building.
- (viii). Schools shall be exempt from the listed criteria and will comply with applicable local and state standards.
- (ix). There is no maximum parking space standard applicable to the Property development.
- (x). Parking spaces and loading spaces for any residential or nonresidential use within the Greenway Overlay Sub-Area and Hamlets are permitted to be designed and constructed with pervious or unpaved materials. Driveways and areas in which mobile food dispensing vehicles or temporary commercial kitchens may be located are allowed to consist of pervious or unpaved surfaces.

The pervious or unpaved surfaces allowed herein shall be sufficient to allow for emergency access and be designed with a minimum six (6) inch compacted crush-crete or approved equivalent twelve (12) inch compacted subgrade with a minimum L.B.R. forty (40).

- (xi). Parking spaces reserved for pick-up, drive-up, order ahead or other similar type use shall count toward the applicable parking minimum.
- (xii). Parking in a garage is not required for any use, including residential, notwithstanding LDC Section 4.01.03.

**Table 7 Parking Standards**

**Residential Development Parking**

<u>Use</u>	<u>Parking Spaces Minimum Required</u>
Single-Family (SF) & Duplex Homes (DH)	<ul style="list-style-type: none"> <li>• Two (2) spaces per dwelling unit (DU)</li> </ul>
Townhomes (TH), other Multifamily (MF) & Cottage, Triplex & Quadplex	<ul style="list-style-type: none"> <li>• 1.75 spaces per dwelling unit</li> </ul>

Parking will provided as set forth above, including, but not limited to, in off-street areas, garages, carports, or driveways or by parallel or angled (including ninety (90) degree) and on-street parking within public and private rights-of-way. For multi-family residential uses, required parking may be provided by tandem parking.

**Non-Residential Development Parking**

<u>Use</u>	<u>Parking Spaces Required</u>
Community Recreation Facilities	<ul style="list-style-type: none"> <li>• One (1) space per 600 square feet of enclosed main building area</li> </ul>
Cultural/ Institutional & Civic	<ul style="list-style-type: none"> <li>• One (1) space per 600 square feet of building area</li> </ul>
Retail Commercial	<ul style="list-style-type: none"> <li>• Four (4) spaces per 1,000 square feet on non-residential development</li> </ul>
Office / Flex Space	<ul style="list-style-type: none"> <li>• Based on Code for Individual use</li> </ul>
Office	<ul style="list-style-type: none"> <li>• Based on Code for Individual use</li> </ul>

Industrial  
Hotel

- Based on Code for Individual use
- One (1) space per room

Unless specified otherwise in this Development Agreement, the parking calculation for nonresidential development shall be in accordance with the LDC for the developed use. Shared parking is allowed, provided the appropriate cross access easements are agreed to by the parties. Parking is allowed in off-site lots or areas shared by several uses provided the number of spaces required for each use is provided. Additional parking is allowed at community facilities and is allowed to be shared with other adjacent sites. There will be no parking requirement for any facility considered accessory to a residential or nonresidential development.

- (xiii). As a condition of development, bicycle parking will be provided for multi-family and nonresidential uses. The minimum required number of bicycle parking spaces for multi-family and nonresidential uses shall be two percent (2%) of the required vehicular parking spaces. Bike racks shall be provided at all schools, recreation facilities, community facilities, shopping centers, and multi-family sites.
- (xiv). Loading spaces are permitted within off-street parking spaces used to satisfy minimum parking requirements. Loading spaces are permitted to be located on adjacent parcels or lots provided an easement is provided.
- (xv). Multiple drive-thrus are allowed for individual uses.

#### **SECTION 8. PHASING OF DEVELOPMENT/MIX OF USES.**

(a). The Property is proposed to be developed in three (3) phases as set forth below, unless tolled by statute, tolled pursuant to this Section and/or extended or the Landowner elects to accelerate the beginning date of a subsequent phase or phases, provided that all mitigation conditions for entering a subsequent phase(s) are met. The end date of a phase shall not be affected by an acceleration of the beginning date. Unused development rights from prior phases shall carry over into subsequent phases until buildout.

(b). Notwithstanding the mix of use types set forth below, the ultimate mix of use types within the Property shall be pursuant to the Land Use Conversion Table attached as **Exhibit “C”** and

Section 9 below and consistent with MPMU Comp Plan Provision Policy 1.7.2.2. The planned number of units and square footage described below may be developed anywhere within the Property regardless of Sub-Area provided the use is allowed. The mix of uses below are not intended to operate as minimum levels of development or commitments to develop.

**Table 8 Land Use and Phasing**

Use Type	Units	Phase 1 2026-2036	Phase 2 2036-2046	Phase 3 2046-2056	Buildout Total
Single Family Detached	DU	4,465	3,915	7,060	15,440
Single Family Attached	DU	1,661	2,739	80	4,480
Multi-Family	DU	1,180	820	0	2,000
Office	SF	400,000	0	338,000	738,000
Commercial	SF	810,000	478,000	588,000	1,876,000
Industrial	SF	0	2,179,000	1,056,000	3,235,000
Hospital	Beds	100	0	0	100
Hotel	Rooms	920	115	0	1,035
Soccer Complex	Fields	20	0	0	20
Sports/Entertainment Venue	Seats	28,000	0	0	28,000
Golf Course	Holes	18	0	0	18

*Any unused development rights will carry over into subsequent phases. Phases may be accelerated provided mitigation conditions are met to enter into the subsequent phase. See also Section 9 below.*

(c). Notwithstanding LDC Sections 2.05.06, 2.14.01 and 7.06(C) and (D), the above phasing, buildout and downzoning protection dates set forth herein shall control for purposes of the Property. This Section specifically supersedes the duration, timing and extension requirements in LDC Sections 2.05.06 and 2.14.01 applicable to MPD agreements. For purposes of this Development Agreement there is no commencement date.

(d). The buildout date is December 31, 2056. Notwithstanding the buildout date, this Development Agreement shall remain valid and effective for at least a period of thirty (30) years after the Effective Date (defined below) consistent with Section 163.3229, Florida Statutes. The duration of this Development Agreement may be extended pursuant to Chapter 163, Part II, Florida Statutes. Notwithstanding LDC Section 2.05.06(E) the Parties acknowledge that it may be necessary and

prudent for the City to grant multiple extensions in increments of more than one (1) year to the duration of this Development Agreement to allow for development of the residential and nonresidential mix of uses as set forth in herein. Therefore, the City agrees that it will not unreasonably withhold an extension to the duration of this Development Agreement in the event such an extension is sought by the Landowner.

(e). The development of any school, park/recreation, fire station, sheriff station, open space, places of worship, amenity center, community or civic center or other similar use is not included in the above mix of residential units or nonresidential development square footage for development purposes. Notwithstanding this these uses may be developed within the Property provided said use is allowed in the applicable Sub-Area.

(f). Until December 31, 2056, the approved development as set forth in this Development Agreement is not subject to downzoning, unit density reduction or intensity reduction, unless the Landowner consents to such change or the City can reasonably demonstrate (i) that substantial changes in the conditions underlying the approval of this Development Agreement have occurred, (ii) this Development Agreement was based on substantially inaccurate information provided by the Landowner, or (iii) that the change is clearly established to be essential to the public health, safety, or welfare.

