

# City of Palm Coast, Florida Agenda Item

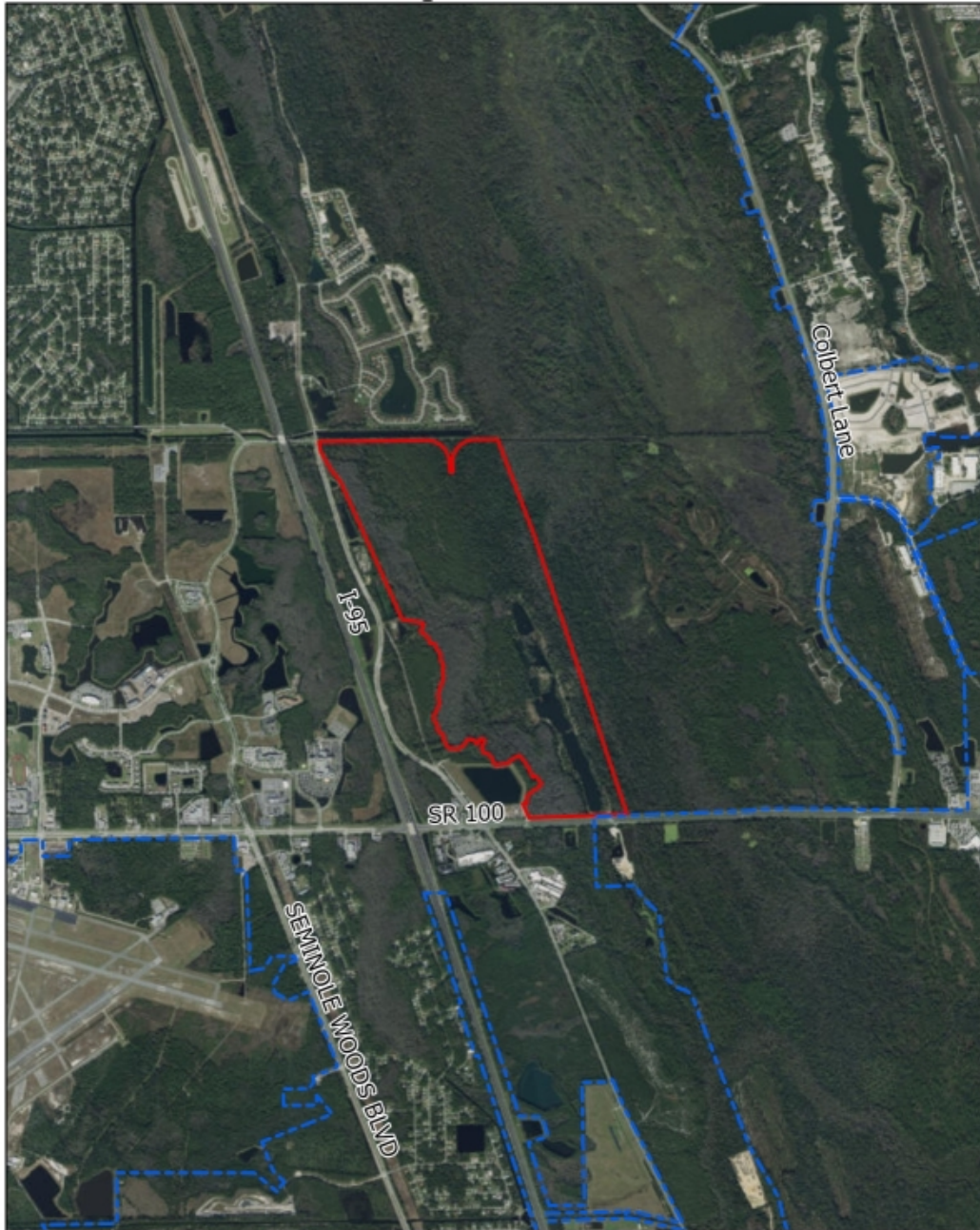
Agenda Date: May 16, 2023

<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	PLANNING	<b>Account #</b>
<b>Subject</b>	ORDINANCE 2023-XX REZONING COQUINA SHORES MASTER PLAN DEVELOPMENT - APPLICATION NO. 5243	
<b>Presenter: Jordan Myers, CFM, Stormwater Operations Manager</b>		
<b>Background:</b>		
<p><b>This is a quasi-judicial item, please disclose any ex parte communication.</b></p> <p>Jay Livingston on behalf of the property owner JX Palm Coast Land LLC is proposing to repeal and replace the existing JX Properties Mixed-Use Planned Unit Development (PUD) with the proposed Coquina Shores MPD. The existing PUD was part of the SR 100 Property Development of Regional Impact (DRI) which had various entitlements associated with the project. The proposed Coquina Shores MPD will be solely a residential project and will replace both the PUD and the DRI. There is a companion Future Land Use Map Amendment application for this project, requesting a change from Mixed-Use and Conservation to Residential and Conservation.</p> <p>The applicant's engineer has submitted a preliminary conceptual site plan of a proposed Coquina Shores single-family subdivision. This conceptual site plan proposes up to 750 single-family detached lots, multiple stormwater ponds, an amenity area, existing borrow pits, and extensive preserved conservation area. Based on this conceptual site plan the project would have an expected density of 1.48 units/per acre.</p> <p><u>Public Participation:</u> this item was heard at the April 19, 2023, PLDRB meeting and received a 6-0 vote to recommend approval to City Council.</p>		
<b>Recommended Action:</b>		
<p><b>THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD DETERMINED THAT THE PROPOSED REZONING OF COQUINA SHORES (APPLICATION NO. 5243) IS CONSISTENT WITH THE COMPREHENSIVE PLAN AND RECOMMENDS APPROVAL TO CITY COUNCIL TO REZONE 505.62+/- ACRES FROM THE MASTER PLANNED DEVELOPMENT (MPD) ZONING DISTRICT TO THE MASTER PLANNED DEVELOPMENT (MPD) ZONING DISTRICT</b></p>		

# Coquina Coast Comprehensive Plan Amendment and Zoning Map Amendment

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**City Council Business Meeting  
Public Hearing**



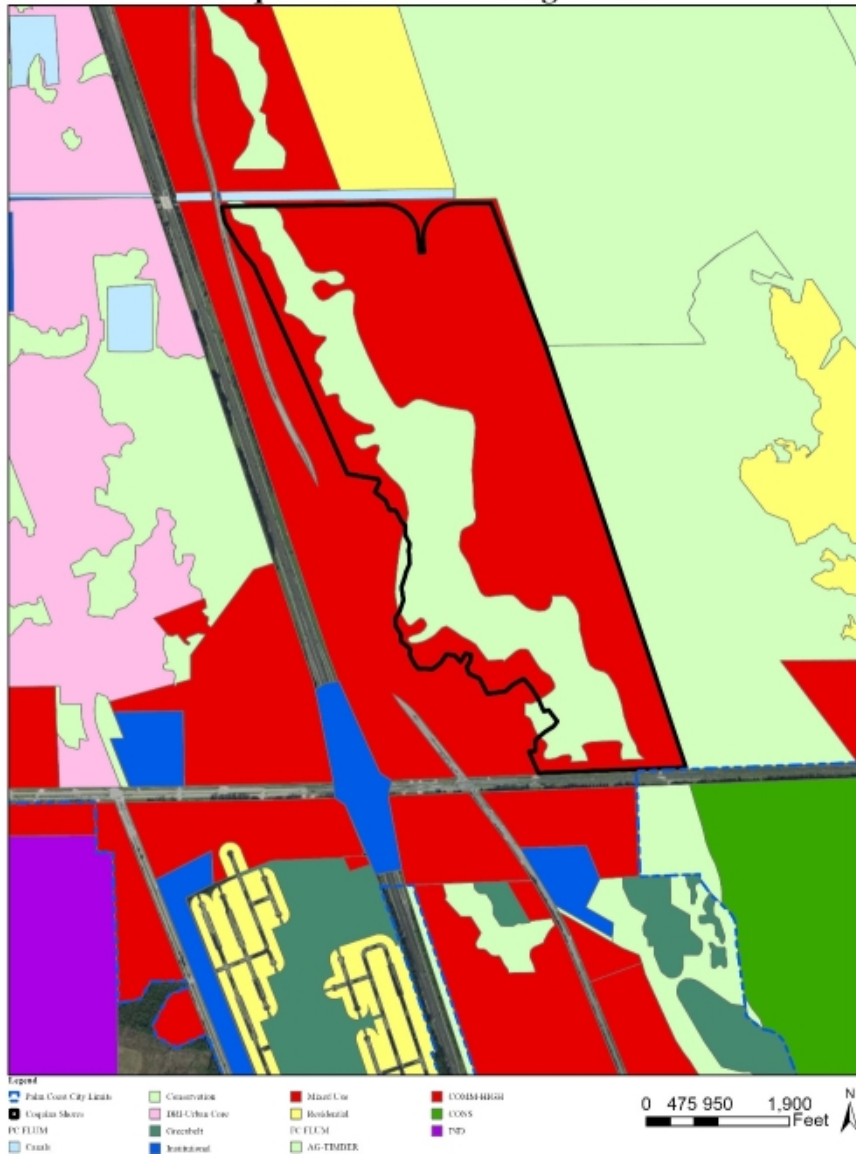
Legend

## BACKGROUND - Coquina Coast Comprehensive Plan Amendment

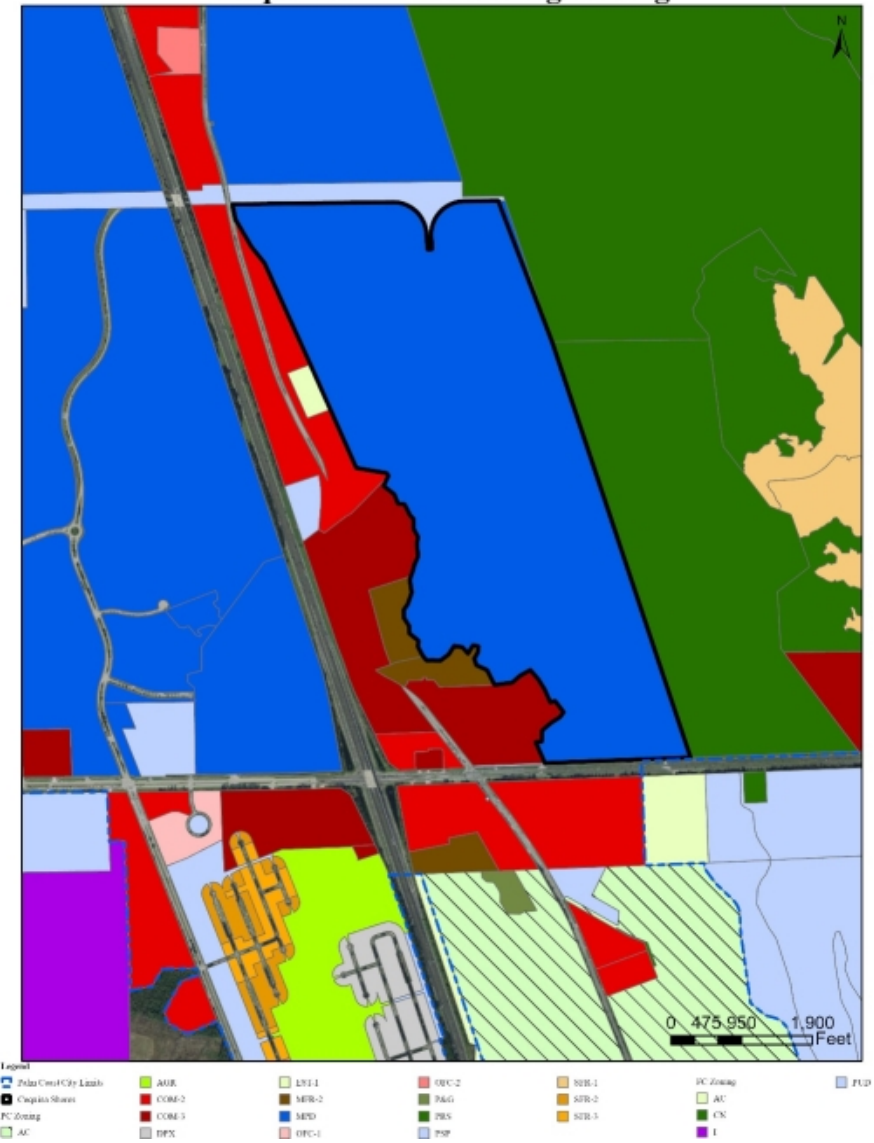
- 505.6 +/- acres
- Vacant
- Approved DRI – 2006, 2007 Amendments
- Entitlements – 2,411 dwelling units (619 single family, 1,792 multi-family), 50,000 sq. ft. general retail use, 30,000 sq. ft. of general office, & 150 hotel rooms

