

City of Palm Coast, Florida Agenda Item

Agenda Date: August 15, 2023

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Account #
Subject: ORDINANCE 2023-XX BELLE TERRE ESTATES MASTER PLANNED DEVELOPMENT (MPD) - APPLICATION NO. 5302		
Presenter: Bill Hoover, AICP, Senior Planner		
Attachments:		
<ol style="list-style-type: none"> 1. PowerPoint Presentations (2) - Staff and Applicant 2. Ordinance 3. Master Planned Development Agreement 4. Location Maps (2) - Distant and Close-Up 5. Maps (3) - Future Land Use Map, Existing and Proposed Zoning Maps 6. Conceptual Plan 7. Conceptual Dog Park Plan 8. Elevations and Floor Plans 9. Color Elevations 10. Rezoning Application 		
Background:		
This is a quasi-judicial item, please disclose any ex parte communication.		
<p>The 40 +/- acre subject site is located at the Southeast (SE) corner of Belle Terre Boulevard and Citation Boulevard. The site is currently zoned General Commercial (COM-2) and was platted as a commercial subdivision in January 2006, which was comprised of four large irregular-shaped lots. The land has set vacant since that time.</p> <p>Belle Terre Holdings, LLC purchased the property on December 1, 2021. Mark Goldschmidt, Manager of Belle Terre Holdings, LLC has requested a rezoning from COM-2 to Belle Terre Estates Master Planned Development (MPD) for a 275-unit platted townhome community with a future 1.75 +/- acre commercial project located at the SE corner of Belle Terre Boulevard and Citation Boulevard and a public dog park located just east of the commercial area.</p> <p>The applicant is proposing to rezone the subject property for a mixed-use project with the intention of initially developing the 275 platted townhomes and later developing the 1.75 +/- acre commercial parcel that would retain COM-2 uses, as more demand for commercial uses occurs with additional rooftops being developed within the project and to the east along Citation Boulevard. Citation Boulevard is currently under construction for an extension all the way to Seminole Woods Boulevard which will provide future residents and neighboring residents a quicker route on going to or returning from I-95. The expansion of Citation Boulevard is expected to be completed in the second half of 2024.</p> <p>The townhome community will have approximately 1497 s.f. interior townhomes with one-car garages and typically have 1497 s.f. to 1663 s.f. exterior townhomes (end units) with one or</p>		

two-car garages on 275 platted lots. After several design revisions the project will meet Section 5.03.04.A.3. of the LDC that requires one-car garages for townhomes less than 1,500 s.f. and two-car garages for townhomes 1,500 s.f. or larger. Interior lots are a minimum of 19 feet wide by 90 feet deep while exterior lots are at least 22 feet wide by 90 feet deep.

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

Public Participation: The applicant scheduled a neighborhood meeting at 5:30 p.m. at the Hilton Garden Inn on July 10, 2023. All neighboring residents within 300 feet of the project's boundaries were invited by USPS First Class mail to this meeting. The applicant and staff attended but none of the invited neighbors. Signs and new ads will be run 10-14 days prior to each public hearing.

Planning and Land Development Regulation Board (PLDRB): The PLDRB reviewed this application at its regularly scheduled meeting at 5:30 p.m. on July 19, 2023, and by a 7 – 0 vote, found it in compliance with the Comprehensive Plan and recommended approval to City Council subject to two conditions. No one from the public spoke regarding this project.

Recommended Action:

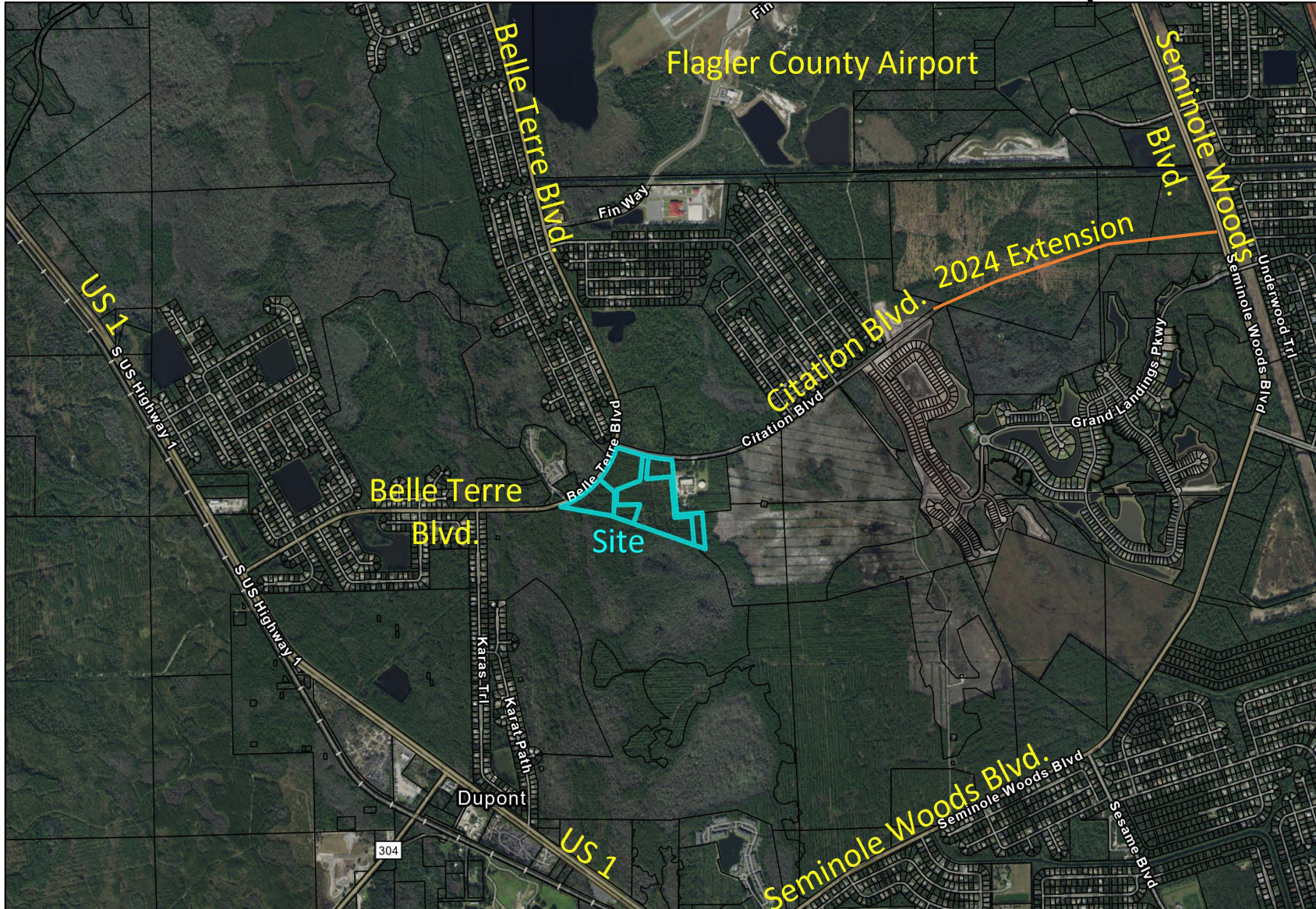
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD RECOMMENDED THAT CITY COUNCIL APPROVE BELLE TERRE ESTATES MASTER PLANNED DEVELOPMENT (MPD) - APPLICATION NO. 5302 SUBJECT TO THE FOLLOWING TWO CONDITIONS:

- 1. THE APPLICANT REVIEWS THE SITE PLAN TO SEE IF MORE PARKING CAN BE ADDED FOR GUESTS AND VISITORS.**
- 2. EQUIPMENT IN THE PUBLIC DOG PARK SHALL MEET CITY PARKS TEAM STANDARDS.**

BELLE TERRE ESTATES MASTER PLANNED DEVELOPMENT (MPD)

**City Council Public Hearing
on August 15, 2023**

Distant Aerial

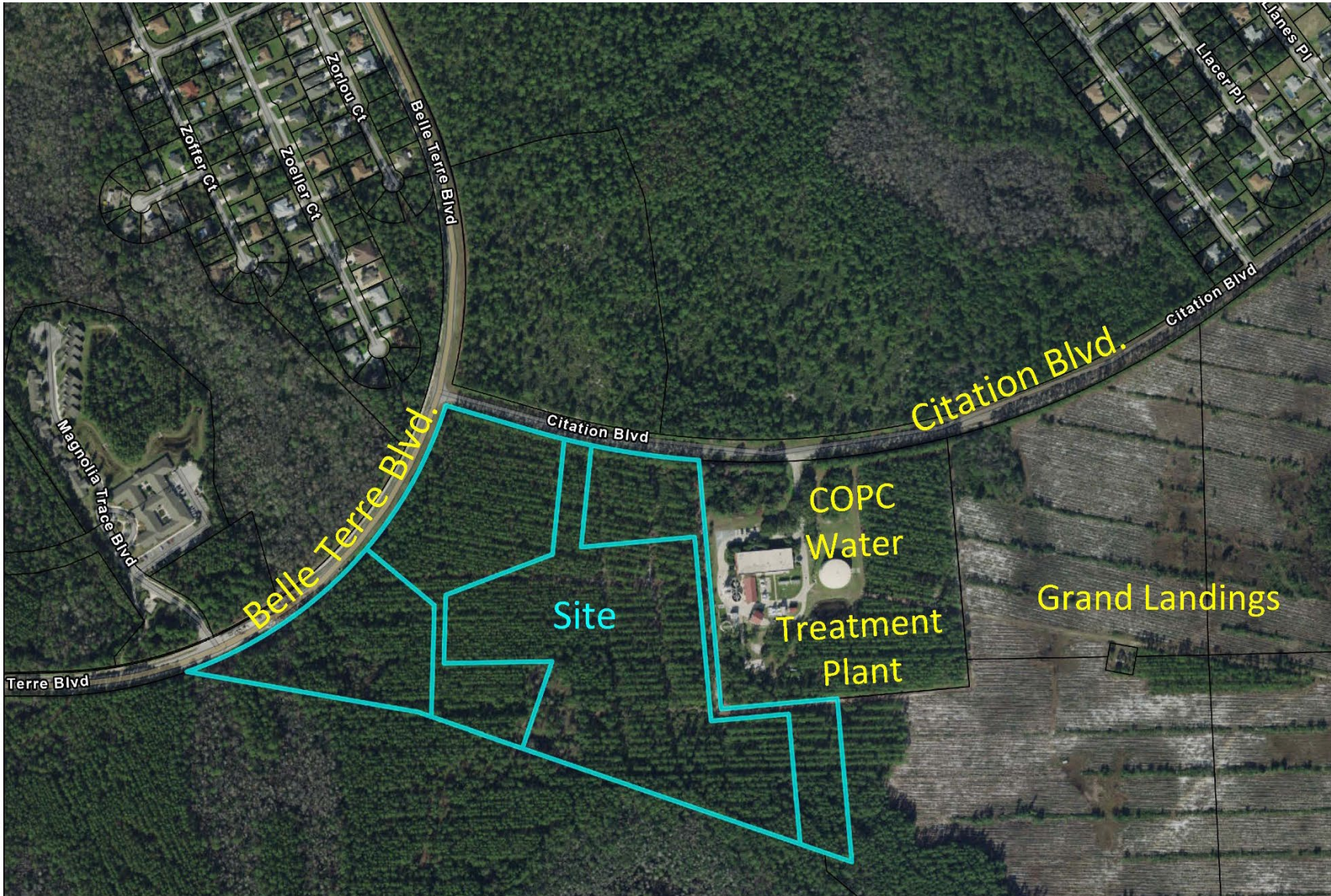


This 40 +/- acre site is located southeast of the intersection between Belle Terre Blvd. and Citation Blvd. In fall 2024, the shown extension to Citation Blvd. should be open.

Legend
Belle Terre Estates



Close-up Aerial



Owner wants to develop a mixed-use project with 275 townhomes, a commercial area at the corner and a City dog park located along Citation Blvd.

Legend

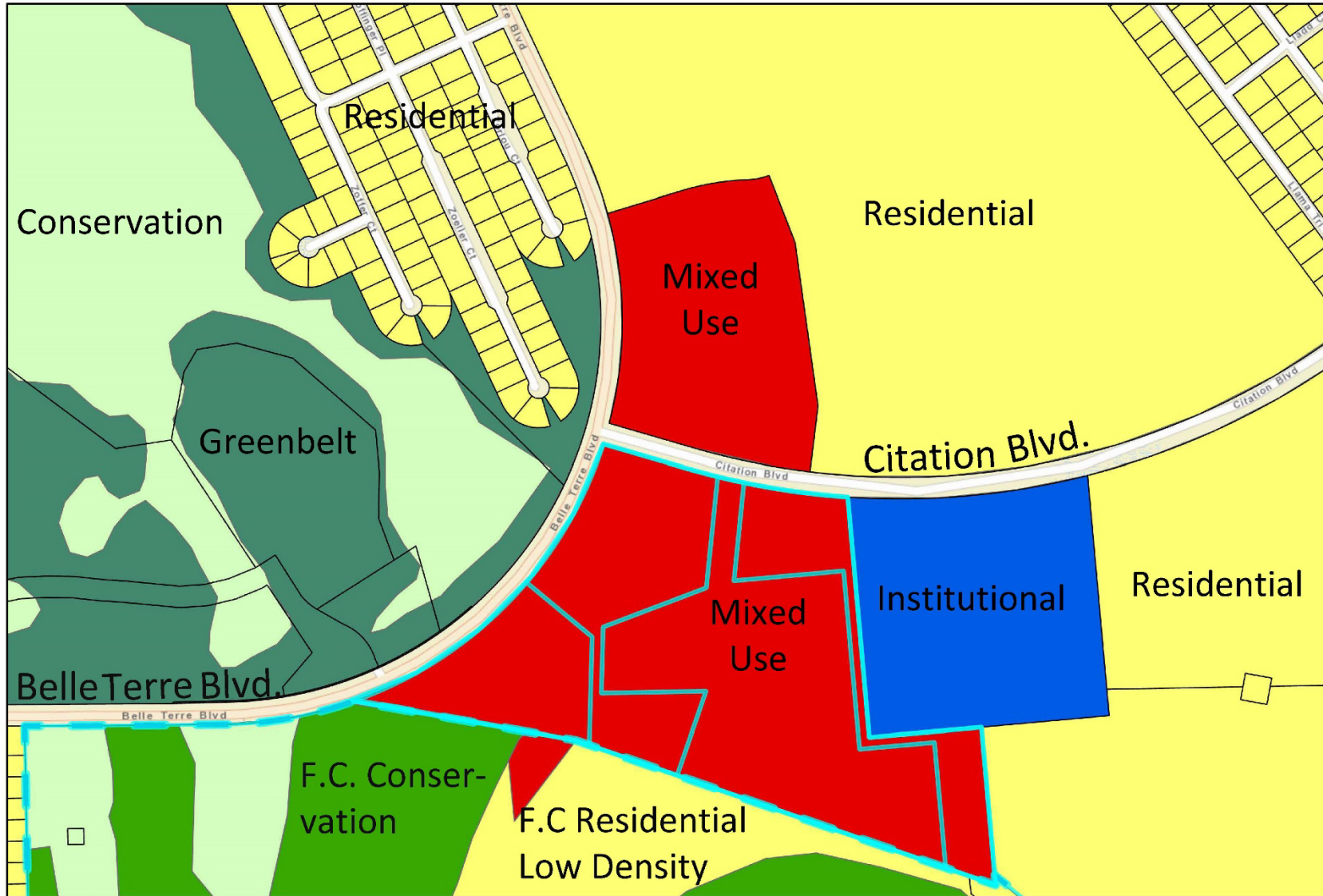
0 145 290 580 Feet



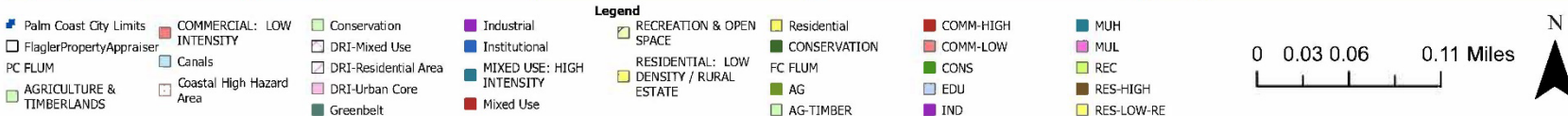
Background

- In 2006, the 40 +/- acre site was platted as a four lot COM-2 subdivision.
- However, the site set vacant for 15 years due to apparent minimal demand for this much commercial at this location.
- On December 1, 2021, Belle Terre Holdings, LLC purchased the site with the intention of developing a mixed-use, compact and very walkable townhome community.

