

City of Palm Coast, Florida Agenda Item

Agenda Date: February 3, 2026

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Account #

Subject: EASTHAMPTON MASTER PLANNED DEVELOPMENT (MPD) AMENDMENT - APPLICATION #6302

Presenter: Michael Hanson, AICP, Senior Planner

Attachments:

1. Presentation
2. Ordinance
3. MPD Development Agreement Amendment
4. Settlement Agreement Amendment
5. Staff Report
6. Map Series
7. Cover Letter, Application, Authorization
8. Applicant Analysis, Traffic Memo, School Concurrency Letter
9. Public Participation – Neighborhood Meeting and Placard Documentation
10. Recorded MPD and Settlement Agreements
11. Boundary Survey and Title Opinion
12. Business Impact Estimate

Background:

This is a quasi-judicial item, please disclose any ex parte communication

Request: James Stowers, Esquire, as agent for CP and HG Residential Lots LLC (a subsidiary of ICI Homes), is proposing to amend the CP and HG Residential Lots LLC MPD. The proposed MPD Amendment would:

- Increase residential entitlements from the existing 58 dwelling units to 71 units, resulting in an increase of 13 dwelling units.
- Reduce the minimum lot size of 8,250 square feet to 5,500 square feet.
- Reduce the minimum internal lot width from 60 feet to 50 feet and reduce the minimum lot width on the north and west perimeter lots from 80 feet to 60 feet.
- Reduce the minimum side interior building setback from 7.5 feet to 5 feet and the minimum side street setback from 15 feet to 10 feet.

As this MPD is resultant of a Settlement Agreement, the request also amends the maximum number of residential units the MPD may have from 58 dwelling units to 71 units and replaces the attached concept plan with the updated proposed concept plan.

Background: The City adopted the 2020 Comprehensive Plan on April 6, 2004, which redesignated the land from Flagler County Residential-Low Density (which allowed 1-3 units/acre) to City Greenbelt (which allows 1 unit/acre). The pending property owner at that time (MHK of Volusia, Inc., a subsidiary of ICI Homes) filed a challenge to the state's Department of Community Affairs on June 29, 2004. The litigation was filed with the Division of Administrative Hearings, Case # 04-2265GM. In June 2009, MHK of Volusia County Inc.

transferred ownership to the current owner CP and HG Residential Lots LLC (another subsidiary of ICI Homes). Based on the outcome of that challenge, CP and HG Residential Lots LLC and the City reached a Settlement Agreement (attached) that is dated March 20, 2012. This agreement resulted in a land swap to protect existing wetlands, a rezoning, and limited the residential entitlements for the land to 58 dwelling units. The property was rezoned to MPD on the same day as the Settlement Agreement and the Development Agreement is attached.

If City Council approves the requested MPD Amendment, an amendment to the Settlement Agreement will be necessary. Section 11 allows for amendment to the Settlement Agreement based on mutual consent of CP and HG Residential Lots LLC and the City of Palm Coast. The draft Settlement Agreement and Development Agreements have been attached as part of the overall agenda item.

Project Description: The property owner requests to increase the residential density from 58 dwelling units (DU) to 71 DU, which is an increase of 13 DU (or 22.4 percent). The existing gross density of the property owner's land is 1.56 DU per acre. The requested increase would create an overall gross density of 1.91 DU per acre.

The existing MPD DA requires the northerly and westerly perimeter lots to have an 80-foot lot width by a 110-foot depth, while internal lots are allowed a 60-foot lot width by a 110-foot depth. The request to modify perimeter lot width to 60 feet and internal lot width to 50 feet results in lots that are 25 and 16.7 percent narrower than currently allowed, respectively. The reduction in internal and side street setbacks (7.5 and 15 feet respectively) to five feet and 10 feet result in a narrowing of spacing between the proposed residences of 33.33 percent and places corner lots the same 33.33 percent closer to a side street.

Public Participation: The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 5:30 p.m. on Thursday November 20, 2025, in the conference room of the Hilton Garden Inn Hotel. The applicant also met the public notice requirements of LDC Section 2.05.03. 47 members of the public signed the sign-in sheet for the neighborhood meeting hosted by the applicant. City staff attended to be on-site to address process related questions and counted approximately ±55 individuals, not including the three representatives from the developer and City staff. Documentation summarizing the neighborhood meeting has been attached to the agenda item. Staff additionally received two emails from the public requesting access to application materials on November 5, 2025, which staff provided on the same day. Staff has not received further public participation at this time.

Planning and Land Development Regulation Board: The Planning and Land Development Regulation Board reviewed this application at its regularly scheduled meeting at 5:30 PM on December 17th, 2025, and unanimously found it out of compliance with the Comprehensive Plan and recommended denial to the City Council.

Recommended Action:
THE CITY COUNCIL MAY DETERMINE THAT THE PROPOSED MPD AMENDMENT (APPLICATION NO. 6302) IS CONSISTENT WITH THE COMPREHENSIVE PLAN AND APPROVE THE APPLICATION OR DETERMINE THAT THE PROPOSED MPD AMENDMENT IS NOT CONSISTENT WITH THE COMPREHENSIVE PLAN AND DENY THE APPLICATION.

City Council
Public Hearing February 3, 2026

Easthampton MPD Amendment
CP and HG Residential Lots LLC
AR # 6302

Staff Presentation:
Michael Hanson, AICP, Senior Planner

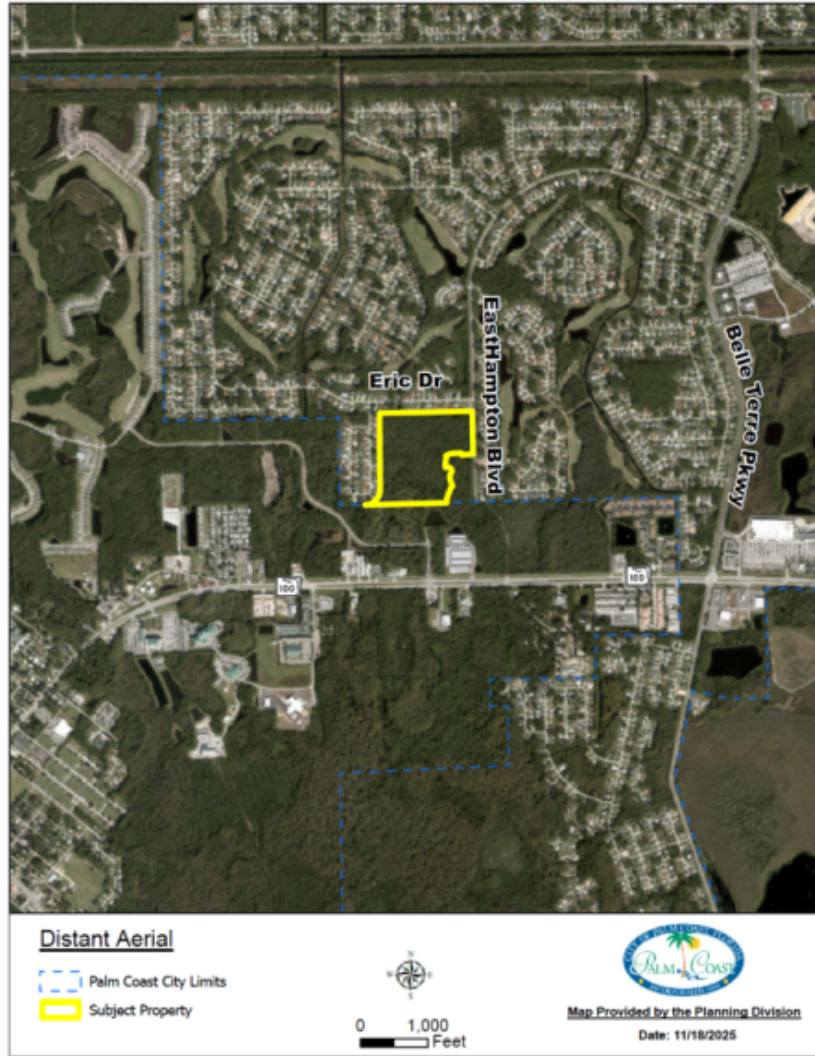


Application Background

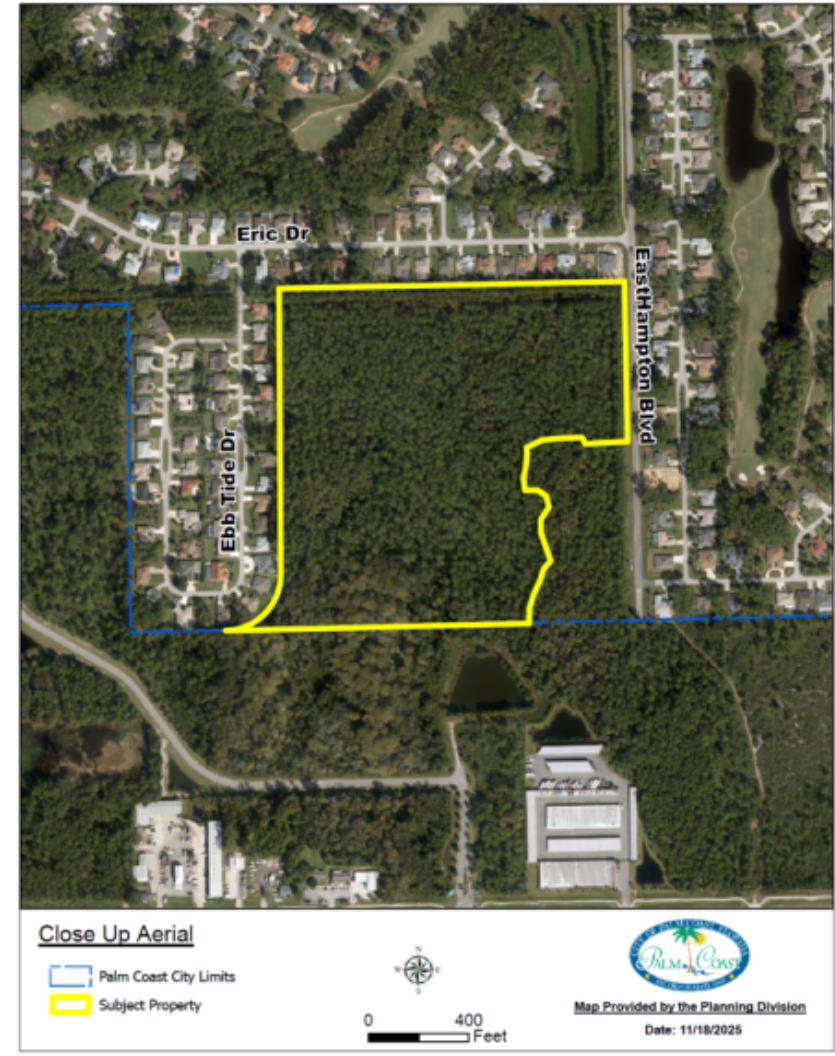
- Owner: CP and HG Residential Lots LLC
- Applicant: James A. Stowers, Esq. of ICI Homes
- Subject Property: 17 Easthampton Boulevard
- Location: West side of Easthampton Boulevard approximately ± 165 feet south of its intersection with Eric Drive.
- Request: Amend the CP and HG Residential Lots LLC Master Planned Development (MPD) Development Agreement and Settlement Agreement between CP and HG Residential Lots LLC and the City of Palm Coast to increase the number of residential entitlements and reduce the minimum dimensional requirements.