# BACKGROUND - Future Land Use Map & Zoning Map Designation

Coquina Shores-Existing FLUM

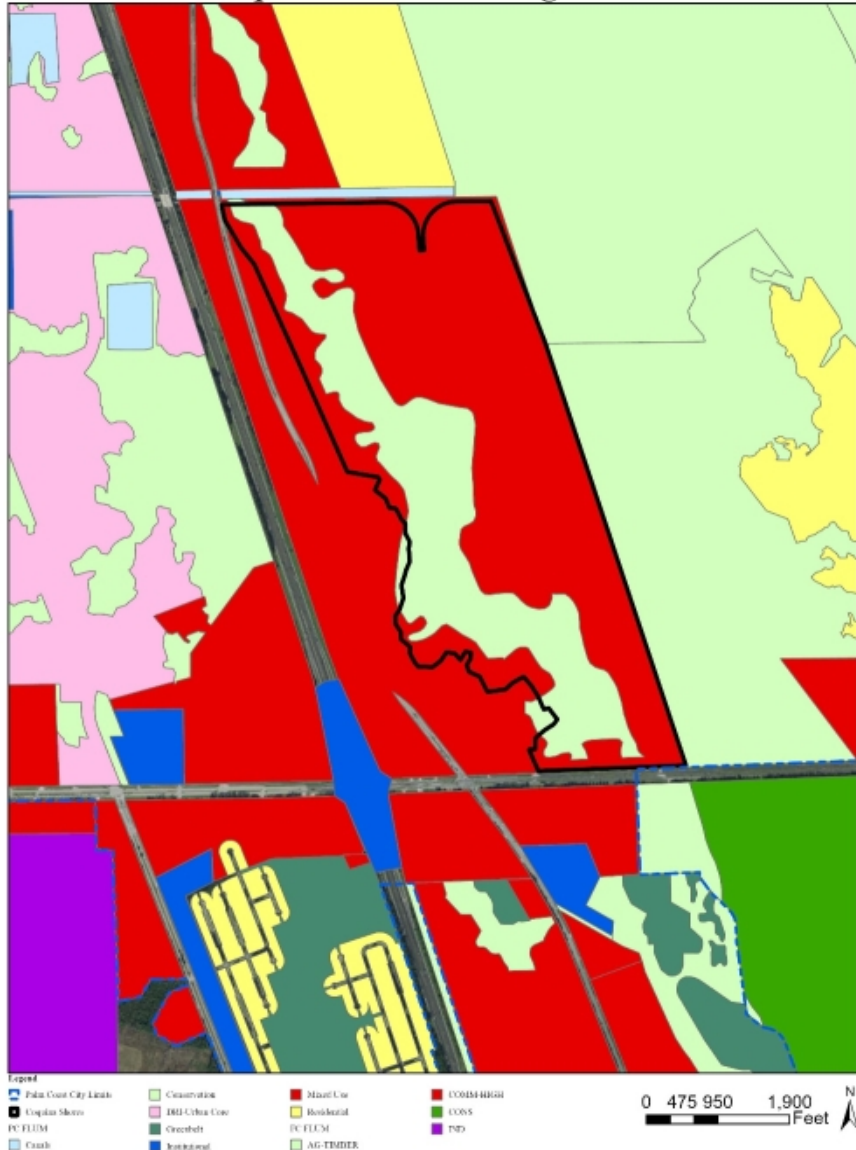


Coquina Shores-Existing Zoning

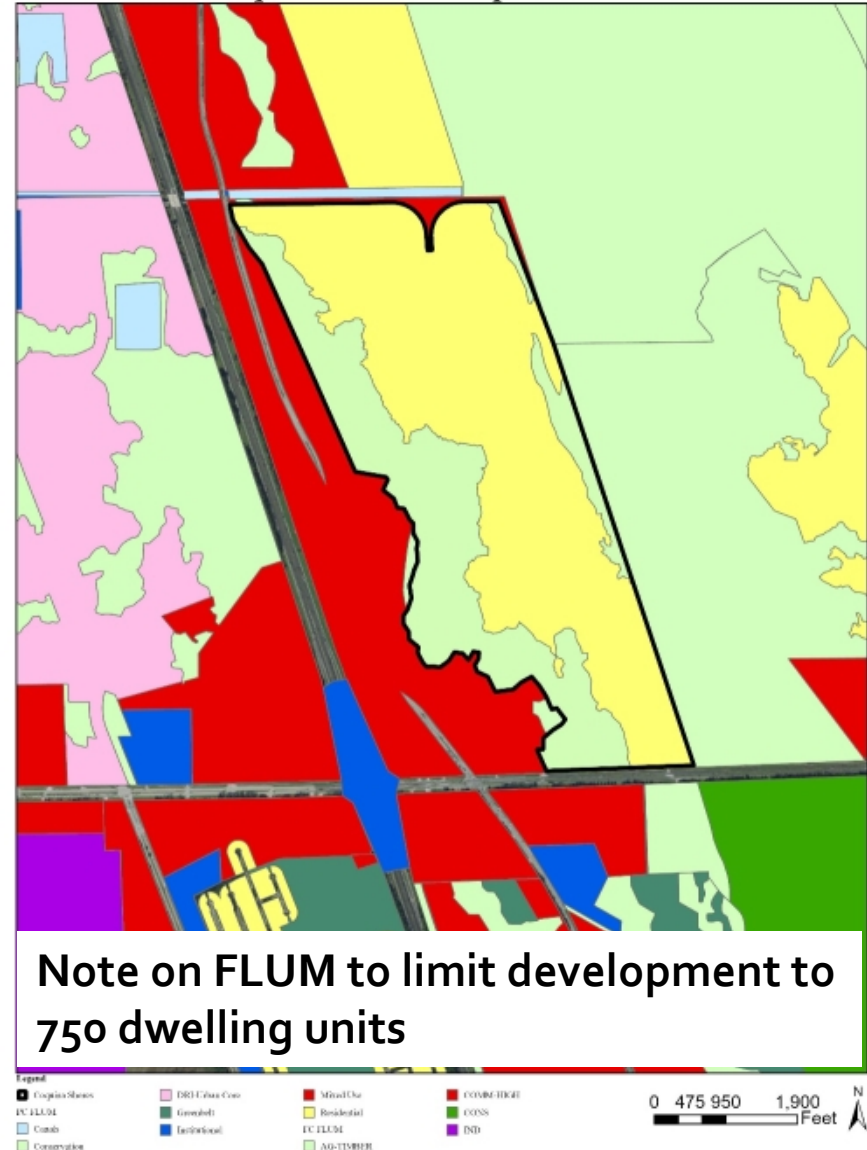


# BACKGROUND - Proposed Future Land Use Map Amendment

Coquina Shores-Existing FLUM



Coquina Shores-Proposed FLUM



# Coquina Shores - Future Land Use Map Amendment

- Public Facilities Impact Analysis

Density <sup>(1)</sup>	# of units or square feet of development	Transportation (PHT) <sup>(2)</sup>	Potable Water (GPD) <sup>(3)</sup>	Sanitary Sewer (GPD) <sup>(4)</sup>	Solid Waste (lbs./day) <sup>(5)</sup>	Recreation and Parks (8 acres/ 1000 pop.) <sup>(6)</sup>	Public Education (students) <sup>(7)</sup>	Stormwater Drainage <sup>(8)</sup>
<b>Proposed FLUM designation*</b>								
Residential (12 du/acre)	750	743	225000	147600	15498	14.4	160	N/A
	<b>Total</b>	743	225000	147600	15498	14.4	160	N/A
<b>Current FLUM designation**</b>								
Residential (2,411 total) Single-family	619	613	185700	121819	12791	11.9	229	N/A
Multifamily units	1792	1021	537600	352666	37030	34.4	0	N/A
General Retail	50000	270	8500	5000	--	--	--	N/A
General Office	30000	42	5100	3000	--	--	--	N/A
Hotel	150 rooms (300 sq. ft./room) or 45000 sq. ft.	156	7650	4500	--	--	--	N/A
	<b>Total</b>	2102	744550	486985	49821	46	229	
<b>Net Change</b>		<b>-1,360</b>	<b>-519,550</b>	<b>-339,385</b>	<b>-34,323</b>	<b>-31.9</b>	<b>-69</b>	<b>N/A</b>

- Decrease in demand on public infrastructure and facilities
- Plat/Site Plan Review will include review of capacity to accommodate proposed development

# Coquina Shores - Future Land Use Map Amendment

## Environmental Impact Analysis

- There are no environmental conditions that would be significantly impacted by the proposed FLUM amendment
  - No Special Flood Hazard Areas (SFHA)
  - Designation of Optimal Wetland Areas (10 acres or greater) as Conservation
- Any wetland impacts would need to be permitted through SJRWMD

# Coquina Shores - Future Land Use Map Amendment

## Consistency with Surrounding Land Use

- The proposed FLUM designation of Residential & Conservation is generally consistent with the current land use designations and uses in the adjacent areas.



# Coquina Shores - Future Land Use Map Amendment

## Consistency with Comprehensive Plan Policies

The following are some of the policies and goals that the application is consistent with:

- Policy 1.1.4.5 – Land use patterns will be efficient
- Policy 1.3.1.1 – Location of development is coordinated with public facilities
- Policies 5.1.3.2 & 5.2.2.3 – Designate urban densities & intensities only where water & sewer is available
- Policies 6.1.9.9 & 6.1.10.6 – Designate large interconnected high quality wetland systems and other high quality environmentally sensitive areas as Conservation

# Coquina Shores - Future Land Use Map Amendment

## Findings

- Public infrastructure are available to accommodate impact of FLUM amendment
- Proposed designations are consistent with surrounding land uses
- Amendment is consistent with Comprehensive Plan
- Applicant is proposing a site-specific policy to limit development to 750 units

# Coquina Shores - Future Land Use Map Amendment

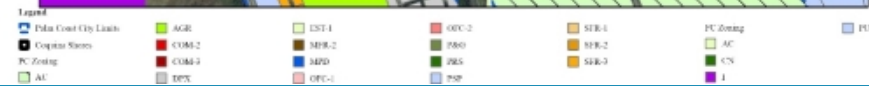
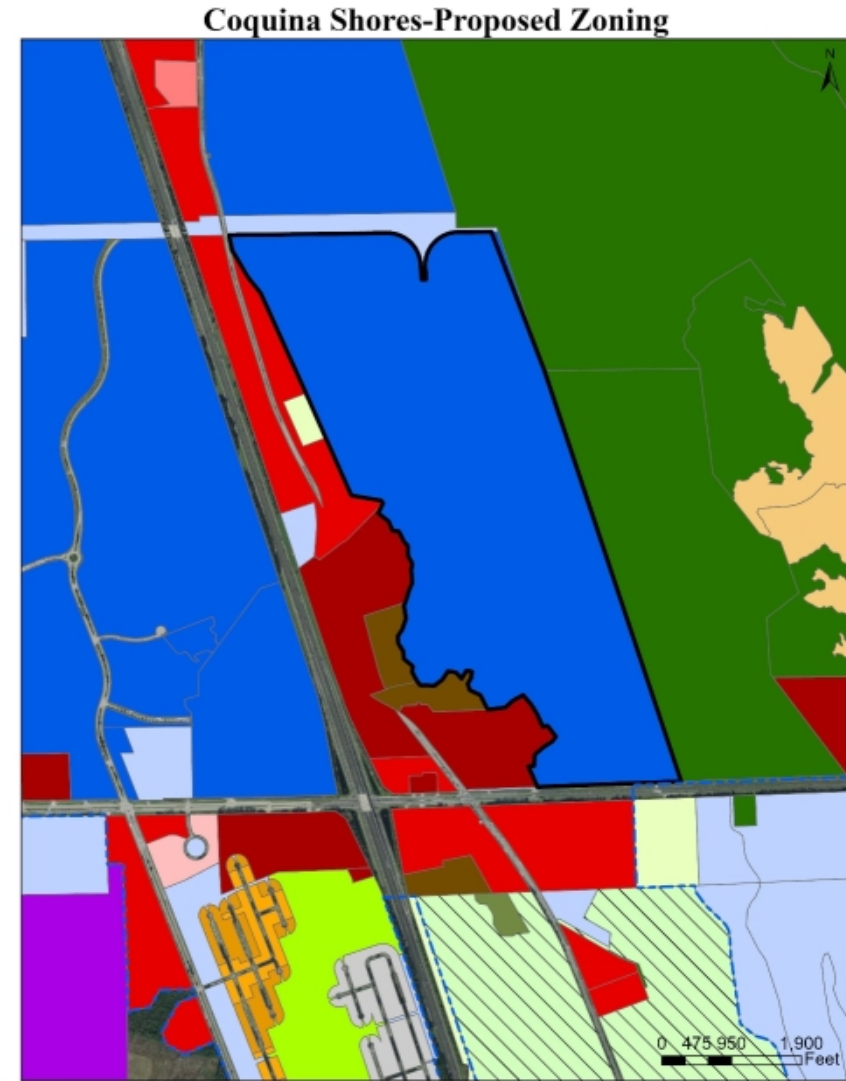
## Recommendation

The Planning and Land Development Regulation Board (PLDRB) find Application No. 5244 consistent with the Comprehensive Plan and recommend that City Council approve the FLUM amendment from Mixed-Use and Conservation to Residential and Conservation. Along with a site specific policy to limit development on the subject property to 750 dwelling units.

# Coquina Shores Zoning Map Amendment

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# Coquina Shores Zoning Map Amendment - Existing and Proposed Zoning Map



# Coquina Shores - Zoning Map Amendment

## Analysis based on 2.05.05 of the LDC

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

### Findings A.

- The proposed development would not be in conflict with or contrary to the public interest. There are large portions of wetlands that are being proposed for conservation with the companion FLUM amendment, as well as added language in the MPD agreement that will enhance the protection for the historic and specimen trees onsite. The density for the project is also proposed at 1.48 units/acre which is far below any of the standard residential zoning districts. MPD is also an allowable zoning in all the FLUM designations.

# Coquina Shores - Zoning Map Amendment

## **Analysis based on 2.05.05 of the LDC**

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

## **Findings B.**

The following are some of the policies and goals that the application is consistent with :

- **Chapter 1 Future Land Use Element:**
  - *Objective 1.1.2*
  - *Policy 1.1.2.1*
- **Chapter 6 Conservation and Coastal Management Element:**
  - *Policy 6.1.10.6*

# Coquina Shores - Zoning Map Amendment

## **Analysis based on 2.05.05 of the LDC**

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

### **Findings C.**

- There are utility extensions that will need to be constructed in order to service this project. Due to this project being located within the Old Kings Road Special Assessment District, most of the extension will be funded through that mechanism. Construction of neighborhood roads; stormwater systems, etc. will be provided and constructed by the developer at the developer's expense.



# Coquina Shores - Zoning Map Amendment

## **Analysis based on 2.05.05 of the LDC**

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

### **Findings D.**

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

# Coquina Shores - Zoning Map Amendment

## **Analysis based on 2.05.05 of the LDC**

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

## **Findings E.**

- The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

# Coquina Shores - Zoning Map Amendment

## **Analysis based on 2.06.03 of the LDC**

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

### **Findings A.**

- As noted previously in the analysis prepared for LDC Chapter 2, Part II, Section 2.05.05 of the staff report, the requested zoning district is in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

# Coquina Shores - Zoning Map Amendment

## Analysis based on 2.06.03 of the LDC

*B. Its impact upon the environment and natural resources*

### Findings B.

- All high-quality wetlands are being placed in conservation as part of the companion FLUM Amendment application. There is also additional language in the MPD agreement that provides further protections to the historic and specimen trees located on the project.

# Coquina Shores - Zoning Map Amendment

## **Analysis based on 2.06.03 of the LDC**

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

### **Findings C.**

- Impacts to the Palm Coast economy are anticipated to be positive since the project will provide numerous construction jobs. Additionally, the residential homes will increase demand for commercial services in reasonably close proximity to the site on existing commercially zoned parcels.

# Coquina Shores - Zoning Map Amendment

## **Analysis based on 2.06.03 of the LDC**

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

### **Findings D.**

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

# Coquina Shores - Zoning Map Amendment

## **Analysis based on 2.06.03 of the LDC**

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

### **Findings E.**

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

# Coquina Shores - Zoning Map Amendment

## **Analysis based on 2.06.03 of the LDC**

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

### **Findings F.**

- The project has internal wetlands on both its west and east property boundaries that are proposed for conservation. Being such, the abutting properties are very well buffered from the proposed residential uses on this project. The commercial properties to the west of this project could benefit from the additional rooftops bringing customers.



# Coquina Shores - Zoning Map Amendment

## Analysis based on 2.06.03 of the LDC

*G. Whether it accomplishes a legitimate public purpose*

### Findings G.

- The subject property is proposed for the MPD Zoning District, which is existing, and an allowable zoning district within the proposed Residential FLUM designation. By repealing and replacing the existing PUD with an updated MPD, which provides additional protections for the historic and specimen trees, it provides a project that is more cohesive with the environment.

# Coquina Shores - Zoning Map Amendment

- Public Participation
  - Neighborhood meeting was held on November 14, 2022, at the Best Western Plus.
  - 2 citizens were in attendance
    - Summary of the meeting was included with the agenda
- This item was heard at the April 19, 2023, PLDRB meeting and received a 6-0 vote to recommend approval to City Council.

# **Coquina Shores - Zoning Map Amendment Recommendation**

The Planning and Land Development Regulation Board determine the proposed rezoning of Coquina Shores (Application No. 5243) is consistent with the Comprehensive Plan and recommend approval to City Council to rezone 505.62+/- acres from the Master Planned Development (MPD) Zoning District to the Master Planned Development (MPD) Zoning District.