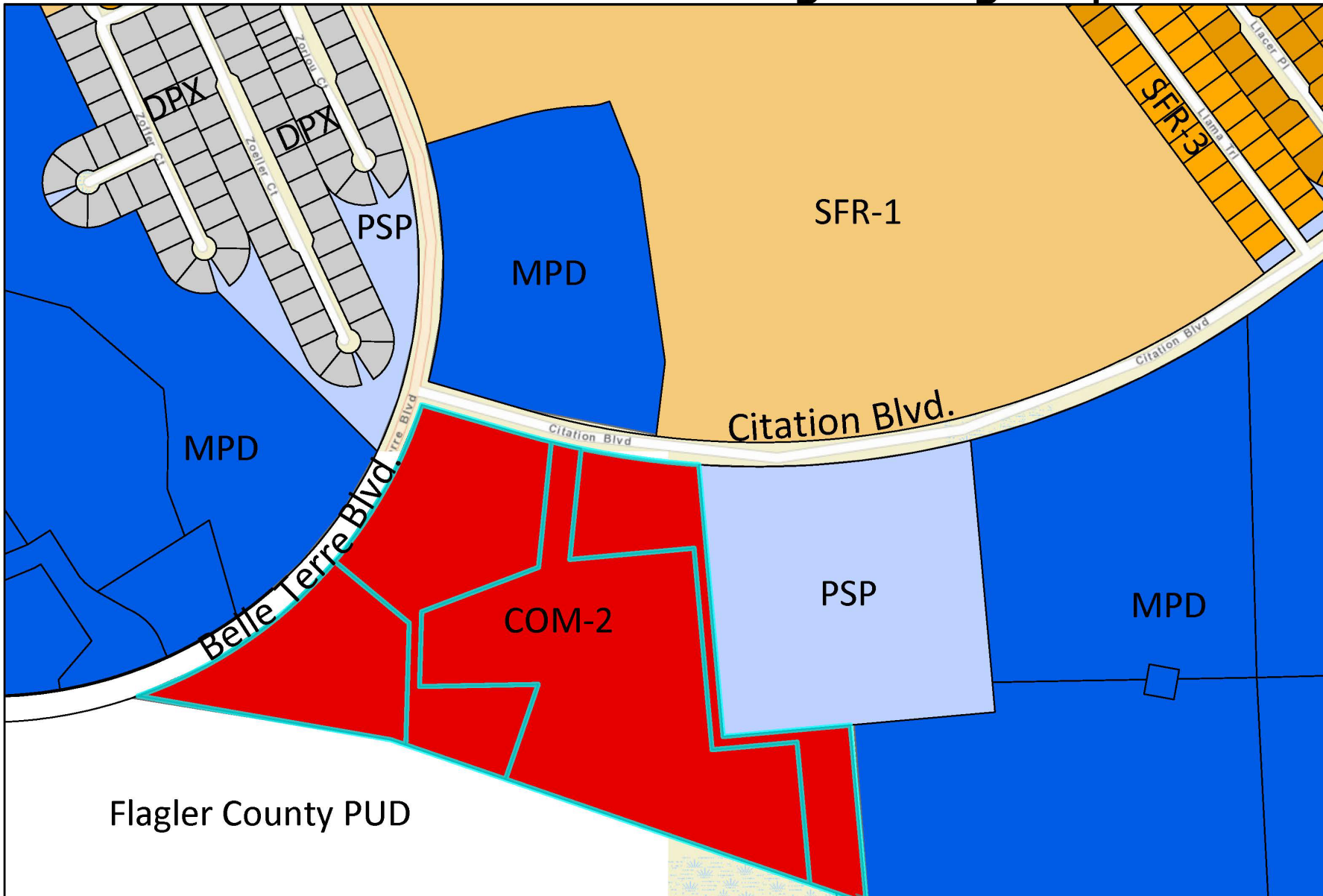
Future Land Use Map (FLUM)



Site and land to the North are Mixed-Use. NE is Residential. East is Institutional. SE and South are Residential and Flagler County Low Density Residential and Conservation. West is Greenbelt and Conservation.

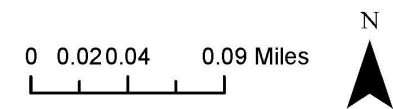


Belle Terre Estates Existing Zoning Map

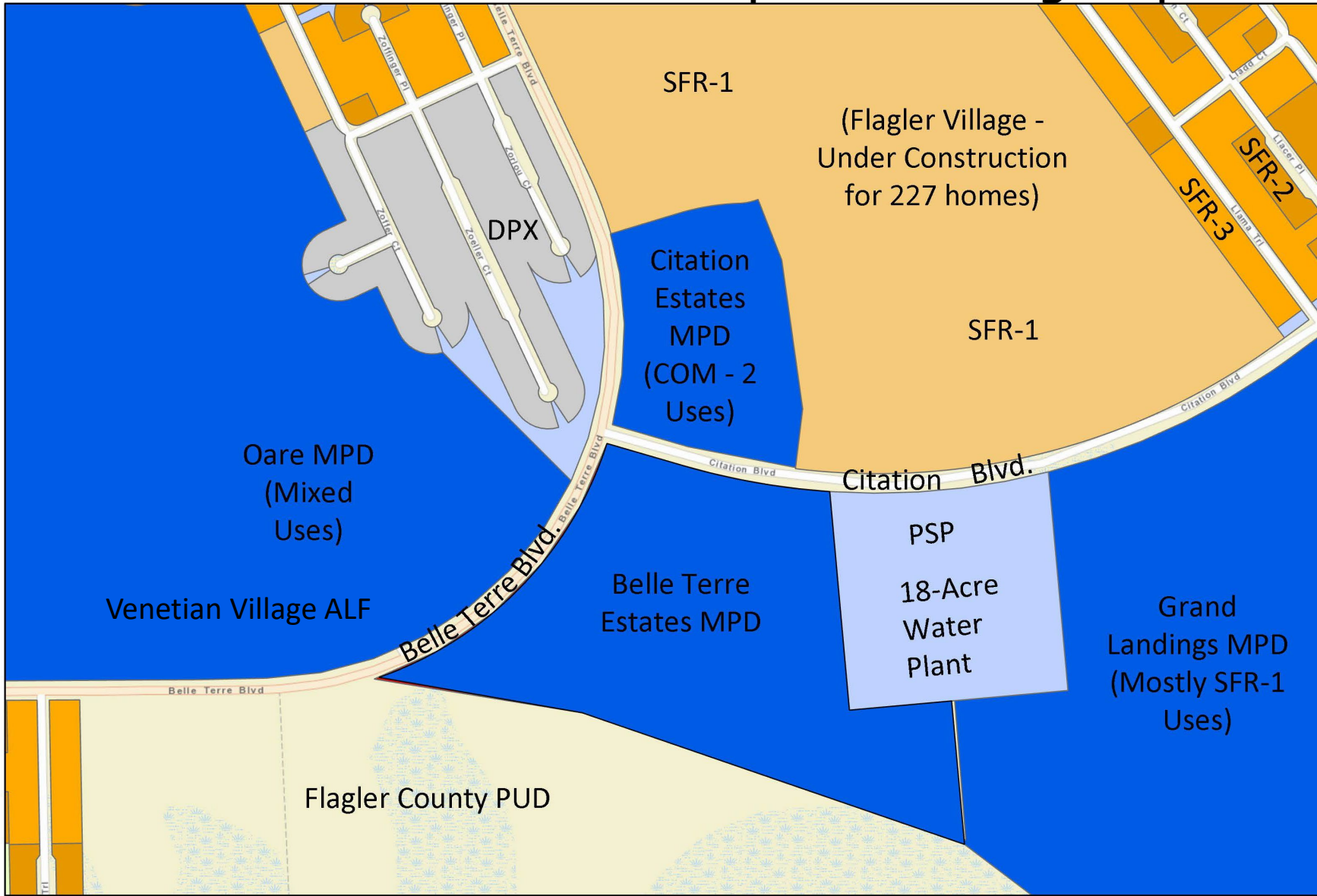


Site is COM-2
 N = MPD & SFR-1
 E = PSP & MPD
 S = Flagler
 County PUD
 W = MPD & PSP

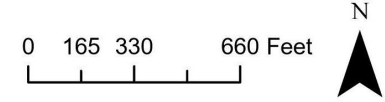
PC Zoning		Legend	
AC	CN	DPX	IND-2
AGR	COM-1	EST-1	MFR-1
C-2	COM-2	EST-2	MFR-2
	COM-3	IND-1	MPD
			OFC-1
			OFC-2
			P&G
			PRS



Belle Terre Estates Proposed Zoning Map

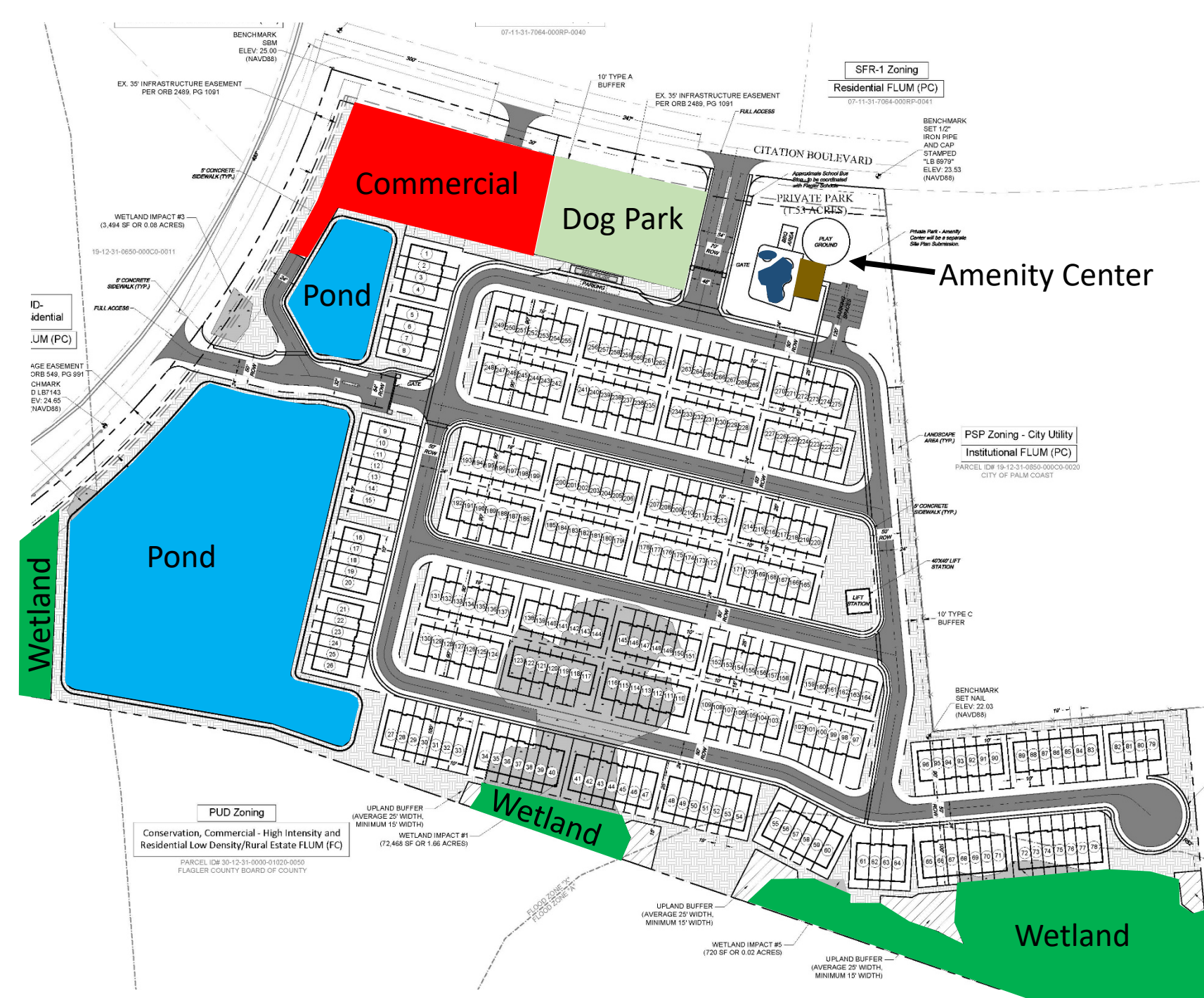


A Neighborhood Scale Village Center is located at Belle Terre Blvd. and Citation Blvd. These should include commercial, office, multi-family & single-family uses. The townhomes are multi-family uses.

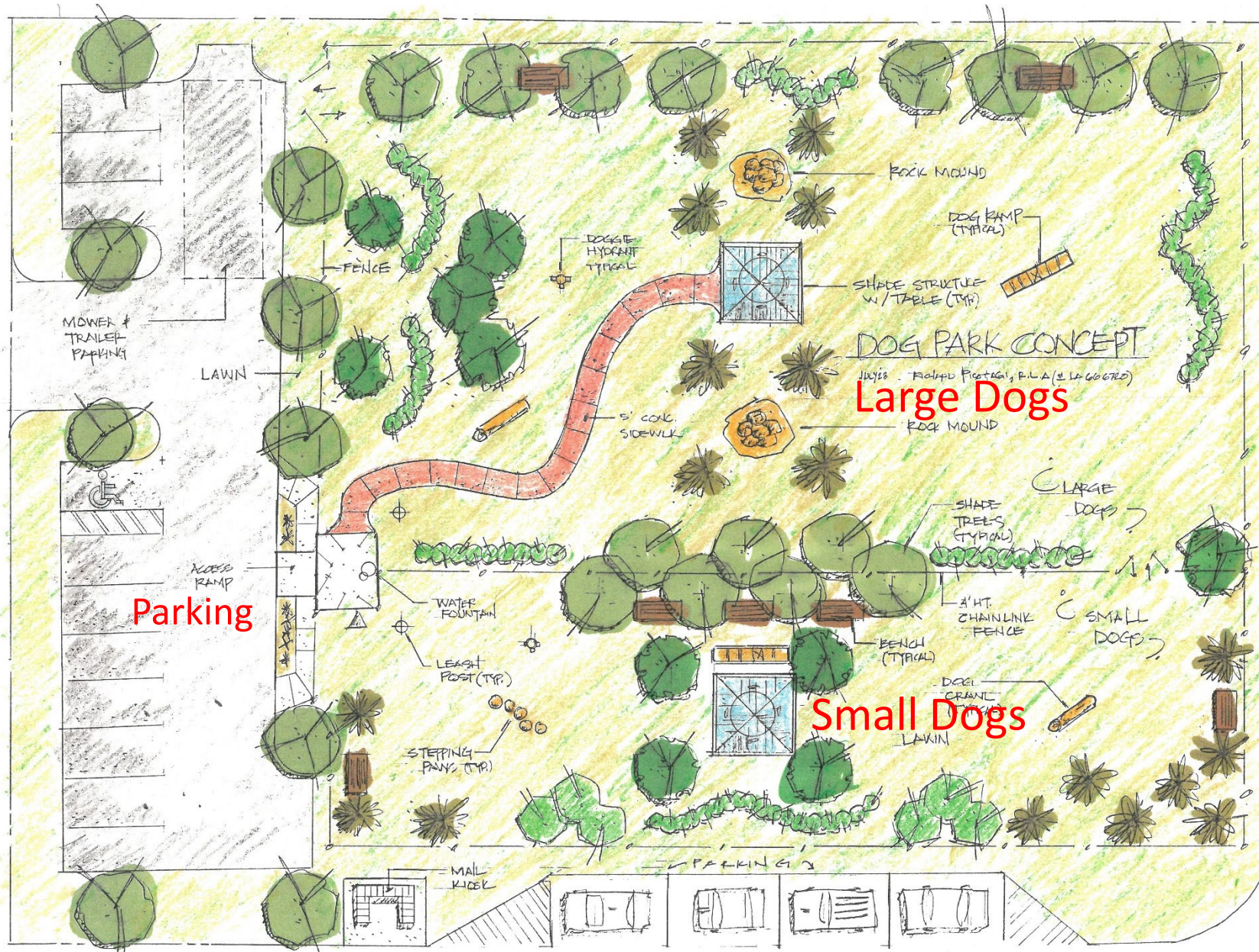


MPD Master Plan

275 Townhomes with net density of about 7.42 units/per acre. Commercial site is 1.75 +/- acres. Dog park is to its east and 1.19 +/- acres. Residents' amenity center is in NE corner of site and wetlands along southern edge of site.



Dog Park Conceptual Plan



Applicant is donating land for a public dog park. Applicant will design and construct it using credits for park impact fees. Completion will be by Certificate of Occupancy for 138th residential unit.

Townhome Details

- Townhomes are all 2-story and typically in 6 or 7-unit buildings.
- Interior units are 19 ft. wide and 1497 s.f. which require a one-car garage.
- End units will be 19 ft. – 22 ft. wide and 1497 s.f. to 1700 s.f.
- End units 1500 s.f. or larger will have two-car garages, per Section 5.03.04.A.3 of the Land Development Code (LDC).

Proposed Building Elevation



GENESIS STUDIOS, INC.

Townhome Lot Details

- The interior 19' wide by 90' deep lots are 1710 s.f. and typically the MFR-1 and MFR-2 Districts require these to be at least 25' wide and 2500 s.f.
- End unit lots are typically 22' wide & 1980 s.f.
- This departure from the LDC is why the applicant is rezoning to a MPD in lieu of MFR-1 or MFR-2 and donating the public dog park land as a public benefit.

Five Review Criteria from Sec. 2.05.05 of LDC

- A) Must not be in conflict with public interest.
- B) Must be consistent with LDC and Comprehensive Plan.
- C) Must not impose a significant liability or hardship on City.
- D) Must not create an unreasonable hazard or nuisance.
- E) Must comply with all applicable government standards.

Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

- Planning staff reviewed the project for these five criteria and provided detailed findings in the staff report.
- The rezoning will not create a nuisance, hazard, or any compatibility issues as is in compliance with its land use designation on the FLUM and is easily compatible with neighboring properties.
- This MPD rezoning supports five goals, policies, or objectives of the Future Land Use Element of the Comprehensive Plan.

Key MPD Development Criteria from LDC Sec. 2.09.04

- *C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.*
- *D. Compatibility within the development and relationship with surrounding neighborhoods.*

Staff findings: The proposed MPD is compatible with neighboring properties as it is well buffered by Belle Terre Blvd. to the west, Citation Blvd. to the north, the City's 18-acre water treatment plant to the east and wetlands to the south. With the extension of Citation Blvd. this is an ideal site for development of a mixed-use project with a medium density of 7.42 units/per acre and COM-2 uses directly at the SE corner of this intersection.