Aerial Maps

Distant Aerial Map

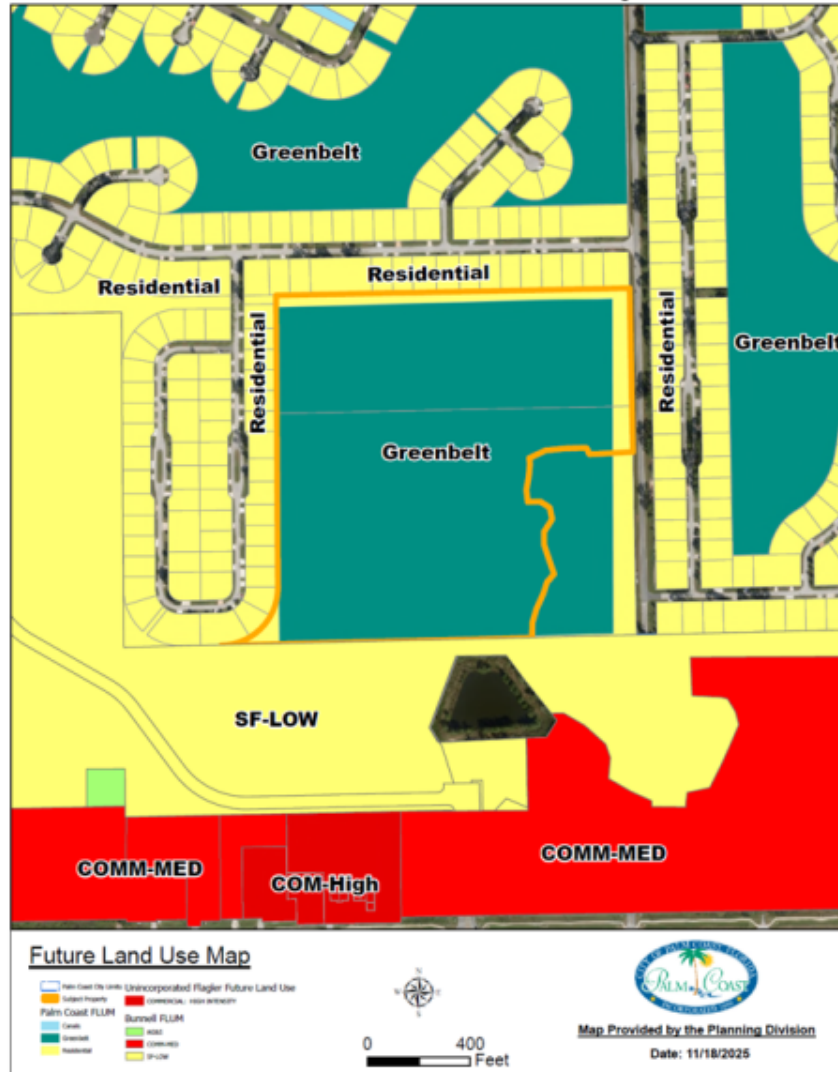


Close Aerial Map

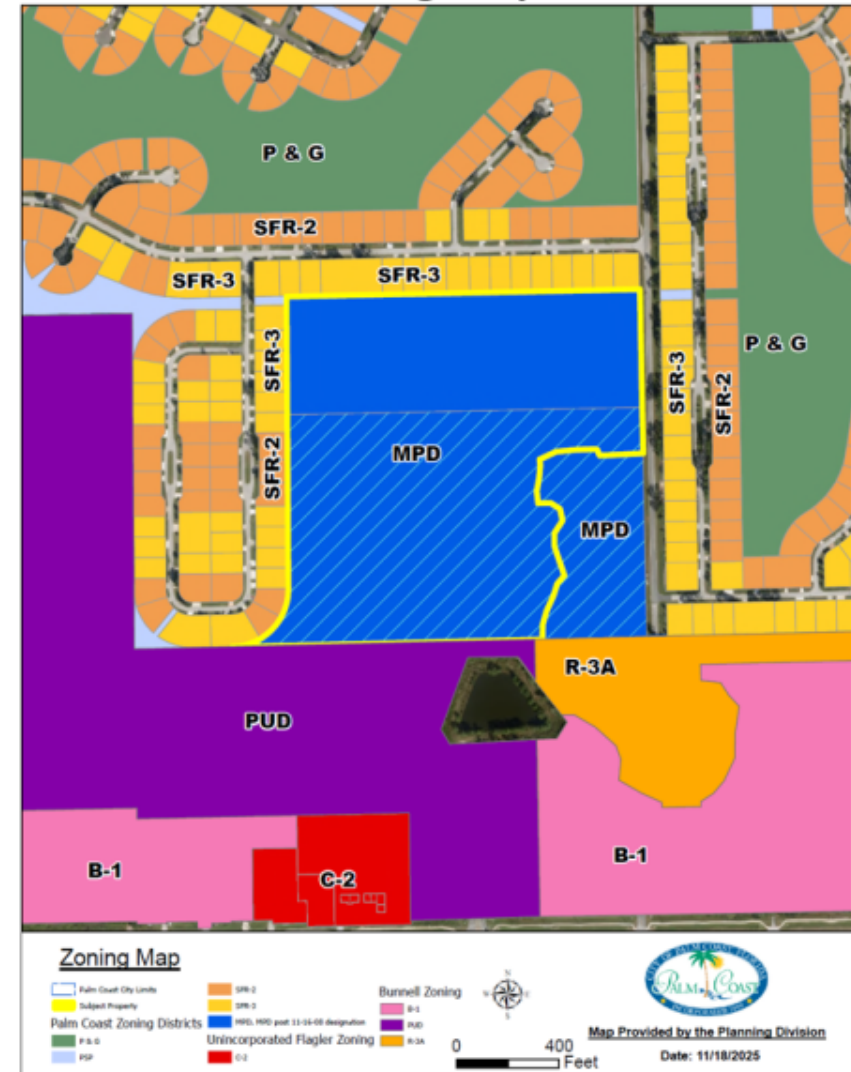


Future Land Use and Zoning Maps

Future Land Use Map



Zoning Map



Background & History

- The City adopted the 2020 Comprehensive Plan on April 6, 2004, which redesignated the land from Flagler County Residential-Low Density (which allowed 1-3 units/acre) to City Greenbelt (which allows 1 unit/acre).
- The pending property owner at that time (MHK of Volusia, Inc., a subsidiary of ICI Homes) filed a challenge to the state's Department of Community Affairs on June 29, 2004. The litigation was filed with the Division of Administrative Hearings, Case # 04-2265GM.
- In June 2009, MHK of Volusia County Inc. transferred ownership to the current owner CP and HG Residential Lots LLC (another subsidiary of ICI Homes).
- Based on the outcome of that challenge, CP and HG Residential Lots LLC and the City reached a Settlement Agreement (attached) that is dated March 20, 2012. This agreement resulted in a land swap to protect existing wetlands, a rezoning, and limited the residential entitlements for the land to 58 dwelling units. The property was rezoned to MPD on the same day as the Settlement Agreement and the Development Agreement is attached.

Applicant's Request

The property owners are requesting to amend the existing CP and HG Residential Lots LLC MPD Development Agreement (DA) in order to:

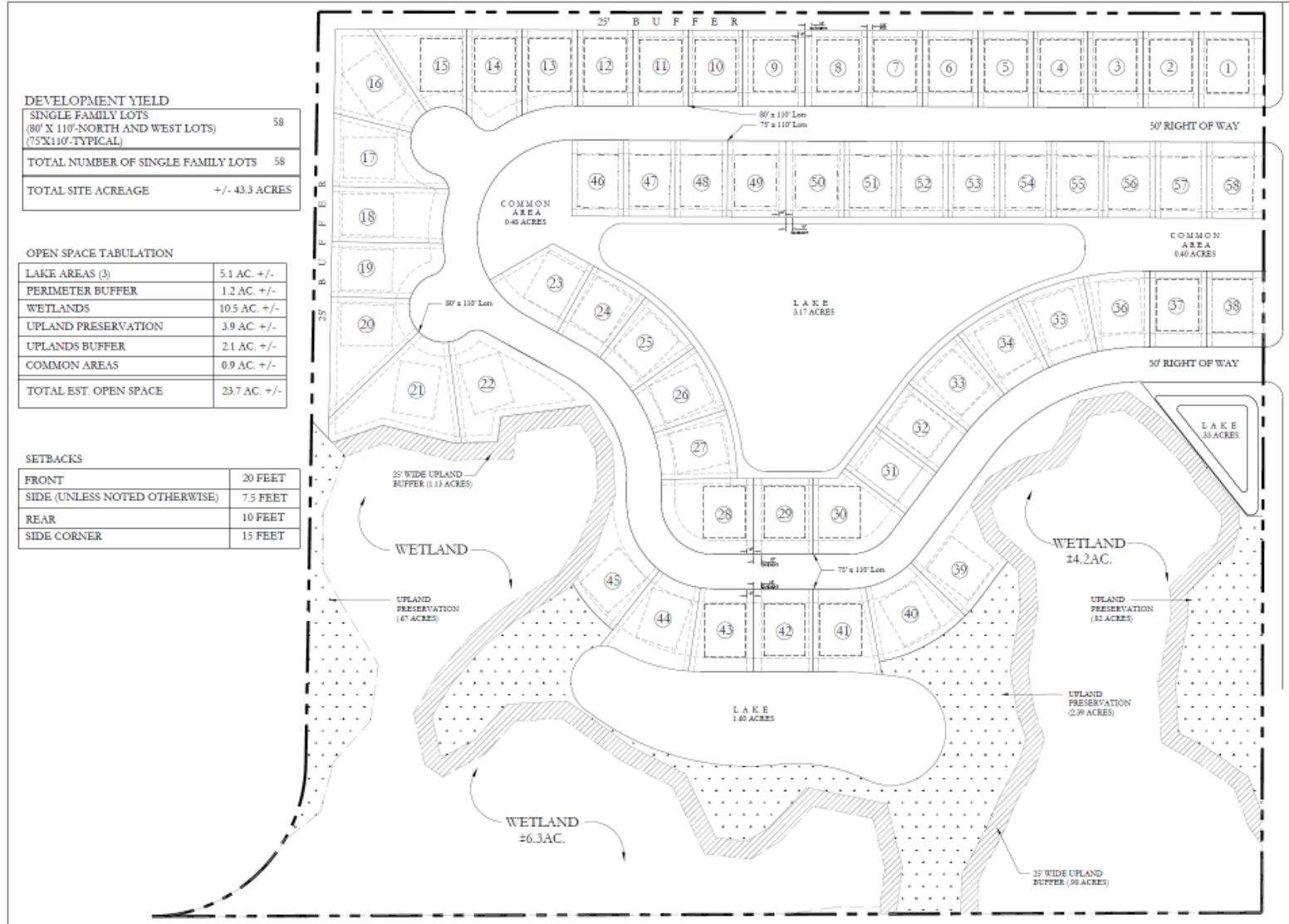
- Increase residential entitlements from the existing 58 dwelling units to 71 units, resulting in an increase of 13 dwelling units.
- Reduce the minimum lot size of 8,250 square feet to 5,500 square feet.
- Reduce the minimum internal lot width from 60 feet to 50 feet and reduce the minimum lot width on the north and west perimeter lots from 80 feet to 60 feet.
- Reduce the minimum side interior building setback from 7.5 feet to 5 feet and the minimum side street setback from 15 feet to 10 feet.

Surrounding Land Uses

SURROUNDING LAND USES:

NORTH:	FLUM: Zoning:	Residential, Greenbelt Single-Family Residential (SFR-2 & SFR-3), Parks & Greenways (P&G)
EAST:	FLUM: Zoning:	Residential, Greenbelt Single-Family Residential (SFR-2 & SFR-3), Parks & Greenways (P&G)
SOUTH:	FLUM: Zoning:	Bunnell Single Family- Low Planned Unit Development
WEST:	FLUM: Zoning:	Residential, Bunnell Single Family- Low Single-Family Residential (SFR-2 & SFR-3), Bunnell Planned Unit Development

Existing Concept Plan



DEVELOPMENT YIELD

SINGLE FAMILY LOTS (80' X 110'-NORTH AND WEST LOTS) (75'X110'-TYPICAL)	58
TOTAL NUMBER OF SINGLE FAMILY LOTS	58
TOTAL SITE ACREAGE	+/- 43.3 ACRES

OPEN SPACE TABULATION

LAKE AREAS (3)	5.1 AC. +/-
PERIMETER BUFFER	1.2 AC. +/-
WETLANDS	10.5 AC. +/-
UPLAND PRESERVATION	3.9 AC. +/-
UPLANDS BUFFER	2.1 AC. +/-
COMMON AREAS	0.9 AC. +/-
TOTAL EST. OPEN SPACE	23.7 AC. +/-

SETBACKS

FRONT	20 FEET
SIDE (UNLESS NOTED OTHERWISE)	7.5 FEET
REAR	10 FEET
SIDE CORNER	15 FEET

EASTHAMPTON

Prosser Hallock

280 S.W. 1st St., Suite 200
Boca Raton, Florida 33432-1001
P: 561.993.1100 F: 561.993.1101
The Gold Standard of Professional Service. 000000

REVISIONS:
DATE: FEBRUARY 17, 2013
PROJECT NO.: 1010228.02
DRAWN BY: JSS
CHECKED BY: JSS
SCALE: 1" = 80'
SHEET NO.: 1 OF 1

**CONCEPTUAL
MASTER
SITE PLAN**

SP-3
SHEET

Master Planned Development

LDC Sec. 2.05.05
Criteria Analysis

- A. *The proposed development must not be in conflict with or contrary to the public interest;*
- B. *The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;*
- C. *The proposed development must not impose a significant financial liability or hardship for the City;*
- 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;*
- E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

Master Planned Development

LDC Sec. 2.09.04
Criteria Analysis

- A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.
- B. Consistency with the general intent of the LDC.
- C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.
- D. Compatibility within the development and relationship with surrounding neighborhoods.
- E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.
- F. The feasibility and compatibility of development phases to stand as independent developments.