# Coquina Shores - Zoning Map Amendment

## Next Steps

- 2<sup>nd</sup> reading to City Council for the zoning map amendment
- Subdivision Master Plan will come before PLDRB for consideration
- Preliminary Plat will be reviewed by staff
- Final Plat - Final action by City Council

# Coquina Shores - Applicant

- Applicant is present to answer questions and has a presentation

**ORDINANCE 2023-\_\_**  
**REZONING APPLICATION NO. 5243**  
**COQUINA SHORES MPD**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA REPEALING AND REPLACING THE PRIOR PLANNED UNIT DEVELOPMENT AGREEMENT OF CERTAIN REAL PROPERTY CONTAINING 505.62+/- ACRES AS DESCRIBED IN THIS ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the owner of certain real property, totaling approximately 505.62+/- acres in size, consents to the City of Palm Coast’s submission of Zoning Application No. 5243 (the “application”), pursuant to the controlling provisions of State law and the applicable codes and ordinances of the City of Palm Coast, and furthermore consents to have the property rezoned to the Master Planned Development (“MPD”) zoning district to accommodate the Coquina Shores development proposal; and

**WHEREAS**, the real property was rezoned to Master Planned Development pursuant to Ordinance No. 2006 RZ-OTH-05-11 recorded October 4, 2006, in Official Records Book 1491, Page 1091 of the Public Records of Flagler County, Florida; and

**WHEREAS**, the applicant submitted a proposed MPD Conceptual or Master Plan for the property pertaining to the Coquina Shores proposed development; and

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

**WHEREAS**, on the 19<sup>th</sup> day of April 2023, the Planning and Land Development Regulation Board (PLDRB) recommended that the application be approved; and

**WHEREAS**, the application was presented to the City Council at public hearings conducted on the 16<sup>th</sup> day of May 2023 and the 18<sup>th</sup> day of July 2023 and

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

**WHEREAS**, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of PLDRB; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. ZONING MAP AMENDMENT AND MPD AGREEMENT.**

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

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

**SECTION 3. CONFLICTS.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such

unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption or become effective immediately upon the effective date of Ordinance no. \_\_\_\_ as adopted by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter. If Ordinance no. \_\_\_\_\_ does not become effective, then this ordinance shall become null and void.

Approved on first reading this 16<sup>th</sup> day of May 2023.

Adopted on the second reading after due public notice and hearing City of Palm Coast this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, DEPUTY 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 – Revised Official Zoning Map



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

OFFICIAL RECORDS BOOK 2724, PAGE 1784

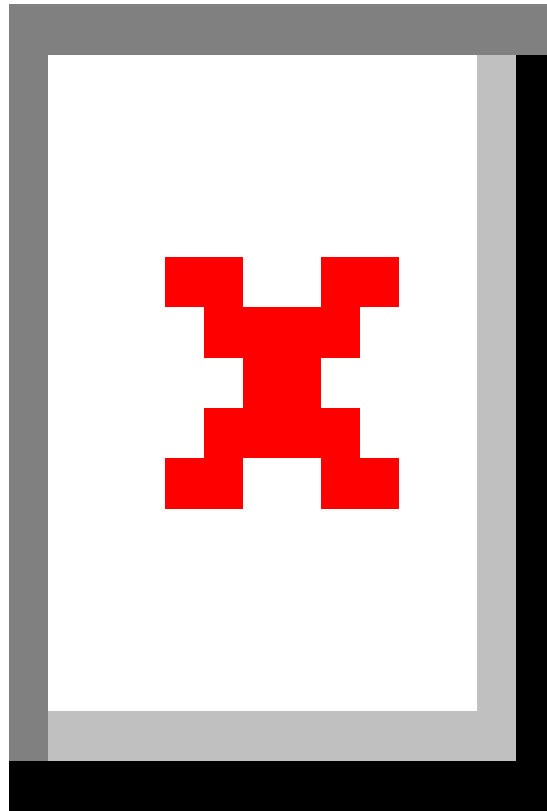
BEING A PART OF SECTIONS 4, PART OF FR'S PELLIECER GRANT (SECTION 39) AND A PART OF MCDON'ELY BLACK GRANT (SECTION 40), TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT MONUMENT RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT-OF-WAY); THENCE N 87°48'45" E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 100 FOR A DISTANCE OF 79.60 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N 02°11'15" W FOR A DISTANCE OF 24.00 FEET; THENCE N 87°48'45" E PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 A DISTANCE OF 868.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE THE FOLLOWING COURSE AND DISTANCE ALONG THE APPROXIMATE UPLAND SIDE OF A WETLAND: THENCE N 23°46'37" W A DISTANCE OF 309.76 FEET; THENCE N 87°50'18" E A DISTANCE OF 81.42 FEET; THENCE N 02°01'18" E A DISTANCE OF 152.26 FEET; THENCE N 49°35'38" E A DISTANCE OF 163.44 FEET; THENCE N 57°25'13" E A DISTANCE OF 139.56 FEET; THENCE N 35°51'53" E A DISTANCE OF 80.63 FEET; THENCE N 37°28'27" W A DISTANCE OF 189.56 FEET; THENCE S 71°24'28" W A DISTANCE OF 65.32 FEET; THENCE N 23°55'22" W A DISTANCE OF 191.00 FEET; THENCE N 32°00'32" W A DISTANCE OF 162.42 FEET; THENCE N 40°33'42" W A DISTANCE OF 162.61 FEET; THENCE S 61°16'18" W A DISTANCE OF 160.60 FEET; THENCE S 47°56'03" W A DISTANCE OF 136.98 FEET; THENCE S 82°39'53" W A DISTANCE OF 240.90 FEET; THENCE N 26°35'32" W A DISTANCE OF 224.76 FEET; THENCE N 65°34'07" W A DISTANCE OF 157.70 FEET; THENCE N 18°34'47" W A DISTANCE OF 91.65 FEET; THENCE N 30°06'23" E A DISTANCE OF 95.79 FEET; THENCE N 06°54'53" E A DISTANCE OF 83.87 FEET; THENCE N 79°48'42" W A DISTANCE OF 77.16 FEET; THENCE S 30°41'18" W A DISTANCE OF 128.85 FEET; THENCE N 41°09'52" W A DISTANCE OF 114.68 FEET; THENCE N 81°43'42" W A DISTANCE OF 111.79 FEET; THENCE S 33°16'58" W A DISTANCE OF 136.88 FEET; THENCE S 52°56'28" W A DISTANCE OF 140.60 FEET; THENCE N 84°49'42" W A DISTANCE OF 99.96 FEET; THENCE S 88°03'03" W A DISTANCE OF 86.69 FEET; THENCE N 38°47'49" W A DISTANCE OF 81.75 FEET TO THE CENTER LINE OF A 80 FEET WIDE DRAINAGE CANAL; THENCE CONTINUE ALONG THE SAID UPLAND LINE OF N 27°25'56" W A DISTANCE OF 133.41 FEET; THENCE N 04°07'27" E A DISTANCE OF 81.48 FEET; THENCE N 50°42'03" W A DISTANCE OF 157.13 FEET; THENCE N 01°39'23" W A DISTANCE OF 98.02 FEET; THENCE N 32°50'53" W A DISTANCE OF 129.71 FEET; THENCE N 02°23'08" W A DISTANCE OF 103.99 FEET; THENCE N 33°50'27" E A DISTANCE OF 103.26 FEET; THENCE N 18°43'17" E A DISTANCE OF 160.81 FEET; THENCE N 08°59'48" W A DISTANCE OF 171.58 FEET; THENCE N 18°32'08" E A DISTANCE OF 140.89 FEET;

THENCE N 14°10'27" E A DISTANCE OF 67.04 FEET; THENCE N 23°02'47" E A DISTANCE OF 126.55 FEET; THENCE N 04°37'18" W A DISTANCE OF 175.86 FEET; THENCE N 09°55'07" E A DISTANCE OF 86.88 FEET; THENCE N 28°22'13" W A DISTANCE OF 124.61 FEET; THENCE N 00°05'23" W A DISTANCE OF 132.00 FEET; THENCE N 43°09'03" W A DISTANCE OF 72.27 FEET; THENCE N 26°41'18" W A DISTANCE OF 160.08 FEET; THENCE N 83°43'28" W A DISTANCE OF 87.39 FEET; THENCE N 21°56'06" W A DISTANCE OF 135.18 FEET; THENCE N 51°59'56" W A DISTANCE OF 182.12 FEET; THENCE N 25°41'41" E A DISTANCE OF 150.53 FEET; THENCE N 33°14'47" W A DISTANCE OF 42.82 FEET TO THE CENTER LINE OF AN 80 FOOT WIDE DRAINAGE CANAL; THENCE N 80°19'59" W LEAVING SAID UPLAND TO WETLANDS A DISTANCE OF 414.03 FEET; THENCE N 24°04'58" W A DISTANCE OF 3025.22 FEET; THENCE N 38°41'25" W A DISTANCE OF 281.36 FEET; THENCE N 30°11'46" W A DISTANCE OF 425.92 FEET; THENCE N 11°45'58" W ALONG THE MONUMENTED EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD FOR A DISTANCE OF 199.95 FEET TO A POINT ON THE SOUTH LINE OF LEHIGH ROAD; THENCE N 89°15'49" E ALONG THE SOUTH LINE OF LEHIGH ROAD A DISTANCE OF 2153.65 FEET TO A POINT OF CURVE CONCAVE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 86°20'19", A CHORD BEARING OF S 47°34'01" E, A CHORD DISTANCE OF 615.74 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 678.10 FEET TO THE TANGENT THEREOF; THENCE S 04°23'52" E A DISTANCE OF 221.47 FEET; THENCE N 85°36'08" E FOR A DISTANCE OF 60.00 FEET; THENCE N 04°23'52" W A DISTANCE OF 160.04 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 93°39'41", A CHORD BEARING OF N 42°25'58" E, A CHORD DISTANCE OF 656.40 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 735.61 FEET TO A POINT ON THE SOUTH LINE OF SAID LEHIGH ROAD; THENCE N 89°15'49" E, A DISTANCE OF 457.56 FEET; THENCE LEAVING THE SOUTH LINE OF SAID LEHIGH ROAD S 20°54'58" E FOR A DISTANCE OF 2024.75 FEET; THENCE S 18°25'23" E FOR A DISTANCE OF 5894.57 FEET TO A POINT THAT IS 24.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 AS PREVIOUSLY STATED; THENCE S 87°48'45" W ALONG A LINE THAT IS PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 FOR A DISTANCE OF 1959.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT MASONIC CEMETERY WITH EASEMENT AS SET FORTH IN DEED BOOK 30, PAGE 201 AND DEED BOOK 32, PAGE 15, AND AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 551, PAGE 574, RE-RECORDED IN OFFICIAL RECORDS BOOK 554, PAGE 1271, ALL IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"



**COQUINA SHORES  
MASTER PLAN DEVELOPMENT AGREEMENT**

**THIS MASTER PLAN DEVELOPMENT AGREEMENT**, (herein referred to as the “MPD Agreement”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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, **JX PALM COAST LAND, LLC**, a Florida Limited Liability Company (the “Owner”), whose address is 201 E. Las Olas Blvd., Suite 1900, Fort Lauderdale, FL 33301.

***WITNESSETH:***

**WHEREAS**, JX Palm Coast Land, LLC is the owner of a 505.62 (+/-) acre site, as more particularly described on **Exhibit “A” (“SR-100 Property”)**; and

**WHEREAS**, the Owner desires to develop the SR-100 Property for a residential community known as **Coquina Shores** (the “Project”); and

**WHEREAS**, the Owner intends to request the establishment of a Community Development District pursuant to Chapter 190, Florida Statutes (the “CDD”), for the planning, construction, operation, maintenance, management, and financing of the capital infrastructure of the Project; and

**WHEREAS**, the SR-100 Property has a Future Land Use Map designation of Residential; and

**WHEREAS**, the Owner is in voluntary agreement with the conditions, terms, and restrictions hereinafter recited, and has agreed voluntarily to their imposition as an incident to development of the SR-100 Property; and

**WHEREAS**, the City of Palm Coast Planning and Land Development Regulation Board (“PLDRB”) and City of Palm Coast City Council finds that this MPD Agreement is

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

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

10 **WHEREAS**, this is a non-statutory MPD Agreement which is not subject to or enacted  
11 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 is approved subject to the following terms  
14 and conditions:

15  
16 **SECTION 1. RECITALS.**

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

20 **SECTION 2. REPRESENTATIONS OF OWNER.**

21 (a) The Owner hereby represents and warrants to the City that it is the Owner  
22 of the SR-100 Property in accordance with the title opinion or title certification provided  
23 by the Owner to the City issued by an attorney or title insurance company licensed to  
24 provide services in the State of Florida, showing all liens, mortgages, and other  
25

1 encumbrances not satisfied or released of record relative to the SR-100 Property.

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

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

11 (a) The City Council at its business meeting of \_\_\_\_\_ 2023,  
12 adopted a Master Plan Development for the SR-100 Property subject to the terms and  
13 conditions of this MPD Agreement.

14 (b) The Owner acknowledges that if this MPD Agreement is ever terminated,  
15 the approval shall be deemed null and void and the land uses approved for the SR-100  
16 Property shall revert back to prior the entitlements set forth in the S.R. 100 Property  
17 Development of Regional Impact Development Order recorded in Official Records Book  
18 1555, Page 839, Public Records of Flagler County, Florida, as amended by the First  
19 Amendment to the S.R. 100 Property Development of Regional Impact Development  
20 Order (Pursuant to Settlement) recorded in Official Records Book 1614, Page 276, Public  
21 Records of Flagler County, Florida (collectively, the "DRI"), unless otherwise approved by  
22 the City Council.

23 (c) The current provisions of the LDC, as may be amended from time-to-time,  
24  
25

1 shall be applicable to the SR-100 Property unless otherwise specifically stated herein.  
2 Any City Code provision not specifically so identified will not be affected by the terms of  
3 this MPD Agreement and will be subject to enforcement and change under the same  
4 criteria as if no MPD Agreement were in effect.

5 **SECTION 4. PROJECT DESCRIPTION**

6 The Owner intends to develop the Project consisting of a maximum total of 750  
7 residential homesites with supporting internal parks and one or more amenity centers.  
8 The Project may be developed in multiple phases with the initial expectation that it will be  
9 developed in three phases. All infrastructure necessary to support each phase shall be  
10 constructed concurrently with or prior to construction of each phase as approved by the  
11 City. Adequate emergency vehicle access and turnarounds shall be provided at all times  
12 for all phases. Each phase will be determined with the submittal of an application for a  
13 subdivision master plan development order. The phasing ensures that the Project will  
14 proceed in good faith and development will not be abandoned or suspended in a manner,  
15 that would be adverse to the public interest. The development plan for the Project is  
16 generally outlined below and depicted on the MPD Conceptual Master Plan which is  
17 attached as **Exhibit "B"** hereto (the "Master Plan").

19 (a) Garages. Each single-family home within the Project will have a two (2) car  
20 garage in accordance with the LDC.

21 (b) Common Area Maintenance and Management. The common areas and  
22 improvements within the Project shall be maintained and managed under one or more  
23 property owners' associations or a CDD, subject to the City's consent. If more than one  
24

1 property owner's association is created for the Project, a Master Association will be  
2 created.

3 (c) Temporary Sales/Construction Trailers and Model Units. Temporary sales  
4 and construction trailers and up to 10 model units may be located within the Project,  
5 subject to review and approval at the time of site development plan approval in  
6 accordance with the LDC.