Key MPD Development Criteria from LDC Sec. 2.09.04

- *H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a MPD District.*

Staff findings: The proposed minor departures from the LDC for the townhome lot sizes are more than offset by the donation of the land for the public dog park. The 1.19 +/- acre park site could be alternatively developed for additional COM-2 uses since it is located directly east of the commercial tract in this MPD.

Public Participation

- Applicants notified, via First Class mail, all property owners within 300 feet of the neighborhood meeting.
- Meeting was at 5:30 p.m. on July 10 and three members from the applicant's team and one staff members attended.
- None of the invited neighbors attended.
- Two signs have been erected and news ads will be run about two weeks prior to each public hearing.

Planning & Land Development Regulation Board

- Meeting was held on July 19.
- It was found in compliance with the Comprehensive Plan and recommended for approval subject to two conditions by a 7 – 0 vote.
- No one from the public spoke for or against the project.

Next Steps

- Two City Council Public Hearings for MPD Rezoning.
- Staff review of Preliminary Plat & Construction Drawings.
- Construction of infrastructure.
- City Council review of Final Plat.
- Staff review of Technical Site Plans for public dog park, resident's amenity center, and future commercial.
- Staff review of building permits.

Recommendation

The Planning and Land Development Regulation Board recommended that City Council approve Belle Terre Estates MPD – Application No. 5302 subject to the following two conditions:

1. The applicant review the site plan to see if more parking can be added for guests and visitors.
2. Equipment in the public dog park shall meet City Parks Team standards.

The applicant's development team is in attendance and their presentation follows



MATTHEWS

DCCM

Belle Terre Estates

City of Palm Coast - Master Planned Development

Belle Terre Holdings LLC

Property Owner

Christina Evans

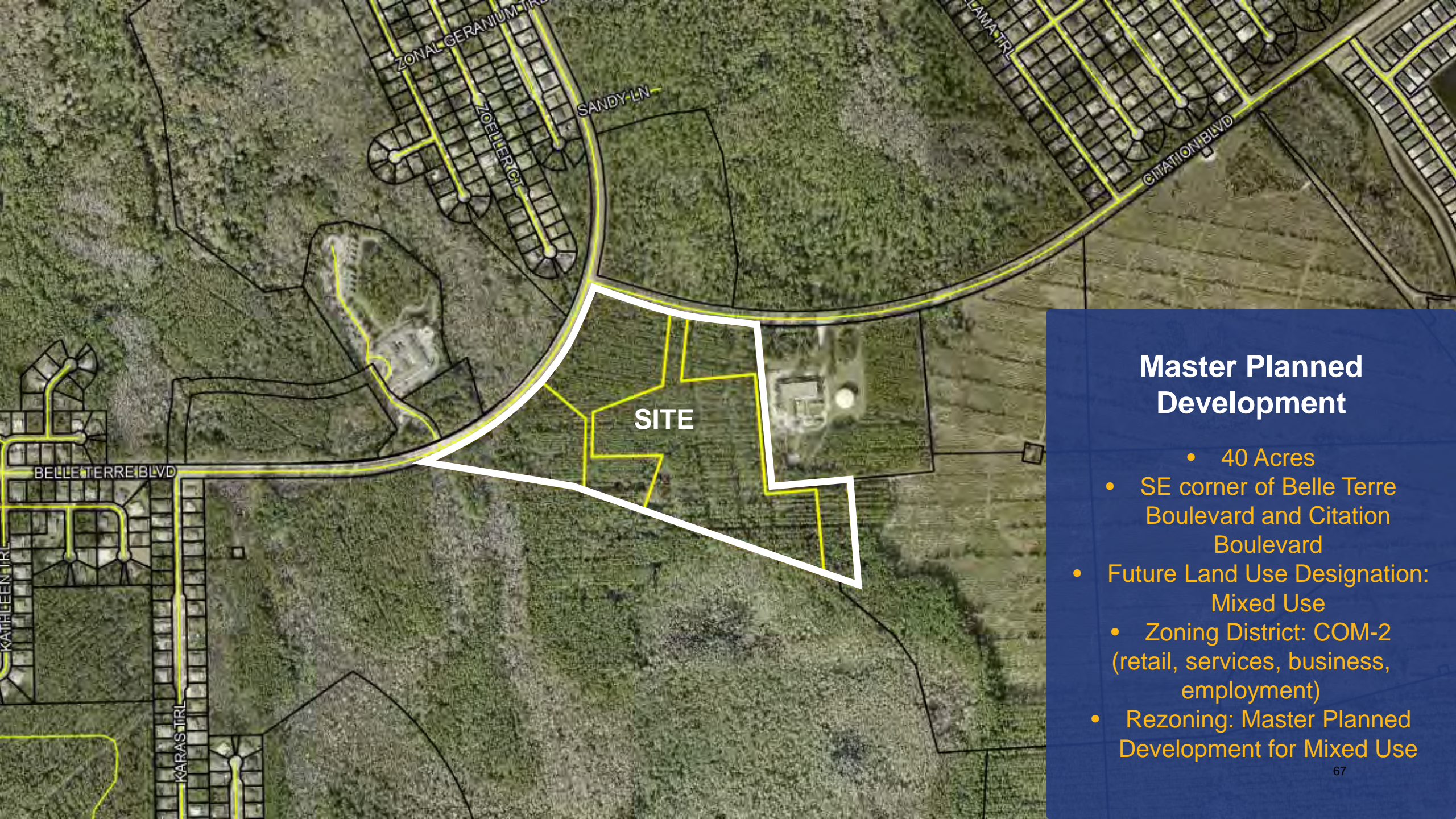
Planning – cevans@mdginc.com

Fred (Rudd) Jones, PE

Engineering – fjones@mdginc.com

A. Joseph Posey, Esquire

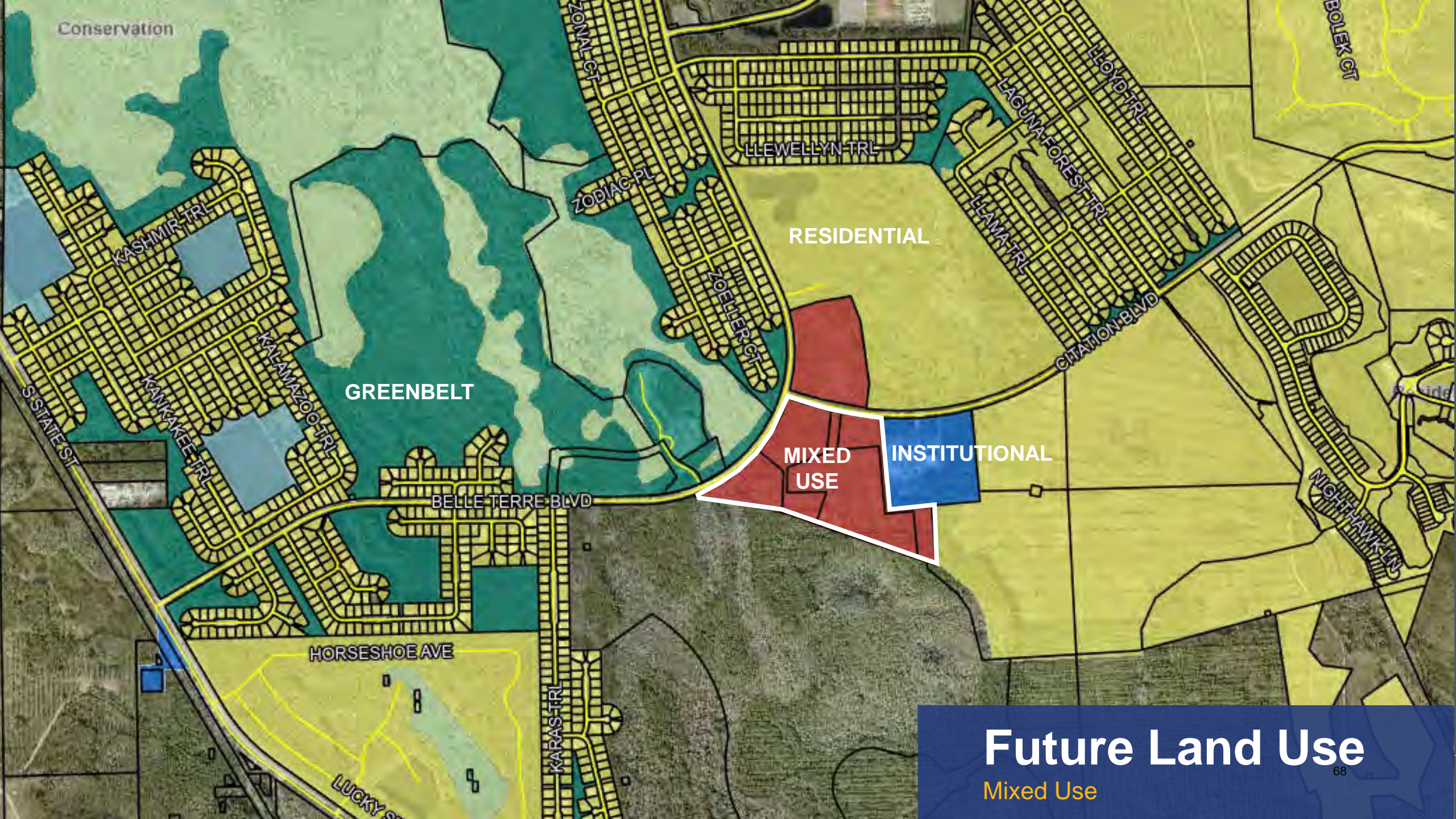
Attorney – joey@storchlawfirm.com



SITE

Master Planned Development

- 40 Acres
- SE corner of Belle Terre Boulevard and Citation Boulevard
- Future Land Use Designation: Mixed Use
 - Zoning District: COM-2 (retail, services, business, employment)
- Rezoning: Master Planned Development for Mixed Use



Conservation

GREENBELT

RESIDENTIAL

MIXED
USE

INSTITUTIONAL

Future Land Use

Mixed Use

Mixed Use Development

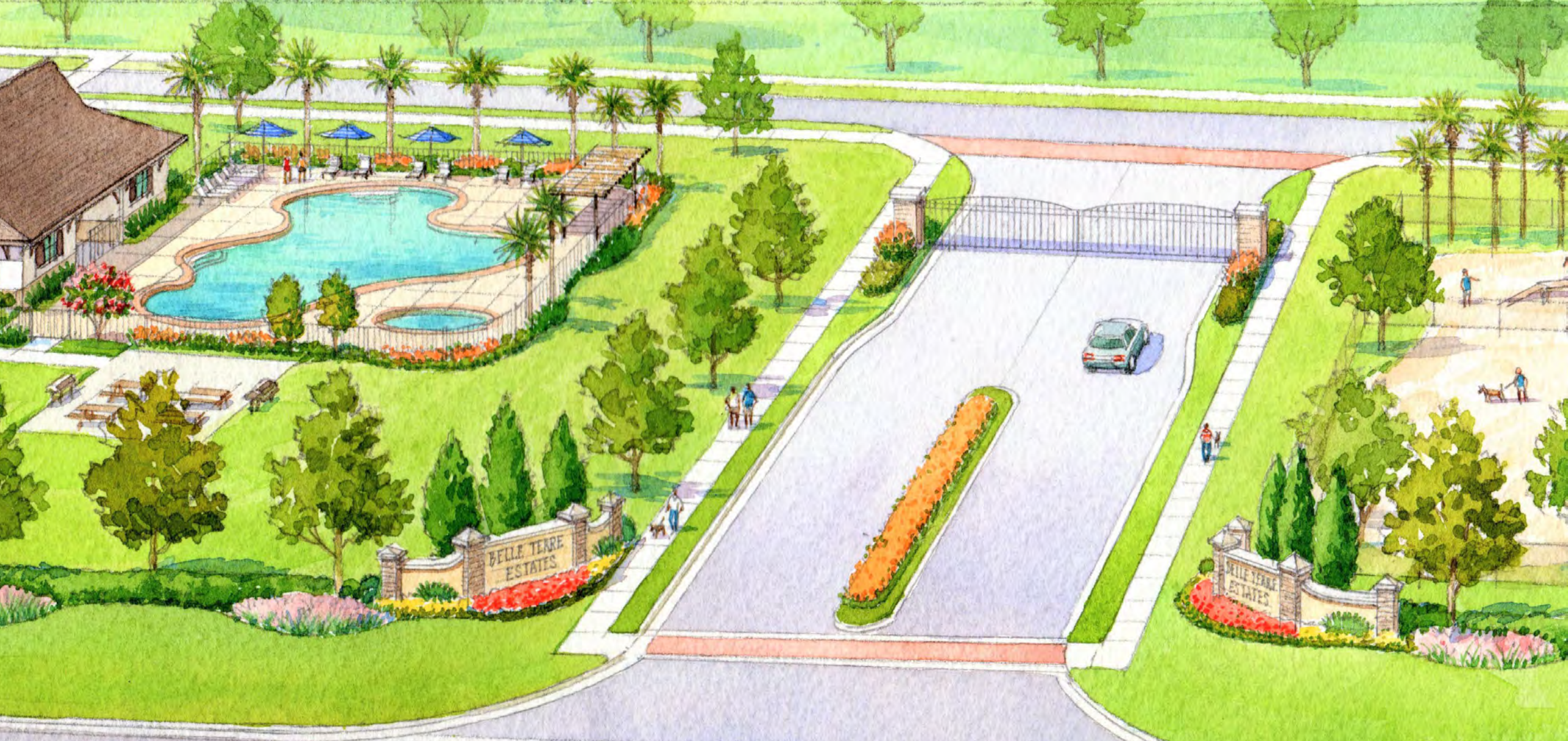
Residential. Commercial. Recreation.





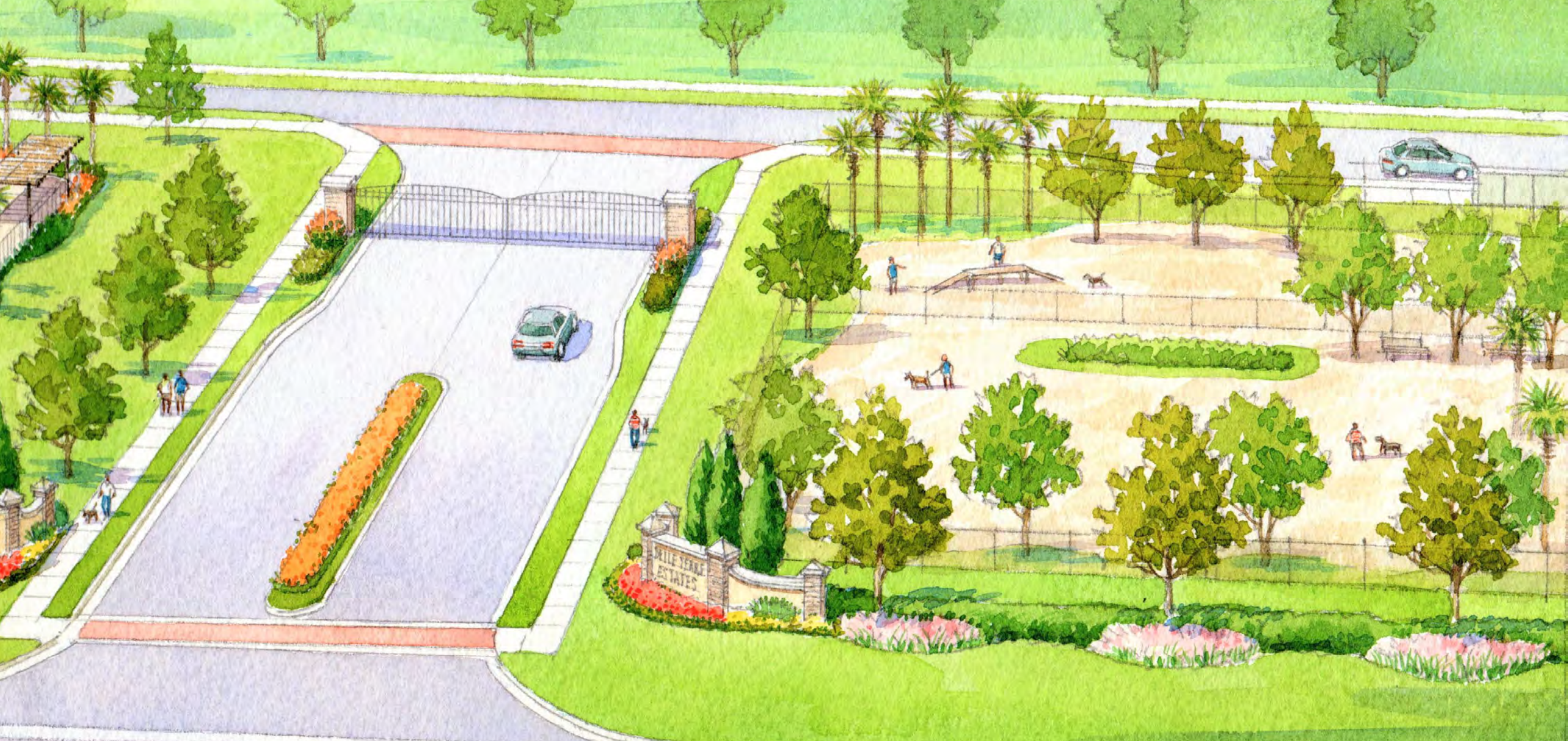
Mixed Use Development

- 1.75-acre commercial outparcel
- 1.2-acre public dog park
- 1.5-acre private park
- 275 platted townhomes