Master Planned Development

LDC Sec. 2.09.04
Criteria Analysis
(continued)

- G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.
- H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.
- I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.
- J. Impact upon the environment or natural resources.
- K. Impact on the economy of any affected area.

Master Planned Development

Findings Summary

- The project currently has entitlements for 58 dwelling units already, the amendment adds 13 dwelling units,
- The requested MPD amendment meets the developmental criteria of LDC Sections 2.05.05 and 2.09.04,
- Due to the entitlement limitation imposed the current Settlement Agreement, amending the MPD would require an amendment to the Settlement Agreement as the MPD shall remain consistent.

Public Participation

- The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 5:30 p.m. on Thursday November 20, 2025, in the conference room of the Hilton Garden Inn Hotel. The applicant also met the public notice requirements of LDC Section 2.05.03. 47 members of the public signed the sign-in sheet for the neighborhood meeting hosted by the applicant. City staff attended to be on-site to address process related questions and counted approximately ±55 individuals, not including the three representatives from the developer and City staff.
- Staff additionally received two emails from the public requesting access to application materials on November 5, 2025, which staff provided on the same day. Staff has not received further public participation at this time.

Zoning Map
Amendment
PLDRB Meeting

The Planning and Land Development Regulation Board reviewed this application at its regularly scheduled meeting at 5:30 PM on December 17th, 2025, and unanimously found it in out of compliance with the Comprehensive Plan and recommended denial to City Council.

Master
Planned
Development
Council Action

The City Council may determine that the proposed MPD Amendment (Application No. 6302) is consistent with the Comprehensive Plan and approve the application or determine that the proposed MPD Amendment is not consistent with the Comprehensive Plan and deny the application.

Next Steps

- The application will come before the City Council for consideration during a second reading of the proposed ordinance amending the CP & HG Residential Lots LLC Development Agreement and Settlement Agreement by the City Council for final action.
- The developer will subsequently be required go through the platting process prior to constructing the site.

Staff is available for any questions and
the applicant's team is in attendance.

Thank you.



ORDINANCE 2026-__
FIRST AMENDMENT TO THE CP AND HG RESIDENTIAL LOTS LLC
MASTER PLAN DEVELOPMENT AGREEMENT APPLICATION 6302

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CP AND HG RESIDENTIAL LOTS LLC MASTER PLAN DEVELOPMENT AGREEMENT, AS ESTABLISHED IN SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR ±37.17 ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBERS 07-11-31-7034-0A0T2-0000 AND 07-11-31-7034-0A0T2-0010, GENERALLY LOCATED ON THE WEST SIDE OF EASTHAMPTON BOULEVARD APPROXIMATELY ±165 FEET SOUTH OF ITS INTERSECTION WITH ERIC DRIVE AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A; ADDING 13 MAXIMUM DWELLING UNITS; AMENDING MINIMUM DIMENSIONAL STANDARDS; PROVIDING FOR SEVERABILITY, CONFLICTS; AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (“City”), as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company (“Owner”) is the Owner of the property further described in “Attachment A” and have entered into the Development Agreement as recorded in Official Records Book 1862, Pages 1690 through 1716 of the public records of Flagler County, Florida (“Development Agreement”); and

WHEREAS, the Owner has requested to amend the Development Agreement in order to increase residential units from 58 to 71, and provide for some revised development standards for the CP and HG Residential Lots LLC MPD; and

WHEREAS, the Owner and City have entered into a Settlement and Commitment Agreement as recorded in the Official Records Book 1860, Pages 1029 through 1041 of the public records of Flagler County, Florida (“Settlement Agreement”); and

WHEREAS, the Settlement Agreement limits the maximum residential units to 58, and allows for the mutual amendment of both the Owner and the City; and

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

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) at its regularly scheduled meeting conducted on December 17, 2025, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

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

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

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

SECTION 2. MPD AMENDMENT. The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby enacts this Ordinance amending the Development Agreement and Settlement Agreement, attached hereto as “Attachment B” and “Attachment C”, for the property generally located on the west side of Easthampton Boulevard approximately ±165 feet south of its intersection with Eric Drive legally described in “Attachment A” attached hereto.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are

severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

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

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

APPROVED on the first reading after due public notice and hearing this 3rd day of February 2026.

ADOPTED on the second reading after due public notice and hearing this 17th day of February 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF RESERVED PARCELS "T-1" AND "T-2", ACCORDING TO THE SUBDIVISION MAP EASTHAMPTON SECTION 34-PALM COAST, RECORDED IN MAP BOOK 11, PAGES 30 THROUGH 49, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGIN AT THE NORTHEAST CORNER OF RESERVED PARCEL "T-1" AS SHOWN ON SAID SUBDIVISION MAP EASTHAMPTON SECTION 34; THENCE SOUTH 01°10'35" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF EASTHAMPTON BOULEVARD, A DISTANCE OF 645.00 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE OF EASTHAMPTON BOULEVARD, SOUTH 88°49'25" WEST, 167.38 FEET; THENCE NORTH 39°10'59" WEST, 5.43 FEET; THENCE NORTH 21°06'05 WEST, 19.65 FEET; THENCE NORTH 67°31'01" WEST, 5.59 FEET; THENCE SOUTH 88°49'25" WEST, 78.02 FEET; THENCE SOUTH 84°47'27" WEST, 77.85 FEET; THENCE SOUTH 64°47'37" WEST, 70.43 FEET; THENCE SOUTH 07°17'17" EAST, 22.24 FEET; THENCE SOUTH 05°17'27" WEST, 48.95 FEET; THENCE SOUTH 10°56'47" WEST, 53.81 FEET; THENCE SOUTH 07°01'23" EAST, 47.23 FEET; THENCE NORTH 88°11'13" EAST, 47.68 FEET; THENCE SOUTH 58°50'25" EAST, 43.79 FEET; THENCE SOUTH 12°00'37" EAST, 47.04 FEET; THENCE SOUTH 33°32'23" WEST, 57.28 FEET; THENCE SOUTH 00°06'53" WEST, 51.21 FEET; THENCE SOUTH 18°42'53" EAST, 59.12 FEET; THENCE SOUTH 19°10'07" EAST, 61.42 FEET; THENCE SOUTH 40°54'14" WEST, 42.14 FEET; THENCE SOUTH 18°06'39" WEST, 47.87 FEET; THENCE SOUTH 24°22'38" WEST, 64.46 FEET; THENCE SOUTH 16°13'48" WEST, 56.02 FEET; THENCE SOUTH 01°37'18" WEST, 58.74 FEET TO A POINT ON THE SOUTH LINE OF SAID RESERVED PARCEL T-2; THENCE ALONG THE SOUTHERLY LINE OF RESERVED PARCEL "T-2", SOUTH 88°37'21" WEST, 1208.10 FEET TO THE EASTERLY LINE OF BLOCK 152, SAID PLAT OF EASTHAMPTON-SECTION 34 AND A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 88°59'32" AND RADIUS OF 225.00 FEET WITH A CHORD BEARING NORTH 44°07'35" EAST, 315.39 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID EAST LINE OF BLOCK 152 AND THE ARC OF SAID CURVE, 349.47 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EAST LINE OF BLOCK 152 AND ITS NORTHERLY EXTENSION THEREOF, NORTH 00°22'11" WEST, 1133.94 FEET TO THE SOUTHERLY LINE OF BLOCK 160,

SAID SUBDIVISION MAP EASTHAMPTON SECTION-34, PALM COAST; THENCE
ALONG SAID SOUTHERLY LINE OF BLOCK 160, NORTH 88°49'25" EAST, 1375.06
FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”
AMENDED MPD DEVELOPMENT AGREEMENT

EXHIBIT "C"
AMENDED SETTLEMENT AGREEMENT

Prepared by and return to:
ICI Homes
2379 Beville Road
Daytona Beach, Florida 32119

**FIRST AMENDMENT
TO
CP AND HG RESIDENTIAL LOTS LLC
MASTER PLAN DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT to the CP AND HG Residential Lots LLC Master Plan Development Agreement (the "**First Amendment**") is made effective as of this __ day of _____, 2026, by and between the **City of Palm Coast**, a Florida municipal corporation (the "**City**") and **CP and HG Residential Lots LLC**, a Florida limited liability company, whose address is 2379 Beville Road, Daytona Beach, FL 32119 (the "**Owner**").

RECITALS

WHEREAS, the CP AND HG Residential Lots LLC Master Plan Development Agreement was recorded on April 5, 2012, in Official Records Book 1862, Page 1690, of the public records of Flagler County, Florida (the "**Original Agreement**"); and

WHEREAS, the Owner desires to modify the Original Agreement to create a more cohesive development pattern; and

WHEREAS, any amendment to the provisions within the Original Agreement shall be made by formal amendment and executed by the original parties; and

WHEREAS, the City and the Owner desire to amend the Original Agreement as further detailed below.

AMENDMENT

NOW, THEREFORE, in consideration of the premises and by virtue of authority as hereinabove set forth, the Original Agreement is amended as follows:

1. **Recitals.** The foregoing recitals are correct and are incorporated herein by reference.
2. **Amendment(s) to Original Agreement.**
 - (a). Section 4 of the Original Agreement is hereby modified as provided below, additions to the text are shown as underlined, deletions to the text are shown as ~~stricken~~:

The Owner agrees to fully comply with the following use restrictions on the Subject Property. The following uses are permitted on the Subject Property: single family homes and other uses permitted in the City's SFR-2 and SFR-1 zoning districts.

The number of single family residential units shall be limited to a maximum of ~~fifty-eight (58)~~ seventy-one (71). The single family residential lots shall typically measure ~~sixty-75~~ fifty (50) feet wide by one-hundred ten (110) feet deep for interior lots abutting the interior lake. Lots along the northerly and westerly perimeter shall typically measure ~~eighty (80)~~ sixty (60) feet wide by one-hundred ten (110) feet deep as depicted on the ~~Conceptual~~ revised Master Plan prepared by ETM (Exhibit C).

(b). Section 8 of the Original Agreement is hereby modified as provided below, additions to the text are shown as underlined, deletions to the text are shown as ~~stricken~~:

TABLE 1 – Dimensional Standards

Minimum Lot Size	8,250 <u>5,500</u> square feet
Minimum Lot Width	75 <u>50</u> feet (front setback line)
Minimum Living Area	1,200 square feet
Minimum Front Setback	20 feet
Minimum Rear Setback	10 feet
Minimum Side Interior Setback	7.5 <u>5</u> feet
Minimum Side Street Setback	15 <u>10</u> feet
Maximum impervious surface ratio (per lot)	0.75
Maximum Building Height***	35 feet

*** Residences bordering westerly property perimeter shall be limited to one (1) story.

(c). Exhibit C of the Original Agreement is hereby modified as provided below, additions to the text are shown as underlined, deletions to the text are shown as ~~stricken~~:

Exhibit “A” attached hereto shall fully replace Exhibit C to the Original Agreement.

3. **Modification.** Except as specifically modified herein, the Original Agreement shall remain in full force and effect in accordance with its terms. In the event of conflict between the terms and provisions of the Original Agreement and this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, the City and Owner have caused this First Amendment to be duly executed as of the date first above written.

Witnessed by:

CP AND HG RESIDENTIAL LOTS LLC,
a Florida limited liability company

Name: _____

Address: _____

By: _____

Charlene B. Irland
Vice-President

Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 2026 by Charlene B. Irland, as Vice-President of CP and HG Residential Lots LLC, a Florida limited liability company. She is ___ personally known to me or ___ produced _____ as identification.