(g). The time periods for the phasing dates, buildout date, downzoning protection date and any other such dates or deadlines within this Development Agreement shall be tolled during the period of any appeal or during the pendency of administrative or judicial proceedings relating to approval of the companion comprehensive plan amendment to designate the Property as MPMU on the Future Land Use Map pursuant to Chapter 163, Florida Statutes, the MPD rezoning and this Development Agreement and companion development permits. The phasing dates, buildout date, downzoning

protection date and any other such dates or deadlines within this Development Agreement may be extended as set forth in state law, including Section 252.363, Florida Statutes, without the need to modify this Development Agreement provided notice of the extension is provided to the LUA.

**SECTION 9. CONVERSION OF USES.**

The Landowner may increase or decrease the amount of a particular land use allowed within the Property without modifying or amending this Development Agreement, provided that (i) the changes are consistent with the Land Use Conversion Table attached as **Exhibit “C”** and MPMU Comp Plan Provision Policy 1.7.2.2 and (ii) at the time of election of a land use conversion under the Land Use Conversion Table, the Landowner shall notify the LUA of the conversion in writing at least thirty (30) days in advance of the conversion. Land use conversions consistent with this Development Agreement and the Land Use Conversion Table shall take precedence over any acreage amounts set forth in this Development Agreement. Provided that the conversion is consistent with the criteria contained in the Land Use Conversion Table attached as **Exhibit “C”** and the MPMU Comp Plan Provision Policy 1.7.2.2 and such converted uses are consistent with the uses allowed in this Development Agreement no additional approvals shall be required for the conversion.

**SECTION 10. PUBLIC FACILITY MITIGATION.**

(a). As a condition of development of the Property, public facilities mitigation necessitated by impacts from the development of the Property (or portion thereof) with the mix of uses as set forth herein will be provided consistent with state law and this Development Agreement. Such mitigation may include concurrency management system standards per Section 163.3180, Florida Statutes, Comprehensive Plan Transportation Element Policy 2.1.2.1(H), an alternative transportation system (for transportation related public facility impacts), a tax increment financing system(s) or other similar

type of public facility mitigation. For purposes of this Development Agreement public facilities (or public facility) are as defined in Section 163.3164, Florida Statutes, (2026). Any necessary public facility mitigation will be consistent with this Development Agreement. Public facility mitigation will be as set forth in one (1) or more Chapter 163, Florida Statutes, development agreement(s), (except as otherwise provided for herein) with such agreement subject to City Council approval and having a term of at least thirty (30) years and include provisions for any applicable impact fee, mobility fee or similar exaction credit to the Landowner consistent with state law and this Development Agreement (“Mitigation Agreement(s)”). Except as to transportation mitigation which may involve roadway construction, the City agrees that the Landowner’s sole public facilities mitigation conditions due to impacts from development of the Property (or portion thereof) shall be to dedicate land to the City or appropriate governmental entity and/or pay impact fees (subject to any impact fee credits). Any mitigation or exaction imposed on development of the Property (or portion thereof) with the densities and intensities set forth herein shall be uniformly applied to all other landowners within the City and consistent with state law. In no case shall the public facility mitigation assessed against any impacts from the development of the Property (or portion thereof) with the mix of uses herein be greater than the impact or proportionate share needed to mitigate the impacts from development of the Property consistent with state law.

(b). No later than the City’s approval of a technical site plan for any portion of the mix of uses set forth above in Table 8, Land Use Planning, (subject to the Land Use Conversion Table), the City Council will approve (to the extent applicable) one (1) or more Mitigation Agreement(s) to mitigate for the applicable public facility impacts from the residential unit(s) and/or nonresidential square footage(s) subject to the technical site plan application being approved. The Mitigation Agreement(s) may mitigate for all the mix of uses set forth above in Table 8, Land Use Planning,

(subject to the Land Use Conversion Table) or any portion thereof. It is possible that the approval of a technical site plan will necessitate the City Council to approve multiple Mitigation Agreement(s) for multiple types of public facility mitigation (e.g. transportation, school, utilities, etc.) associated with impacts from the residential and/or nonresidential development subject to the technical site plan. An applicant is permitted to process a technical site plan simultaneously with any applicable Mitigation Agreement(s) provided that the City Council must approve the Mitigation Agreement(s) before the City approves the technical site plan.

(c). To the extent the City’s Capital Improvement Plan (“CIP”) must be updated or amended to include any public facility mitigation associated with the development of the Property (or portion thereof) with the densities and intensities set forth herein, the City shall update the CIP, as appropriate, and such update shall at no time prevent the City issuing any development approvals (e.g., technical site plan, building permit, etc.) for the Property due to an update or amendment to the CIP.

**SECTION 11. STORMWATER**

(a). As a condition of development of the Property, stormwater management system(s) will be designed and permitted in accordance with SJRWMD and Florida Department of Environmental Protection (“FDEP”) regulations (as applicable) and as such shall meet the City’s stormwater level of service standards. No Mitigation Agreement(s) is required as a condition of development of the Property or portion thereof for stormwater/drainage as the requisite public facility mitigation for the development of the Property with the allowed mix of uses is as set forth in this Section 11.

(b). Alternative stormwater design within the Property is allowable as Property development progresses based on approval of the SJRWMD.

(c). Stormwater pond banks may be located directly adjacent to jurisdictional wetlands and are therefore considered part of the upland buffer when the retention area is designed to discharge to

those wetlands, and subject to permitting by the SJRWMD. Banks located adjacent to the wetlands shall be planted and shall become part of the upland buffer system after such planting except that exotic or non-native plants are prohibited. Stormwater ponds may be located within any upland buffer, building setback and/or other buffer or setback applicable to the Property or portion thereof provided the pond is allowed per any applicable SJRWMD permit.

(d). Portions of or component parts of the stormwater management system(s) will be owned and maintained by an Entity(ies) as development within the Property progresses and consistent with the applicable SJRWMD regulations provided that at buildout of the Property the stormwater management system(s) will be owned and maintained by one (1) or more Entity(ies).

(e). Given the location of the Property which is generally distinct and apart from the City's current stormwater management utility and stormwater management facilities and systems and that development of the Property is proposed to include one or more master stormwater management system(s) that will be constructed and maintained by one (1) or more Entity(ies), the City and the City's Director of Engineering and Stormwater have preliminarily determined that a waiver for the development of the Property should be granted such that the development within the Property is exempt from the City's stormwater management utility and associated fees, service charges, and other similar costs and provisions in Chapter 24, Article III, of the Code of Ordinances and any other similar City regulations. This preliminary waiver/exemption shall be reviewed at the time of technical site plan review for any portion of the stormwater management system(s) within the Property and the City's Director of Engineering and Stormwater shall determine whether a waiver/exemption (or some amount thereof) from the City's stormwater management utility and associated fees, service charges and other similar costs and regulations is granted.