Belle Terre Estates

Private Community Recreation/Amenities⁷¹



Belle Terre Estates

Public Dog Park



Belle Terre Estates

Public Dog Park

Belle Terre Estates

Townhomes



Belle Terre Estates

Townhomes



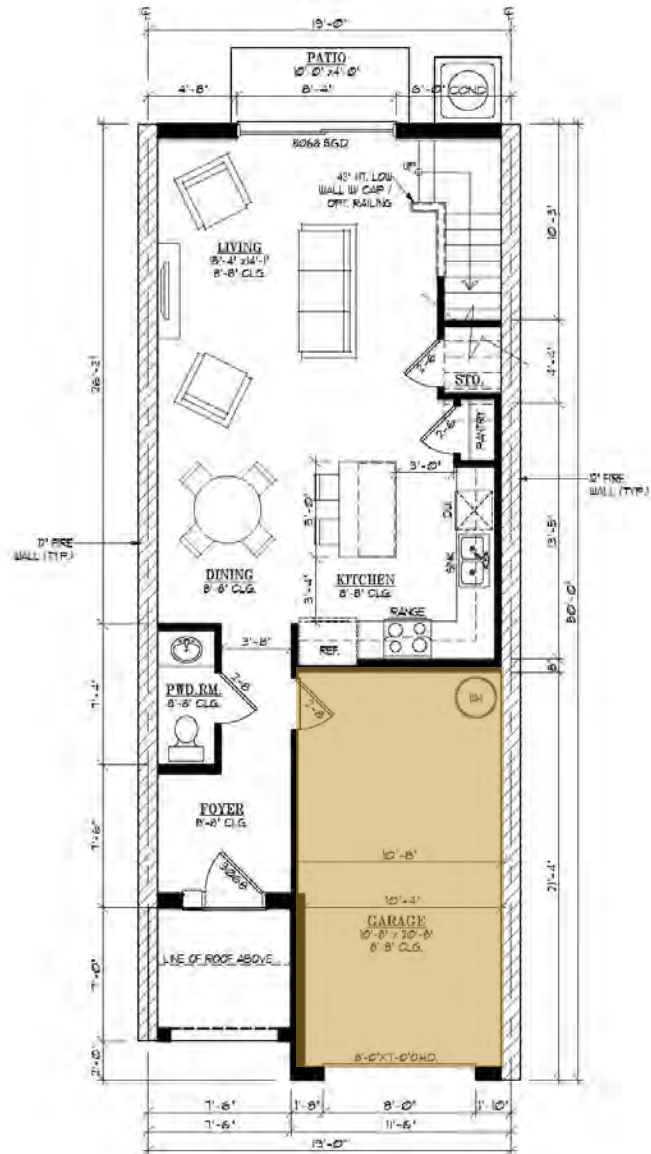
Belle Terre Estates

Townhomes

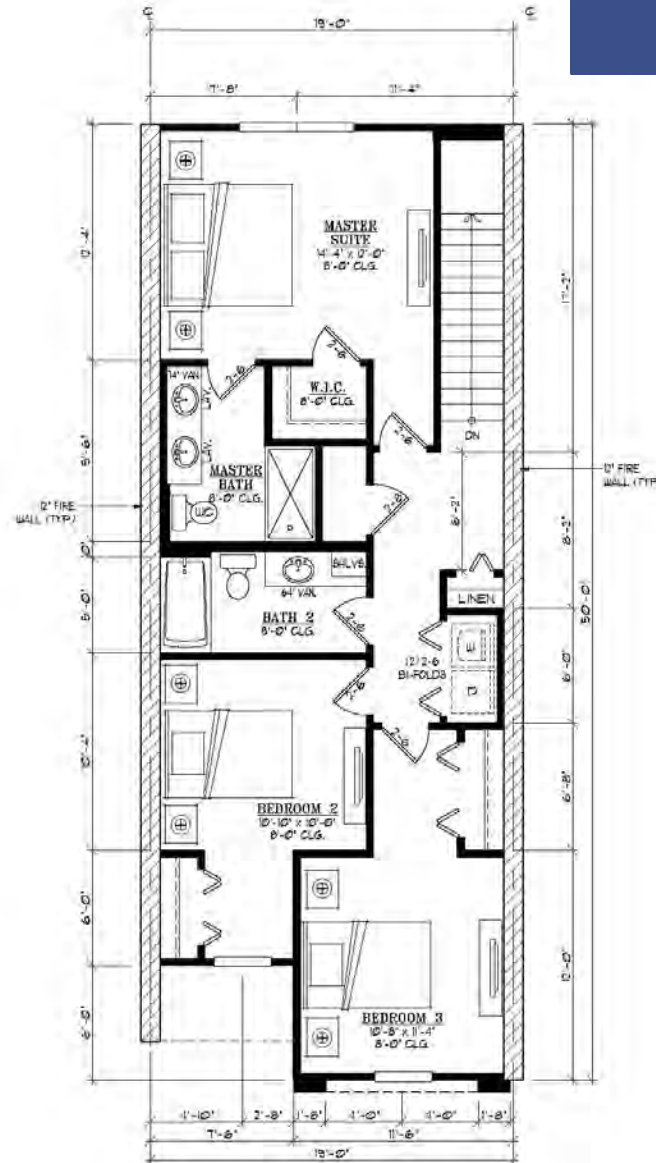


Belle Terre Estates

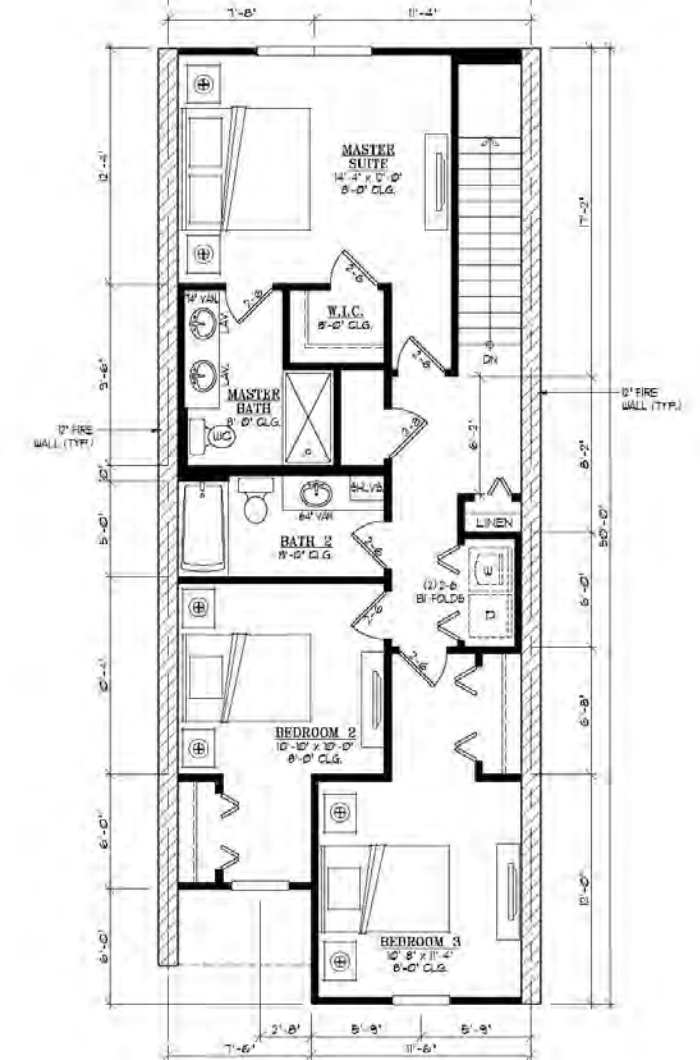
Interior Units



FIRST FLOOR PLAN
INTERIOR UNIT (W/ OPEN FOYER)



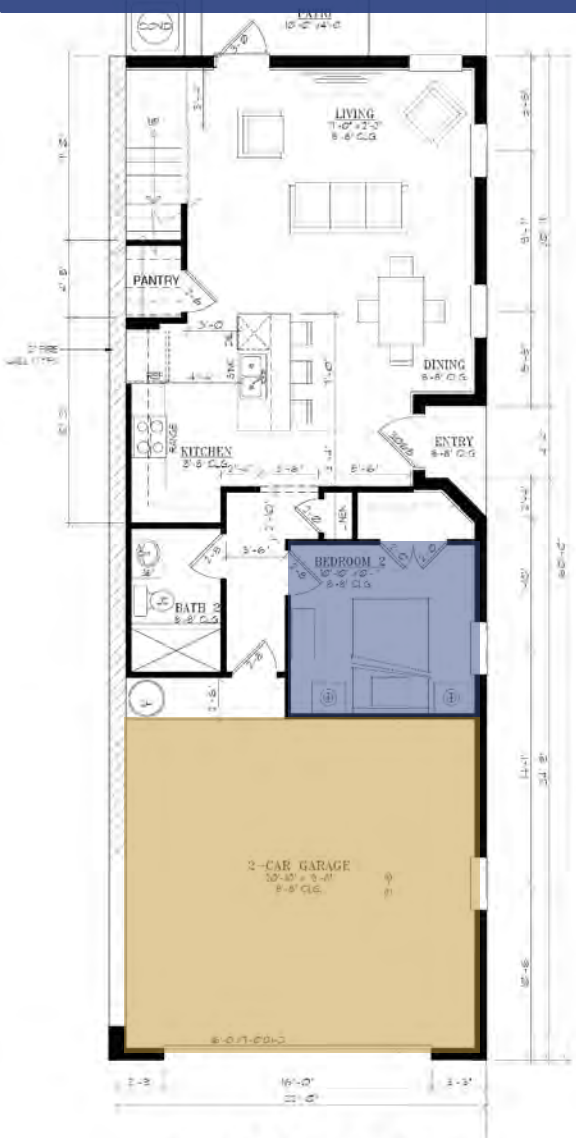
SECOND FLOOR PLAN
INTERIOR UNIT FRAME
OPTION BUILT-UP BEDROOM 3



SECOND FLOOR PLAN
INTERIOR UNIT FRAME

Belle Terre Estates

End Units

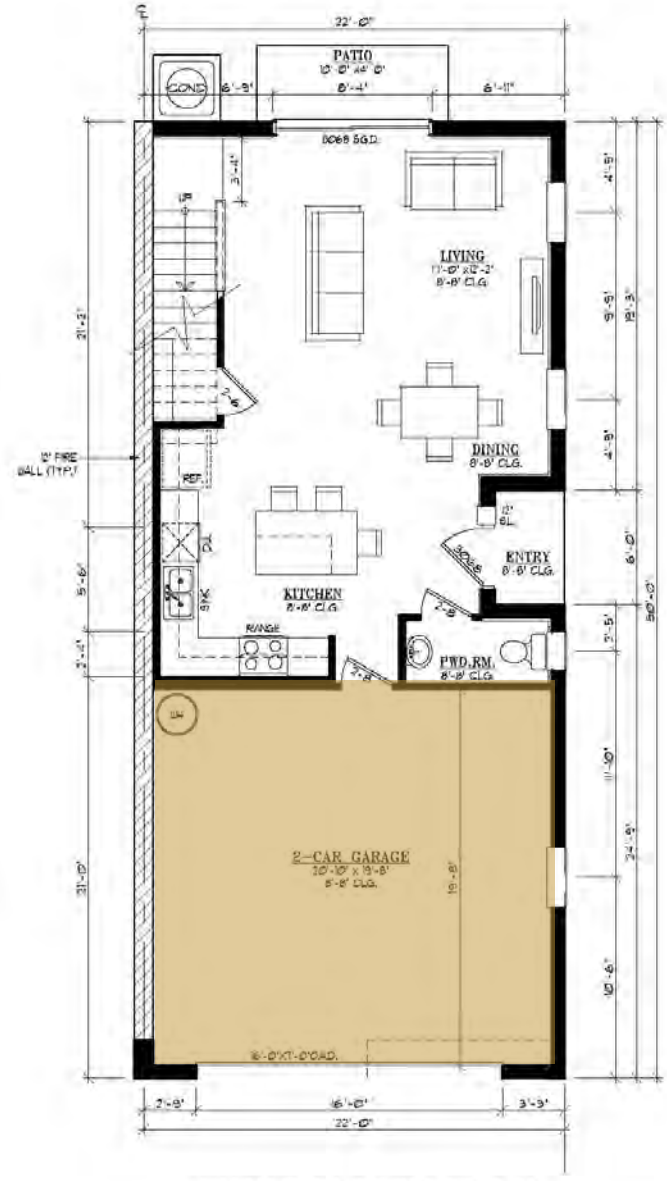


FIRST FLOOR PLAN
END UNIT

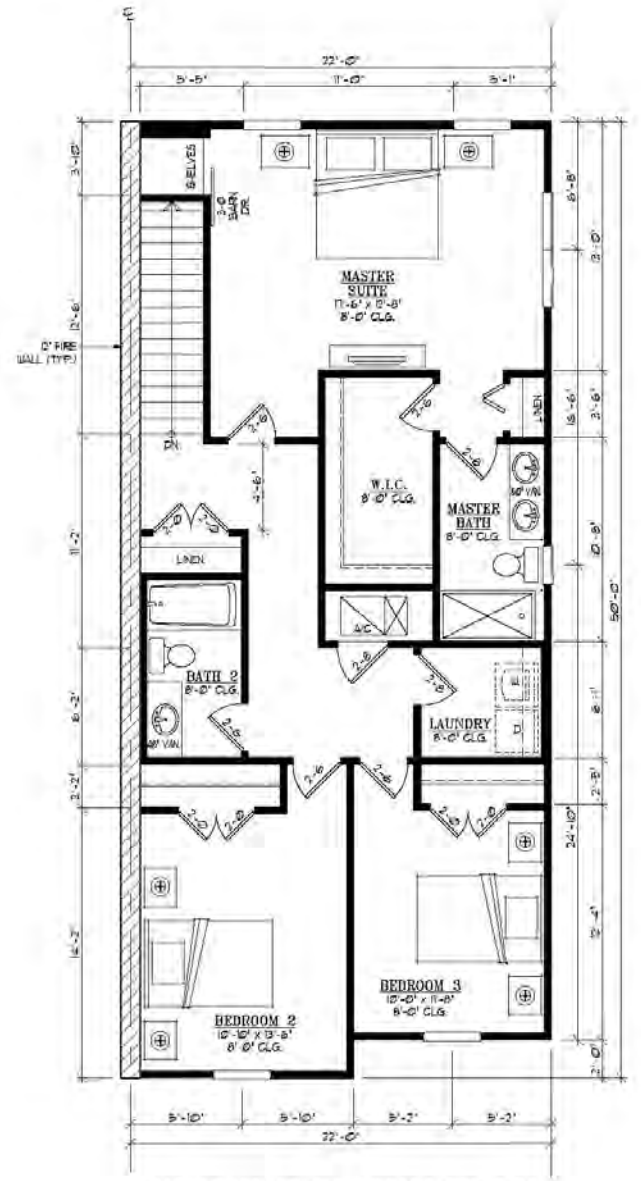
OPTION 2 CAR GARAGE



SECOND FLOOR PLAN
END UNIT



FIRST FLOOR PLAN
END UNIT



SECOND FLOOR PLAN
END UNIT



Master Planned Development

- Mixed use development
- Different housing type
- Retirees and new professionals/families
 - Low maintenance
 - Upscale but not unaffordable
- Public benefit of new dog park



MATTHEWS

DCCM

Belle Terre Estates

City of Palm Coast - Master Planned Development

Belle Terre Holdings LLC

Property Owner

Christina Evans

Planning – cevans@mdginc.com

Fred (Rudd) Jones, PE

Engineering – fjones@mdginc.com

A. Joseph Posey, Esquire

Attorney – joey@storchlawfirm.com

ORDINANCE 2023-__
REZONING APPLICATION NO. 5302
BELLE TERRE ESTATES MASTER PLANNED
DEVELOPMENT (MPD)

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

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

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

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

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

WHEREAS, the City of Palm Coast City Council (“City Council”) finds that this Development Agreement (DA) has been properly conditioned with terms and restrictions

to be consistent with the City’s Comprehensive Plan (2035) (the “Comp Plan”) and Unified Land Development Code (the “LDC”) and that the conditions, terms, restrictions, and requirements set forth herein are necessary to ensure compliance with the Comprehensive Plan and LDC and the protection of the public health, safety, and welfare of the citizens of the City; and

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

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

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

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

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

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

WHEREAS, the City Council of the City of Palm Coast held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and the recommendation of the Planning and Land Development Regulation Board which voted 7 - 0 to approve at the regularly scheduled

meeting conducted on July 19, 2023, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder, and

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

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

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

SECTION 2. ZONING MAP AMENDMENT AND MPD AGREEMENT.

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

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

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

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

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

APPROVED on first reading this 15th day of August 2023.

ADOPTED on second reading after due public notice and hearing this ____ day of _____ 2023.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

NEYSA BORKERT, CITY ATTORNEY

Attachments:

Exhibit A - Legal Description of property subject to Official Zoning Map amendment

Exhibit B - MPD Development Agreement

EXHIBIT "A"
LEGAL DESCRIPTION

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

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

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

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

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

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

10
11 ***WITNESSETH:***

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

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

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

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

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

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

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

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

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

15 **SECTION 1. RECITALS.**

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

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

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

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

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

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

12 (a). The City Council at its business meeting of _____2023,
13 adopted Ordinance No. 2023-____rezoning the Subject Property to Master Planned
14 Development, subject to the terms and conditions of this MPD Agreement.

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

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

24 **SECTION 4. PROJECT DESCRIPTION**

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

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

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

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

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

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

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

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

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

21 **SECTION 5. DEVELOPMENT PLAN**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 (6) Entry Features. Entry Features and signs are to be regulated per the
18 LDC. Entry features and signs may be constructed at the entrance/exit to the Project in
19 approximate locations as shown on the MPD Master Plan. The Owner reserves the right
20 to construct secured entry gates. Vehicular access shall be designed to accommodate
21 emergency vehicle access at both access locations, pursuant to dimensional
22 requirements defined by the LDC.
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1 (7) Roads, Streets and Alleys. The Property is being developed with
2 privately maintained roads.