{Notary Seal must be affixed}

(Signature of Notary)

(Print Name of Notary Public)

Notary Public, State of Florida

My Commission Expires: _____

Commission No.: _____

ATTEST:

CITY OF PALM COAST,
a Florida municipal corporation

Kaley Cook, City Clerk

By: _____
Mike Norris, Mayor

APPROVED AS TO FORM AND
LEGALITY:

Marcus Duffy, City Attorney

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization on this _____ day of _____, 2026 by Mike Norris, as Mayor of
the City of Palm Coast, Florida who is personally known to me.

{Notary Seal must be affixed}

(Signature of Notary)

(Print Name of Notary Public)

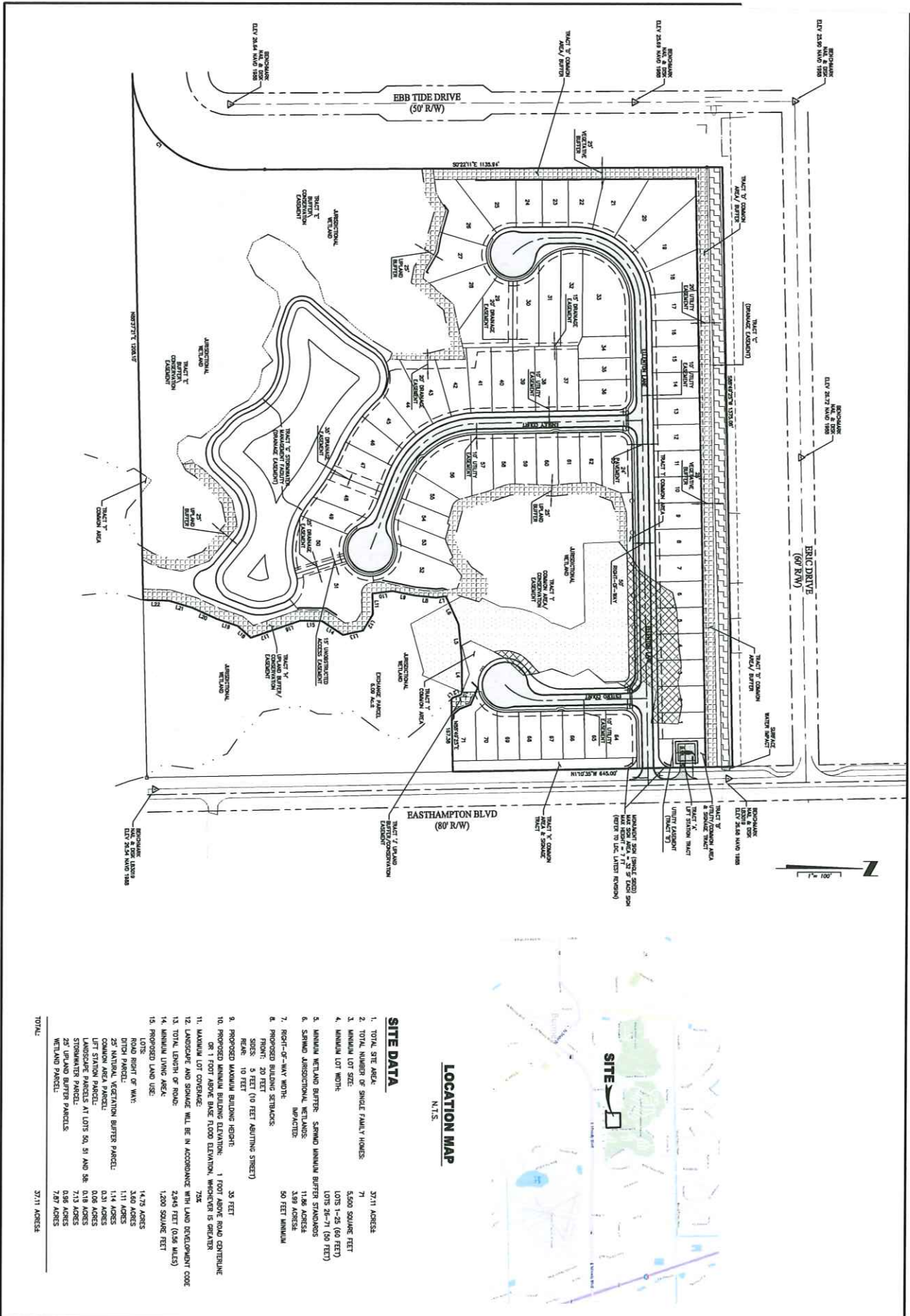
Notary Public, State of Florida

My Commission Expires: _____

Commission No.: _____

EXHIBIT "A"

Revised Master Site Plan prepared by ETM



LOCATION MAP
N.T.S.



SITE DATA

1. TOTAL SITE AREA	37.11 ACRES
2. TOTAL NUMBER OF SINGLE FAMILY HOMES	71
3. MINIMUM LOT SIZE	5,500 SQUARE FEET
4. MINIMUM LOT WIDTH	LOTS 1-25 (60 FEET) LOTS 26-71 (50 FEET)
5. MINIMUM WETLAND BUFFER - SPERMAD MINIMUM BUFFER STANDARDS	11.86 ACRES
6. SPERMAD JURISDICTIONAL WETLANDS	3.89 ACRES
7. RIGHT-OF-WAY WIDTH	50 FEET MINIMUM
8. PROPOSED MINIMUM SETBACKS:	
FRONT: 20 FEET	
SIDE: 5 FEET (10 FEET NEUTRING STREET)	
REAR: 10 FEET	
9. PROPOSED MAXIMUM BUILDING HEIGHT:	35 FEET
10. PROPOSED MINIMUM BUILDING ELEVATION: 1 FOOT ABOVE ROAD CENTERLINE OR 1 FOOT ABOVE BASE FLOOD ELEVATION, WHICHEVER IS GREATER	7.5X
11. MINIMUM LOT COVERAGE:	75X
12. LANDSCAPE AND SOILAGE WILL BE IN ACCORDANCE WITH LAND DEVELOPMENT CODE	2,945 FEET (0.56 MILES)
13. TOTAL LENGTH OF ROAD:	1,200 SQUARE FEET
14. MINIMUM LIVING AREA:	1,200 SQUARE FEET
15. PROPOSED LAND USE:	
LOTS:	14.75 ACRES
ROAD RIGHT OF WAY:	3.60 ACRES
PROPOSED COMMON AREA:	1.71 ACRES
25' NATURAL VEGETATION BUFFER PARCEL:	1.14 ACRES
COMMON AREA PARCEL:	0.31 ACRES
LIFT STATION PARCEL:	0.06 ACRES
LANDSCAPE PARCELS AT LOTS 50, 51 AND 56:	0.19 ACRES
STANDARDS BUFFER PARCELS:	2.71 ACRES
WETLAND PARCELS:	7.87 ACRES
TOTAL:	37.11 ACRES

<p>3</p> <p>DRAWING NUMBER</p>	<p>MASTER SITE PLAN</p> <p>EAST HAMPTON OF PALM COAST FOR ICI HOMES</p>	<p>England-Thins & Miller, Inc. 14725 Old St. Augustine Road Jacksonville, FL 32219 TEL: (904) 444-8838 FAX: (904) 444-5465 CA-0000594 LC-0000318</p>	<p>ETM NO. 16-254</p> <p>DRAWN BY: ESW</p> <p>DESIGNED BY: PPH</p> <p>CHECKED BY: PPH</p> <p>DATE: FEBRUARY 2019</p>	<p>REVISIONS:</p> <p>1. REVISED LOT SIZES AND SUE SETBACKS</p>	<p>PLANS PREPARED UNDER THE DIRECTION OF:</p> <p>PAUL P. HUTCHINSON, P.E. P.E. NUMBER: 59366</p> <p>PLOTTED: June 8, 2015 - 1:47 PM, BY: Kern Jeter</p>
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**FIRST AMENDMENT
TO
CP AND HG RESIDENTIAL LOTS LLC
SETTLEMENT AND COMMITMENT
AGREEMENT**

THIS FIRST AMENDMENT to the Settlement and Commitment Agreement (the "First Amendment") is made effective as of this ___ day of 2026, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (the "City") and **CP AND HG RESIDENTIAL LOTS LLC**, a Florida limited liability company, whose address is 2379 Beville Road, Daytona Beach, FL 32119 (the "Developer").

WHEREAS, the CP AND HG Residential Lots LLC Settlement and Commitment Agreement was recorded on March 23, 2012, in Official Records Book 1860, Page 1029, of the public records of Flagler County, Florida (the "**Original Agreement**"); and

WHEREAS, the Developer desires to modify the Original Agreement in order to increase the density limitation on the number of residential units; and

WHEREAS, any amendment to the provisions within the Original Agreement shall be made by formal amendment and executed by the original parties; and

WHEREAS, the City and the Developer desire to amend the Original Agreement as further detailed below.

AMENDMENT

NOW, THEREFORE, in consideration of the premises and by virtue of authority as hereinabove set forth, the Original Agreement is amended as follows:

1. **Recitals.** The foregoing recitals are correct and are incorporated herein by reference.
2. **Amendment(s) to Original Agreement.**
 - (a). Subsection 5(I)(c) titled Residential Units of the Original Agreement is hereby modified as provided below, additions to the text are shown as double underlined, deletions to the text are shown as ~~stricken~~:

Residential Units. The Developer shall not seek more than ~~fifty-eight (58)~~ seventy-one (71) single family residential dwelling units in the MPD.
 - (b). Exhibit "A" attached hereto shall fully replace Exhibit C to the Original Agreement.
3. **Modification.** Except as specifically modified herein, the Original Agreement shall remain in full force and effect in accordance with its terms. In the event of conflict between the terms and provisions of the Original Agreement and this First Amendment, this First Amendment shall control.

IN WITNESS WHEREOF, the City and Developer have caused this First Amendment to be duly executed as of the date first above written.

Witnessed by:

CP AND HG RESIDENTIAL LOTS LLC,
a Florida limited liability company

Name: _____

Address: _____

By: _____

Charlene B. Irland
Vice-President

Name: _____

Address: _____

STATE OF FLORIDA COUNTY
OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 2026 by Charlene B. Irland, as Vice-President of CP and HG Residential Lots LLC, a Florida limited liability company. She is personally known to me or produced _____ as identification.

{Notary Seal must be affixed}

(Signature of Notary)

(Print Name of Notary Public)
Notary Public, State of Florida

My Commission Expires: _____

Commission No.: _____

ATTEST:

CITY OF PALM COAST,
a Florida municipal corporation

Kaley Cook, City Clerk

By: _____

Michael Norris, Mayor

APPROVED AS TO FORM AND
LEGALITY:

Marcus Duffy, City Attorney

STATE OF FLORIDA COUNTY
OF FLAGLER

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ___ day of _____, 2026 by Michael Norris, as Mayor of the City of Palm Coast, Florida who is personally known to me.