(f). Upon approval of a Substantial Compliance application and prior to approval of a technical site plan for any residential and/or nonresidential development allowed within the Property, an applicant may submit engineering plans to the City to allow for early clearing and grading of a Development Parcel, or portion thereof, (“Early Clearing/Grading Permit”). An Early Clearing/Grading Permit application is designed to permit clearing and grading including moving and digging earth to prepare for roadway construction, stormwater pond construction, and any other improvements that do not involve utility work, paving, or other non-earthwork activities. The LUA must review and approve, approve with conditions or deny an application for Early Clearing/Grading Permit within forty-five (45) days from submittal. If an Early Clearing/Grading Permit application is not requested prior to technical site plan approval, the mass grading plans will be reviewed and submitted at the time of the applicable technical site plan. Early/Clearing Grading Permit plans submitted to the City should include (as applicable):

- (i). Depict boundary of area subject to Early Clearing/Grading Permit with bearings and distances;
- (ii). Limits of clearing and grading of area, including location or inventory of protected trees to be removed and preserved unless otherwise provided for in this Development Agreement;
- (iii). Depict construction access to all roadways adjacent to area;
- (iv). Depict any drainage, access, conservation and utility easements within and adjacent to area;
- (v). Location and identification of all water bodies within the area;
- (vi). Provide information on listed species within the area;
- (vii). All proposed wetlands, including impacted wetlands, depicted by acreage;

- (viii). Depict upland buffer, other natural perimeter buffers and areas;
- (ix). Grading and drainage of proposed site improvements with finished grade contours at one (1) foot intervals with spot elevations as needed;
- (x). Provide a stormwater pollution prevention plan (SWPP) unique to the subject area;
- (xi). Copies of permits from all regulatory agencies (e.g. SJRWMD) having jurisdiction over the project prior to commencement of construction; and/or
- (xii). Preserved wetland areas, upland buffers and drainage features identified in the applicable SJRWMD environmental resource permit shall be protected by providing erosion and sedimentation control measures. Tree barricades shall be erected around all trees not subject to clearing as a condition of any Early Clearing/Grading Permit. All cleared and/or graded surfaces shall be vegetated with either sodding or seeding, depending on slope.

(h). Within forty-eight (48) hours prior to clearing and grading, the applicable contractor is responsible for submitting a national pollutant discharge elimination system (NPDES) permit to the FDEP. Early Clearing/Grading Permits shall expire unless construction has commenced within any portion of the Property subject to the applicable permit within one (1) year of permit approval with up to two (2) one (1) year extensions granted by the LUA.

**SECTION 12. PARKS AND RECREATION.**

(a). As a condition of development, the Landowner shall dedicate or cause to be dedicated to the City up to one hundred eighty (180) acres for recreational purposes within the Regional Activity Center Sub-Area (the “Sports Activity Park”). The conceptual location of the Sports Activity Park is generally depicted on the Public Facilities Map attached as **Exhibit “D”** as the “Park Site”, and the

final location will be mutually agreed upon by the City and Landowner without the need to modify this Development Agreement. The Sports Activity Park shall be dedicated no later than one hundred eighty (180) days from the later of the (i) City's completion of the extension of Matanzas Woods Parkway as a two (2) lane road from U.S. 1 to the Sports Activity Park and (ii) the City's evidence of funding the development of the Sports Activity Park (the "Sports Complex Park Due Date"). For purposes of this Section 12, (i) "completion" is defined as the City's approval of as-builts and the opening of the above portion of Matanzas Woods Parkway for vehicles and (ii) "evidence of funding the development" shall mean the Sports Activity Park is in the City's five (5) year Capital Improvement Plan ("CIP") as a fully funded project. The dedication of the Sports Activity Park is a capacity adding improvement and capital facility and improvement and infrastructure as defined in Section 163.31801, Florida Statutes, and as such park system (a/k/a parks and recreation) impact fee credits will be issued for said dedication and the dedication will satisfy a portion of the recreation and park and open space level of service standard resulting from the residential Property development impacts. The Sports Activity Park is the same as the "Future Sports Complex" or "Regional Activity Center" generally identified on the City's Comprehensive Plan Map Series.

(b). The dedication of the Sports Activity Park shall be at no cost to the Landowner and subject to a conveyance agreement between the Landowner and the City. Such agreement shall provide for (i) the final location of the Sports Activity Park, (ii) a requirement for a deed restriction restricting the dedicated Sports Activity Park lands to park uses, (iii) a right of first refusal in favor of the Landowner in the event the City decides to sell or otherwise convey any of the Sports Activity Park for use for anything other than park lands, (iv) satisfaction of any public facility mitigation due to impacts from the development of the Sports Activity Park by others, (v) the amount and timing of the park system impact fee or other exaction credits or reimbursement, (vi) access, utilities and

infrastructure, (vii) architectural control covenants and (viii) any other relevant matters. The City will fund, construct, operate and maintain or cause to be funded, constructed, operated and maintained, the Sports Activity Park, including the provision of any necessary access, utilities and infrastructure. To the extent the City enters into any agreement or coordinates with another governmental agency or third party to fund, construct, own and/or maintain the Sports Activity Park the development conditions related to the Landowner's conveyance of the Sports Activity Park land set forth in this Development Agreement Section 12 shall apply and no such agreement and/or coordination shall impact this development condition, including the satisfaction of the City Park Regulations (defined below) mitigation and issuance of impact fees or mitigation credits.

(c). The dedication of the Sports Activity Park land is consistent with and in satisfaction of the City recreation and park level of service standards in the Comprehensive Plan and further detailed in the Code of Ordinances, including Chapter 29, Article III (the "Park Impact Fee Ordinance"), the LDC, including Section 3.05.04, and the City Parks & Recreation Master Plan, (collectively, the "City Park Regulations"). The City Park Regulations will be measured Property wide. Therefore, as individual residential Development Parcels within the Property undergo the City technical site plan process as set forth in Section 4 above, individual residential Development Parcels are not required to include or account for recreation, park and/or open space areas within their project boundaries provided at buildout of the Property the City Park Regulations mitigation is satisfied as set forth herein. For purposes of LDC Section 3.05.04, the twenty-five (25) unit trigger is calculated based on the total MPD residential units set forth in Section 8 and is not applied per individual residential Development Parcel. Any amenity center or other recreational, park and/or open space area, trail or multi-use path or similar use within any portion of the Property will satisfy the City Park Regulations, including the three (3) mile radius of most residential units per Comprehensive Plan Recreation and Parks (a/k/a

Public Recreation and Open Space) Element Policy 4.1.1.1. The dedication of the Sports Activity Park shall mitigate for all recreation, park and open space requirements set forth in the City Park Regulations for the first 13,813 residential units within the Property, including, but not limited to, satisfying the recreation and park level of service standards set forth in the Comprehensive Plan Capital Improvements Element Exhibit 8.1 and Recreation and Parks Element Policy 4.1.1 and other applicable City Park Regulations. No Mitigation Agreement(s) is required as a condition of development of the Property or portion thereof for park, open space and recreation public facilities for the first 13,813 residential units within the Property as the requisite public facility mitigation for park, open space and recreation is as set forth in this Section 12. Prior to the issuance of a technical site plan for the 13,814 residential unit and any subsequent unit within the Property, the City Council will approve any necessary Mitigation Agreement(s) for this public facility consistent with this Development Agreement. Said mitigation may be satisfied as set forth herein and by the Greenway Overlay and WUOSTZ Areas (as defined below).

(d). Provided the Landowner satisfies the conditions in this Section 12 as to the Sports Activity Park land dedication, no additional recreational and park and open space mitigation is required for the first 13,813 residential units issued building permits by the City within the Property, except the payment of any recreational facility impact fees per the Park Impact Fee Ordinance, subject to any available impact fee credits.

(e). The Landowner shall receive park system impact fee credits on a dollar-for-dollar basis for the Sports Activity Park land dedication and any other mitigation consistent with this Section 12 and Section 20. The amount of park impact fee credit shall be determined in accordance with the Park Impact Fee Ordinance, provided that the value of any land dedication shall be calculated by an MAI

appraiser based on the fair market value of the land for its highest and best use at the time of conveyance to the City.