7 (d) Common Areas. Common areas are located throughout the Project and  
8 may include open space, landscape areas, recreation (active and passive), an amenity  
9 center, pocket parks, and sales centers.

10 **SECTION 5. DEVELOPMENT PLAN**

11 (a) The Master Plan depicts the general layout of the entire development for  
12 the Project. The exact location of structures, lot lines, roadways, parks, community  
13 amenities, internal landscape buffers, wetlands, drainage facilities and other  
14 improvements shown on the Master Plan will be determined or may be modified during  
15 review of the site development plans and subdivision master plans and plats.  
16

17 (b) Adjustments to the Master Plan are anticipated to occur during the site  
18 development plan and subdivision plat review processes. Revisions which meet the  
19 intent and purpose of the City's Comprehensive Plan and LDC shall be approved by the  
20 LUA, if the substantial integrity of the original Master Plan and the development standards  
21 contained herein are maintained. Any modification to the Master Plan that increases the  
22 intensity or types of development uses, increases building heights, reduces the total  
23 amount of open space, or decreases the size of any perimeter buffer within the Project  
24  
25



1 shall require the approval of the City Council following the review and recommendation  
2 of the PLDRB.

3 (c) The Project may be developed in multiple phases as depicted on the Master  
4 Plan and as provided herein.

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

6 (a) The LDC applies to the SR-100 Property and development within it, unless  
7 expressly otherwise provided in this MPD Agreement.

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

10 (1) Accessory Uses. Accessory uses and structures, as defined in the  
11 LDC, shall be permitted within the Project. Standard residential accessory uses will be  
12 allowed within the building areas of the Project. Accessory uses and structures will be  
13 allowed in accordance with the LDC, provided such uses and structures are of a nature  
14 customarily incidental and clearly subordinate to a residential home as the permitted or  
15 principal use. Specifically, as follows:

17 a. Accessory uses or structures contained within or attached to a  
18 residential home shall be considered a part of the principal  
19 structure and not an accessory building and shall meet the same  
20 requirements for setbacks as the principal structure, except as  
21 provided in Section 6(b)(1)(b) below.

22 b. Accessory uses such as pools, covered pools, patios, outdoor  
23 fireplaces, decks, and gazebos, either attached or detached from  
24  
25

1 the principal structure, may be constructed up to a minimum of  
2 five (5) feet from the rear or side property boundary.

3 c. No accessory structure, excluding yard ornaments, shall be  
4 located within the required front yard.

5 d. Yard ornaments may be permitted in any required yard subject to  
6 height limitations and requirements limiting obstruction of visibility  
7 as defined in the LDC.

8 e. No permanent structures shall be allowed within any (public or  
9 private) drainage or utility easement. Examples of permanent  
10 structures shall include, but are not limited to, buildings, footings,  
11 decks, screened enclosures, patios, swimming pools and pool  
12 decks.

13 f. No air-conditioning or electrical equipment, masonry walls or  
14 masonry fences, swimming pools, swimming pool decks,  
15 swimming pool enclosures or signs shall be located or  
16 constructed within any drainage or underground utility easement.

17 g. Mechanical equipment (HVAC, generators, pool equipment, etc.)  
18 shall be set back three (3) feet from the side and rear property  
19 boundaries.  
20

21 (2) Stormwater. The SR-100 Property is being developed with roads  
22 and a drainage system that will be maintained by a property owners association or a CDD.  
23 Stormwater runoff from the Project will be conveyed to on-site stormwater retention  
24 systems by means of grassed swales, curb gutters, and an underground drainage pipe  
25

1 system. The stormwater retention systems onsite may be interconnected with such  
2 systems on adjacent sites, subject to approval of the SJRWMD and the City. The City  
3 and Owner will coordinate at time of subdivision master plan review to ensure that offsite  
4 drainage will not be affected by the onsite improvements.

5 (3) Roadways/Rights-of-Way. The Project is being developed with  
6 roads and other transportation improvements that will remain private, unless voluntarily  
7 dedicated to and accepted by the City, and will be maintained by a property management  
8 association or a Community Development District (“CDD”), if approved by the City.  
9 Internal access to all residential structures and amenities shall be provided by rights-of-  
10 way to be maintained by a property owners association or the CDD. Neighborhood  
11 streets shall have a fifty (50) foot right of way, with a minimum twenty-two (22) feet of  
12 travel lanes with two (2) feet of drivable curb, and cul-de-sacs shall have a 124’ right-of-  
13 way diameter and a 104’ pavement diameter. Islands may be constructed in the cul-de-  
14 sacs so long as a minimum asphalt roadway width of twenty-two (22) feet with two (2)  
15 feet of drivable curb is maintained and does not impede fire truck movement. The Project  
16 shall provide and maintain two access points onto SR 100. One of these access points  
17 will be improved and may be gated at the primary entrance to the Project as depicted on  
18 the Master Plan. The second access point to SR 100 may be a stabilized right of way for  
19 emergency access only in the general location depicted on the Master Plan and must be  
20 constructed prior to the improvement of more than fifty (50) residential lots for sale within  
21 the Project. An additional permanent improved access point to Old Kings Road will be  
22 provided for later phases of the Project in the general location depicted on the Master  
23 Plan. The access onto Old Kings Road shall be constructed as a stabilized emergency  
24  
25

1 access during construction of the Project's Phase 2, and then open as a permanent  
2 access prior to completion of Phase 2. Owner will work with the City to ensure that the  
3 additional permanent access point to Old Kings Road will be compatible with any interim  
4 and ultimate plans for improvements to Old Kings Road and the intersection of Old Kings  
5 Road and Town Center Boulevard to avoid conflicts and to provide for safe and efficient  
6 traffic and pedestrian movements to and from the Project. This may include dedication  
7 of land to the City for additional right of way from the portion of the Project designated for  
8 this purpose on the Master Plan. If the City requires the dedication of land for additional  
9 right of way as provided for in the previous sentence or the relocation of the additional  
10 permanent access point to Old Kings Road, then the City shall be responsible for all costs,  
11 approvals and permits, including, without limitation, wetland impacts and mitigation,  
12 protected species impacts and mitigation, and connecting the additional permanent  
13 access point to the Project with the improvements to Old Kings Road and the intersection  
14 of Old Kings Road and Town Center Boulevard. The final design and configuration for  
15 the additional permanent access point to Old Kings Road and any additional right of way  
16 the City may require for the ultimate plan for improvements to Old Kings Road and the  
17 intersection of Old Kings Road and Town Center Boulevard will be determined by the  
18 Land Use Administrator during Phase 2 permitting for the Project. During development  
19 of the Project, emergency vehicle access shall be permitted through the Property at all  
20 times.  
21

22 (4) Landscape. Efforts to preserve and enhance the Project design will  
23 be achieved through adjustments of building, parking, roadway, and stormwater locations  
24 and through landscaping that will blend with the natural vegetation yet carefully  
25

1 accentuate the residential areas, entrances, and other common spaces. General areas  
2 around parking lots, roadways, entrances, residential buildings, and other common areas  
3 will be landscaped with ornamental and native plant materials and in accordance with the  
4 LDC. These areas will be landscaped to include pockets of preserved trees, enhanced  
5 street frontage landscaping, garden courtyards, foundation, and other types of  
6 landscaping to reflect outdoor spaces and to blend with the natural vegetation. All  
7 ornamental landscape beds and lawn areas will have irrigation. Florida Water Star  
8 landscaping standards are encouraged where feasible.

9 a. Specimen and Historic Tree Preservation. In addition to all  
10 requirements from Chapter 11 of the LDC, the Owner shall agree  
11 to perform the following:

12 i. Employ an International Society of Arboriculture (ISA)  
13 Master Certified Arborist to assist during both the  
14 Subdivision Master Plan and Preliminary Plat process.

15 ii. The arborist shall work with the engineer of record to  
16 reasonably adjust lot lines, modify building footprints and  
17 stormwater facilities, and similar activities to save the  
18 maximum practicable number of specimen and historic  
19 trees. Specimen or historic trees that are within the  
20 buildable area of a lot may be removed if all reasonable  
21 efforts to shift or flip the building footprint cannot save the  
22 tree(s).  
23  
24  
25

1 (5) Signage and Entry Features. All signage shall be regulated per the  
2 LDC except as provided herein. Directional signage for pocket parks, recreational areas,  
3 and other community amenities may be provided throughout the Project. Directional signs  
4 shall be uniform and consistent in design throughout the Project and shall be located in a  
5 tract or easement designated for signage and maintained by a property owners  
6 association or CDD. Directional signage may include the identity of the facility or amenity.  
7 The monument entrance signage at the entrance into the Project from SR-100 may be  
8 dual entry on both sides of the entrance, at the option of Owner. A screening wall  
9 constructed of concrete or masonry up to 6 feet in height may be constructed, at the  
10 option of Owner, along the frontage of SR-100. All signage will be consistent and uniform  
11 in design. All signs will comply with the setbacks and sight clearance requirements of the  
12 LDC, except as provided herein or as approved by the LUA as an administrative variance.  
13 The Owner reserves the right to construct secured entry gates to the Project or any of the  
14 communities within the phases of the Project. Vehicular access shall be designed to  
15 accommodate emergency vehicle access pursuant to the dimensional requirements of  
16 the LDC.  
17

18 (6) Recreation. Recreation facilities shall be provided consistent with  
19 LDC level of service standard.

20 (7) Pedestrian / Bicycle Access. A pedestrian / bicycle system will  
21 provide connection between the residential phases, pocket parks, community amenities  
22 and the City's and Flagler County's pedestrian and bike paths located adjacent to the  
23 boundaries of the Project, including the Lehigh Trail adjacent to the northern boundary  
24 and SR 100 adjacent to the southern boundary of the Project, for active and passive  
25

recreational needs. An offsite trail will be installed with minimal clearing, at the location designated on the Master Plan, to connect the Project's internal pedestrian / bicycle paths to the Lehigh Trail along with up to two benches near this connection for the use and benefit of the residents of the Project and the general public, subject to the review and approval of the Trustees for the Internal Improvement Trust Fund. Access to the Project from the Lehigh Trail connection will be gated.

(8) Lighting. Decorative pole mounted lighting fixtures will be provided throughout the Project, including, but not limited to, solar powered lighting fixtures. These lighting features will have a common architectural theme throughout the project. Additional landscape lighting may include low level lighting and occasional accent lighting. The locations of such fixtures shall be further described at the time of subdivision master plan approval for each phase of the Project.

(9) 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	SINGLE FAMILY HOMESITES	COMMUNITY AMENITY CENTER
Lot Width Minimum	40 ft	N/A
Lot Size Minimum	4,800 Sq.Ft.	N/A
Living Area Minimum	1,200 Sq.Ft.	N/A
Height Maximum <sup>1</sup>	35'	35'
Setbacks from Street Minimums <sup>2</sup>	N/A	Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater
Front Setback Minimum <sup>2</sup>	20'	20'

Side Yard Setback Minimum <sup>2 3</sup>	5'	10'
Rear Setback Minimum <sup>2 3</sup>	10'	10' Interior boundary
Side Street Setback Minimum <sup>2 3 4</sup>	15'	5'
Max Impervious Surface Ratio (ISR)	.75	.75
Maximum Floor Area Ratio (FAR)	N/A	.40

<sup>1</sup> Roof heights shall be measured in accordance with the LDC.

<sup>2</sup> All setbacks will be measured from the lot line to the foundation of the structure.

<sup>3</sup> Minimum setbacks for accessory structures are defined in Section 6(b)(1) of this Agreement.

<sup>4</sup> Garage minimum setbacks shall be 20'.

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

(c) Parking. Parking shall comply with the LDC with amenity buildings minimum parking based on one space per 250 square feet of building area.

(d) Maintenance The common areas and other land that are owned or controlled by a property owner's association or CDD will be maintained by same.

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

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

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



1 (b) In the event that a dispute arises under this MPD Agreement, the parties  
2 shall attempt to resolve all disputes informally. A party who unreasonably refuses to  
3 submit to mediation may not later object in Circuit Court that the other party failed to  
4 comply with this Section 8(b) by not participating in the mediation prior to filing suit.

5 (c) Prior to the City filing any action or terminating this MPD Agreement as a  
6 result of a default under this MPD Agreement, the City shall first provide the Owner written  
7 notice of the said default. Upon receipt of said notice, the Owner shall be provided a thirty  
8 (30) day period in which to cure the default to the reasonable satisfaction of the City prior  
9 to the City filing said action or terminating this MPD Agreement. If thirty (30) days is not  
10 a reasonable period of time in which to cure the default, the length of the cure period shall  
11 be extended for a time period acceptable to the City, but in no case shall the cure period  
12 exceed ninety (90) days from the initial notification of default. Upon proper termination of  
13 the MPD Agreement, as provided herein, the zoning for the property shall revert back to  
14 the entitlements set forth in the DRI.  
15

16 **SECTION 9. NOTICES.**

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

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

22 (c) Any such notice will be deemed effective when received (if sent by hand  
23 delivery, overnight courier, telecopy, or facsimile) or on that date which is three (3) days  
24 after such notice is deposited in the United States mail (if sent by registered or certified  
25

1 mail).

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

3 As to the City: City Manager  
4 160 Lake Avenue  
5 Palm Coast, Florida, 32164

6 As to the Owner: JX Palm Coast Land, LLC  
7 ATTN: Blaz Kovacic, Vice President  
8 201 East Las Olas Blvd., Suite 1900  
9 Fort Lauderdale, FL 33301

10 **SECTION 10. SEVERABILITY.**

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

17 **SECTION 11. SUCCESSORS AND ASSIGNS.**

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

22 (b) This MPD Agreement touches and concerns the SR-100 Property.

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

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

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

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

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

7 (d) Without waiving the Owner's potential rights, remedies and protections or  
8 the City's defenses pursuant to Chapter 70 of the Florida Statutes, as may be amended,  
9 this MPD Agreement shall not limit the future exercise of the police powers of the City to  
10 enact ordinances, standards, or rules regulating development generally applicable to the  
11 entire area of the City, such as requiring compliance with the City capital facilities plan;  
12 parks master plan, including parks and trail dedications; utility construction and  
13 connections; mandating utility capacities; requiring street development or other such  
14 similar land development regulations and requirements.  
15

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

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

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

24 This MPD Agreement shall be effective upon adoption by the City Council of the  
25

1 City and execution of this MPD Agreement by all parties and shall terminate ten (10) years  
2 from its effective date. This MPD Agreement may be extended by mutual consent of the  
3 City and the Owner, subject to a public hearing by the City Council to approve the consent  
4 by the City.

5 **SECTION 14. RECORDATION.**

6 Upon adoption by the City Council of the City of Palm Coast, Florida, and execution  
7 of this MPD Agreement by all parties, this MPD Agreement and any and all amendments  
8 hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County  
9 within thirty (30) days after its execution by the City and the MPD Agreement shall run  
10 with the land.

11 **SECTION 15. PERMITS.**

12 (a) The failure of this MPD Agreement to address any specific City, county,  
13 state, or federal permit, condition, term, or restriction shall not relieve the Owner or the  
14 City of the requirement of complying with the law governing said permitting requirements,  
15 conditions, terms, or restrictions.