{Notary Seal must be affixed}

(Signature of Notary)

(Print Name of Notary Public)

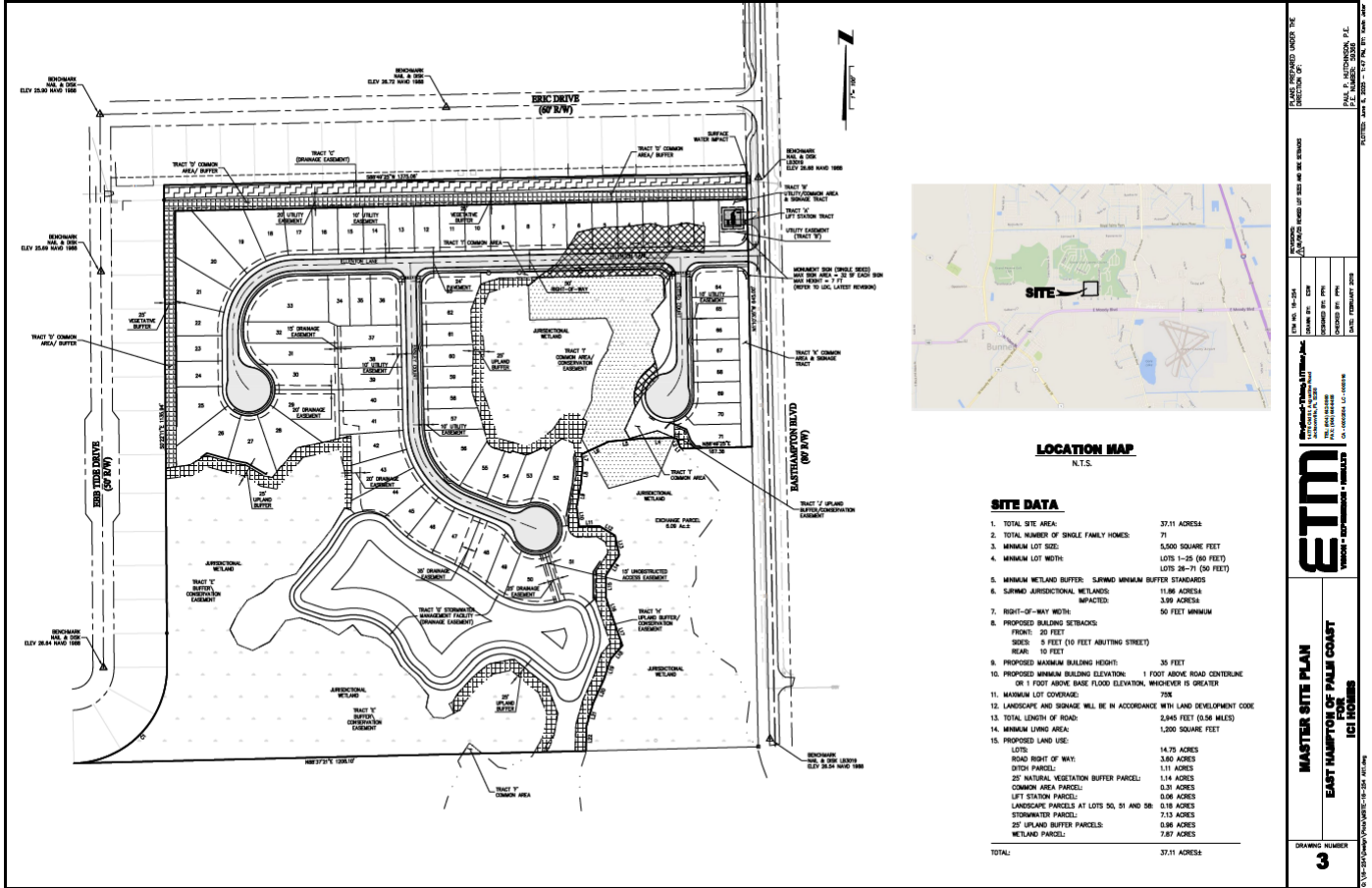
Notary Public, State of Florida

My Commission Expires: _____

Commission No.: _____

EXHIBIT "A"

[CONCEPTUAL MASTER SITE PLAN]





**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR CP AND HG RESIDENTIAL LOTS LLC MPD AMENDMENT
CITY COUNCIL
PUBLIC HEARING ON FEBRUARY 3, 2026**

OVERVIEW

Application Number: 6302
Applicant: James A. Stowers, Esq. of ICI Homes
Property Description: West side of Easthampton Boulevard approximately ±165 feet south of its intersection with Eric Drive.
Property Owner: CP and HG Residential Lots LLC
Parcel ID #: 07-11-31-7034-0A0T2-0010, 07-11-31-7034-0A0T2-0000
Parcel Address: 17 Easthampton Boulevard
Current FLUM: Greenbelt
Current Zoning: CP and HG Residential Lots LLC MPD
Current Use: Vacant
Size of Property: ±37.17 acres
Requested Action: Amend the CP and HG Residential Lots LLC Master Planned Development (MPD) Development Agreement and Settlement Agreement between CP and HG Residential Lots LLC and the City of Palm Coast to increase the number of residential entitlements and reduce the minimum dimensional requirements.

ANALYSIS

REQUESTED ACTION

The property owners are requesting to amend the existing CP and HG Residential Lots LLC MPD Development Agreement (DA) in order to:

- Increase residential entitlements from the existing 58 dwelling units to 71 units, resulting in an increase of 13 dwelling units.
- Reduce the minimum lot size of 8,250 square feet to 5,500 square feet.
- Reduce the minimum internal lot width from 60 feet to 50 feet and reduce the minimum lot width on the north and west perimeter lots from 80 feet to 60 feet.
- Reduce the minimum side interior building setback from 7.5 feet to 5 feet and the minimum side street setback from 15 feet to 10 feet.

BACKGROUND/SITE HISTORY

The City adopted the 2020 Comprehensive Plan on April 6, 2004, which redesignated the land from Flagler County Residential-Low Density (which allowed 1-3 units/acre) to City Greenbelt (which allows 1 unit/acre). The pending property owner at that time (MHK of Volusia, Inc., a subsidiary of ICI Homes) filed a challenge to the state's Department of Community Affairs on June 29, 2004. The litigation was filed with the Division of Administrative Hearings, Case # 04-

2265GM. In June 2009, MHK of Volusia County Inc. transferred ownership to the current owner CP and HG Residential Lots LLC (another subsidiary of ICI Homes). Based on the outcome of that challenge, CP and HG Residential Lots LLC and the City reached a Settlement Agreement (attached) that is dated March 20, 2012. This agreement resulted in a land swap to protect existing wetlands, a rezoning, and limited the residential entitlements for the land to 58 dwelling units. The property was rezoned to MPD on the same day as the Settlement Agreement and the Development Agreement is attached.

If City Council approves the requested MPD Amendment, an amendment to the Settlement Agreement will be necessary. Section 11 allows for amendment to the Settlement Agreement based on mutual consent of CP and HG Residential Lots LLC and the City of Palm Coast. The draft Settlement Agreement and Development Agreements have been attached as part of the overall agenda item.

PROJECT DESCRIPTION

The property owner requests to increase the residential density from 58 dwelling units (DU) to 71 DU, which is an increase of 13 DU (or 22.4 percent). The existing gross density of the property owner's land is 1.56 DU per acre. The requested increase would create an overall gross density of 1.91 DU per acre.

The existing MPD DA requires the northerly and westerly perimeter lots to have an 80-foot lot width by a 110-foot depth, while internal lots are allowed a 60-foot lot width by a 110-foot depth. The request to modify perimeter lot width to 60 feet and internal lot width to 50 feet results in lots that are 25 and 16.7 percent narrower than currently allowed, respectively.

The reduction in internal and side street setbacks (7.5 and 15 feet respectively) to five feet and 10 feet result in a narrowing of spacing between the proposed residences of 33.33 percent and places corner lots the same 33.33 percent closer to a side street.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Greenbelt	Greenbelt
Zoning District	MPD	MPD
Use	Vacant Land	Vacant Land
Acreage	±37.17 acres	±37.17 acres

SURROUNDING LAND USES:

NORTH:	FLUM: Zoning:	Residential, Greenbelt Single-Family Residential (SFR-2 & SFR-3), Parks & Greenways (P&G)
EAST:	FLUM: Zoning:	Residential, Greenbelt Single-Family Residential (SFR-2 & SFR-3), Parks & Greenways (P&G)
SOUTH:	FLUM: Zoning:	Bunnell Single Family- Low Planned Unit Development
WEST:	FLUM: Zoning:	Residential, Bunnell Single Family- Low Single-Family Residential (SFR-2 & SFR-3), Bunnell Planned Unit Development

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

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

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

Staff Finding: The proposed MPD amendment adds 13 DU to the site's existing 58 DU entitlements resulting in a maximum of 71 entitlements. This is not a significant increase. This increases the gross density from 1.56 DU/acre to 1.91 DU/acre. The density is still less than the maximum gross density when under county Future Land Use Map (FLUM) designation and zoning which would have allowed a maximum density of up to three DU/acre. The surrounding residential development under City FLUM and zoning allows for between four to five DU/acre. That said at the neighborhood meeting for the initial MPD amendment there was approximately 190 individuals in attendance speaking out against the original MPD. Staff had the applicant conduct a neighborhood meeting for this MPD Amendment on November 20, 2025. At that neighborhood meeting approximately 60 individuals from the public appeared. Staff noted a mixture of opinion by the public with concerns of potential of over development based on impact to existing infrastructure and misconceptions thinking that the project proposed extending Easthampton Boulevard south to SR-100.

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

Staff Finding: The request is consistent with the Comprehensive Plan. The following policies are provided for elaboration:

- **Chapter 1 Future Land Use Element:**

-Policy 1.1.1.3 – Measured on a citywide, or cumulative basis, the following density and intensity limitations shall be placed on the FLUM designations: Greenbelt - A maximum

of 50% of the total land area within this FLUM designation (citywide) may be zoned or developed at a density equal to or greater than one (1) unit per acre.

Greenbelt typically allows a maximum of 1 DU/ acre. The above referenced policy supports the ability to exceed that density limitation, which is reinforced by the Settlement Agreement and previous density that was allowed by Flagler County's Residential-Low Density FLUM designation (which allowed 1-3 DU/acre) prior to the adoption of the 2020 Comprehensive Plan. The surrounding residential land use FLUM designation is Residential which based on the adjacent SFR-2 and SFR-3 zoning allows for between four to five DU/acre.

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

The project site is a contiguous pocket of land that was previously approved for 58 residential dwellings. The proposed amendment keeps the new density on site and helps to reduce urban sprawl.

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

The proposed MPD amendment does not expand into areas which are currently not served by infrastructure. The attached concept plan proposes a lift station in the northeast of their development. During the Preliminary Plat process, the applicant will have to ensure that the facilities are adequate to serve the proposed development. City review staff will evaluate the plans at that point to determine if any additional improvements are necessary to support the project.

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

Staff Finding: Potable water and sewer services are available nearby to serve the project. The developer will be required to pay applicable impact fees to ensure that the City does not have a financial liability for the project.

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

Staff Finding: The project already has approved residential entitlements to support 58 DU on the site. The proposed MPD Amendment adds an additional 13 DUs on the site to bring the overall total to 71 DU on a 37.17-acre site. The additional number of units is a low increase. The proposed amendments to the MPD DA reduce the internal side setbacks to five feet. This would equate to a minimum 10-foot separation of building structures as required by the Florida Fire Prevention Code. At this time the proposed conceptual plan or minor increase of density does not create by itself an unreasonable hazard; however, during the platting process, City review staff shall evaluate the proposed project to ensure compliance with all applicable code 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 Settlement Agreement, Development Agreement, City's Land Development Code (LDC), 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 2.09.04

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.09.04 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 master planned development application*":

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

Staff Finding: As previously stated, the proposed application is consistent with the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The standards established in the CP and HG Residential Lots LLC MPD were found to be consistent with the general intent of the LDC when approved. The proposed amendment makes the perimeter lots match the SFR-2 lot width. The requested lot size is slightly smaller at 5,500 square feet than a typical single-family residential zoning district in the LDC; however, the applicant purports that the purpose the reduction is to reduce the overall building footprint to minimize impact to the adjacent wetland area. There are provisions for clustering to protect wetlands and other common open space. The LDC will require the conveyance of such to a homeowner's association or similar entity during the platting process to ensure its preservation. As such this meets the general intent of the LDC.

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

Staff Finding: The adjacent Residential FLUM designation and SFR-2 & SFR-3 zoning districts allows a maximum range of four to five DU/acre. The previous County FLUM would have allowed a maximum density of three DU/acre. The proposed gross density of this project with 71 DU is 1.91 DU/acre. Therefore, from a density perspective, the project has a substantially lower density than other adjacent residential properties. The adjacent neighborhood is largely zoned SFR-3 and some pockets of SFR-2 which require lots to be a minimum of 10,000 square feet and 7,500 square feet respectively. The proposed dimensional standards of this MPD would allow lots ranging from 6,600 square feet on the perimeter, and 5,500 square feet on the internal lots. This further reduces the current MPD DA's minimum requirement of 8,250 square feet. Its worth noting that there is 25-foot vegetative buffer on the northerly and western perimeter along with an additional \pm 25-foot drainage easement on the northerly buffer that provides additional buffering and screening from the existing properties. It is worth noting that the LDC does not require perimeter landscape buffers between residential developments, so this MPD goes beyond the general requirement. The proposed amendment does not modify the buffer requirements.

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

Staff Finding: As stated in the previous criteria, the proposed MPD Amendment proposes smaller lot sizes than what the currently approved MPD allows. However, as mentioned the LDC does not typically require residential to residential landscape buffering. As this MPD provides perimeter buffering adjacent to the SFR-3 and SFR-2 lots, it provides a transitional buffer between the larger existing lots and the proposed lot sizes. The developer proposes to keep the exterior lots larger than the internal lots providing for a further transition from the existing adjacent lots to the internal lots.