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

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

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

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

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

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

SECTION 7. SITE DEVELOPMENT PLAN

(a). The following table lists the site development requirements that are applicable within the Property.

Table of Site Development Requirements

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

¹ Roof heights shall be measured in accordance with LDC.

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

Additional Dimensional Requirements

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

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

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

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

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

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

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

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

9 **SECTION 9. NOTICES.**

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

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

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

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

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

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

1
2 **SECTION 10. SEVERABILITY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **SECTION 14. RECORDATION.**

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

with the land.

SECTION 15. PERMITS.

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

(b). The terms and conditions of this MPD Agreement determine concurrency for the Project.

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

SECTION 16. THIRD PARTY RIGHTS.

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

SECTION 17. TIME IS OF THE ESSENCE.

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

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

SECTION 18. ATTORNEY'S FEES.

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

litigation at the trial, or appellate level.

SECTION 19. FORCE MAJEURE.

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

SECTION 20. CAPTIONS.

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

SECTION 21. INTERPRETATION.

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

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

4 **SECTION 22. FURTHER ASSURANCES.**

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

8 **SECTION 23. COUNTERPARTS.**

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

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

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

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

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

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

(SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE)

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

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

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

9
10
11 **WITNESSES:**

12 _____ By: _____

13 _____ Print name: _____
14 (print)

15 _____ Title: _____

16 _____

17 _____
18 (print)

19 STATE OF _____
20 COUNTY OF _____

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

Notary Public – State of _____

Print Name: _____

My Commission expires: _____

CITY OF PALM COAST, FLORIDA

David Alfin, Mayor

ATTEST:

Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Neysa J. Borkert, City Attorney

STATE OF FLORIDA
COUNTY OF FLAGLER

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

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

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EXHIBIT "A"
LEGAL DESCRIPTION

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

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

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

EXHIBIT "B"
MPD MASTER PLAN

On Following Page

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MDP MASTER PLAN
BELLE TERRE ESTATES
 BELLE TERRE ESTATES, LLC
 CITY OF PALM BEACH
 BELLE TERRE ESTATES, LLC
 P.O. BOX 1126, 7 WALTON STREET
 ST. AUGUSTINE, FL 32084
 PHONE: 904.828.7200
 FAX: 904.828.4547
 INFO@MATTHEWS-DCCM.COM
MATTHEWS DCCM
 1000 W. UNIVERSITY AVENUE, SUITE 100
 PALM BEACH, FL 33480
 DATE: 03/11/2014
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 APPROVED BY: J. HARRIS

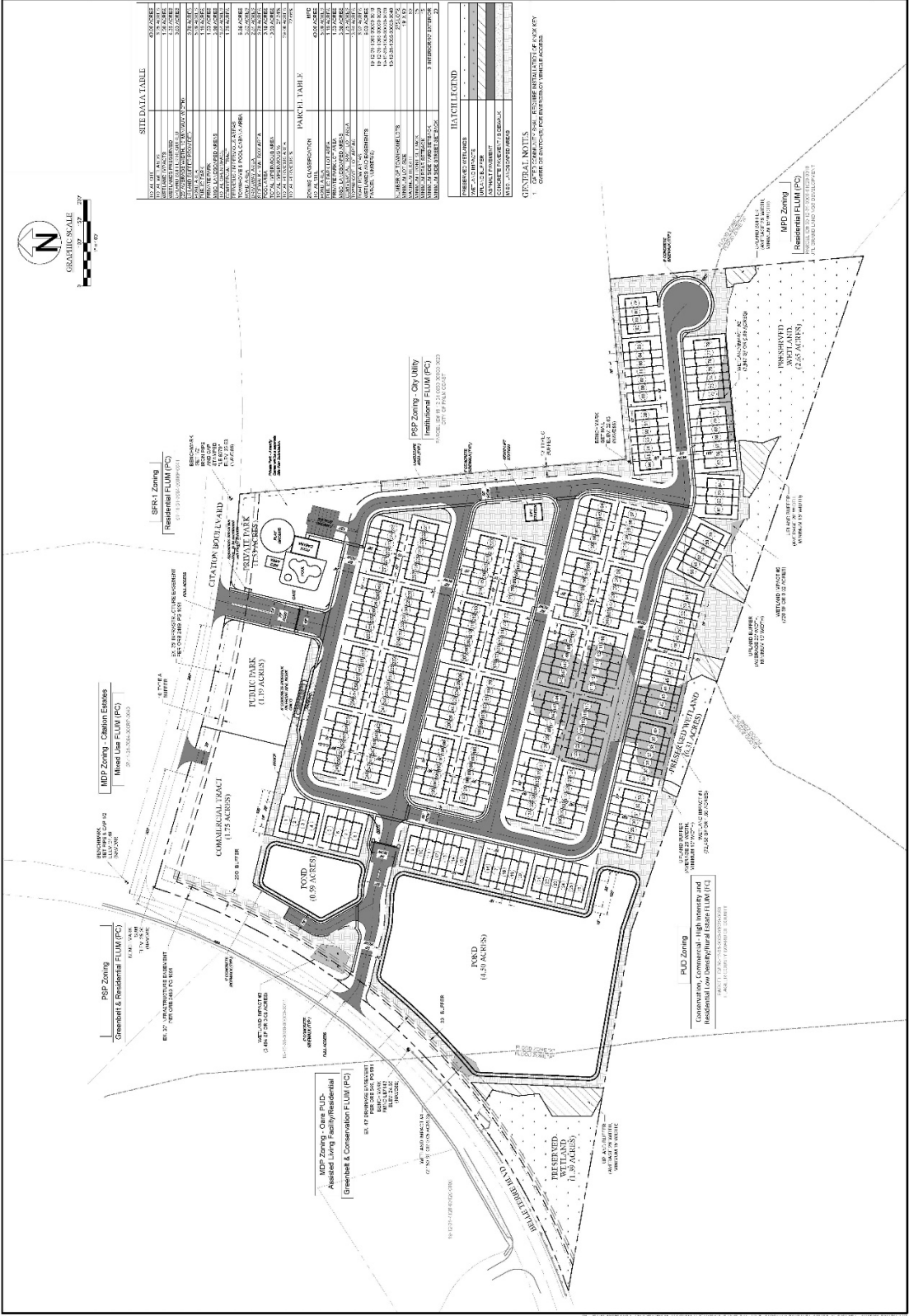


EXHIBIT "C"
CONCEPTUAL DOG PARK SKETCH

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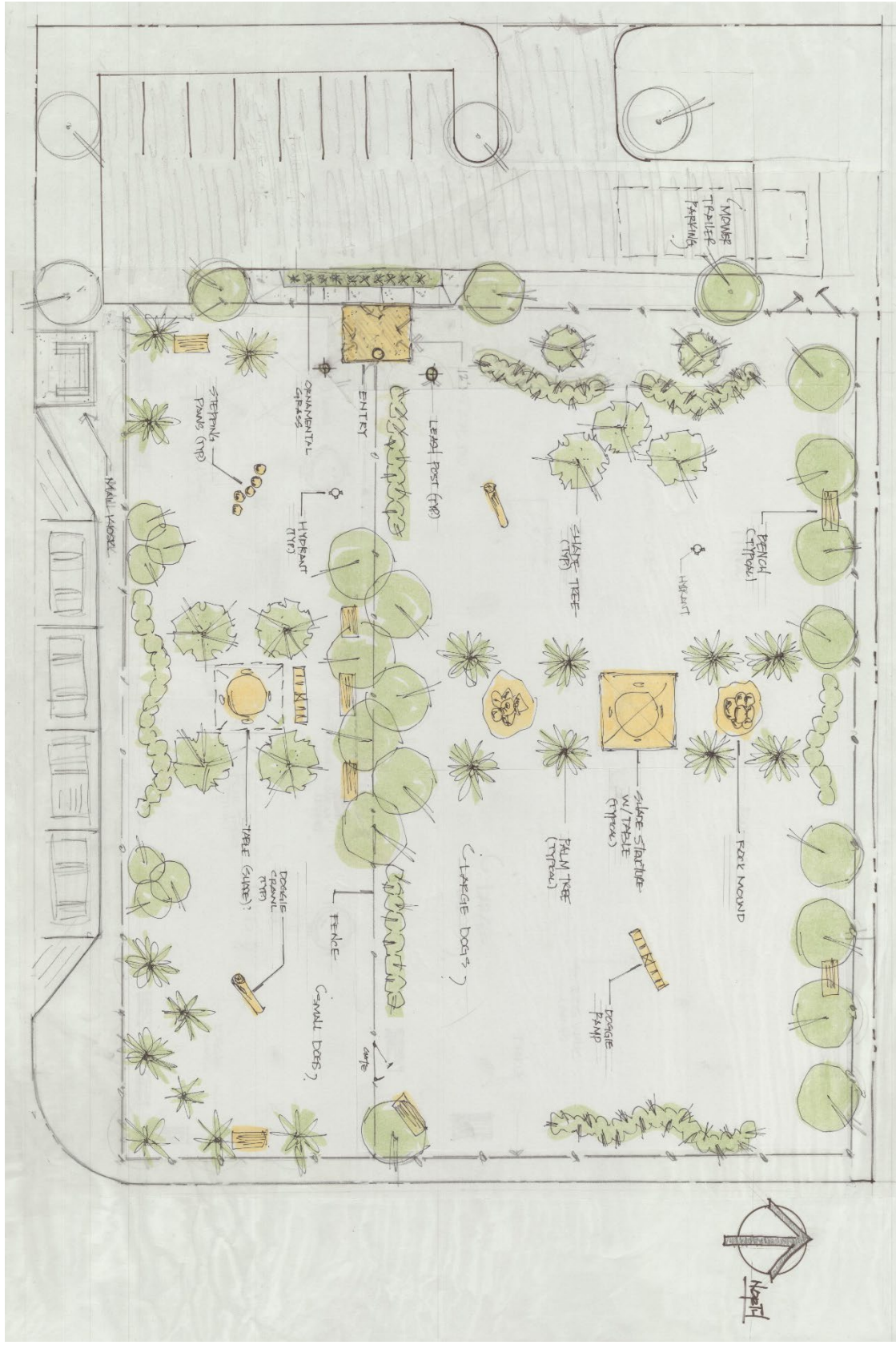


EXHIBIT "D"
ARCHITECTURAL ELEVATION

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Belle Terre Estates Distant Aerial Map