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

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

21 **SECTION 16. THIRD PARTY RIGHTS.**

22 This MPD Agreement is not a third-party beneficiary contract and shall not in any  
23 way whatsoever create any rights on behalf of any third party.  
24  
25

1 **SECTION 17. TIME IS OF THE ESSENCE.**

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

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

6 **SECTION 18. ATTORNEY'S FEES.**

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

11 **SECTION 19. FORCE MAJEURE.**

12 The parties agree that in the event that the failure by either party to accomplish  
13 any action required hereunder within a specific time period ("Time Period") constitutes a  
14 default under terms of this MPD Agreement and, if any such failure is due to any  
15 unforeseeable or unpredictable event or condition beyond the control of such party  
16 including, but not limited to, acts of God, acts of government authority (other than the  
17 City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power  
18 failure, shortages of labor or materials, injunction or other court proceedings beyond the  
19 control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then  
20 notwithstanding any provision of this MPD Agreement to the contrary, that failure shall  
21 not constitute a default under this MPD Agreement and any Time Period prescribed  
22 hereunder shall be extended by the amount of time that such party was unable to perform  
23 solely due to the Uncontrollable Event.  
24  
25

1 **SECTION 20. CAPTIONS.**

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

5 **SECTION 21. INTERPRETATION.**

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

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

13 **SECTION 22. COUNTERPARTS.**

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

17 **SECTION 23. MODIFICATIONS / AMENDMENTS/NON-WAIVER.**

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

22 (b) Failure of any party hereto to exercise any right hereunder shall not be  
23 deemed a waiver of any such right and shall not affect the right of such party to exercise  
24  
25

at some future date any such right or any other right it may have.

**SECTION 24. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.**

This MPD 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 MPD Agreement.

**(SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE)**

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1           **IN WITNESS WHEREOF**, the City and the Owner have caused this MPD  
2 Agreement to be duly executed by his/her/its/their duly authorized representative(s) as of  
3 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  
8 in this MPD Agreement.

9  
10 WITNESSES:

**JX Palm Coast Land, LLC**  
A Florida Limited Liability Company

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12 \_\_\_\_\_

13 (print)

By: \_\_\_\_\_  
Blaz Kovacic, Vice President

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18 STATE OF FLORIDA

19 COUNTY OF \_\_\_\_\_

20 The foregoing instrument was acknowledged before me by means of  physical presence  
21 or  online notarization, this \_\_\_\_\_ (date) by Blaz Kovacic, Vice  
22 President of JX Palm Coast Land, LLC, a Florida Limited Liability Company, on behalf of  
23 the company. He is personally known to me or who has produced (type of identification)  
24 as identification.

25 \_\_\_\_\_  
Notary Public – State of Florida

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

My Commission expires: \_\_\_\_\_



CITY OF PALM COAST, FLORIDA

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David Alfin, Mayor

ATTEST:

\_\_\_\_\_  
Kaley Cook, Deputy 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 by means of  physical presence or  online notarization, this \_\_\_\_\_(date) by \_\_\_\_\_ (name of person acknowledging), who is personally known to me or who has produced (type of identification) as identification.

\_\_\_\_\_  
Notary Public – State of Florida

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

My Commission expires:

**EXHIBIT "A"**

LEGAL DESCRIPTION

OFFICIAL RECORDS BOOK 2724, PAGE 1784

BEING A PART OF SECTIONS 4, PART OF FR'S PELLIECER GRANT (SECTION 39) AND A PART OF MCDON'ELY BLACK GRANT (SECTION 40), TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT MONUMENT RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT-OF-WAY); THENCE N 87°48'45" E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 100 FOR A DISTANCE OF 79.60 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N 02°11'15" W FOR A DISTANCE OF 24.00 FEET; THENCE N 87°48'45" E PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 A DISTANCE OF 868.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE THE FOLLOWING COURSE AND DISTANCE ALONG THE APPROXIMATE UPLAND SIDE OF A WETLAND: THENCE N 23°46'37" W A DISTANCE OF 309.76 FEET; THENCE N 87°50'18" E A DISTANCE OF 81.42 FEET; THENCE N 02°01'18" E A DISTANCE OF 152.26 FEET; THENCE N 49°35'38" E A DISTANCE OF 163.44 FEET; THENCE N 57°25'13" E A DISTANCE OF 139.56 FEET; THENCE N 35°51'53" E A DISTANCE OF 80.63 FEET; THENCE N 37°28'27" W A DISTANCE OF 189.56 FEET; THENCE S 71°24'28" W A DISTANCE OF 65.32 FEET; THENCE N 23°55'22" W A DISTANCE OF 191.00 FEET; THENCE N 32°00'32" W A DISTANCE OF 162.42 FEET; THENCE N 40°33'42" W A DISTANCE OF 162.61 FEET; THENCE S 61°16'18" W A DISTANCE OF 160.60 FEET; THENCE S 47°56'03" W A DISTANCE OF 136.98 FEET; THENCE S 82°39'53" W A DISTANCE OF 240.90 FEET; THENCE N 26°35'32" W A DISTANCE OF 224.76 FEET; THENCE N 65°34'07" W A DISTANCE OF 157.70 FEET; THENCE N 18°34'47" W A DISTANCE OF 91.65 FEET; THENCE N 30°06'23" E A DISTANCE OF 95.79 FEET; THENCE N 06°54'53" E A DISTANCE OF 83.87 FEET; THENCE N 79°48'42" W A DISTANCE OF 77.16 FEET; THENCE S 30°41'18" W A DISTANCE OF 128.85 FEET; THENCE N 41°09'52" W A DISTANCE OF 114.68 FEET; THENCE N 81°43'42" W A DISTANCE OF 111.79 FEET; THENCE S 33°16'58" W A DISTANCE OF 136.88 FEET; THENCE S 52°56'28" W A DISTANCE OF 140.60 FEET; THENCE N 84°49'42" W A DISTANCE OF 99.96 FEET; THENCE S 88°03'03" W A DISTANCE OF 86.69 FEET; THENCE N 38°47'49" W A DISTANCE OF 81.75 FEET TO THE CENTER LINE OF A 80 FEET WIDE DRAINAGE CANAL; THENCE CONTINUE ALONG THE SAID UPLAND LINE OF N 27°25'56" W A DISTANCE OF 133.41 FEET; THENCE N 04°07'27" E A DISTANCE OF 81.48 FEET; THENCE N 50°42'03" W A DISTANCE OF 157.13 FEET; THENCE N 01°39'23" W A DISTANCE OF 98.02 FEET; THENCE N 32°50'53" W A DISTANCE OF 129.71 FEET; THENCE N 02°23'08" W A DISTANCE OF 103.99 FEET; THENCE N 33°50'27" E A DISTANCE OF 103.26 FEET; THENCE N 18°43'17" E A DISTANCE OF 160.81 FEET; THENCE N

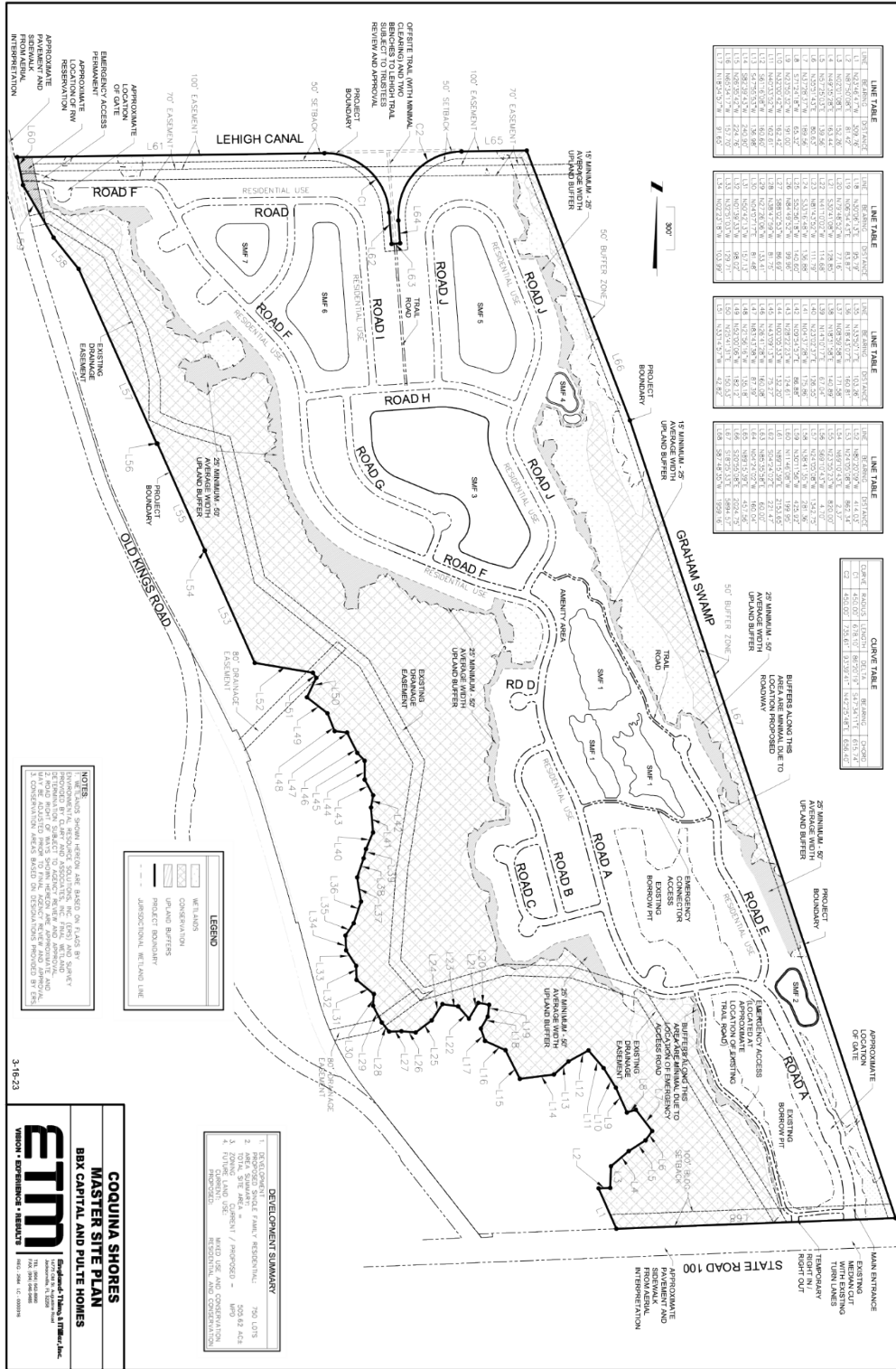
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15 W ALONG THE MONUMENTED EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD  
16 FOR A DISTANCE OF 199.95 FEET TO A POINT ON THE SOUTH LINE OF LEHIGH  
17 ROAD; THENCE N 89°15'49" E ALONG THE SOUTH LINE OF LEHIGH ROAD A  
18 DISTANCE OF 2153.65 FEET TO A POINT OF CURVE CONCAVE SOUTHWEST, SAID  
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20 CHORD BEARING OF S 47°34'01" E, A CHORD DISTANCE OF 615.74 FEET; THENCE  
21 ALONG SAID CURVE AN ARC DISTANCE OF 678.10 FEET TO THE TANGENT  
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24 OF 160.04 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE  
25 HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 93°39'41", A CHORD  
BEARING OF N 42°25'58" E, A CHORD DISTANCE OF 656.40 FEET; THENCE ALONG  
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ALONG A LINE THAT IS PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF  
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BEGINNING.

20 LESS AND EXCEPT MASONIC CEMETERY WITH EASEMENT AS SET FORTH IN  
21 DEED BOOK 30, PAGE 201 AND DEED BOOK 32, PAGE 15, AND AS SET FORTH IN  
22 THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL  
23 RECORDS BOOK 551, PAGE 574, RE-RECORDED IN OFFICIAL RECORDS BOOK  
24 554, PAGE 1271, ALL IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.  
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# EXHIBIT "B"

## MPD CONCEPTUAL MASTER PLAN

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**COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT FOR COQUINA SHORES MPD REZONING  
CITY COUNCIL BUSINESS MEETING  
MAY 16, 2023**

**OVERVIEW**

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**Application Number:** 5243  
**Applicant:** Jay Livingston, Livingston & Sword, P.A.  
**Property Description:** See attached legal description  
**Property Owner:** JX PALM COAST LAND LLC  
**Parcel ID #:** 39-12-31-0000-01010-0050, 40-12-31-0000-01010-0010, 04-12-31-0000-04030-0000  
**Current FLUM:** Mixed Use and Conservation  
**Current Zoning:** Master Planned Development (MPD)  
**Current Use:** Vacant  
**Size of Property:** 505.62 +/- acres  
**Requested Action:** Rezoning from the Master Planned Development (MPD) Zoning Districts to the Master Planned Development (MPD) Zoning District

**ANALYSIS**

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**REQUESTED ACTION**

Jay Livingston on behalf of the property owner JX Palm Coast Land LLC is proposing to repeal and replace the existing JX Properties Mixed Use PUD with the proposed Coquina Shores MPD. The existing PUD was part of the S.R. 100 Property Development of Regional Impact which had various entitlements associated with the project. The proposed Coquina Shores MPD will be solely a residential project and will replace both the PUD and the DRI. There is a companion Future Land Use Map Amendment application for this project, requesting a change from Mixed Use and Conservation to Residential and Conservation.

**BACKGROUND/SITE HISTORY**

JX Properties LLC purchased the property in December of 2003. A development order for the Development of Regional Impact (DRI) was issued in September of 2006 as was the ordinance for the Planned Unit Development Agreement. No development took place on the property after the approvals were given. JX Palm Coast Land LLC acquired the property in September of 2022, the first submittal for the rezoning was received by the City in October of 2022.

**PROJECT DESCRIPTION**

The applicant's engineer has submitted a preliminary conceptual site plan of a proposed Coquina Shores single-family subdivision. This conceptual site plan proposes up to 750 single-family detached lots, multiple stormwater ponds, an amenity area, existing borrow pits, and extensive preserved conservation area. Based on this conceptual site plan the project would have an expected density of 1.48 units/per acre.

**LAND USE AND ZONING INFORMATION****USE SUMMARY TABLE:**

<b>CATEGORY:</b>	<b>EXISTING:</b>	<b>PROPOSED:</b>
Future Land Use Map (FLUM)	Mixed Use & Conservation	Residential & Conservation
Zoning District	Master Planned Development (MPD)	Master Planned Development (MPD)
Use	Vacant land	Single-family community
Acreage	505.62 +/- acres	505.62 +/- acres

**SURROUNDING LAND USES:**

NORTH:	FLUM: Zoning:	Canal, Mixed Use, Conservation, & Residential Master Planned Development (MPD) & Public Semi Public (PSP)
EAST:	FLUM: Zoning:	Conservation Preservation (PRS)
SOUTH:	FLUM: Zoning:	Mixed Use, County Agriculture & Timberlands General Commercial (COM-2), High Intensity Commercial (COM-3), County Agricultural (AC)
WEST:	FLUM: Zoning:	Mixed Use General Commercial (COM-2), High Intensity Commercial (COM-3), Multifamily Residential (MFR-2), Suburban Estate (EST-1)

**SITE DEVELOPMENT REQUIREMENTS**

<b>Criteria</b>	<b>Proposed Single-Family Standards</b>
Min. Lot Size	4,800 sq. ft. lot size
Min. Lot Width	40 ft.
Max. Impervious Surface Ratio	0.75
Min. Front Setback	20 ft.
Min. Rear Setback	10 ft.
Min. Interior Side Setback	5 ft.
Min Side Street Setback	15 ft.
Max. Building Height	35 ft.
Min. Living Area	1,200 sq. ft.