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

Staff Finding: As this project submits for a Preliminary Plat, a concurrency analysis will be required to determine the adequacy of available infrastructure to serve the project. The applicant has already reached out to Flagler Schools to evaluate school concurrency and shall be required to mitigate school concurrency during the platting process.

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

Staff Finding: This developer proposes to build the entirety of the project in one phase.

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

Staff Finding: The project is accessed via Easthampton Drive. Easthampton Drive is the sole access to the surrounding neighborhood. The project was previously approved during an MPD rezoning to allow for 58 DU on the site. The increase traffic from 13 additional units would provide a minor increase to the traffic volume on Easthampton Drive. Public participation received during the neighborhood meeting and public hearings for the original rezoning to MPD and during the recent neighborhood meeting indicated a strong desire that Easthampton Drive is not punched through to SR-100. Incidentally the land owned past the terminus of Easthampton is held by a third party that is not affiliated with this project. The City is in the works of attempting to secure a stabilized emergency secondary access to provide emergency vehicles access within the surrounding "E" section for use during a potential emergency; however, that is outside the scope of this project.

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

Staff Finding: The approved MPD was drafted based on discussion and input received by the surrounding community at the time in 2012 that explicitly did not want any type of recreation such as a neighborhood park. The proposed MPD Amendment does not further provide additional public benefit that has been included with this project. Per discussions with the applicant although there is an increase in the number of units, the lot sizes are smaller resulting in a smaller footprint than the approved MPD plans, additionally the redesigned concept plan reduces impact to existing wetlands on site.

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

Staff Finding: The request is a minor increase to the density of the approved MPD's DA. It is similar in scope to other residential MPDs.

J. Impact upon the environment or natural resources.

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

K. Impact on the economy of any affected area.

Staff Finding: The proposed project will provide jobs during construction of the project and provide housing for residents.

PUBLIC PARTICIPATION

The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 5:30 p.m. on Thursday November 20, 2025, in the conference room of the Hilton Garden Inn Hotel. The applicant also met the public notice requirements of LDC Section 2.05.03. 47 members of the public signed the sign-in sheet for the neighborhood meeting hosted by the applicant. City staff attended to be on-site to address process related questions and counted approximately ±55 individuals, not including the three representatives from the developer and City staff.

Documentation summarizing the neighborhood meeting has been attached to the agenda item.

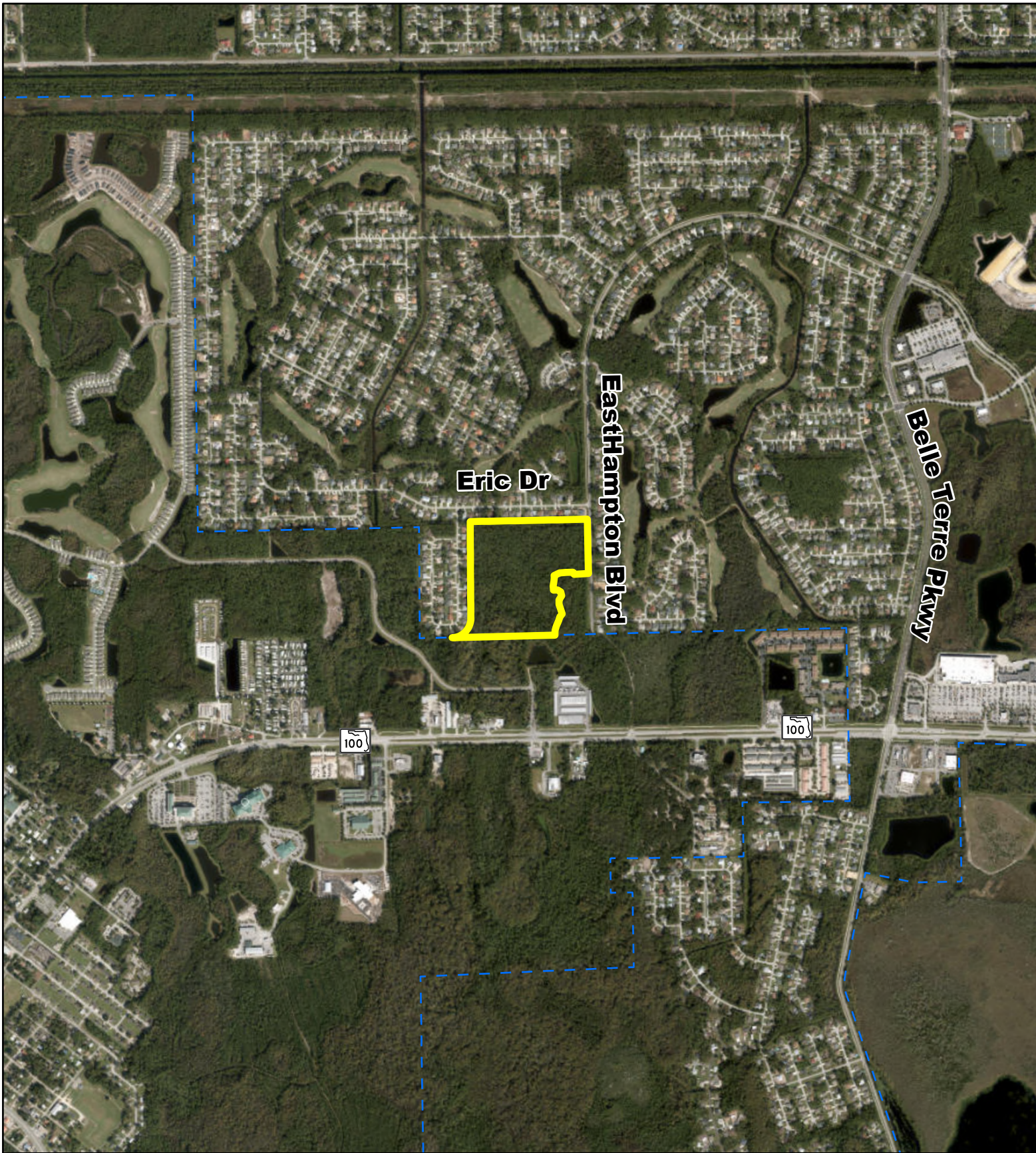
Staff additionally received two emails from the public requesting access to application materials on November 5, 2025, which staff provided on the same day. Staff has not received further public participation at this time.

PLANNING AND LAND DEVELOPMENT REGULATION

The Planning and Land Development Regulation Board reviewed this application at its regularly scheduled meeting at 5:30 PM on December 17th, 2025, and unanimously found it out of compliance with the Comprehensive Plan and recommended denial to the City Council.

RECOMMENDATION

The City Council may determine that the proposed MPD Amendment (Application No. 6302) is consistent with the Comprehensive Plan and approve the application or determine that the proposed MPD Amendment is not consistent with the Comprehensive Plan and deny the application.