(f). Old Brick Road (Site 8FL155), a/k/a Old Dixie Highway, traverses a portion of the Property. If approved by the state, City and the County, portions of Old Brick Road may be repaired, improved and/or maintained. Any repair, improvement and/or maintenance to Old Brick Road by the Landowner shall be conditioned upon such repair, improvement and/or maintenance being eligible for City park system impact fee credits pursuant to the Park Impact Fee Ordinance and in satisfaction of the City Park Regulations as well as any dedication of Old Brick Road by the Landowner to the City and/or County. The City shall provide to the Landowner a written determination prior to the Landowner commencing any dedication, repair or improvement or use of funds to repair or improve Old Brick Road that such dedication, repair, improvements and/or funds are eligible to satisfy the applicable park mitigation, including impact fees, in the City Park Regulations necessitated by residential development of the Property (or a portion thereof) over the first 13,813 residential building permits issued by the City. If the City is unable to provide such a written determination, the Landowner shall not be required to dedicate, repair, improve and/or fund Old Brick Road or any development associated with it.

**SECTION 13. GREENWAY OVERLAY/WETLANDS/UPLAND/OPEN SPACE.**

(a). Boundaries. As a condition of development and consistent with the MPMU Comp Plan Provisions, a Greenway Overlay will be provided within the Property as generally depicted on the MPD Master Plan attached as **Exhibit “B”**. The MPD Master Plan also generally depicts Wetlands and Uplands/Open Space within the Property and outside the Greenway Overlay, as well as Transition Zones in which Hamlets may occur (the “WUOSTZ Areas”). The boundaries of the Greenway Overlay and the WUOSTZ Areas within the Property shall be formally established when a development parcel

abutting the Greenway Overlay (or portion thereof) and/or the WUOSTZ Areas (or portion thereof) undergoes development permitting (e.g. technical site plan level environmental resource permitting with the SJRWMD, FDEP and/or the Corps) and pursuant to the following criteria:

- (i). As to wetland edges forming the Greenway Overlay and the WUOSTZ Areas, the final boundary shall be consistent with the limits of the jurisdictional wetlands and associated buffers as established in the applicable SJRWMD permits and consistent with the upland buffers set forth herein;
- (ii). As to upland edges and upland buffers forming the Greenway Overlay and the WUOSTZ Areas, the final boundary shall be established at the time of City technical site plan approval and generally be consistent with the MPD Master Plan;
- (iii). Any proposed Greenway Overlay and/or the WUOSTZ Areas land not located within the final boundary of the Greenway Overlay (or portion thereof) and/or the WUOSTZ Areas (or portion thereof) as applicable will be designated with the Sub-Area classification of the adjacent Sub-Area outside the Greenway Overlay and/or the WUOSTZ Area as applicable or the most appropriate Sub-Area as determined by the Landowner in coordination with the LUA; and
- (iv). The final boundary of the Greenway Overlay (or portion thereof) and/or the WUOSTZ Area (or portion thereof) shall be incorporated into the Greenway Overlay, WUOSTZ Area or Sub-Area as applicable and the MPD Master Plan as set forth herein and shall be effective without the requirement for an amendment or modification to this Development Agreement or the MPD Master Plan.

(b). Silviculture/Agriculture. Silvicultural and agriculture uses shall continue to be allowed within all of the Property including the Greenway Overlay consistent with MPMU Comp Plan Provision Policy 1.7.3.3 and this Development Agreement and within the WUOSTZ Area consistent with the Florida Department of Agriculture and Consumer Services Best Management Practices.

(c). Greenway Overlay.

- (i). Uses within the Greenway Overlay shall be consistent with the MPMU Comp Plan Provisions and Table 2, Permitted Uses, above. Any conservation easements within the Greenway Overlay shall be recorded consistent with applicable regulatory agency permit(s).
- (ii). Prior to the first technical site plan submittal for the Property (or portion thereof) that contains any portion of the Greenway Overlay, the owner(s) of the Greenway Overlay will adopt rules and regulations for the Greenway Overlay consistent with the MPMU Comp Plan Provisions and this Development Agreement and provide the City a copy of such rules and regulations. Any technical site plan that includes a portion of the Greenway Overlay shall indicate whether public access is allowed within the portion subject to the plan. The Greenway Overlay (or portion thereof) may be used to satisfy any park and recreational and open space mitigation arising from development of the Property with the mix of uses set forth herein.
- (iii). The City acknowledges that the Greenway Overlay provisions in this Development Agreement satisfy Comprehensive Plan Future Land Use Element Goal 1.7, including Policy 1.7.1.2, as to the Greenway Corridor Overlay MPMU Comp Plan Provisions.

(d). Open Space. Pursuant to MPMU Comp Plan Provision Policy 1.7.2.1 at least fifty percent (50%) of the Property is planned for recreation and open space uses (the “ROS Condition”). The allowed uses that will satisfy the ROS Condition may consist of any wetlands, natural water bodies, Existing Lake as conceptually depicted on the MPD Master Plan attached as **Exhibit “B”**, resource based, ecotourism, agritourism, active and passive/resource-based recreation and parks, community gardens, stormwater management facilities, wellfields, agricultural and forest lands, pastureland, plazas and other similar spaces within the Property, including those areas within the Greenway Overlay containing these uses and any open space and recreation lands within each Village. Utilities, roadways, stormwater ponds and associated facilities and other similar uses are allowed within the ROS Condition areas and/or uses. The ROS Condition exceeds any other City open space development condition and as such and notwithstanding anything else to the contrary, LDC Section 3.03.04(I) shall not apply to development of the Property.

(e). Ownership. The Greenway Overlay, WUOSTZ Areas, Existing Lakes and open space (and common open space) will be owned and maintained by one or more Entities. As part of technical site plan approval, the applicant will identify the Entity(ies) that will own and maintain the applicable portion(s) of the Greenway Overlay, WUOSTZ Areas, Existing Lakes and open space areas.

#### **SECTION 14. TRANSPORTATION/MOBILITY.**

(a). As a condition of development, the transportation/mobility mitigation due as a result of the impacts of the Property development with the densities and intensities set forth in this Development Agreement will be consistent with Section 10 above. The Landowner and the City will enter into one (1) or more Mitigation Agreement(s) to provide any identified transportation/mobility mitigation (“Transportation/Mobility Mitigation Agreement”).

(b). In order to promote alternative forms of transportation, reduce vehicle miles traveled and provide a connected system of public facilities and Sub-Areas and consistent with Comprehensive Plan Future Land Use Policy 1.7.1.3 above, a system of trails and/or pathways will be provided within the Property. As a condition of development, a trail, sidewalk and/or path will be provided within or adjacent to the right-of-way of certain roads as depicted on the cross-sections attached to the MPD Master Plan at **Exhibit “B”**. Any trail, sidewalk and/or path within the Property will be constructed in stages or phases consistent with the timing of development of the surrounding Property (or portion thereof) and will be depicted on the applicable technical site plan. The cross-sections may be modified during technical site plan of the applicable roadway. The trails and/or pathways within the Regional Roadway Network right-of-way will be owned and maintained by the City, County and/or FDOT. The trails and/or pathways outside the right-of-way and/or within or outside the right-of-way of the internal street network (excludes the Regional Roadway Network) will be owned and maintained by one (1) or more Entities. The Landowner shall receive transportation impact fee credits and/or park system impact fee credits on a dollar for dollar basis as calculated in Code of Ordinances Chapter 29, Article II, or the City Park Regulations (respectively) and satisfy the applicable level of service standard for streets and/or public recreation and open space in the Comprehensive Plan. The type, amount and timing of the impact fee credits and mitigation shall be determined in accordance with this Development Agreement and state law. The trails set forth herein are a capacity adding improvement and capital improvement and infrastructure as defined in Section 163.31801, Florida Statutes, and as such transportation or park system impact fee credits will be issued to the appropriate applicant on a dollar-for-dollar basis.