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

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

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

**Staff Finding:** The proposed development would not be in conflict with or contrary to the public interest. There are large portions of wetlands that are being proposed for conservation with the companion FLUM amendment, as well as added language in the MPD agreement that will enhance the protection for the historic and specimen trees onsite. The density for the project is also proposed at 1.48 units/acre which is far below any of the standard residential zoning districts. MPD is also an allowable zoning in all the FLUM designations.

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

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

- **Chapter 1, Future Land Use Element: Objective 1.1.2 Master Planned Development**– Encourage the use of innovative land development regulations by permitting Master Planned Developments (MPD) in any FLUM designation, however, in lands zoned MPD only preservation or conservation areas within the MPD will be permitted in the Conservation FLUM designation.
- **Chapter 1, Future Land Use Element: Policy 1.1.2.1** - Permitted uses within a MPD shall generally follow those allowed within the corresponding zoning districts associated with the FLUM designation. Deviations from these standards may be permissible in order to promote and encourage creatively planned projects and in recognition of special geographical features, environmental conditions, economic issues, or other unique circumstances.
- **Chapter 6, Conservation and Coastal Management Element: Policy 6.1.10.6** - The City shall protect its environmentally sensitive areas that include, but are not limited to, large, interconnected wetland systems, by utilizing the Conservation land use designation. The Conservation land use designation, as well as the Preservation Zoning classification, shall be utilized by the City, as appropriate, for the purpose of protecting high quality wetlands, lakes, designated hammock areas and other environmentally sensitive areas.

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

**Staff Finding:** There are utility extensions that will need to be constructed in order to service this project. Due to this project being located within the Old Kings Road Special Assessment District, most of the extension will be funded through that mechanism. Construction of

neighborhood roads; stormwater systems, etc. will be provided and constructed by the developer at the developer's expense.

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

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

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

**Staff Finding:** The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

### **ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.06.03**

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

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

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

- **Chapter 1, Future Land Use Element: Objective 1.1.2 Master Planned Development**– Encourage the use of innovative land development regulations by permitting Master Planned Developments (MPD) in any FLUM designation, however, in lands zoned MPD only preservation or conservation areas within the MPD will be permitted in the Conservation FLUM designation.
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the purpose of protecting high quality wetlands, lakes, designated hammock areas and other environmentally sensitive areas.

*B. Its impact upon the environment and natural resources;*

**Staff Finding:** All high-quality wetlands are being placed in conservation as part of the companion FLUM Amendment application. There is also additional language in the MPD agreement that provides further protections to the historic and specimen trees located on the project.

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

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

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

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

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

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

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

**Staff Finding:** The project has internal wetlands on both its west and east property boundaries that are proposed for conservation. Being such, the abutting properties are very well buffered from the proposed residential uses on this project. The commercial properties to the west of this project could benefit from the additional rooftops bringing customers.

*G. Whether it accomplishes a legitimate public purpose:*

**Staff Finding:** The subject property is proposed for the MPD Zoning District, which is existing, and an allowable zoning district within the proposed Residential FLUM designation. By repealing and replacing the existing PUD with an updated MPD, which provides additional protections for the historic and specimen trees, it provides a project that is more cohesive with the environment.

## **PUBLIC PARTICIPATION**

This item was heard at the April 19, 2023, PLDRB meeting and received a 6-0 vote to recommend approval to City Council.

## **RECOMMENDATION**

The Planning and Land Development Regulation Board determine the proposed rezoning of Coquina Shores (Application No. 5243) is consistent with the Comprehensive Plan and recommend approval to City Council to rezone 505.62+/- acres from the Master Planned Development (MPD) Zoning District to the Master Planned Development (MPD) Zoning District.

**EXHIBIT "A"**

## LEGAL DESCRIPTION

OFFICIAL RECORDS BOOK 2724, PAGE 1784

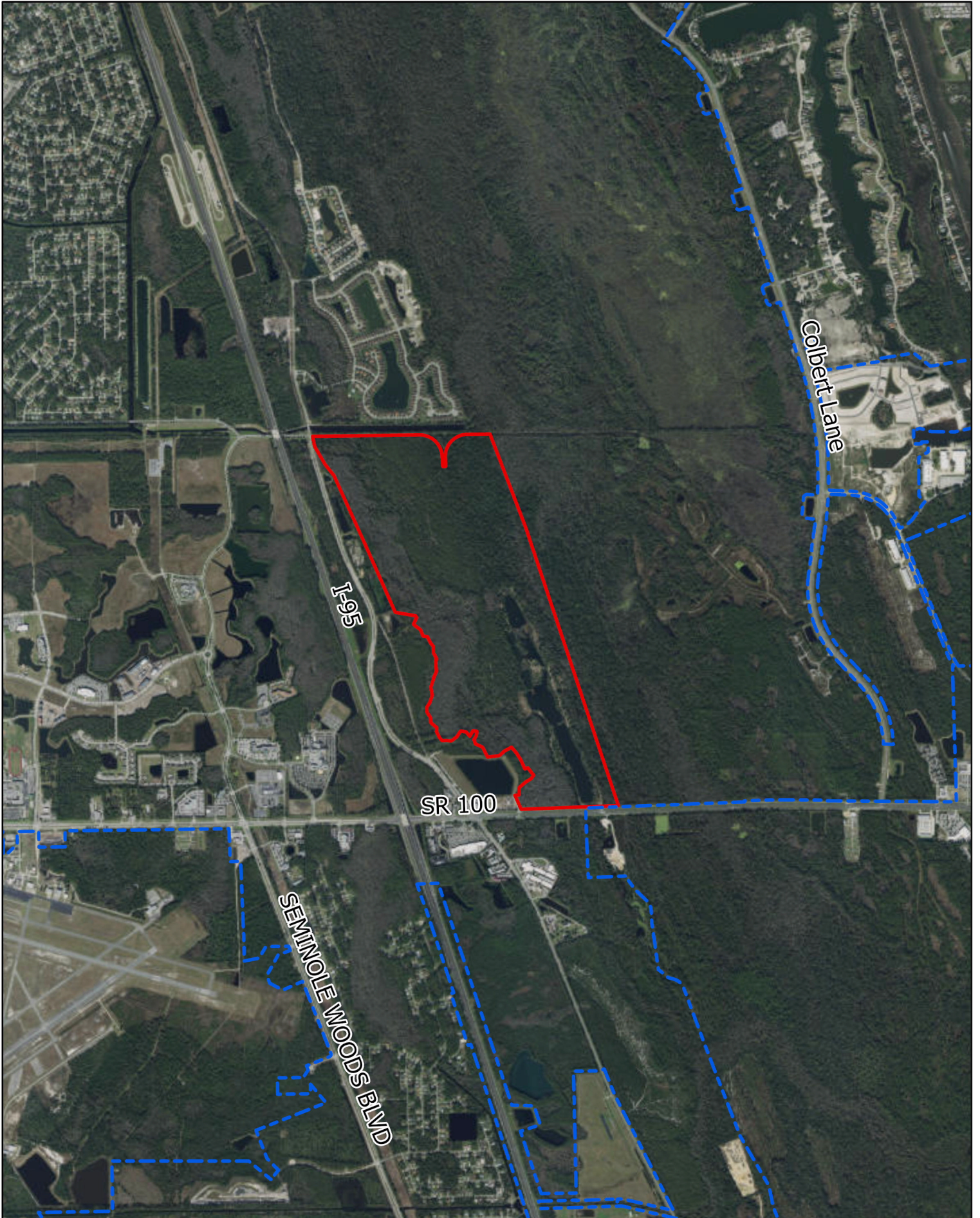
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AS A POINT OF REFERENCE COMMENCE AT THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT MONUMENT RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT-OF-WAY); THENCE N 87°48'45" E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 100 FOR A DISTANCE OF 79.60 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N 02°11'15" W FOR A DISTANCE OF 24.00 FEET; THENCE N 87°48'45" E PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 A DISTANCE OF 868.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE THE FOLLOWING COURSE AND DISTANCE ALONG THE APPROXIMATE UPLAND SIDE OF A WETLAND: THENCE N 23°46'37" W A DISTANCE OF 309.76 FEET; THENCE N 87°50'18" E A DISTANCE OF 81.42 FEET; THENCE N 02°01'18" E A DISTANCE OF 152.26 FEET; THENCE N 49°35'38" E A DISTANCE OF 163.44 FEET; THENCE N 57°25'13" E A DISTANCE OF 139.56 FEET; THENCE N 35°51'53" E A DISTANCE OF 80.63 FEET; THENCE N 37°28'27" W A DISTANCE OF 189.56 FEET; THENCE S 71°24'28" W A DISTANCE OF 65.32 FEET; THENCE N 23°55'22" W A DISTANCE OF 191.00 FEET; THENCE N 32°00'32" W A DISTANCE OF 162.42 FEET; THENCE N 40°33'42" W A DISTANCE OF 162.61 FEET; THENCE S 61°16'18" W A DISTANCE OF 160.60 FEET; THENCE S 47°56'03" W A DISTANCE OF 136.98 FEET; THENCE S 82°39'53" W A DISTANCE OF 240.90 FEET; THENCE N 26°35'32" W A DISTANCE OF 224.76 FEET; THENCE N 65°34'07" W A DISTANCE OF 157.70 FEET; THENCE N 18°34'47" W A DISTANCE OF 91.65 FEET; THENCE N 30°06'23" E A DISTANCE OF 95.79 FEET; THENCE N 06°54'53" E A DISTANCE OF 83.87 FEET; THENCE N 79°48'42" W A DISTANCE OF 77.16 FEET; THENCE S 30°41'18" W A DISTANCE OF 128.85 FEET; THENCE N 41°09'52" W A DISTANCE OF 114.68 FEET; THENCE N 81°43'42" W A DISTANCE OF 111.79 FEET; THENCE S 33°16'58" W A DISTANCE OF 136.88 FEET; THENCE S 52°56'28" W A DISTANCE OF 140.60 FEET; THENCE N 84°49'42" W A DISTANCE OF 99.96 FEET; THENCE S 88°03'03" W A DISTANCE OF 86.69 FEET; THENCE N 38°47'49" W A DISTANCE OF 81.75 FEET TO THE CENTER LINE OF A 80 FEET WIDE DRAINAGE CANAL; THENCE CONTINUE ALONG THE SAID UPLAND LINE OF N 27°25'56" W A DISTANCE OF 133.41 FEET; THENCE N 04°07'27" E A DISTANCE OF 81.48 FEET; THENCE N 50°42'03" W A DISTANCE OF 157.13 FEET; THENCE N 01°39'23" W A DISTANCE OF 98.02 FEET; THENCE N 32°50'53" W A DISTANCE OF 129.71 FEET; THENCE N 02°23'08" W A DISTANCE OF 103.99 FEET; THENCE N 33°50'27" E A DISTANCE OF 103.26 FEET; THENCE N 18°43'17" E A DISTANCE OF 160.81 FEET; THENCE N 08°59'48" W A DISTANCE OF 171.58 FEET; THENCE N 18°32'08" E A DISTANCE OF 140.89 FEET; THENCE N 14°10'27" E A DISTANCE OF 67.04 FEET; THENCE N 23°02'47" E A DISTANCE OF 126.55 FEET; THENCE N 04°37'18" W A



DISTANCE OF 175.86 FEET; THENCE N 09°55'07" E A DISTANCE OF 86.88 FEET; THENCE N 28°22'13" W A DISTANCE OF 124.61 FEET; THENCE N 00°05'23" W A DISTANCE OF 132.00 FEET; THENCE N 43°09'03" W A DISTANCE OF 72.27 FEET; THENCE N 26°41'18" W A DISTANCE OF 160.08 FEET; THENCE N 83°43'28" W A DISTANCE OF 87.39 FEET; THENCE N 21°56'06" W A DISTANCE OF 135.18 FEET; THENCE N 51°59'56" W A DISTANCE OF 182.12 FEET; THENCE N 25°41'41" E A DISTANCE OF 150.53 FEET; THENCE N 33°14'47" W A DISTANCE OF 42.82 FEET TO THE CENTER LINE OF AN 80 FOOT WIDE DRAINAGE CANAL; THENCE N 80°19'59" W LEAVING SAID UPLAND TO WETLANDS A DISTANCE OF 414.03 FEET; THENCE N 24°04'58" W A DISTANCE OF 3025.22 FEET; THENCE N 38°41'25" W A DISTANCE OF 281.36 FEET; THENCE N 30°11'46" W A DISTANCE OF 425.92 FEET; THENCE N 11°45'58" W ALONG THE MONUMENTED EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD FOR A DISTANCE OF 199.95 FEET TO A POINT ON THE SOUTH LINE OF LEHIGH ROAD; THENCE N 89°15'49" E ALONG THE SOUTH LINE OF LEHIGH ROAD A DISTANCE OF 2153.65 FEET TO A POINT OF CURVE CONCAVE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 86°20'19", A CHORD BEARING OF S 47°34'01" E, A CHORD DISTANCE OF 615.74 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 678.10 FEET TO THE TANGENT THEREOF; THENCE S 04°23'52" E A DISTANCE OF 221.47 FEET; THENCE N 85°36'08" E FOR A DISTANCE OF 60.00 FEET; THENCE N 04°23'52" W A DISTANCE OF 160.04 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 93°39'41", A CHORD BEARING OF N 42°25'58" E, A CHORD DISTANCE OF 656.40 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 735.61 FEET TO A POINT ON THE SOUTH LINE OF SAID LEHIGH ROAD; THENCE N 89°15'49" E, A DISTANCE OF 457.56 FEET; THENCE LEAVING THE SOUTH LINE OF SAID LEHIGH ROAD S 20°54'58" E FOR A DISTANCE OF 2024.75 FEET; THENCE S 18°25'23" E FOR A DISTANCE OF 5894.57 FEET TO A POINT THAT IS 24.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 AS PREVIOUSLY STATED; THENCE S 87°48'45" W ALONG A LINE THAT IS PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 FOR A DISTANCE OF 1959.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT MASONIC CEMETERY WITH EASEMENT AS SET FORTH IN DEED BOOK 30, PAGE 201 AND DEED BOOK 32, PAGE 15, AND AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 551, PAGE 574, RE-RECORDED IN OFFICIAL RECORDS BOOK 554, PAGE 1271, ALL IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