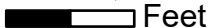
Distant Aerial

 Palm Coast City Limits

 Subject Property

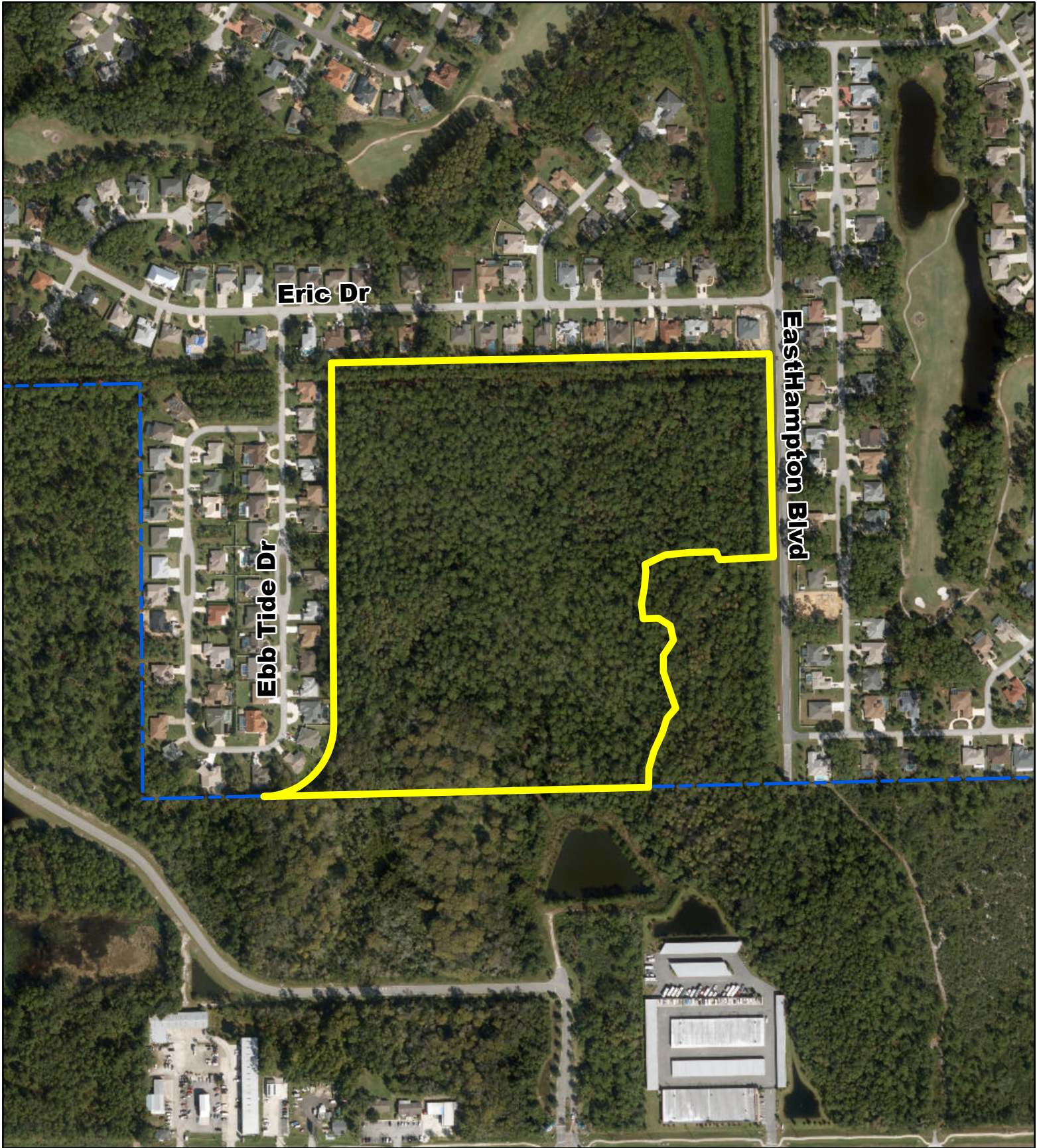


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Feet





Map Provided by the Planning Division

Date: 11/18/2025



Close Up Aerial

-  Palm Coast City Limits
-  Subject Property

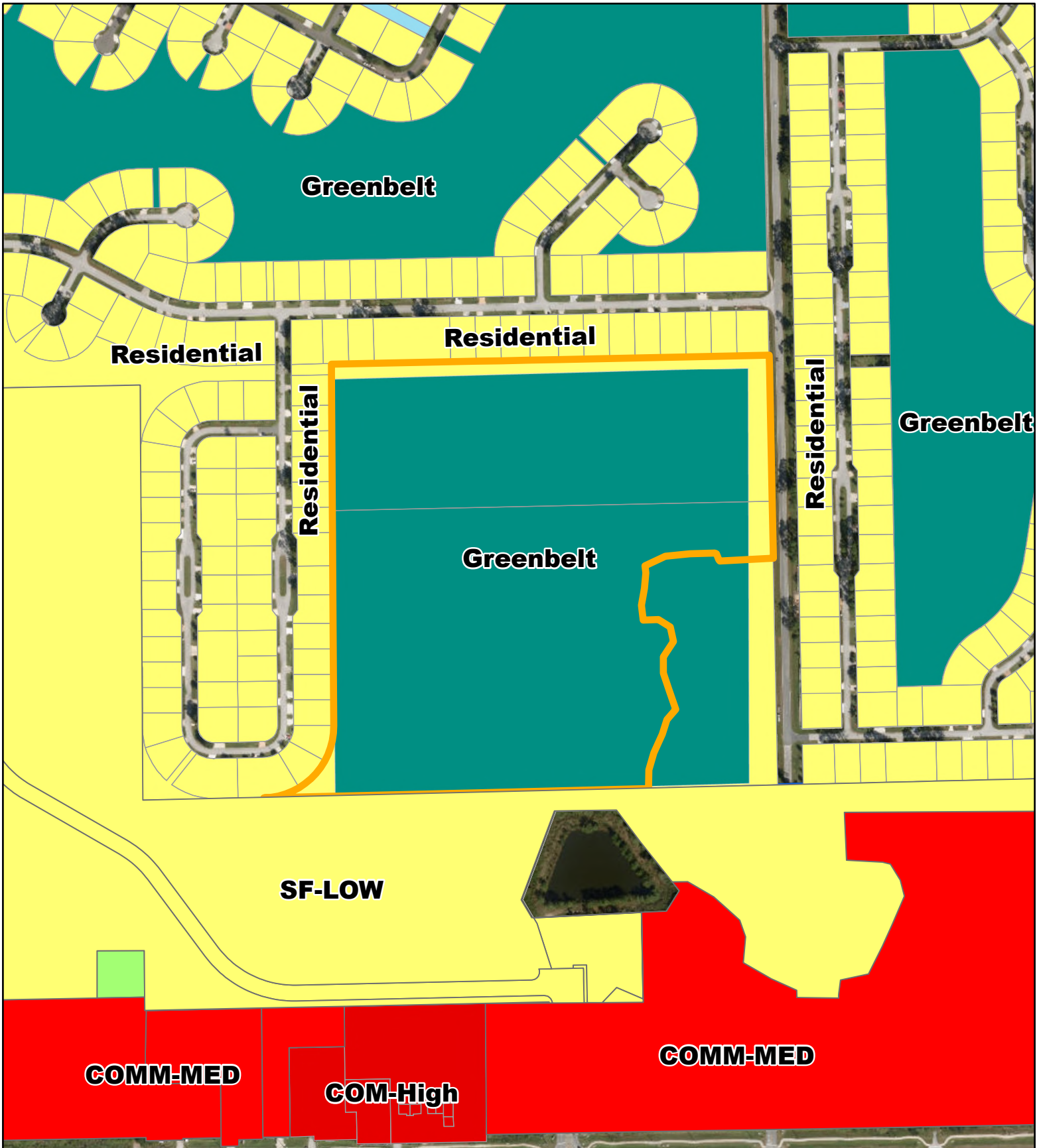


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Map Provided by the Planning Division

Date: 11/18/2025



Future Land Use Map

-  Palm Coast City Limits
-  Subject Property
- Palm Coast FLUM**
-  Canals
-  Greenbelt
-  Residential
- Unincorporated Flagler Future Land Use**
-  COMMERCIAL: HIGH INTENSITY
- Bunnell FLUM**
-  AG&S
-  COMM-MED
-  SF-LOW

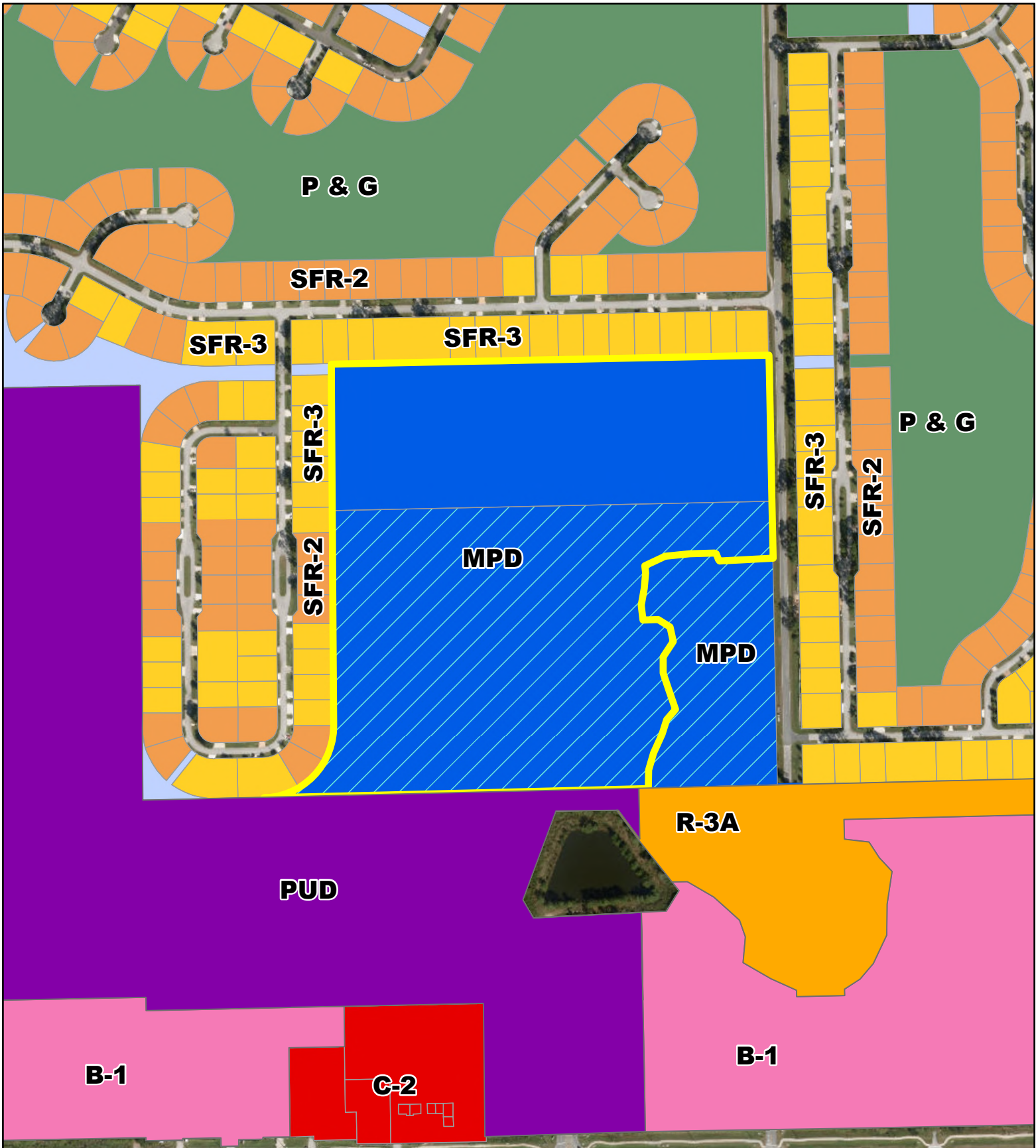


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Map Provided by the Planning Division

Date: 11/18/2025



Zoning Map

- Palm Coast City Limits
- Subject Property

Palm Coast Zoning Districts

- P & G
- PSP

- SFR-2
- SFR-3
- MPD, MPD post 11-16-08 designation
- C-2

Bunnell Zoning

- B-1
- PUD
- R-3A



Map Provided by the Planning Division

Date: 11/18/2025



June 6, 2025

City of Palm Coast

Re: Easthampton MPD Amendment

To whom it may concern,

Attached please find the following documentation in support of the amendment request for the Easthampton Master Plan Development Agreement.

1. Application form
2. Draft First Amendment to CP and HG Residential Lots LLC Master Development Agreement
3. Master site plan prepared by ETM
4. Property Owner Letter of Authorization
5. Affidavit of Corporate Identity/Authority

This request contemplates an increase in the maximum number of lots; a reduction in the minimum width and size of lots, and a reduction in the minimum side setback for street and interior.

Please contact me with any questions or need for additional information at 386-236-4272 or JStowers@icihomes.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "James A. Stowers", with a stylized flourish extending to the right.

James A. Stowers, Esq
Chief Development Officer



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

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

- A. PROJECT NAME:** Easthampton MPD Subdivision
- B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS):** West of Belle Terre Pkwy & North of Moody Blvd (west side of Easthampton Blvd)
- C. PROPERTY APPRAISER'S PARCEL NUMBER(s):** 07-11-31-7034-0A0T2-0010 and 07-11-31-7034-0A0T2-0000
- D. LEGAL DESCRIPTION:** _____ Subdivision Name; _____ Section; _____ Block; _____ Lot
- E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE:** 37.17 ac
- F. FUTURE LAND USE MAP DESIGNATION:** Greenbelt **EXISTING ZONING DISTRICT:** Palm Coast
OVERLAY DISTRICT: _____
- G. FLOOD ZONE:** X **COMMUNITY PANEL NUMBER:** _____ **DATE:** _____
- H. PRESENT USE OF PROPERTY:** _____
- I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):** Amendment to Master Plan Development Agr to add SFR-1 permitted uses, increase maximum number of lots from 58 to 71, change lot width to 50 ft for interior lots abutting lake and change lots along northerly and westerly perimeter to 60 ft wide
- J. PROPOSED NUMBER OF LOTS:** 71
- K. CHECK APPROPRIATE BOX FOR SITE PLAN:**
- Tier 1 (up to 40,000 sq. ft. / 40 units)
- Tier 2 (up to 100,000 sq. ft. / 100 units)
- Tier 3 (exceeding 100,000 sq. ft. / 100 units)
- L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:**
- _____
- M. WATER/SEWER PROVIDER:** _____
- N. IS THERE AN EXISTING MORTGAGE?** Yes No

Property Owner Letter of Authorization

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

Dear Planning Manager,

I/We, CP AND HG RESIDENTIAL LOTS, LLC being the (All property owners)

current property owner(s) of the property legally described as

Parcel # 07-11-31-7034-0A0T2-0010 & 07-11-31-7034-0A0T2-0000 and also described as

Subdivision Section, Block, Lot.

Street address None assigned - West side of Easthampton Blvd & south of Eric Dr.

Do hereby designate and authorize James A Stowers, Esq (name of authorized agent)

representing CP AND HG RESIDENTIAL LOTS, LLC (All property owners)

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

First amendment to Master Plan Development Agreement

(type of application)

Handwritten signature of Charlene B Irland

Signature of property owner

Print Name

Charlene B Irland, VP

Print Name

Print Name

NOTARY: This instrument was acknowledged before me on this by means of physical presence

or online notarization 2nd day of June, 2025 by

Charlene B Irland

who is/are personally known to me, or who

has/have produced as identification.

Handwritten signature of Beth Miller

Signature of Notary Public, State of Florida



(SEAL)

AFFIDAVIT OF CORPORATE IDENTITY/AUTHORITY

STATE OF FLORIDA

COUNTY OF VOLUSIA

COMES NOW, Charlene B Irland, being first duly sworn, who deposes and says:

- (1) That he/she is the Vice President, an officer of CP AND HG RESIDENTIAL LOTS, LLC corporation existing under the laws of the State of Florida.
- (2) That he/she is authorized to execute the following deeds or instruments on behalf of the above named corporation: CP AND HG RESIDENTIAL LOTS, LLC relating to the following described real property:
- (3) That this affidavit is made to induce the City of Palm Coast to accept the above described property.

Signature of owner OR person authorized to represent this application

Signature

Charlene B Irland

Print

NOTARY: This instrument was acknowledged before me on this by means of physical presence

or online notarization 2nd day of June, 2025 by

Charlene B Irland

who is/are personally known to me, or who

has/have produced _____

as identification.

Signature of Notary Public, State of Florida



(SEAL)



August 8, 2025

City of Palm Coast
Attn: Michael Hanson
Project Manager
160 Lake Avenue
Palm Coast, FL 32164

**RE: East Hampton Master Planned Development
(MPD) Amendment, AR Application Number
#6302**

Dear Mr. Hanson:

Enclosed herein please find the City of Palm Coast's Land Development Code analysis related to a proposed development order application. As you know, the East Hampton Master Planned Development was originally approved by the City of Palm Coast in 2012 and the property continues to have an existing and valid development order in place. With this application, we respectfully request review of a proposed amendment to the East Hampton Master Planned Development for such reasons as further discussed below. Please do not hesitate to reach out with any questions. We look forward to working with you on this amendment.

**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;*

The East Hampton MPD was approved by the City of Palm Coast in 2012. This amendment is to slightly modify the density and design criteria to better suit the current plans for the property. As such, the proposed modification to the MPD is not in conflict with, or contrary to, the public interest as the MPD was previously approved and this amendment does not modify the uses proposed for the site, which was and continues to be residential in nature, similar to the surrounding uses.

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

The East Hampton MPD was approved by the City of Palm Coast in 2012. This amendment is to slightly modify the density and design criteria to better suit the current plans for the property. As such, the MPD continues to be consistent with the Comprehensive Plan and complies with all applicable standards in the Land Development Code.