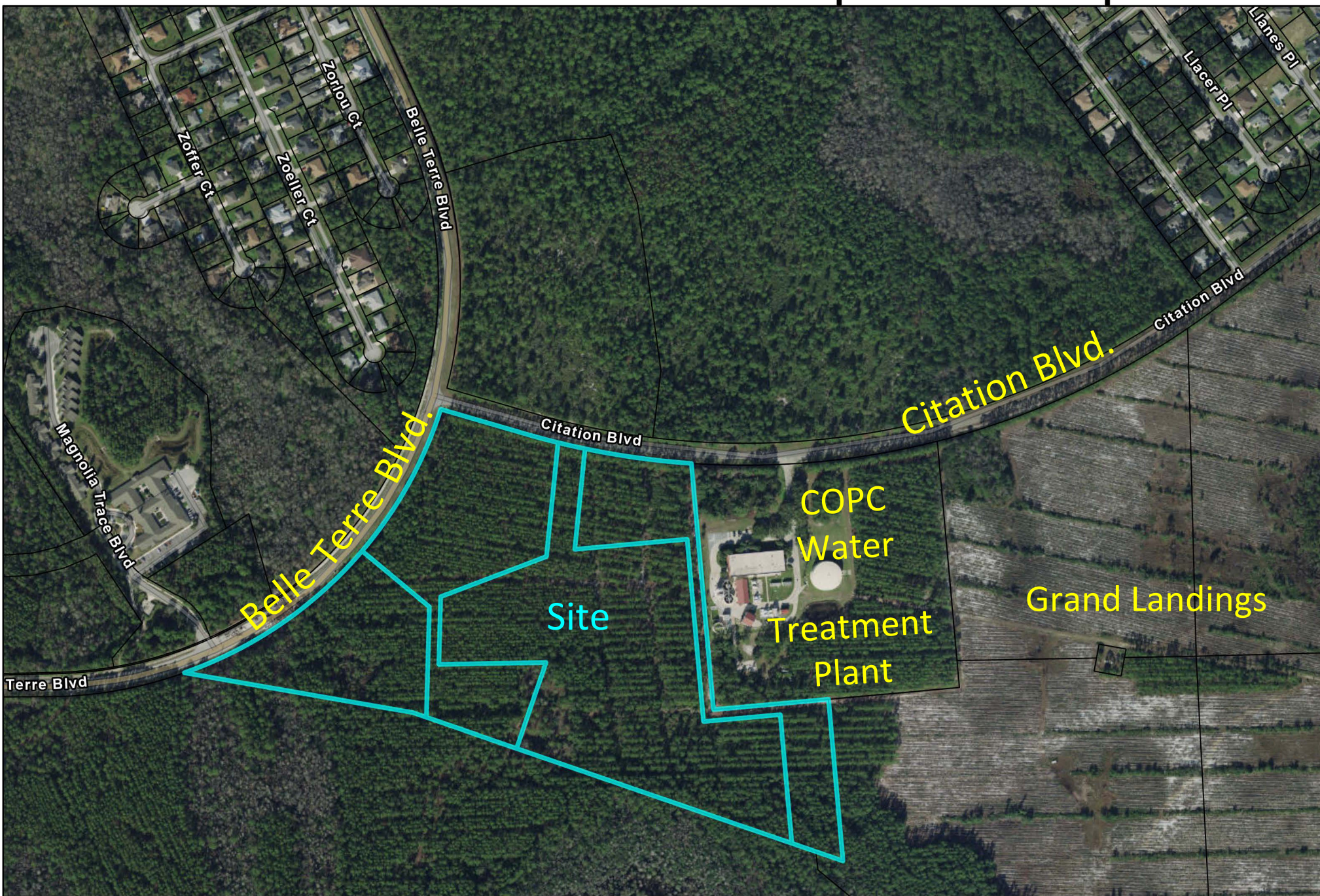
Legend

Belle Terre Estates

0 0.1 0.2 0.4 Miles



Belle Terre Estates Closeup Aerial Map

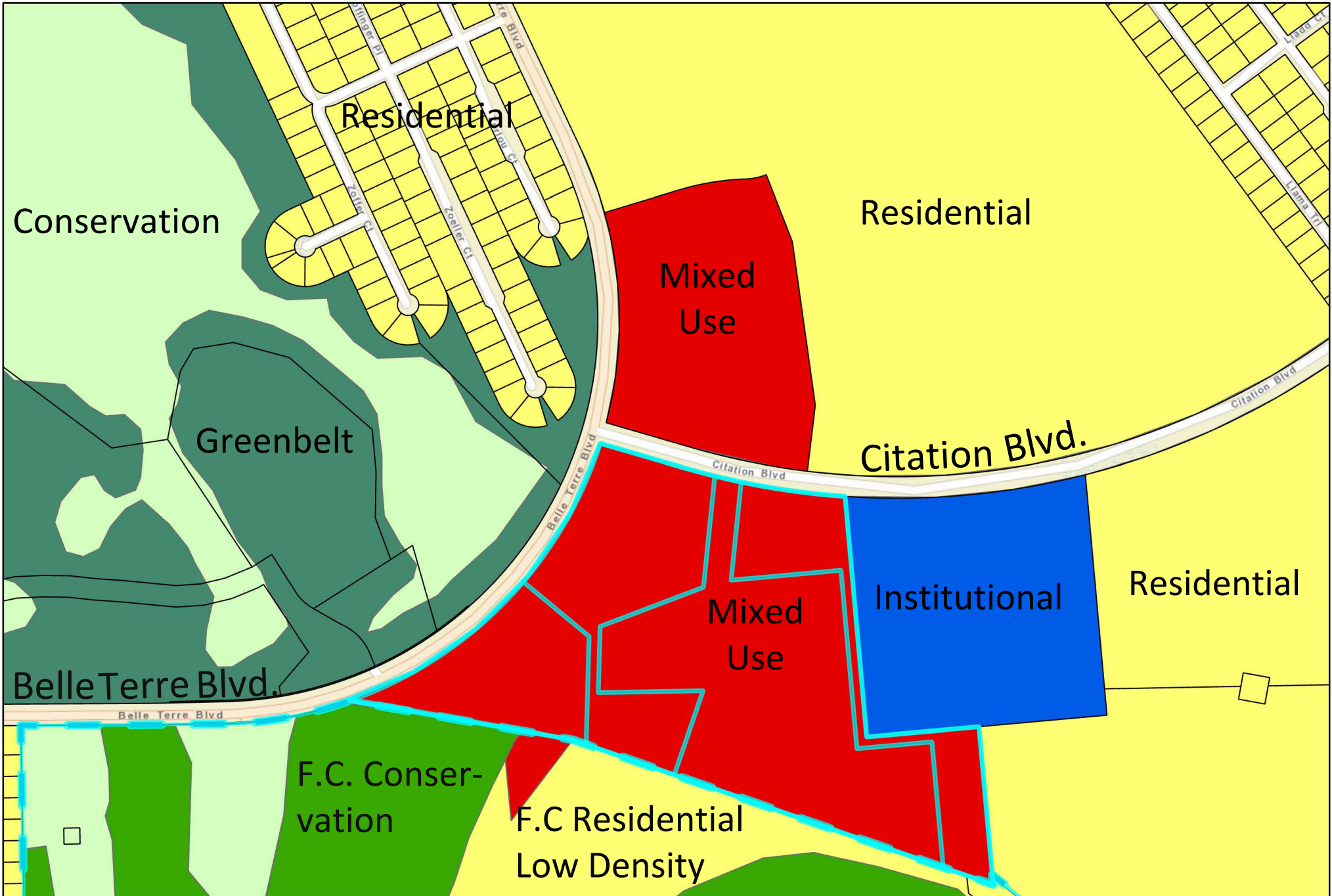


Legend

0 145 290 580 Feet



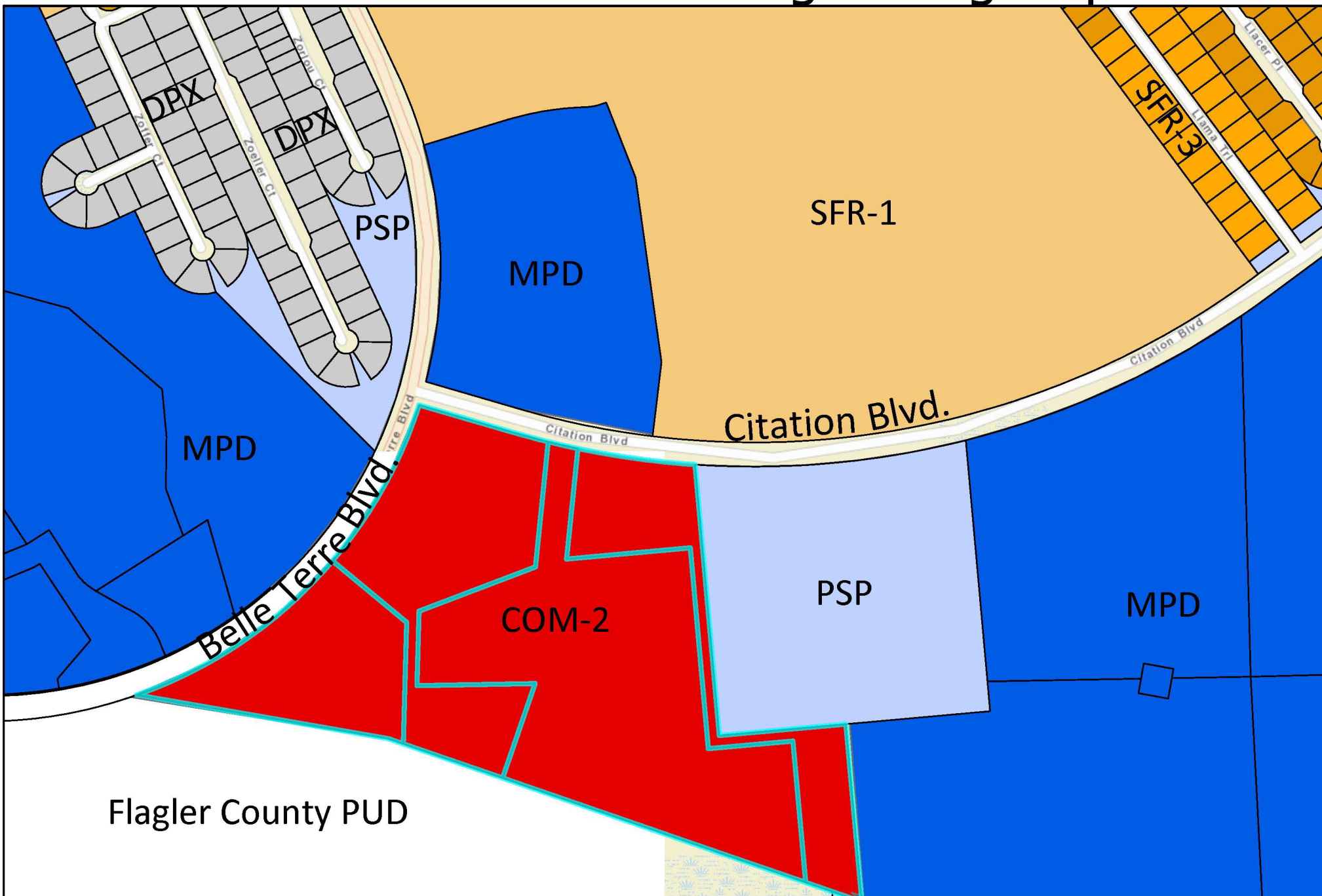
Belle Terre Estates FLUM



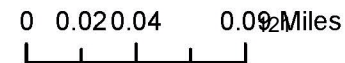
<ul style="list-style-type: none"> Palm Coast City Limits Flagler Property Appraiser PC FLUM AGRICULTURE & TIMBERLANDS 	<ul style="list-style-type: none"> COMMERCIAL: LOW INTENSITY DRI-Mixed Use DRI-Residential Area DRI-Urban Core Canals Coastal High Hazard Area 	<ul style="list-style-type: none"> Conservation Greenbelt Industrial Institutional MIXED USE: HIGH INTENSITY Mixed Use 	<p>Legend</p> <ul style="list-style-type: none"> RECREATION & OPEN SPACE Residential RESIDENTIAL: LOW DENSITY / RURAL ESTATE AG AG-TIMBER CONSERVATION FC FLUM 	<ul style="list-style-type: none"> COMM-HIGH COMM-LOW CONS EDU IND 	<ul style="list-style-type: none"> MUH MUL REC RES-HIGH RES-LOW-RE
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0 0.03 0.06 0.12 Miles

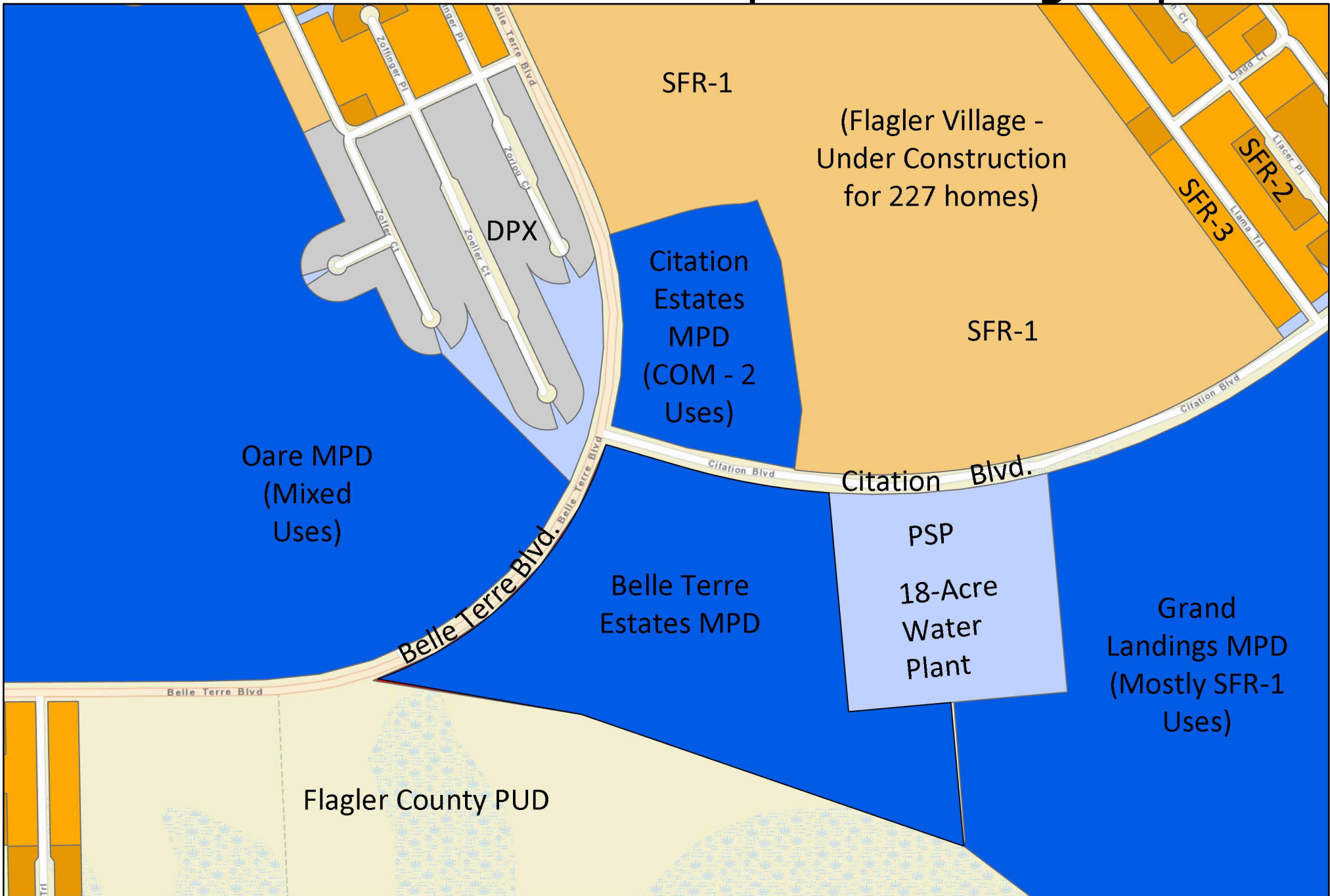
Belle Terre Estates Existing Zoning Map



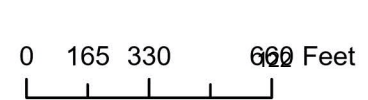
Legend				
PC Zoning	CN	DPX	IND-2	OFC-1
AC	COM-1	EST-1	MFR-1	OFC-2
AGR	COM-2	EST-2	MFR-2	P&G
C-2	COM-3	IND-1	MPD	PRS

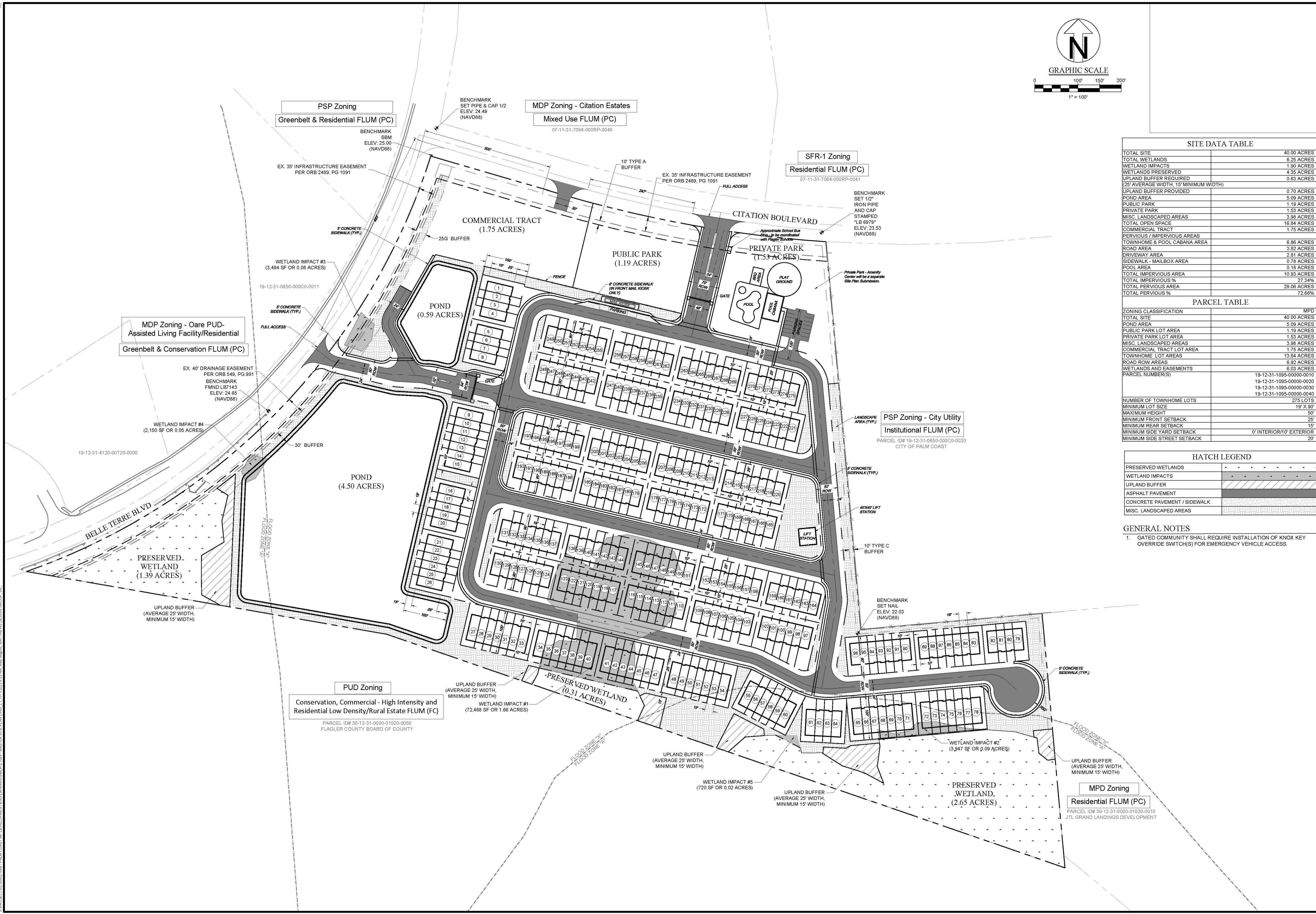
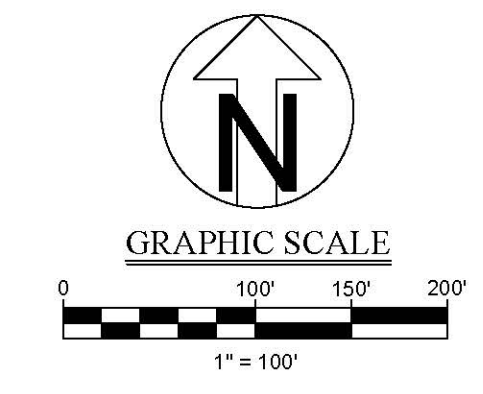


Belle Terre Estates Proposed Zoning Map



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





SITE DATA TABLE

TOTAL SITE	40.00 ACRES
TOTAL WETLANDS	6.25 ACRES
WETLAND IMPACTS	1.99 ACRES
WETLANDS PRESERVED	4.35 ACRES
UPLAND BUFFER REQUIRED (25' AVERAGE WIDTH, 15' MINIMUM WIDTH)	0.83 ACRES
UPLAND BUFFER PROVIDED	0.70 ACRES
POND AREA	5.09 ACRES
PUBLIC PARK	1.19 ACRES
PRIVATE PARK	1.53 ACRES
MISC. LANDSCAPED AREAS	3.99 ACRES
TOTAL OPEN SPACE	16.84 ACRES
COMMERCIAL TRACT	1.75 ACRES
PERVIOUS / IMPERVIOUS AREAS	
TOWNHOME & POOL CABANA AREA	6.86 ACRES
ROAD AREA	3.82 ACRES
DRIVEWAY AREA	2.91 ACRES
SIDEWALK - MAILBOX AREA	0.75 ACRES
POOL AREA	0.18 ACRES
TOTAL IMPERVIOUS AREA	10.93 ACRES
TOTAL IMPERVIOUS %	27.34%
TOTAL PERVIOUS AREA	29.06 ACRES
TOTAL PERVIOUS %	72.66%

PARCEL TABLE

ZONING CLASSIFICATION	MPD
TOTAL SITE	40.00 ACRES
POND AREA	5.09 ACRES
PUBLIC PARK LOT AREA	1.19 ACRES
PRIVATE PARK LOT AREA	1.53 ACRES
MISC. LANDSCAPED AREAS	3.99 ACRES
COMMERCIAL TRACT LOT AREA	1.75 ACRES
TOWNHOME LOT AREAS	13.64 ACRES
ROAD ROW AREAS	6.92 ACRES
WETLANDS AND EASEMENTS	6.03 ACRES
PARCEL NUMBER(S)	19-12-31-1095-0000-0010 19-12-31-1095-0000-0020 19-12-31-1095-0000-0030 19-12-31-1095-0000-0040

HATCH LEGEND

PRESERVED WETLANDS
WETLAND IMPACTS
UPLAND BUFFER
ASPHALT PAVEMENT
CONCRETE PAVEMENT / SIDEWALK
MISC. LANDSCAPED AREAS

GENERAL NOTES

- GATED COMMUNITY SHALL REQUIRE INSTALLATION OF KNOX KEY OVERRIDE SWITCH(S) FOR EMERGENCY VEHICLE ACCESS.