# Coquina Shores



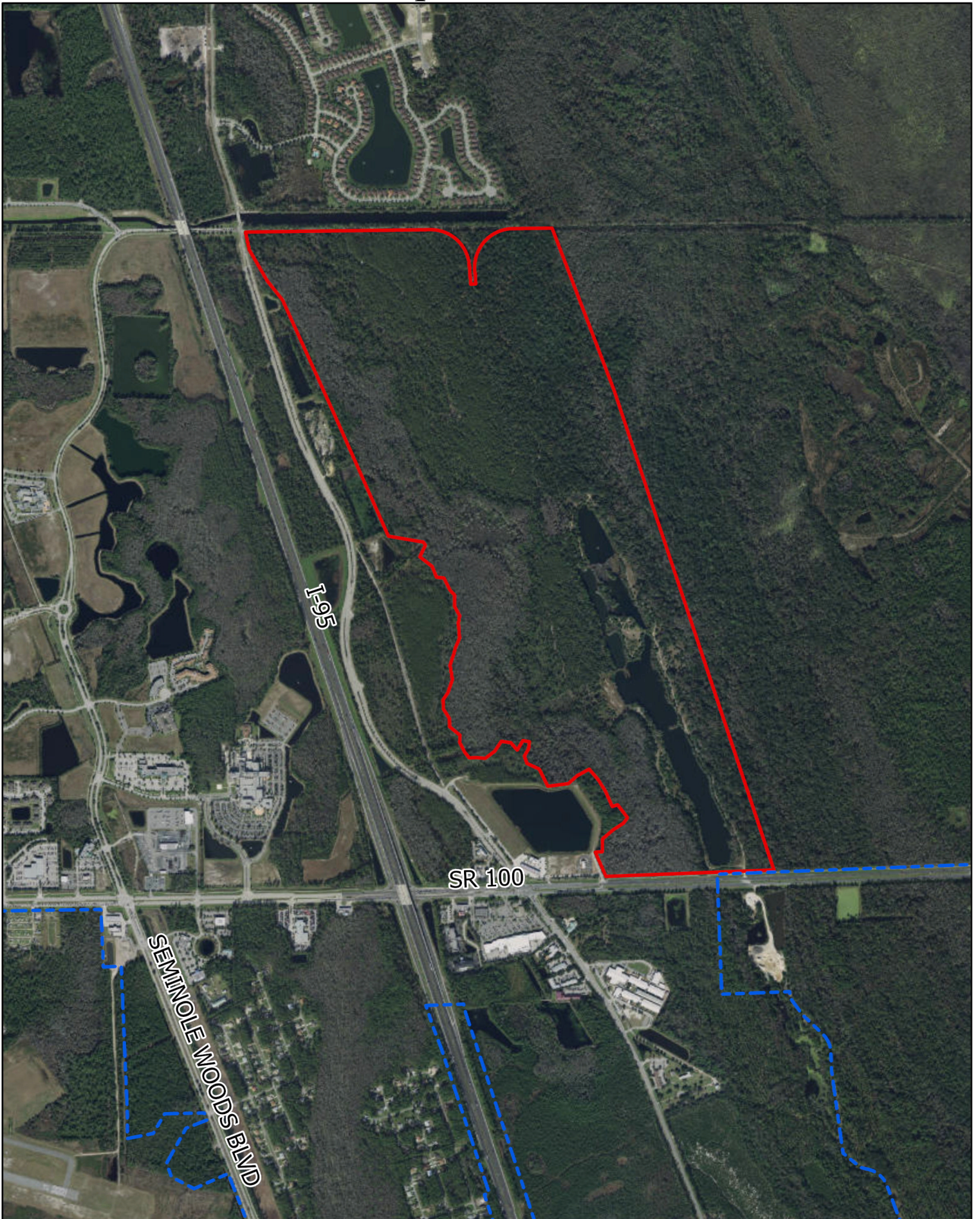
## Legend

-  Palm Coast City Limits
-  Coquina Shores



0 0.1 0.3 0.5 Miles

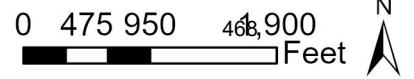


# Coquina Shores

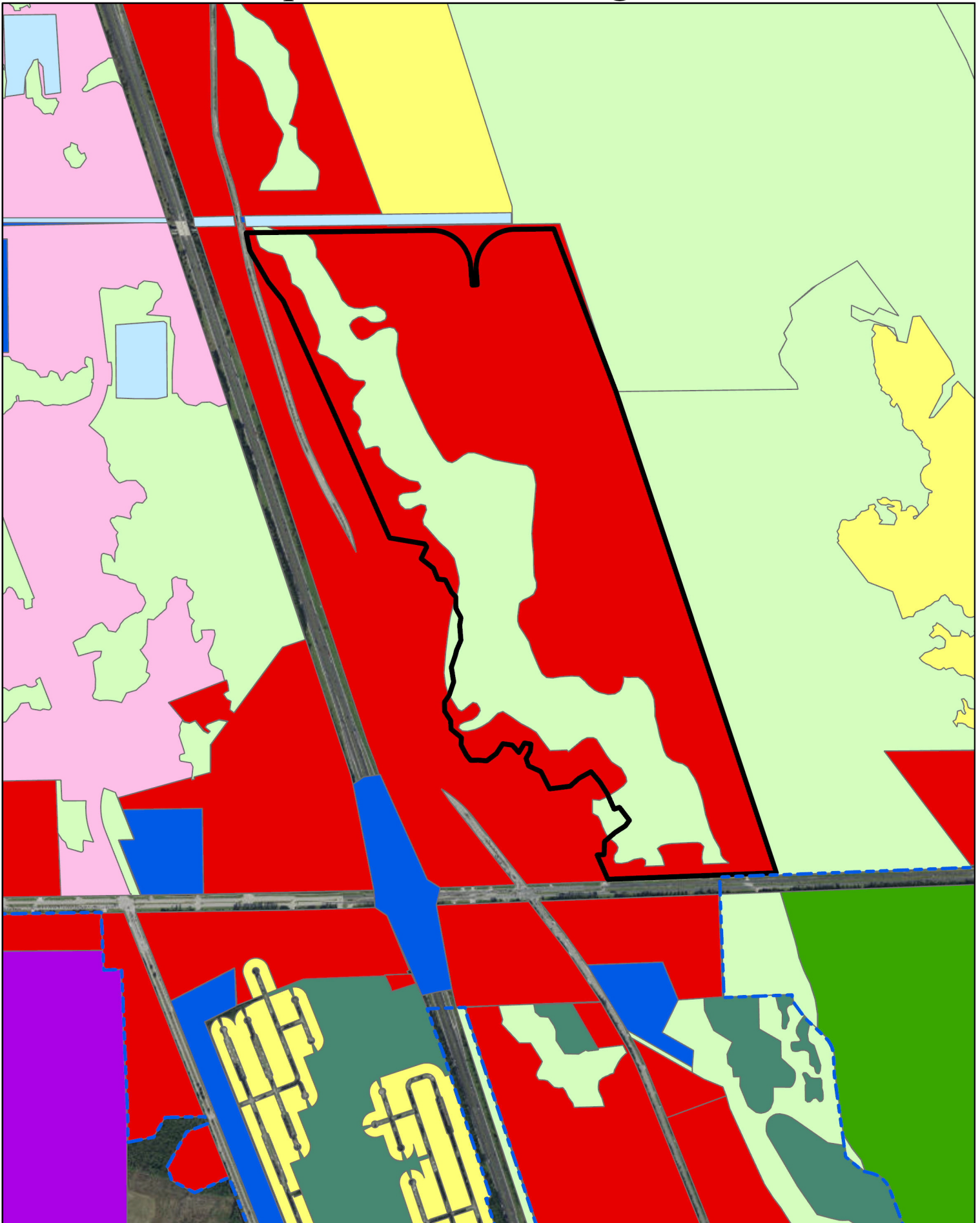


**Legend**

-  Palm Coast City Limits
-  Coquina Shores



# Coquina Shores-Existing FLUM



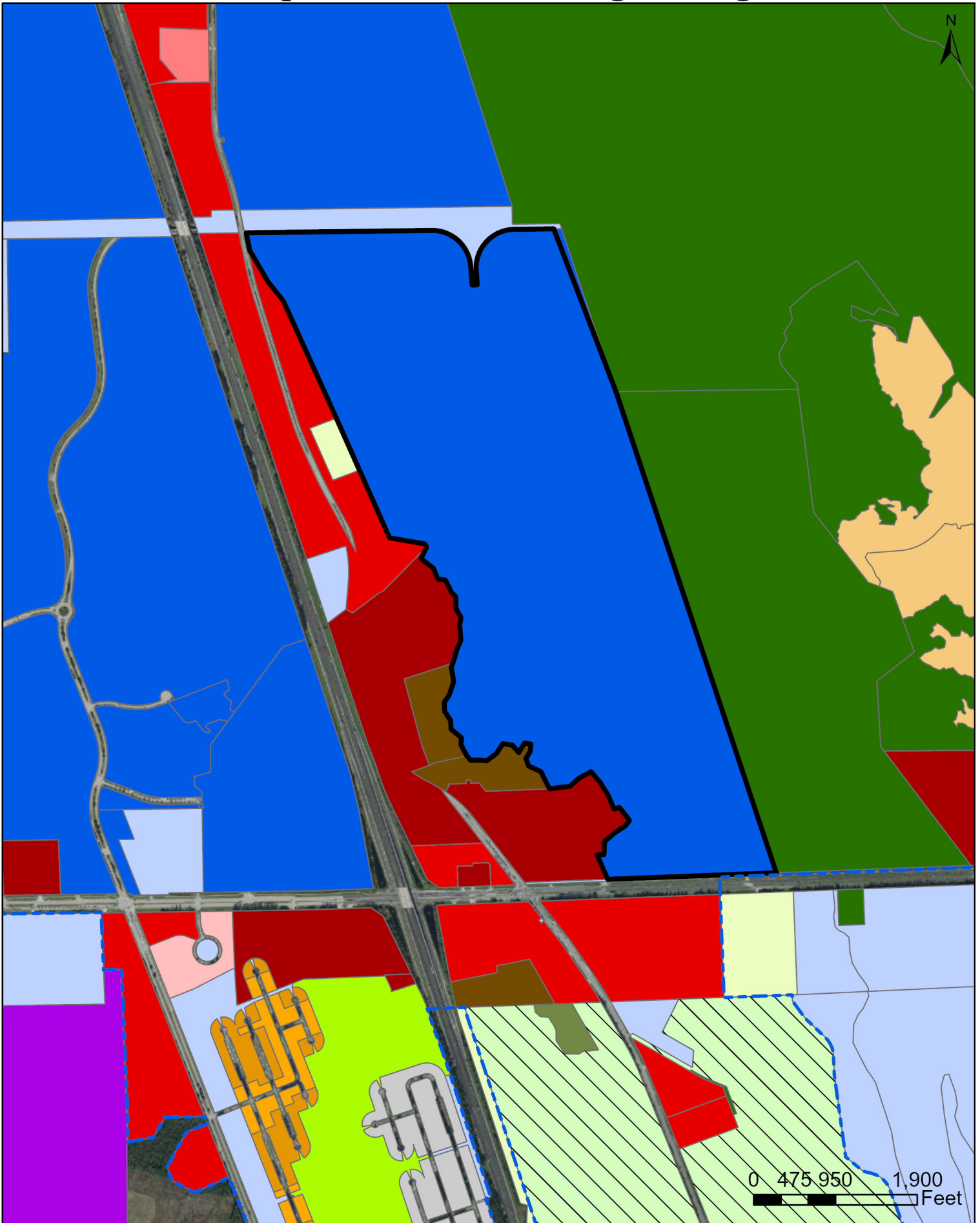
## Legend

- |                        |                |             |           |
|------------------------|----------------|-------------|-----------|
| Palm Coast City Limits | Conservation   | Mixed Use   | COMM-HIGH |
| Coquina Shores         | DRI-Urban Core | Residential | CONS      |
| Canals                 | Greenbelt      | FC FLUM     | IND       |
| Institutional          | AG-TIMBER      |             |           |

0 475 950 469,900 Feet



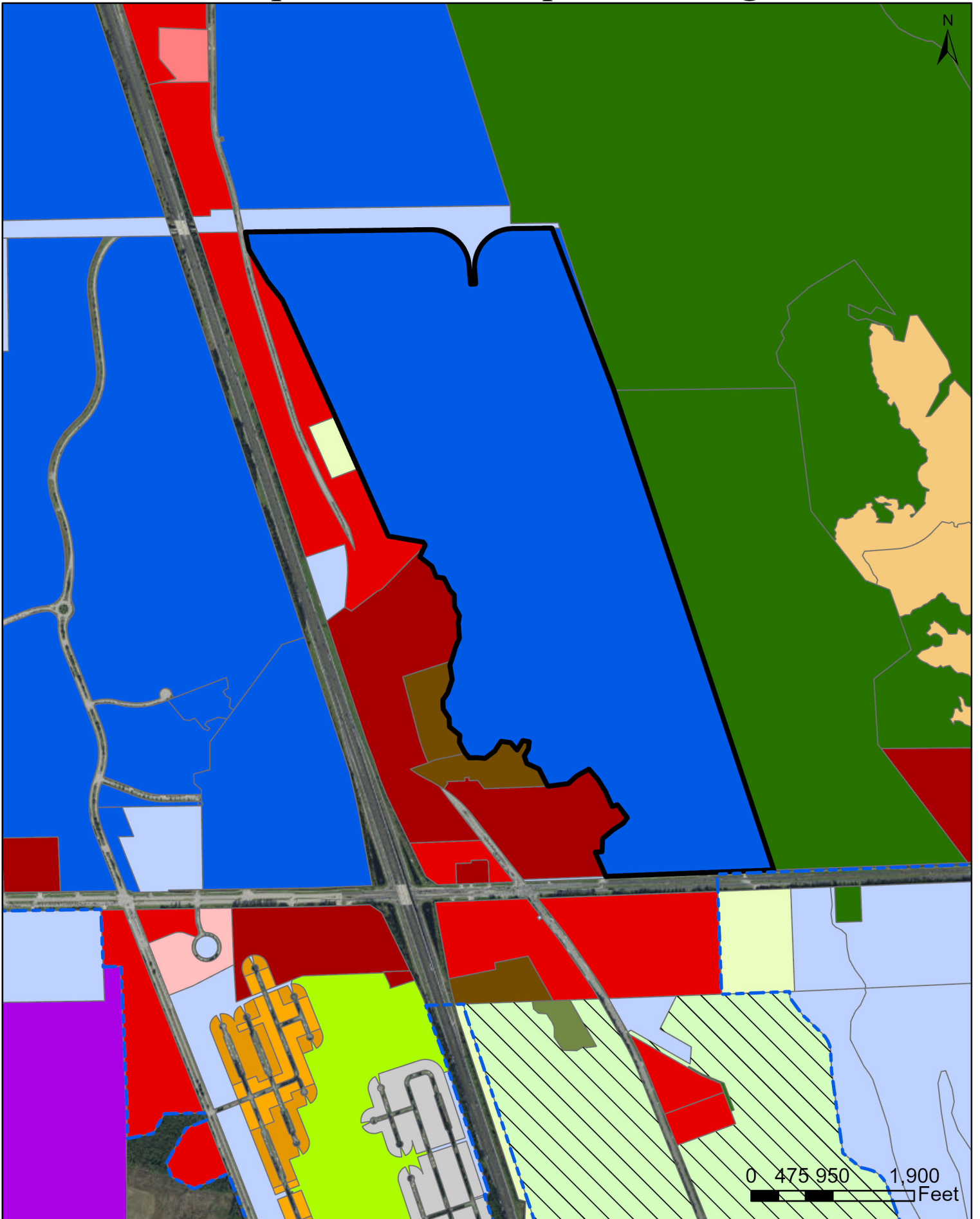
# Coquina Shores-Existing Zoning



**Legend**

Palm Coast City Limits	AGR	EST-1	OFC-2	SFR-1	<b>FC Zoning</b>	PUD
Coquina Shores	COM-2	MFR-2	P&G	SFR-2	AC	<b>470</b>
<b>PC Zoning</b>	COM-3	MPD	PRS	SFR-3	CN	
AC	DPX	OFC-1	PSP		I	