(c). Golf carts may be authorized by the City as part of the applicable technical site plan on public roadways, trails and pathways within the Property in accordance with Section 316.212, Florida

Statutes. Golf carts are allowed within private roadways, trails and/or pathways within the Property, and the owner of said areas will be responsible for creating golf cart operation requirements consistent with state law. As part of technical site plan review, the areas within the Property in which golf carts may traverse will be identified.

(d). Notwithstanding any City regulation, law or policy, low speed vehicles are allowed on streets within the Property consistent with State law, including Section 316.2122, Florida Statutes. As part of technical site plan review, the areas within the Property in which low speed vehicles may traverse will be identified.

(e). Notwithstanding any City regulation, law or policy, autonomous vehicles and/or transportation are allowed within the Property consistent with Section 316.85, Florida Statutes. As part of technical site plan review, the areas within the Property in which autonomous vehicles and/or transportation may traverse will be identified.

(f). E-bikes are allowed within the Property subject to state and local laws.

#### **SECTION 15. PUBLIC SAFETY.**

(a). As a condition of development, the Landowner shall dedicate or cause to be dedicated to the City land within the Property for two (2) fire rescue stations and one (1) co-located fire rescue station and sheriff substation (the “Co-located Site”) each of which is conceptually depicted on the Public Facilities Map attached as **Exhibit “D”** and any of these sites may also contain emergency medical services (collectively the “Public Safety Sites”). The Co-located Site shall be up to six (6) developable acres, and the other two (2) Public Safety Sites shall be up to four (4) developable acres each. For purposes of this Section 15, “developable acres” means uplands and those lands within the Public Safety Sites in which the Landowner has obtained wetland impact permits or cause to be permitted wetland impacts. Dedication of the Public Safety Site conceptually depicted on **Exhibit “D”**

north of the Regional Activity Center shall occur when both of the following actions happen: (i) the Sports Complex Park Due Date and (ii) when the City provides evidence that it has funded the development of this Public Safety Site. For purposes of this Section “evidence that it has funded the development of [this or the applicable] Public Safety Site” shall mean the Public Safety Site is in the City’s five (5) year CIP as a fully funded project. Dedication of the remaining two (2) Public Safety Sites shall occur no later than 180 days after the City approves the technical site plan for the roadway that provides access to the applicable Public Safety Site boundary and the City provides evidence that it has funded the development of the applicable Public Safety Site. The Landowner is not required to nor responsible for funding, constructing, operating and/or maintaining the Public Safety Sites. The Co-located Site may be located at any one of the Public Safety Sites with the final location mutually determined by the City and the Landowner.

(b). The dedication of each of the Public Safety Sites shall be at no cost to the Developer and subject to a conveyance agreement between the Landowner and the City. Such agreement shall provide for (i) the final location of the applicable Public Safety Site as mutually agreed to by the City and the Landowner, (ii) whether the Public Safety Site is the Co-located Site and if emergency medical services will occur at the site, (iii) a requirement for a deed restriction restricting the dedicated Public Safety Site to fire rescue and/or emergency medical services and for the Co-located Site to fire rescue and sheriff uses and/or emergency medical services, (iv) a right of first refusal in favor of the Landowner in the event the City decides to sell or otherwise convey any of the Public Safety Sites, (v) access, utilities and infrastructure, (vi) architectural control covenants and (viii) any other relevant matters.

(c). The City and the Landowner also acknowledge that the City administers on behalf of the County the emergency medical services impact fee pursuant to the Flagler County Emergency

Medical Services Impact Fee Agreement recorded at Official Records Book 2750, Page 1478 of the public records of the County (the “Emergency Medical Services Impact Fee ILA”) and the law enforcement impact fee pursuant to the Interlocal Agreement for the Collection of the Flagler County Law Enforcement Impact Fee recorded at Official Records Book 2750, Page 1545 of the public records of the County (the “Law Enforcement Impact Fee ILA”) and as such the Public Safety Sites set forth in this Section 15 shall be dedicated to the City and the Landowner is not responsible for coordinating with or otherwise collaborating with the County as to the Public Safety Sites. Therefore, the negotiation of the conveyance agreement for any of the Public Safety Sites shall only be between the City and the Landowner. The City shall be responsible for working with the County or other appropriate governmental entity as to any portion of the Public Safety Sites with emergency medical services and as to the sheriff substation at the Co-located Site. In the event issues arise between the City, the Flagler County Sherriff Department and/or the County (or other appropriate governmental entity) over any applicable Public Safety Sites, such issues shall not prevent the City from accepting from the Landowner the dedication of the applicable Public Safety Site by the due date set forth herein and approving development permits and development orders (e.g. the Substantial Compliance application, technical site plan review, building permit, etc.) for development within the Property or portion thereof.

(d). The City hereby acknowledges the land dedication for the Public Safety Sites, including the Co-located Site, set forth in this Section 15 satisfies the fire rescue, emergency medical services and law enforcement mitigation requirements for the Property development impacts. No Mitigation Agreement(s) is required as a condition of development of the Property or portion thereof for fire and rescue, emergency medical service or law enforcement public facilities as the requisite public facility mitigation for the development of the Property with the allowed mix of uses is as set forth in this

Section 15. No additional fire rescue system, emergency medical services or law enforcement mitigation is required as a result of impacts from the development of the Property with the densities and intensities set forth in this Development Agreement. Upon dedication of each Public Safety Site, the Landowner's development condition to dedicate said site is deemed satisfied regardless of whether the City and/or the County develop the Public Safety Sites as set forth herein. The Public Safety Sites are a capacity adding improvement, capital facility and capital improvement and infrastructure as defined in Section 163.31801, Florida Statutes.

**SECTION 16. AMENDMENTS/MODIFICATIONS TO THIS DEVELOPMENT AGREEMENT.**

(a). Overview. Changes to this Development Agreement may be made by a formal amendment or a minor (de minimis) modification as set forth in this Section 16 and are not subject to LDC Section 2.09.05(B) or other relevant City regulations.

(b). Amendment. Any change to this Development Agreement meeting the criteria below is subject to an amendment to the Development Agreement:

- (i). The addition of land to the Property;
- (ii). Any modification to add new area, height and bulk regulations not otherwise set forth in Table 5, Lot and Site Development Standards, above or as otherwise provided herein;
- (iii). Any increase in building height by more than twenty percent (20%); and
- (iv). Any request to allow those uses set forth in Section 5(c) above.