REVISIONS

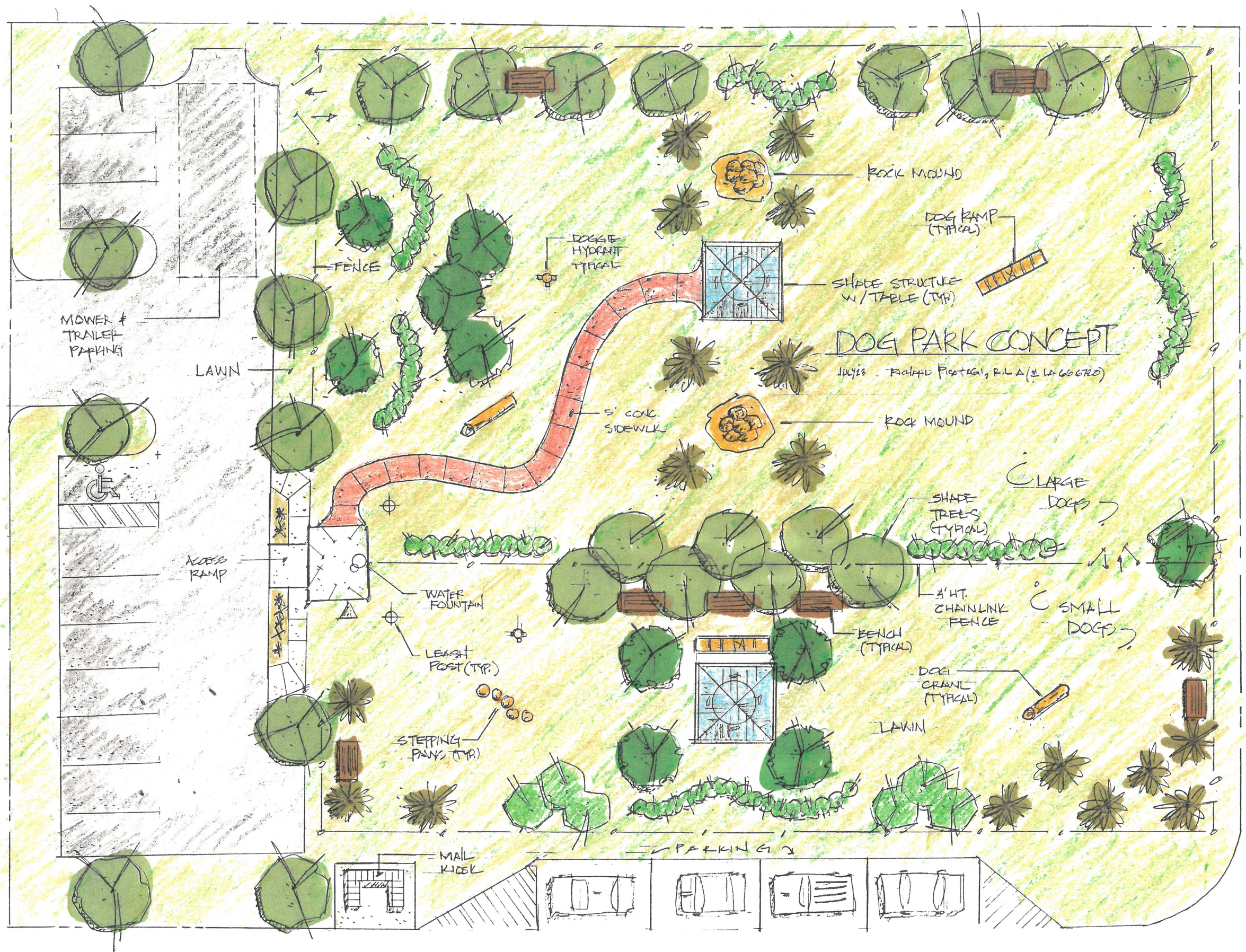
NO.	DATE	DESCRIPTION

PROJECT INFORMATION

PROJECT: BELLE TERRE ESTATES
 SHEET NO.: 4 OF 12
 PREPARED FOR: CITY OF PALM COAST
 PREPARED BY: MATTHEWS BECCM
 REGISTERED ENGINEER: CAROL ANN MATTHEWS, P.E., REG. NO. 142814
 REGISTERED ENGINEER: CAROL ANN MATTHEWS, P.E., REG. NO. 142814

CLIENT INFORMATION

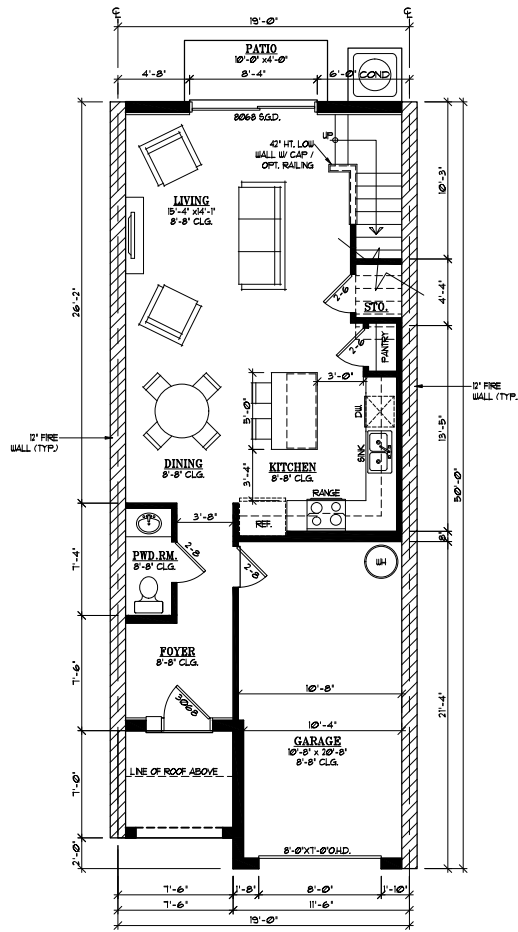
CLIENT: BELLE TERRE HOLDINGS, L.L.C.
 ADDRESS: P.O. BOX 3126, 7 WALDO STREET
 CITY: ST. AUGUSTINE, FL 32084
 PHONE: 904.826.1334 • FAX: 904.826.4547
 EMAIL: INFO@MDKINC.COM



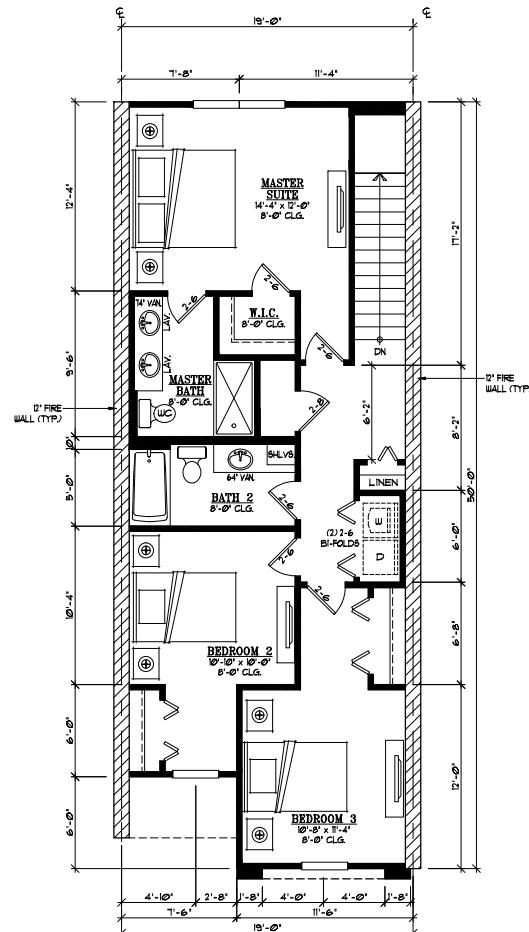
DOG PARK CONCEPT
 JULY 2012 - RALPH PISTAGLI, P.L.A. (S. LA 006720)



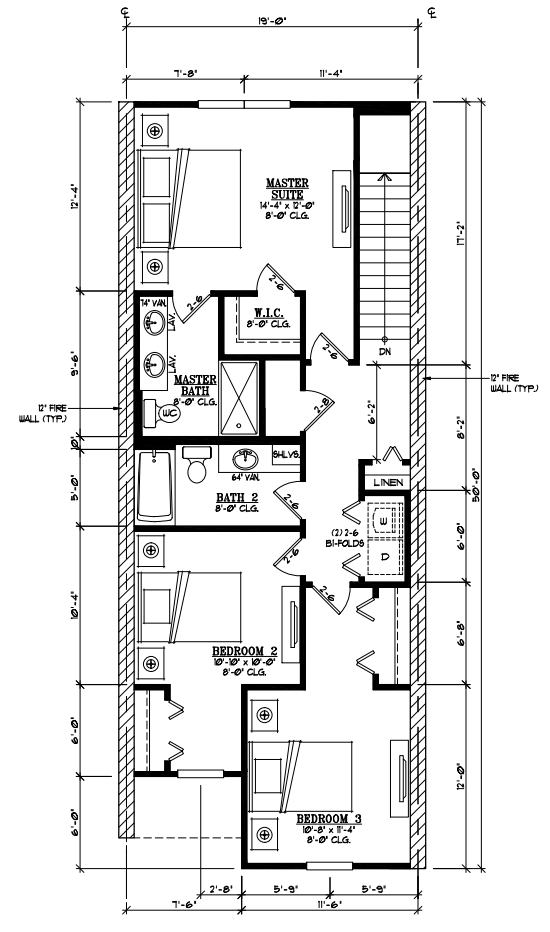
SQ.FT. CALC.'S INTERIOR UNIT	
1ST FLR. LIVING	641 SQ. FT.
2ND FLR. LIVING	896 SQ. FT.
TOTAL LIVING	1,497 SQ. FT.
GARAGE	241 SQ. FT.
ENTRY	53 SQ. FT.
PATIO	40 SQ. FT.
TOTAL	1,831 SQ. FT.



FIRST FLOOR PLAN
INTERIOR UNIT (W/ OPEN FOYER)



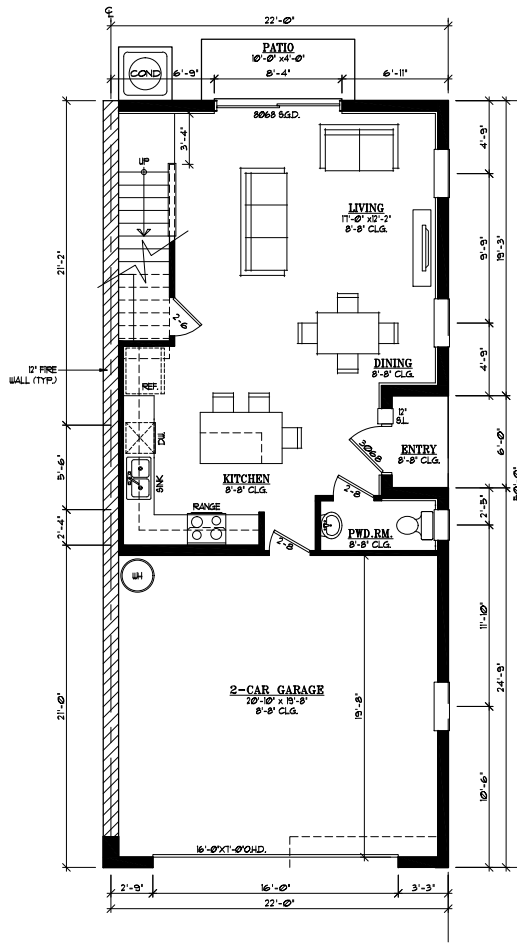
SECOND FLOOR PLAN
INTERIOR UNIT FRAME
OPTION BUILT-UP BEDROOM 3



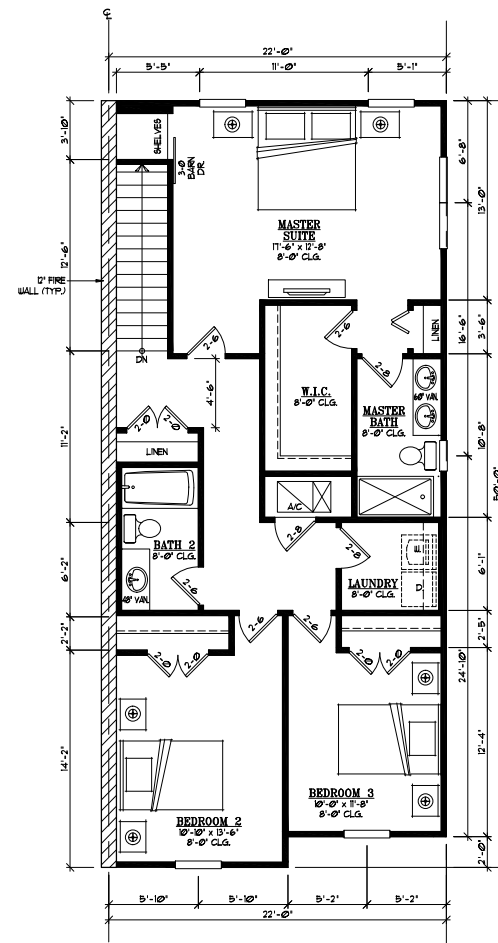
SECOND FLOOR PLAN
INTERIOR UNIT FRAME

TOWNHOMES 1st & 2nd FLOOR PLANS INTERIOR UNITS

SQ. FT. CALC.'S	
2-CAR GAR. END UNIT	
1ST FLR LIVING	630 SQ. FT.
2ND FLR LIVING	1033 SQ. FT.
TOTAL LIVING	1663 SQ. FT.
GARAGE	484 SQ. FT.
ENTRY	24 SQ. FT.
PATIO	40 SQ. FT.
TOTAL	2221 SQ. FT.