# Coquina Shores-Proposed Zoning



<b>Legend</b>					
Palm Coast City Limits	AGR	EST-1	OFC-2	SFR-1	<b>FC Zoning</b>
Coquina Shores	COM-2	MFR-2	P&G	SFR-2	AC
<b>PC Zoning</b>	COM-3	MPD	PRS	SFR-3	CN
AC	DPX	OFC-1	PSP		I
					PUD
					<b>471</b>



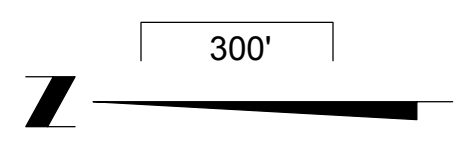
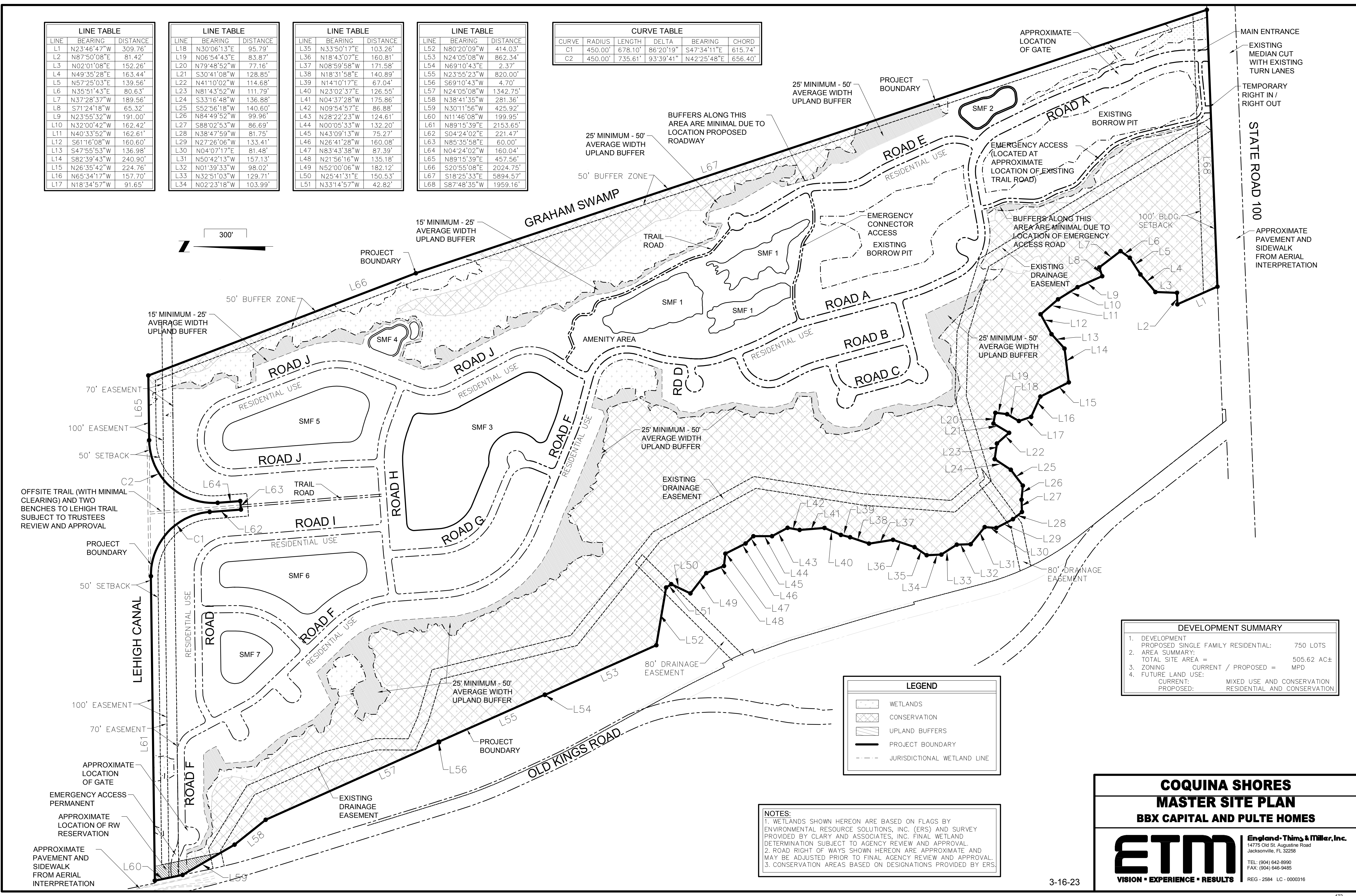
LINE	BEARING	DISTANCE
L1	N23°46'47"W	309.76'
L2	N87°50'08"E	81.42'
L3	N02°01'08"E	152.26'
L4	N49°35'28"E	163.44'
L5	N57°25'03"E	139.56'
L6	N35°51'43"E	80.63'
L7	N37°28'37"W	189.56'
L8	S71°24'18"W	65.32'
L9	N23°55'32"W	191.00'
L10	N32°00'42"W	162.42'
L11	N40°33'52"W	162.61'
L12	S61°16'08"W	160.60'
L13	S47°55'53"W	136.98'
L14	S82°39'43"W	240.90'
L15	N26°35'42"W	224.76'
L16	N65°34'17"W	157.70'
L17	N18°34'57"W	91.65'

LINE	BEARING	DISTANCE
L18	N30°06'13"E	95.79'
L19	N06°54'43"E	83.87'
L20	N79°48'52"W	77.16'
L21	S30°41'08"W	128.85'
L22	N41°10'02"W	114.68'
L23	N81°43'52"W	111.79'
L24	S33°16'48"W	136.88'
L25	S52°56'18"W	140.60'
L26	N84°49'52"W	99.96'
L27	S88°02'53"W	86.69'
L28	N38°47'59"W	81.75'
L29	N27°26'06"W	133.41'
L30	N04°07'17"E	81.48'
L31	N50°42'13"W	157.13'
L32	N01°39'33"W	98.02'
L33	N32°51'03"W	129.71'
L34	N02°23'18"W	103.99'

LINE	BEARING	DISTANCE
L35	N33°50'17"E	103.26'
L36	N18°43'07"E	160.81'
L37	N08°59'58"W	171.58'
L38	N18°31'58"E	140.89'
L39	N14°10'17"E	67.04'
L40	N23°02'37"E	126.55'
L41	N04°37'28"W	175.86'
L42	N09°54'57"E	86.88'
L43	N28°22'23"W	124.61'
L44	N00°05'33"W	132.20'
L45	N43°09'13"W	75.27'
L46	N26°41'28"W	160.08'
L47	N83°43'38"W	87.39'
L48	N21°56'16"W	135.18'
L49	N52°00'06"W	182.12'
L50	N25°41'31"E	150.53'
L51	N33°14'57"W	42.82'

LINE	BEARING	DISTANCE
L52	N80°20'09"W	414.03'
L53	N24°05'08"W	862.34'
L54	N69°10'43"E	2.37'
L55	N23°55'23"W	820.00'
L56	S69°10'43"W	4.70'
L57	N24°05'08"W	1342.75'
L58	N38°41'35"W	281.36'
L59	N30°11'56"W	425.92'
L60	N11°46'08"W	199.95'
L61	N89°15'39"E	2153.65'
L62	S04°24'02"E	221.47'
L63	N85°35'58"E	60.00'
L64	N04°24'02"W	160.04'
L65	N89°15'39"E	457.56'
L66	S20°55'08"E	2024.75'
L67	S18°25'33"E	5894.57'
L68	S87°48'35"W	1959.16'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	450.00'	678.10'	86°20'19"	S47°34'11"E	615.74'
C2	450.00'	735.61'	93°39'41"	N42°25'48"E	656.40'



DEVELOPMENT SUMMARY	
1. DEVELOPMENT	
PROPOSED SINGLE FAMILY RESIDENTIAL:	750 LOTS
2. AREA SUMMARY:	
TOTAL SITE AREA =	505.62 AC±
3. ZONING CURRENT / PROPOSED =	MPD
4. FUTURE LAND USE:	
CURRENT:	MIXED USE AND CONSERVATION
PROPOSED:	RESIDENTIAL AND CONSERVATION

LEGEND	
	WETLANDS
	CONSERVATION
	UPLAND BUFFERS
	PROJECT BOUNDARY
	JURISDICTIONAL WETLAND LINE

**NOTES:**  
 1. WETLANDS SHOWN HEREON ARE BASED ON FLAGS BY ENVIRONMENTAL RESOURCE SOLUTIONS, INC. (ERS) AND SURVEY PROVIDED BY CLARY AND ASSOCIATES, INC. FINAL WETLAND DETERMINATION SUBJECT TO AGENCY REVIEW AND APPROVAL.  
 2. ROAD RIGHT OF WAYS SHOWN HEREON ARE APPROXIMATE AND MAY BE ADJUSTED PRIOR TO FINAL AGENCY REVIEW AND APPROVAL.  
 3. CONSERVATION AREAS BASED ON DESIGNATIONS PROVIDED BY ERS.

**COQUINA SHORES**  
**MASTER SITE PLAN**  
**BBX CAPITAL AND PULTE HOMES**

**ETM** **England-Thing & Miller, Inc.**  
 14775 Old St. Augustine Road  
 Jacksonville, FL 32258  
 TEL: (904) 642-8990  
 FAX: (904) 646-9485  
 REG - 2584 LC - 0000316

PLOTTED: March 16, 2023 - 8:35 AM, BY: Scott Lockwood  
 \\etm-file-02\projects\2021\21-203\LandDev\Design\Photos\Exhibits\MPD-Site.dwg



# City of PALM COAST

## GENERAL - APPLICATION

DATE 10/03/2022

APPLICATION TYPE REZONING MASTER PLANNED DEVELOPMENT

PROJECT NAME		Coquina Shores			
LOCATION OF SUBJECT PROPERTY ( PHYSICAL ADDRESS)		98.48 ACRES THAT PART OF SECTION BOUNDED ON NORTH BY LEHIGH RAIL ROAD AND ON EAST BY A WETLAND LINE DESCRIBED IN OFFICIAL RECORDS BOOK 616, PAGE 1332			
PROPERTY APPRAISER'S PARCEL NUMBER		04-12-31-0000-04030-0000			
LEGAL DESCRIPTION		89.15 ACRES THAT PART OF SECTION BOUNDED ON NORTH BY LEHIGH RR & ON EAST BY A WETLAND LINE DESC IN OR 616 PG 1332OR 616 PG 360 OR 616 PG 1332 OR 879 PG 1428 OR 1027 PG 212 OR 1829			
SUBDIVISION NAME					
SECTION	04	BLOCK	04030	LOT	0000
PROPERTY ACRES		505.62	PROPERTY SQ FT		22024807
FUTURE LAND USE MAP DESIGNATION		EXISTING ZONE DISTRICT			
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER		120684	MAP PANEL DATE		06/06/2018
FLOOD ZONE					
PRESENT USE OF PROPERTY					
DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)					
Coquina Shores - Rezoning to Master Planned Development					
PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?		No	



# City of PALM COAST

OWNER	APPLICANT / AGENT
Name: JX PALM COAST LAND, LLC	Name: JAY LIVINGSTON
Mailing Address: 201 E. LAS OLAS BLVD., SUITE 1900 201 EAST LAS OLAS BLVD FORT LAUDERDALE, FL 33301	Mailing Address: 391 PALM COAST PARKWAY SW #1 PALM COAST, FL 32137
Phone Number: (954) 940-4944	Phone Number: (386) 439-2945
E-mail Address: BKOVACIC@BBXCAPITAL.COM	E-mail Address: JAY.LIVINGSTON314@PROTONMAIL.CH
MORTGAGE HOLDER	ENGINEER OR PROFESSIONAL
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ARCHITECT	TRAFFIC ENGINEER
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
SURVEYOR	LANDSCAPE ARCHITECT
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ATTORNEY	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

**APPLICANT / OWNER'S AFFIDAVIT:** I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

**APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT:** Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by [2016 Florida Statutes Title XXXIX Chapter 668 Section 50](#)

**Signature of Property Owner or Applicant**

JAY LIVINGSTON



**NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)**

COUNTY OF FLAGLER X  
STATE OF FLORIDA X

Before me this 4<sup>th</sup> day of April, 2023 personally appeared  
Kristy Goodwin who after providing FL DL as  
identification and who did,  **did not** take an oath, and who being duly sworn, deposes  
and says as follows: "I have read and fully understand the provisions of this instrument".

2 signs have been posted on the subject property subject to a rezoning as described  
(# of signs) with **Application #** 5243 5244

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

**AND/OR**

\_\_\_\_\_ At least fourteen (14) calendar days before the hearing date advertising the date, time, and  
location of the City Council 1st public hearing.

**AND/OR**

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

[Signature]  
\_\_\_\_\_  
Signature of Responsible Party

Kristy Goodwin  
\_\_\_\_\_  
Print Name & Mailing Address

[Signature]  
\_\_\_\_\_  
Signature of Person Taking Acknowledgement

Raven E. Sward  
\_\_\_\_\_  
Name of Acknowledger (Typed, Printed or Stamped)



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

**Please attach a photo of posted sign(s).**

# City of Palm Coast NOTICE OF PUBLIC HEARING

Application Number: 5243

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

5:30, P.M. on 4/19/2023

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

9:00, A.M. on 5/14/2023 for the 1st Hearing

6:00, P.M. on \_\_\_\_\_ for the 2nd Hearing

\_\_\_\_ City Council public hearing not required.

## Description of Request

Special Exception

\_\_\_\_ Special Use

Rezoning

\_\_\_\_ Public Use

\_\_\_\_ Future Land Use Amendment

\_\_\_\_ Semi Public Use

Rezoning from a Mixed Use Planned Unit  
Development (PUD) to a Residential Master Planned  
Development (MPD)

Current Zoning: MPD

Property Size: 505.62

80.11 Acres

Applicant: Jay Livingston

## Public Hearing to be held at

Council Chambers in the Community Wing of City Hall  
160 Lake Avenue  
Palm Coast, FL 32177

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

PLANNING 386-986-3736

# City of Palm Coast NOTICE OF PUBLIC HEARING

Application Number: 5244

The City of Palm Coast **Planning Board** will hold a public hearing on the application at  
5:30, P.M. on 4/19/2023

The City of Palm Coast **City Council** will hold a public hearing on this application at  
9:00, A.M. on 5/16/2023 for the 1st Hearing  
6:00, P.M. on \_\_\_\_\_ for the 2nd Hearing  
\_\_\_\_\_ City Council public hearing not required.

## Description of Request

- |   |  |
|---|--|
| <input type="checkbox"/> Special Exception                    | <input type="checkbox"/> Special Use     |
| <input type="checkbox"/> Rezoning                             | <input type="checkbox"/> Public Use      |
| <input checked="" type="checkbox"/> Future Land Use Amendment | <input type="checkbox"/> Semi Public Use |
- FLUM Amendment from Mixed Use and Conservation to Residential and Conservation

Current Zoning: MPD Property Size: 505.62 SQ. FT. Acres  
Applicant: Jay Livingston

**Public Hearing to be held at**  
Council Chambers in the Community Wing of City Hall  
160 Lake Avenue

For more information please call City of Palm Coast, **PLANNING 386-986-3736**  
Do not remove poster prior to the completion of public hearings