("Amendment"). An Amendment shall be submitted to the LUA for review and processing. The LUA shall review the Amendment for consistency with the MPMU Comp Plan Provisions, this Development Agreement and to confirm the proposed changes are not contrary to the public interest

nor create an unreasonable hazard, nuisance or constitute a threat to the general health, welfare or safety of the City's inhabitants (the "Change Review Criteria") and provide a written recommendation to the PLDR Board within forty-five (45) days of filing an Amendment with the LUA. The PLDR Board will review the Amendment and hold a public hearing to consider the Amendment and submit a written recommendation to the City Council within sixty (60) days of filing an Amendment with the LUA. The PLDR Board will review an Amendment based on the Change Review Criteria. The City Council will review the Amendment and hold two (2) public hearings to consider the Amendment within ninety (90) days of filing an Amendment with the LUA. The City Council will review an amendment based on the Change Review Criteria and consider the LUA's recommendation, the PLDR Board's recommendation and any public comment. Following the second public hearing, the City Council, by an affirmative vote of not less than a majority of the members of the City Council present at the hearing, will approve, approve with conditions or deny the Amendment with written findings for its action. Public notice of the PLDR Board public hearing and the City Council public hearings shall be consistent with the City noticing requirements for a zoning map amendment (owner initiated) and Florida Statutes. An Amendment shall be recorded in the public records of the County within fourteen (14) days of the City Council executing the Amendment.

(c). Minor Modification. Any other modification to this Development Agreement shall be considered to meet the general intent of this Development Agreement for a master planned community that supports the City's economic development goals and as such considered a minor (de minimis) modification and reviewed by the LUA ("Minor Modification"). Within forty-five (45) days of receipt of a Minor Modification application, the LUA shall approve, approve with conditions or deny the application with written findings for its action. The LUA will review a Minor Modification based on the Change Review Criteria. If an applicant decides to appeal the LUA's written decision of a Minor

Modification application, such appeal shall be a de novo review and follow the provisions in LDC Section 2.16. A Minor Modification approved by the LUA may be submitted to the LUA simultaneously with a Substantial Compliance application, provided the applicant agrees that a Substantial Compliance application may need to be revised and resubmitted depending on the LUA's determination on the Minor Modification and that the Substantial Compliance application decision will be issued after the Minor Modification decision. The LUA's written approval, approval with conditions or denial of the Minor Modification shall be incorporated into any subsequent Amendment and recorded in the public records of the County. No hearing, neighborhood meeting or other City public meeting is required for a Minor Modification.

- (d). Application. An application for an Amendment or Minor Modification must include:
- i. A written statement outlining the proposed changes to the Development Agreement and the reason for the application;
  - ii. If the changes consist of any changes to the text of this Development Agreement, a strike-through and underline version of the text changes;
  - iii. A revised MPD Master Plan if changes are made to the plan;
  - iv. Consistency determination with the MPMU Comp Plan Provisions; and
  - v. The name of the applicant and Landowner consent (if the applicant is not the Landowner).

(e). Application Processing. The Landowner or any owner within the Property (or portion thereof) may submit an Amendment or Minor Modification application without the consent of every owner within the Property. If an owner of the Property (or portion thereof) that is not the Landowner submits an Amendment or Minor Modification, said owner must include with the application written consent by Landowner (which consent is transferable by Landowner with written notice of transfer

provided to the City) for submittal of the application. Any Amendment or Minor Modification application shall address only those items raised by the application. Development of the Property may continue as the application is being processed consistent with this Development Agreement. Any conditions or additional City regulations imposed as part of the approval of an Amendment or Minor Modification shall only affect the Property or portion thereof subject to such application and address only those items raised by the proposed Amendment or Minor Modification. Notwithstanding anything to the contrary herein, nothing in an Amendment or Minor Modification shall modify, change or otherwise affect the Landowner's vested rights as set forth herein. The time periods in this Section 16 may be extended by mutual consent of the applicant and the LUA. There is no limit on the frequency of an Amendment or Minor Modification; thus, multiple property owners within the Property may process multiple Amendments and/or Minor Modifications at the same time or concerning the same Property or portion thereof.

**SECTION 17. LIST OF OUTSTANDING PERMITS/APPROVALS/PROPER SEQUENCING.**

Pursuant to Section 166.033(6), Florida Statutes, issuance of this Development Agreement shall not be construed as an exemption from any other applicable state or federal law. All other applicable state or federal permits or approvals shall be obtained before commencement of the portion of the Property sought to be developed.

**SECTION 18. DEVELOPMENT FEES.**

(a). The Landowner acknowledges and agrees that the City has enacted and may in the future increase the amount of Citywide impact fees or similar exactions. The Landowner acknowledges that the development of the Property shall be subject to all impact fees in effect at the time of permitting, provided that any impact fee shall be equitably and fairly charged to any developer

or landowner within the City. Notwithstanding anything to the contrary, the rights of Landowner to receive any impact fee credits shall be as provided pursuant to state law.

(b). Given MPMU Comp Plan Policy 1.7.2.1, the development program set forth herein, and that the application fees associated with an MPMU project are excessive and cost vastly more than the City's review time, the City is reducing the rezoning and this MPD Development Agreement application fees associated with the Property by 42.2% of the adopted application fee schedule. This reduction is based on the non-Greenway Overlay acreage in relation to the overall Property and more proportional to the actual cost of the application reviews. The fee reduction is also consistent with the amendment to Section 166.033, Florida Statutes, approved by Chapter 2026-7, Laws of Florida.

**SECTION 19. AGRICULTURAL/SILVICULTURAL.**

(a). The City acknowledges that the development of the Property will occur over time and in phases. It is the intent of the Landowner that portions of the Property on which physical project development has not been initiated shall continue in agricultural or silvicultural use (a/k/a bona fide agricultural/silvicultural operations), including timber production, in accordance with Florida Department of Agriculture and Consumer Services Division of Forestry Best Management Practices for silviculture (the "Silviculture BMPs") and consistent with past timber and land management practices and that until such physical project development is initiated on a particular Development Parcel (or portion thereof), the Landowner's primary purpose for ownership of the remaining portions of the Property shall be such agricultural or silvicultural activities. For purposes of this Section 19, initiation of physical project development occurs on a Development Parcel (or portion thereof) when the City issues (as applicable) a residential or nonresidential building permit for development within a Development Parcel (or portion thereof). Silvicultural and agricultural uses may occur subsequent to a building permit issuance on a Development Parcel (or portion thereof) provided the uses are

permitted within the applicable Sub-Area as set forth in Table 2, Permitted Uses, above or on the portion(s) of a Development Parcel not subject to a residential or nonresidential building permit. Silvicultural and agricultural uses within the Greenway Overlay and the WUOSTZ Areas shall be consistent with Section 13 above.

(b). The City also acknowledges that it will support a continued agricultural classification for ad valorem tax purposes for any portion of the Property used for agricultural and silvicultural purposes prior to initiation of physical project development (as defined herein) within such portion of the Property. The City has no objection to such agricultural and silvicultural uses on the undeveloped portions of the Property being classified by the Flagler County Property Appraiser as agricultural or silvicultural lands under provisions of Section 193.461, Florida Statutes, during the period when such portions of the Property are being used for agricultural and silvicultural purposes.

(c). Nothing contained in this Development Agreement requires the Landowner to develop the Property, and the City acknowledges that the Landowner intends to continue its existing agricultural and silvicultural uses on all or any portion of the Property, as provided for in this Development Agreement.