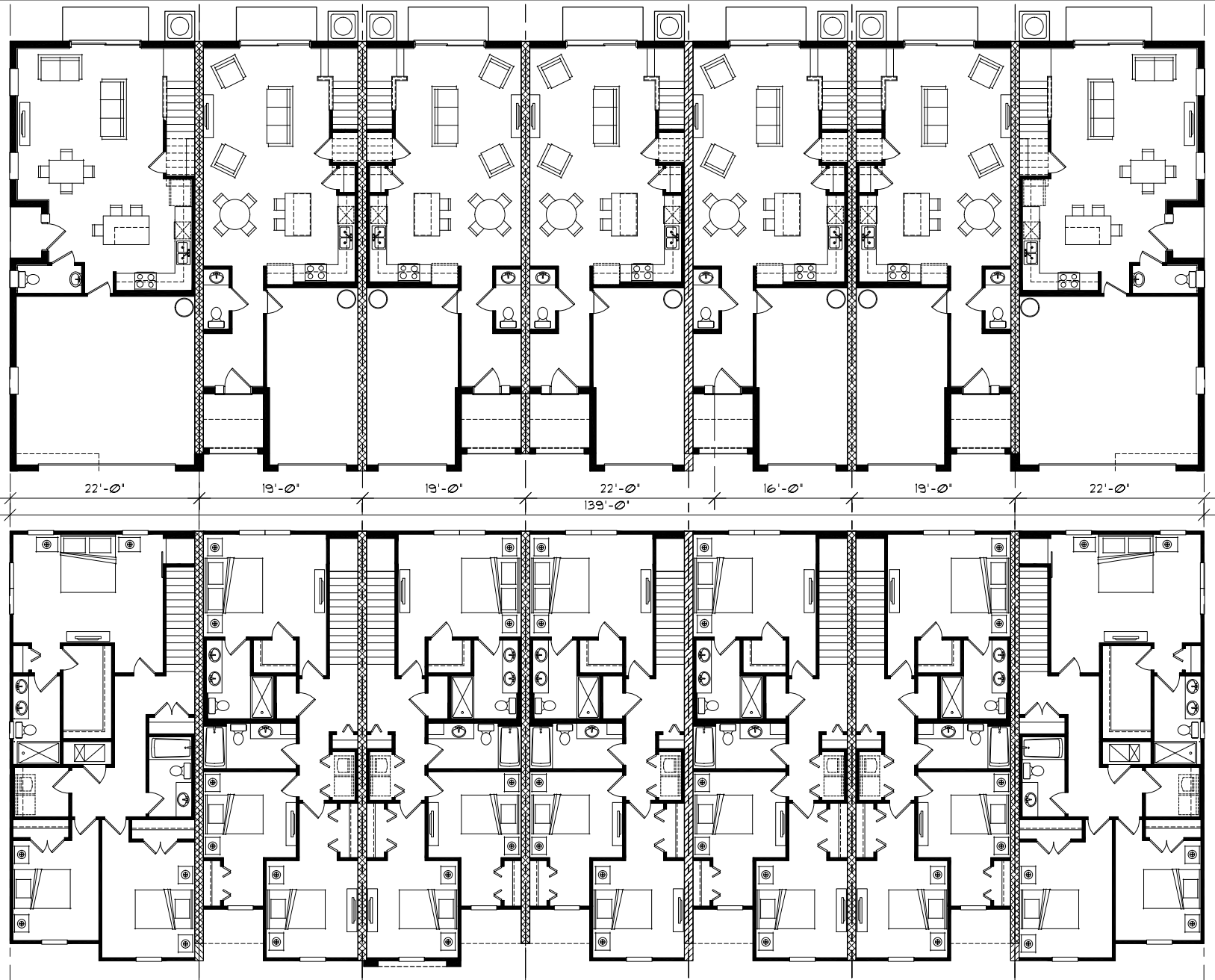


FIRST FLOOR PLAN
END UNIT



SECOND FLOOR PLAN
END UNIT

TOWNHOMES 1st & 2nd FLOOR PLANS END UNIT

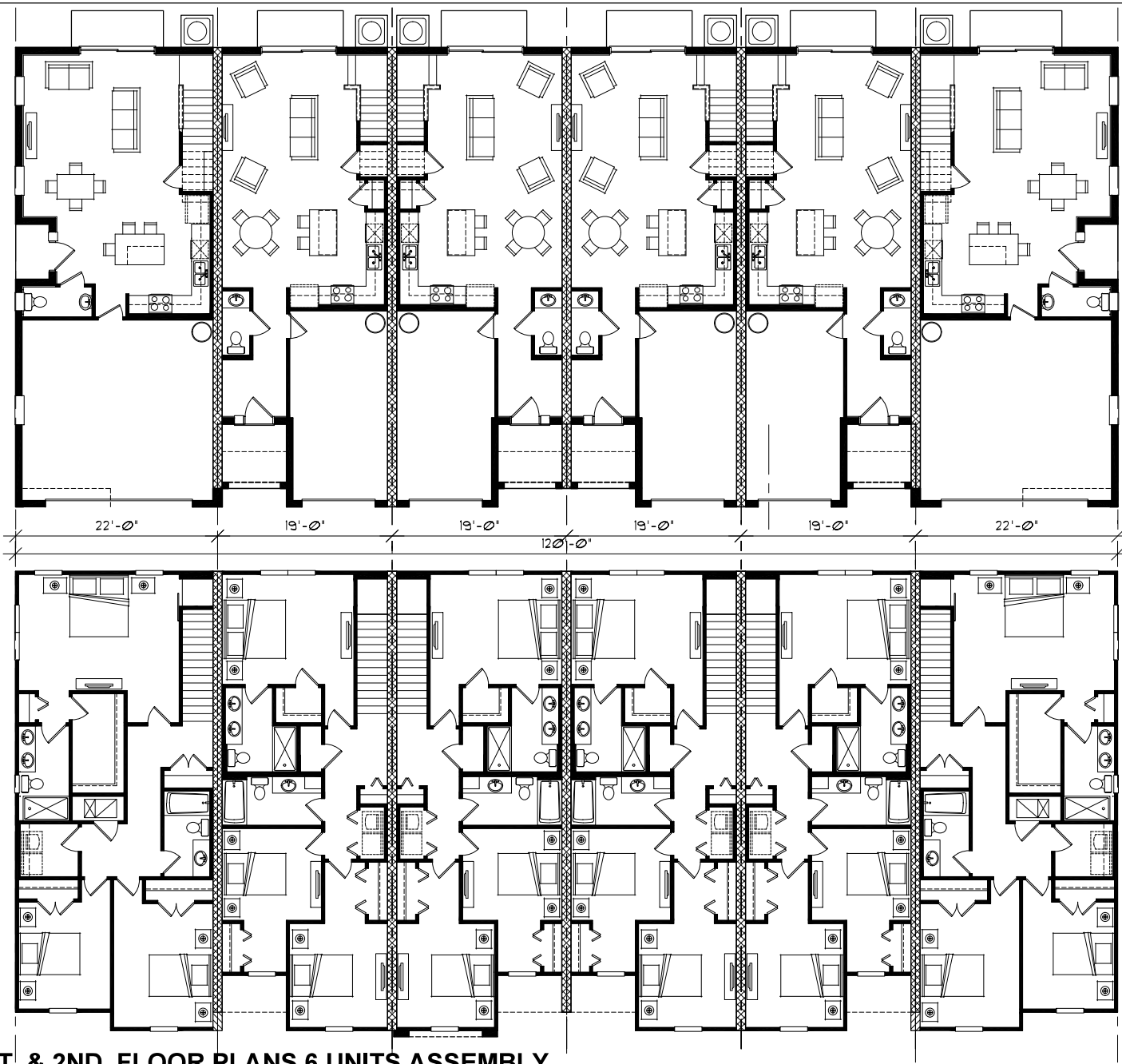


TOWNHOMES - 1ST. & 2ND. FLOOR PLANS 7 UNITS ASSEMBLY

SHEET 3



03/31/2023

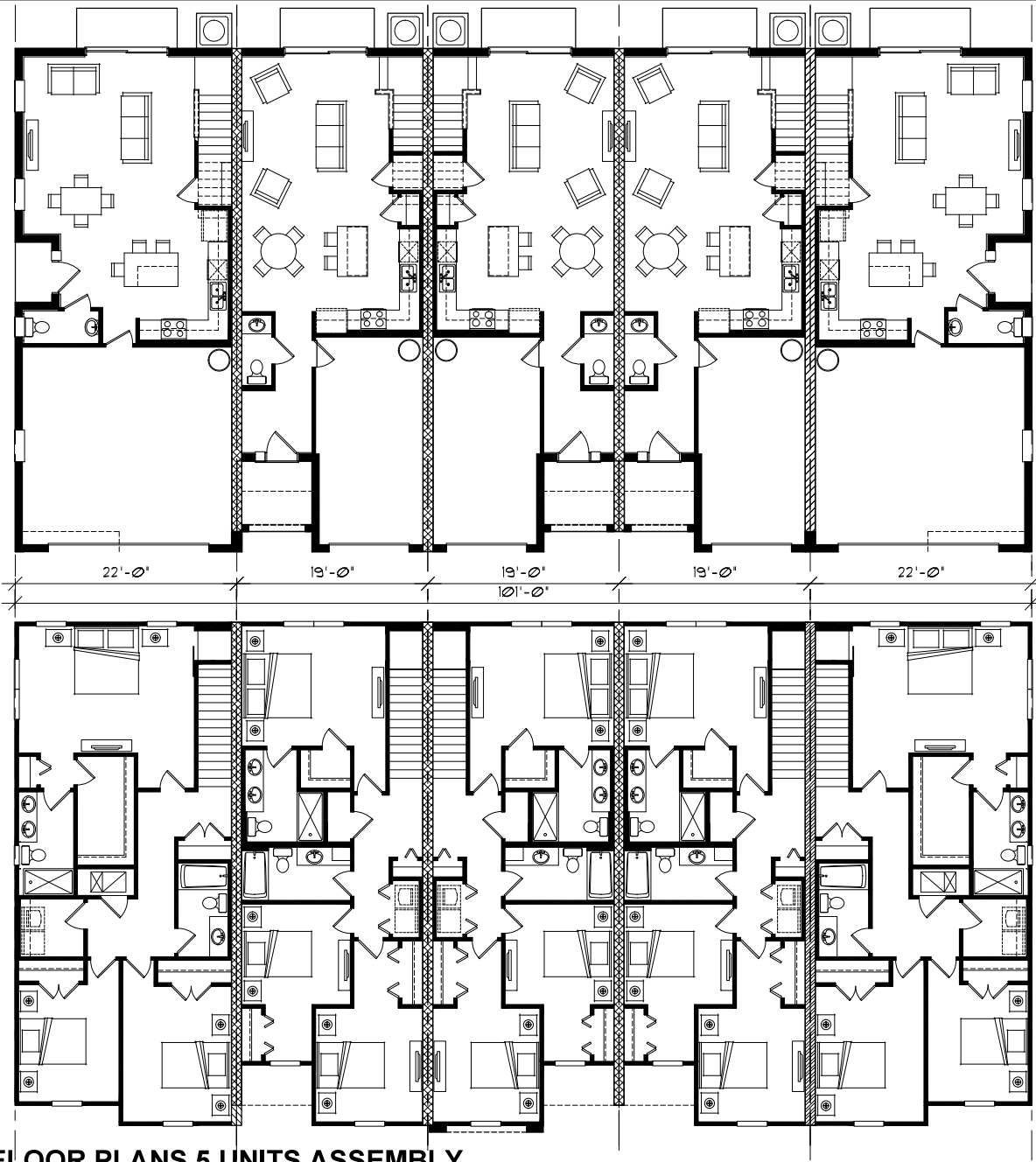


TOWNHOMES - 1ST. & 2ND. FLOOR PLANS 6 UNITS ASSEMBLY

SHEET 4



03/31/2023

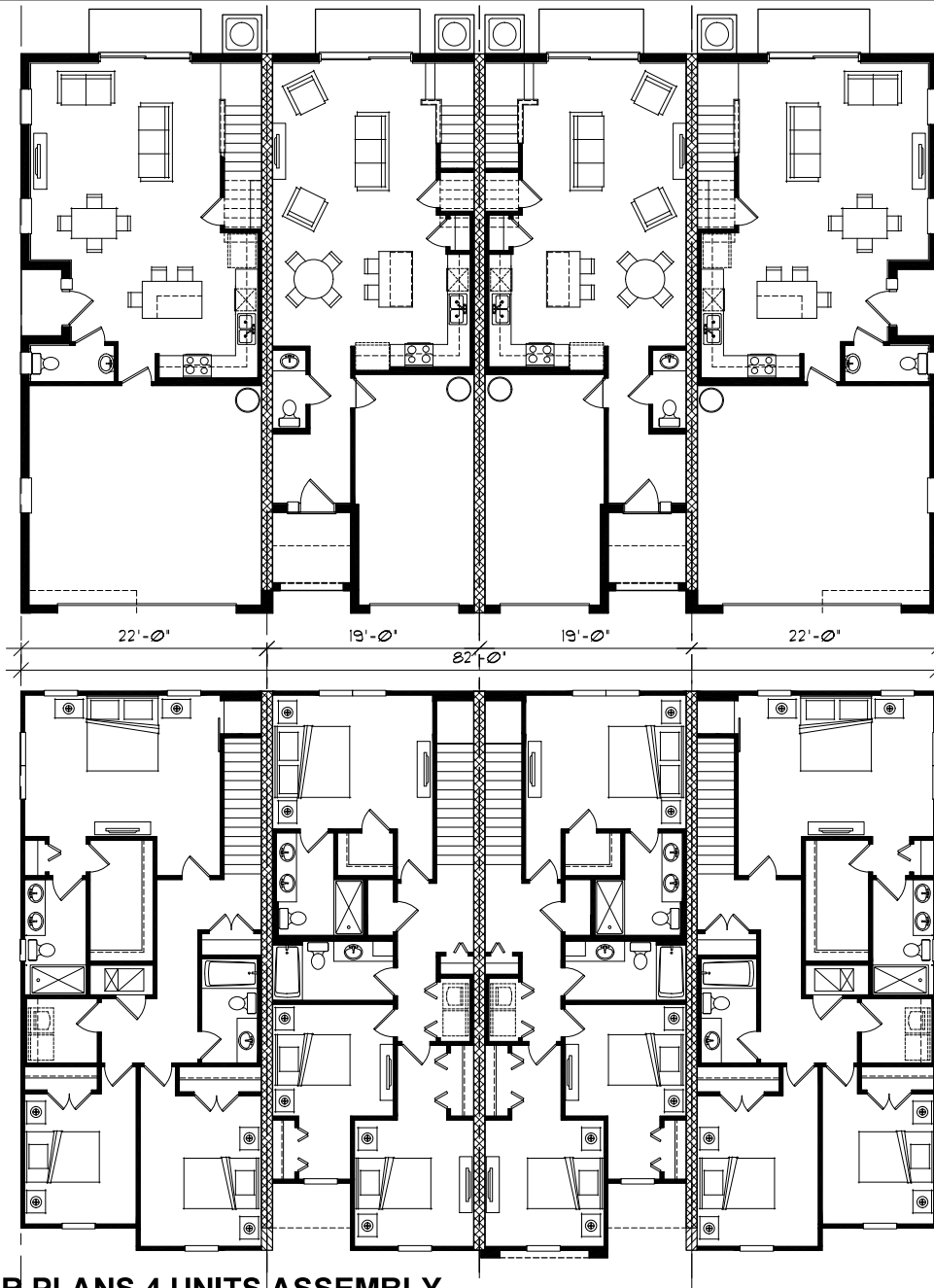


TOWNHOMES - 1ST. & 2ND. FLOOR PLANS 5 UNITS ASSEMBLY

SHEET 5



03/31/2023

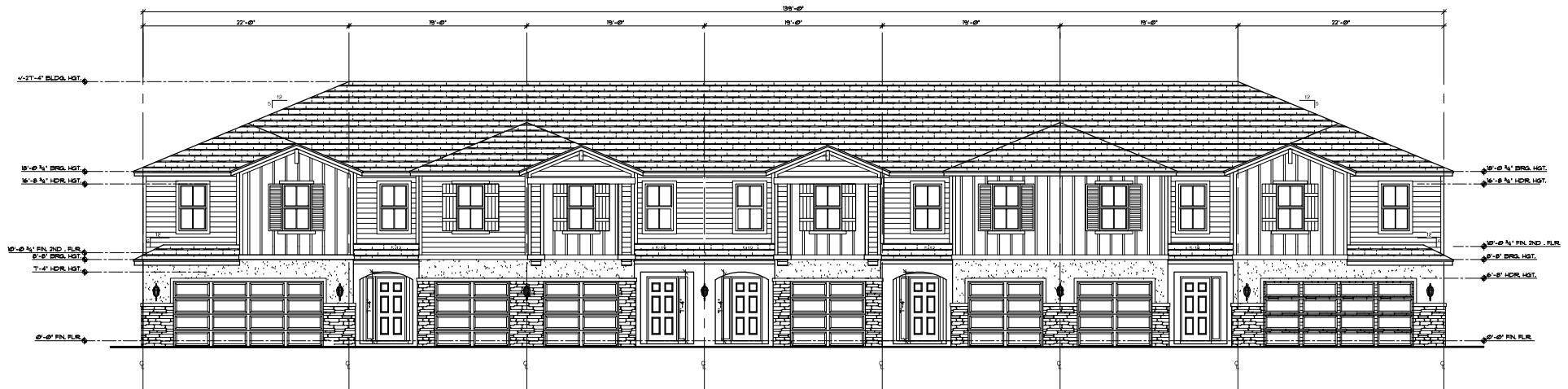


TOWNHOMES - 1ST. & 2ND. FLOOR PLANS 4 UNITS ASSEMBLY

SHEET 6



03/31/2023



FRONT ELEVATION
 SCALE: 1/4" = 1'-0"
 7 UNITS



REAR ELEVATION
 SCALE: 1/4" = 1'-0"
 7 UNITS

TOWNHOMES - ELEVATIONS

SHEET 7



03/31/2023

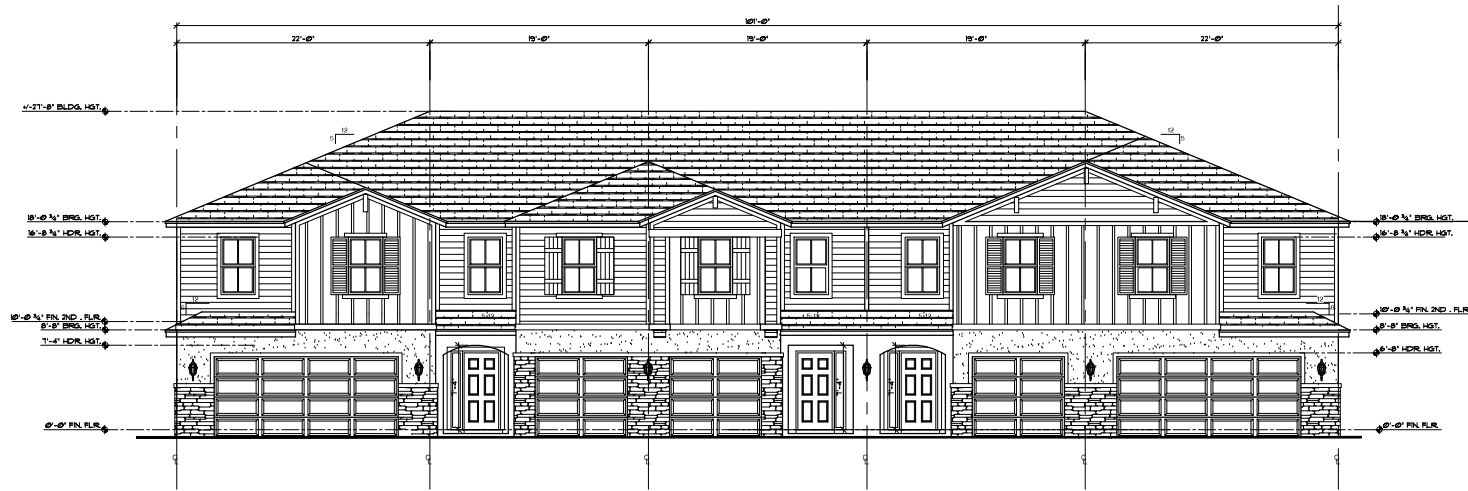


FRONT ELEVATION
SCALE: 1/4" = 1'-0"
6 UNITS



REAR ELEVATION
SCALE: 1/4" = 1'-0"
6 UNITS

TOWNHOMES - ELEVATIONS - 6 UNITS ASSEMBLY



FRONT ELEVATION
 SCALE: 1/4" = 1'-0"
 5 UNITS



REAR ELEVATION
 SCALE: 1/4" = 1'-0"
 5 UNITS

TOWNHOMES - ELEVATIONS - 5 UNITS ASSEMBLY

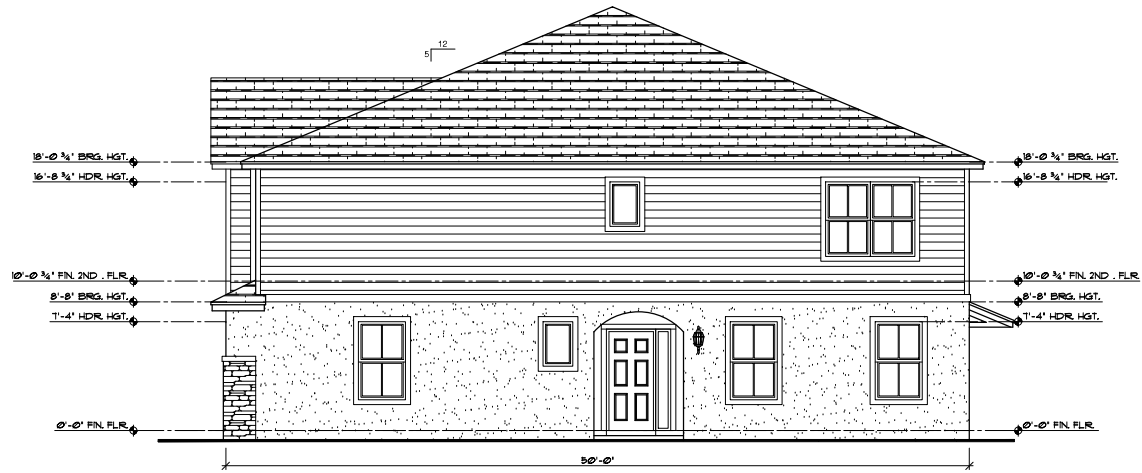


FRONT ELEVATION
SCALE: 1/4" = 1'-0"
4 UNITS



REAR ELEVATION
SCALE: 1/4" = 1'-0"
4 UNITS

TOWNHOMES - ELEVATIONS - 4 UNITS ASSEMBLY



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"





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

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

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