## **SECTION 20. IMPACT FEES.**

Impact fee credits towards any present or future impact fees, mobility fees or exactions that may be adopted by the City and/or in conjunction with the County shall be allowed for any contribution of land, money (including, but not limited to, proportionate share or fair share contribution) or improvements made by or on behalf of the Landowner or the applicable Entity, for public facilities pursuant to Section 163.3180, Florida Statutes, Section 163.31801, Florida Statutes, and applicable impact fee ordinance. For purposes of transportation/mobility fees and consistent with Comprehensive Plan Transportation Element Policy 2.1.2.1, site access improvements are not eligible for

transportation/mobility fee credit. The Landowner proposes and the City agrees that in the event that any contributions of land purchased by an Entity or other third party for money, payment of money (including, but not limited to, proportionate share or fair share payments) or improvements funded or constructed with funds from an Entity or third party (as applicable) give rise to impact fee credits from an Entity or third party, then such impact fee credit shall be established in the name of the Entity or third party (as applicable) pursuant to the impact fee. The amount of such credit shall be applied on a dollar-for-dollar basis and for land contribution based on the fair market value of the land for its highest and best use. The City acknowledges that it shall work with the Landowner to establish a voucher system for payment of impact fees within the Property and to administer impact fee credits which system may be set forth in any impact fee credit agreement entered into by the Landowner or the Entity with the City. Further, any impact fee credits issued by the City shall be assignable and transferable within the Property regardless of impact fee zone or district and as provided for and consistent with Section 163.31801, Florida Statutes. If the City imposes or increases an impact fee, mobility fee or other exaction after the Effective Date (defined below) of this Development Agreement, such approval shall include a procedure consistent with Section 163.31801, Florida Statutes, which provides credit on a dollar for dollar basis against the impact fee, mobility fee or exaction for any and all mitigation for impacts from development of the Property with the densities and intensities set forth herein. Any future increase of an impact fee or other exaction by ordinance after the Effective Date of this Development Agreement shall also subject the impact fee credit holder to the full benefit of the intensity and/or density prepaid or held by the impact fee credit balance as of the date the credit was established. Notwithstanding anything in this Section 20 to the contrary, any impact fee credits associated with the Public Safety Sites will be negotiated at the time of the applicable conveyance agreement between the Parties as set forth in Section 15 above.

If any impact fee, mobility fee and/or exaction assessed by the City or other appropriate governmental authority is amended to decrease, eliminate, waive (temporarily or permanently), or otherwise revise the impact fee, mobility fee and/or exaction obligations or replace any or all of the obligations with another form of exaction for the applicable public facility impacts in a manner which affects adversely the value or viability of the impact fee, mobility fee and/or exaction credit(s) a developer and/or builder may have been allocated as set forth herein, then such amendment shall serve as grounds for said developer and/or builder to request the City or applicable governmental authority to maintain the value or viability of the then remaining impact fee, mobility fee and/or exaction. The Parties agree that the impact fee, mobility fee and/or exaction to which a credit may be applied shall be those in effect at the time the impact fee, mobility fee and/or exaction is due pursuant to the applicable regulation.

**SECTION 21. COMMUNITY DEVELOPMENT DISTRICT/UNIT OF SPECIAL PURPOSE GOVERNMENT.**

The Landowner has indicated that it may form one (1) or more Community Development Districts or unit of special purpose government (“District”) within the Property pursuant to Chapter 190 or Chapter 189, respectively, (the “District Regulations”). Nothing in this Section shall be construed as approval or consent by the City to the establishment of a District pursuant to the District Regulations and the City expressly maintains all rights available to it pursuant to the above applicable State law related to the proposed establishment of a District. Any District for the Property (or portion thereof) approved pursuant to the District Regulations may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in the District Regulations, including, but not limited to, any public facility mitigation necessitated by impacts from development of the Property with the densities and intensities

set forth herein and any other project required as a condition of development or authorized by this Development Agreement. Construction or funding by any such District of all such projects within or outside the boundaries of the District set forth herein or necessary to serve the development approved by this Development Agreement is expressly approved. If the Landowner is required as a condition of development by this Development Agreement or other related agreement to provide, pay for or otherwise cause to be provided, infrastructure, projects, systems or facilities set forth in the District Regulations, then the District independently may satisfy such conditions. To the extent any condition under this Development Agreement is met or performed by the District, then the Landowner shall no longer be subject to the development condition. The Landowner proposes and the City agrees that, in the event that any contribution of land, money (including fair share payments) or improvements funded or constructed with funds from the District are required by law to give rise to impact fee credits to the District, then such impact fee credits shall be awarded in accordance with applicable law and this Development Agreement.

**SECTION 22.            STATE STATUTORY REQUIREMENTS FOR DEVELOPMENT AGREEMENTS.** It is the intent of the Parties that this Development Agreement be recognized as an action of the City and the Landowner under the DA Act, LDC Section 2.14.01(B), the City’s home rule powers and any other authority held by the City to enter into such agreement. LDC Section 2.14.01(D) and any other relevant Code of Ordinances and/or LDC sections are hereby waived, and the provisions of this Development Agreement shall control. For purposes of meeting the minimum requirements for development agreements in the DA Act, the following additional provisions are hereby made part of this Development Agreement:

(a). For the purposes of this Development Agreement, the contemplated uses, building intensity and maximum building height within the Property are set forth in the MPMU Comp Plan Provisions and this Development Agreement. The proposed population density is per MPMU Comp Plan Provision Policy 1.7.1.4.

(b). The current future land use designation of the Property under the Comprehensive Plan is DRI-Mixed Use and Conservation and under the County Comprehensive Plan Agriculture and Timberlands and Conservation and the proposed future land use designation in a companion application under the Comprehensive Plan is MPMU. The current zoning of the Property within the City is MPD and Agriculture and within the County Agriculture and the proposed zoning is MPD pursuant to this Development Agreement.

(c). The public facilities anticipated to serve the Property are as described in this Development Agreement.

(d). The local development permits needed to be approved for development of the Property include the following: Comprehensive Plan Amendment, this MPD rezoning and Development Agreement, Substantial Compliance applications, technical site plans, plats, building permits, public facility mitigation as set forth herein and any other official action of the City having the effect of permitting the development of land. Failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Landowner or any applicable developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction as provided for herein.

(e). The development of the Property with the densities and intensities set forth herein is consistent with the Comprehensive Plan, as such Comprehensive Plan is contemplated to be amended

coincident with this MPD rezoning and Development Agreement and the LDC as set forth herein. This Development Agreement is consistent with the Comprehensive Plan and the LDC.

(f). A conceptual graphic layout of the Property is attached as **Exhibit “B”**.

(g). This Agreement is voluntarily entered into in consideration of the benefits inuring to and the rights of the Parties arising thereunder.

**SECTION 23. BREACH/ENFORCEMENT.**

(a). In the event of a breach hereof by either party, the non-breaching party(ies) shall be entitled to the following rights and remedies: (i) as to a breach by the City, the right of Landowner to a writ of mandamus, if a ministerial duty is involved, or other appropriate action to compel the City to comply with the terms of this Development Agreement and (ii) as to a breach by the Landowner, then the Landowner shall be subject to the remedies provided for in the Code of Ordinances Chapter 2, Article V, Division 1 (Code Enforcement Board) and Chapter 162, Florida Statutes (2026). To the extent Landowner transfers or assigns its rights or portion thereof under this Development Agreement to a third party such that more than one (1) person or entity shall have acquired rights under this Development Agreement for development of the Property or any portion thereof, a default or breach shall only be against the defaulting party and the other non-breaching parties may continue development of the Property or portion thereof it owns as if no default exists.

(b). The Landowner shall first provide the City written notice of a potential breach prior to acting pursuant to Section 23(a)(i) above. Upon receipt of notice, the City shall be provided thirty (30) days in which to cure the breach to the reasonable satisfaction of the Landowner or if such breach is of a nature which cannot be cured in thirty (30) days, the time period for cure shall be extended to a period as is reasonably necessary to effect a cure. Any breach not ultimately cured by the City as provided for in this Section 23, shall be subject to Section 23(a)(i) above.



One Rayonier Way  
Wildlight, Florida 32097

Raydient Palm Coast LLC  
Attention: John Campbell, Esq.  
One Rayonier Way  
Wildlight, Florida 32097

With a copy to:

Driver, McAfee, Hawthorne & Diebenow, PLLC  
Attention: Staci Rewis, Esq.  
One Independent Drive, Suite 1200  
Jacksonville, Florida 32202

**SECTION 25. SEVERABILITY.**

In the event any portion, Section or Subsection contained herein is declared, determined to be, or adjudged invalid, illegal or unconstitutional by a court of competent jurisdiction, such adjudication shall in no manner affect the approval granted herein, the other portions, Sections or Subsections, which shall remain in full force and effect as if the portion, Section or Subsection so declared, determined to be or adjudged invalid, illegal or unconstitutional were not originally a part of this Development Agreement.

**SECTION 26. 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 the Landowner (only as a condition to development of the Property which is owned by the Landowner) and their respective successors and assigns. In addition, the Landowner may assign its rights, obligations and responsibilities under this Development Agreement in whole or in part to a third-party purchaser of all or any part of the Property. Any such assignment shall be in writing, shall not require the prior written consent of all the parties, and shall automatically constitute a release of the Landowner from any development conditions under this Development Agreement which are assigned to and assumed by such third party. The terms and

conditions of this Development Agreement similarly shall be binding upon the Property and shall run with the land and the title to the same.

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

(c). The Landowner and any assignee expressly covenant and agree to this provision and all other terms and provisions of this Development Agreement, as related to any of the Property owned by the Landowner or such assignee.

**SECTION 27. DEEDS.**

Any conveyance or dedication by the Landowner required as a condition to development under this Development Agreement, including for any public facility mitigation as set forth in Section 10 above, shall be by special warranty deed.

**SECTION 28. GOVERNING LAW/VENUE/COMPLIANCE WITH LAW.**

(a). This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida and as set forth herein.

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

(c). The City and the Landowner have collaborated extensively on the planning and development of the western expansion of the City, which includes the Property, over the last four (4) plus years including with the adoption of the MPMU Comp Plan Provisions. In furtherance of this collaboration the City acknowledges that the Landowner has expended substantial time and resources in master planning the proposed development of the Property and submitting the various land use applications and, by virtue of this Development Agreement, has made substantial development conditions, to mitigate for impacts of the proposed residential and nonresidential development on the

Property pursuant to this Development Agreement, including the dedication of land for the Sports Activity Park and Public Safety Sites and the ROS Condition and provisions for the Greenway Overlay. In addition, the Landowner is providing in this Development Agreement the framework for other applicable public facility mitigation arising out of the residential and nonresidential development of the Property. As a condition of development under this Development Agreement, the Landowner and subsequent developers/builders will also make substantial investments in mitigation necessitated for the residential and nonresidential development of the Property in reliance of the development rights granted by this Development Agreement. Accordingly, the rights of the Landowner and subsequent developers/builders to construct the development in Sections 5, 8 and 9 herein are intended to be vested rights and shall not be subject to downzoning or unit density reduction or intensity reduction (except as set forth in Section 8(f) above). The City further acknowledges that the Landowner has, by virtue of this Development Agreement, the Comprehensive Plan and the LDC, the right to develop the Property and submit Amendments and/or Minor Modifications to this Development Agreement and is relying on this Development Agreement, the Comprehensive Plan (including the MPMU Comp Plan Provisions) and the LDC, including Section 2.15, in developing the Property. The Landowner does not waive any statutory or common law vested right or equitable estoppel right or any other right under the law (including in Section 6 above) they now have or may acquire in the future to complete development of any portion of the Property in accordance with the applicable state and local laws and ordinances, including this Development Agreement. This Development Agreement contains conditions to develop the Property, and nothing contained in this Development Agreement shall be construed to obligate the Landowner to develop the Property.

**SECTION 29. EFFECTIVE DATE.**

(a). Within fourteen (14) days of the City entering into this Development Agreement, the City shall record this Development Agreement with the County Clerk of the Circuit Court. The Landowner is responsible for the recording fees.

(b). This Development Agreement shall be effective upon its recordation in the County public records. (the "Effective Date").

(c). The Property shall be developed subject to this Development Agreement.

**SECTION 30. THIRD PARTY RIGHTS.**

There are no third-party beneficiaries to this Development Agreement. 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 but shall inure to the benefit of the successors or assigns of Landowner, as owners of the Property (or portion thereof).

**SECTION 31. COMPLIANCE/TIME IS OF THE ESSENCE.**

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

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

**SECTION 32. ATTORNEY'S FEES.**

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

**SECTION 33. FORCE MAJEURE.**

The parties agree that in the event that the failure by either party to accomplish any action that is a condition of development hereunder within a specific time period (“Time Period”) constitutes a default under terms of this Development Agreement and, if such failure is due to 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, severe adverse weather conditions or a pandemic or other public health crisis (“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 on a day for day basis by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

**SECTION 34. 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 35. EXHIBITS.**

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

event of a conflict between the language in this Development Agreement and an Exhibit, the Development Agreement language shall control.

**SECTION 36. INTERPRETATION/MONITORING OFFICIAL.**

(a). The Landowner 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/Section may be considered to be equally applicable under another in the interpretation of this Development Agreement unless otherwise stated.

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

(c). The LUA shall be the local official responsible for monitoring the development for compliance and any interpretations of this Development Agreement consistent with LDC Sections 1.06 and 2.02.03. For purposes of this MPD the LUA responsibilities have been assigned by the City Manager to the City Community Development Director.

**SECTION 37. FURTHER ASSURANCES.**

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

**SECTION 38. 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 39. NON-WAIVER.**

Any waivers of the provisions herein shall be made by the parties in writing. 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 40. ENTIRE AGREEMENT/EFFECT ON PRIOR AGREEMENTS.**

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

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the City and the Landowner have caused this Development Agreement to be duly executed by their duly authorized representative(s) as of the date first above written.

**WITNESSES:**

**RAYDIENT PALM COAST LLC**

a Delaware limited liability company

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

The foregoing instrument is hereby acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of Raydient Palm Coast LLC, a Delaware limited liability company, and is authorized to execute this Development Agreement on behalf of the company. He/She is \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

**ATTEST:**

**CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
Kaley Cook, City Clerk

\_\_\_\_\_  
Michael Norris, Mayor

Address: \_\_\_\_\_  
\_\_\_\_\_

For use and reliance of the Palm Coast  
City Council only.  
Approved as to form and legally.

\_\_\_\_\_  
City Attorney

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument is hereby acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Michael Norris, as the Mayor of the City of Palm Coast, Florida, and is authorized to execute this Development Agreement on behalf of the City. He is \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

**EXHIBIT “A”**

**PROPERTY**

**EXHIBIT “B”**

**MPD MASTER PLAN**

**EXHIBIT "C"**

**LAND USE CONVERSION TABLE**

**EXHIBIT "D"**

**PUBLIC FACILITIES MAP**