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

Chapter 1 Future Land Use Element:

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

This is an approved project adjacent to other areas with similar types of housing, which will discourage urban sprawl. This application represents an amendment to the approved project to slightly update certain standards within the MPD.

-Policy 1.1.4.2 – The Master Planned Development (MPD) zoning district shall allow residential housing types to be developed within existing residential development. Potential areas for MPDs are strategically located throughout the City to promote infill development and to maximize vehicular and pedestrian accessibility.

The property subject to the MPD will provide for a neighborhood community of residences with access to community amenities.

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

The existing and approved MPD is consistent with the above policy as the proposed residential community is located within an area of existing residential neighborhoods that are already serviced by nearby schools, grocery stores and gas stations thereby taking advantage of facilities servicing local areas.

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

The existing MPD was previously approved and located in an area where public facilities, infrastructure, and services already exist.

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

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

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

The project will not create issues that will threaten the City's inhabitants as the proposed land use

will be buffered from neighboring properties by appropriate landscape buffers as required in the LDC, and the project is a compatible use in the area.

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

This existing MPD complies, and the amendment to the same will continue to comply with, the development standards of the City's Land Development Code, the Comprehensive Plan, and the requirements of all other applicable agencies throughout the development process.

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

The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing the Master Planned Development Application.

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

As previously stated, the proposed application, which is an amendment to an approved development order, is consistent and furthers the goals and objectives of the Comprehensive Plan, which provides for cohesive residential development, compatible with existing surrounding uses.

B. Consistency with the general intent of the LDC.

The standards established in the amendment to the MPD are consistent with the general intent of the LDC.

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

The standards established in the amendment to the MPD are consistent with the general intent of the LDC.

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

The proposed amendment to the MPD is compatible with the neighboring properties, which are also residential in nature.

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

As noted, this project was already previously approved and at such time, it was determined that public infrastructure was adequate to serve the project. This amendment to the MPD will evolve through the same process to ensure the adequacy of available infrastructure to serve the project.

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

The project will be platted and as such, ensures that a cohesive approach is taken in terms of developing portions of each phase, as may be applicable.

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

Based on approval of the previous MPD, and traffic information to date, there is sufficient capacity to handle the project's traffic.

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

This is a modification to an existing approved development order to allow minor modifications to the design of the lots and unit count to provide for unified and optimal development for additional residential capacity in a growing area of Palm Coast.

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

The approved MPD and amendment to the same is compatible with the City's future land use and development standards.

J. Impact upon the environment or natural resources.

The amendment to the MPD does not further impact natural resources.

K. Impact on the economy of any affected area.

The amendment to the MPD itself does not impact the economy any more than the original approved MPD already provided for in terms of jobs during the construction of the project and providing quality housing for residents as well as an increased tax base for the City.

Sincerely,

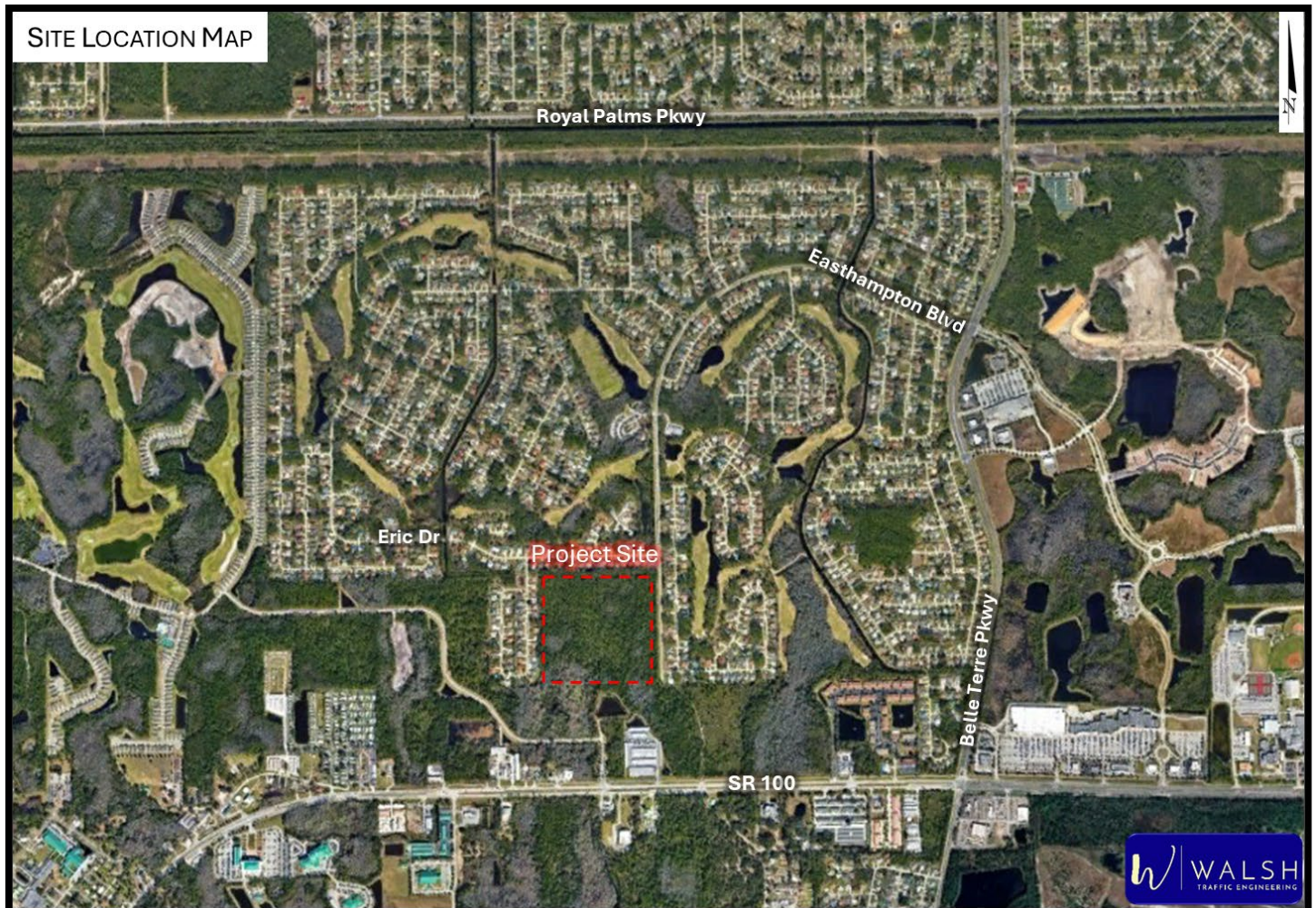
Richard D. Smith

Vice President of Development

MEMORANDUM

To: Mr. Phong Nguyen, PTP – Senior Planner, City of Palm Coast
From: Mr. Chris J. Walsh, P.E.
Date: August 18, 2025
Subject: Easthampton Trip Generation Evaluation – Palm Coast, Florida

Walsh Traffic Engineering, LLC (Walsh Traffic) has been retained to conduct a trip generation analysis relative to the proposed Easthampton housing development to be located on Easthampton Boulevard just south of Eric Drive in Palm Coast, Florida (see **Site Location Map** below). This property is already approved for 58 single-family detached dwelling units. However, it is now proposed to develop 71 units. The purpose of this memorandum is to demonstrate that the trip generation potential for the proposed development increase is below the City's/River to Sea TPO's trip thresholds for requiring a formal traffic impact analysis.





Trip Generation

A trip generation analysis was conducted using trip generation rates and equations from ITE’s *Trip Generation Manual, 11th Edition*. Based on Land Use Code 210 (Single-Family Detached Housing), the proposed increase in units is projected to generate 125 total daily trips, 10 total AM peak-hour trips (3 in, 7 out) and 12 total PM peak-hour trips (7 in, 5 out).

Trip Generation Difference for Easthampton

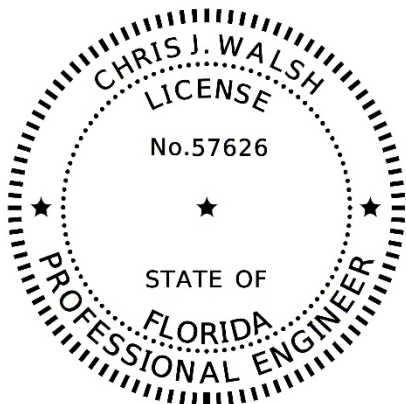
Land Use	ITE Land Use Code	Intensity	Daily		
			Total Trips		
			In	Out	Total
Single-Family Detached (Approved)	210	58 DU	306	305	611
Single-Family Detached (Proposed)	210	71 DU	368	368	736
Trip Increase			62	63	125

Land Use	ITE Land Use Code	Intensity	AM Peak Hour		
			Total Trips		
			In	Out	Total
Single-Family Detached (Approved)	210	58 DU	11	34	45
Single-Family Detached (Proposed)	210	71 DU	14	41	55
Trip Increase			3	7	10

Land Use	ITE Land Use Code	Intensity	PM Peak Hour		
			Total Trips		
			In	Out	Total
Single-Family Detached (Approved)	210	58 DU	38	22	60
Single-Family Detached (Proposed)	210	71 DU	45	27	72
Trip Increase			7	5	12

Per the River-to-Sea TPO’s TIA Guidelines, a TIA is required for developments generating 1,000 or more two-way daily external trips on a weekday or 100 or more peak hour two-way external trips. Based on the trip generation analysis above, the trips associated with the proposed additional 13 residential units are well below these thresholds.

You may contact us at (386) 801-5682 should you have any questions.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES



Attachments



BOARD OF EDUCATION

September 2, 2025

William Furry
Chairman
District 2

Mr. Richard D. Smith
CP and HG Residential Lots, LLC
2379 Beville Rd
Daytona Beach, FL 32119

Christy Chong
Vice Chairman
District 4

RE : #25-010 – East Hampton of Palm Coast – City of Palm Coast

Derek Barrs
Board Member
District 1

Dear Mr. Smith:

Janie Ruddy
Board Member
District 3

The district received your request for a School Capacity Reservation for the proposed residential development known as East Hampton of Palm Coast located on Easthampton Blvd in the City of Palm Coast. The project is planned for seventy-one (71) single family dwelling units on 37.11± acres of land.

Lauren Ramirez
Board Member
District 5

After careful review, findings indicate that Buddy Taylor Middle that serves the area is currently over capacity. The adjacent middle school attendance boundary, Indian Trails Middle, is also similarly over capacity. Flagler Palm Coast High is also over capacity; and even with the adjacency, Matanzas High will not be able to absorb the additional capacity needs for the proposed development (see attached School Impact Analysis as of August 29, 2025). The impact of East Hampton on the district's educational facilities is as follows:

Dani Nieves
Student School Board Member
Flagler-Palm Coast
High School

Jeh-Hanni Strong Jaimes
Student School Board Member
Matanzas High School

School	# of Students Generated	Current Level of Service (LOS) with Reserved Capacity	Impact to LOS
Bunnell Elementary	6	99.0%	99.4%
Buddy Taylor Middle	4	113.1%	113.4%
Flagler Palm Coast High	6	133.7%	134.0%

Kristin Bozeman
Principal of the Year
Matanzas High School

Amanda Kraverotis
Assistant Principal of the Year
Flagler-Palm Coast
High School

Brandy Anderson
Teacher of the Year
Indian Trails Middle School

Brande Martz
Employee of the Year
Wadsworth Elementary School

A proportionate share mitigation agreement will be required prior to any final plat approval. The mitigation for four (4) middle school student stations and six (6) high school student stations will be capped at the lesser of the total impact fees for the development or the proportionate share total (see Mitigation Analysis, August 2025). Please note that student station cost factors change monthly and are calculated at the time a mitigation application is received and deemed complete by the district. The development will receive impact fee credit vouchers for all proportionate share mitigation payments.

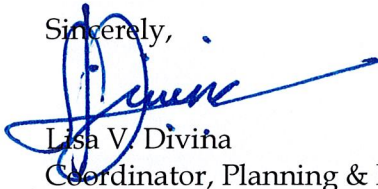
LaShakia Moore
Superintendent

(Continued on page 2)

Should you desire to pursue a mitigation agreement, you will need to submit a request in writing along with the mitigation application and fee of \$2,500.00 made out to Flagler County Public Schools.

Please feel free to contact me at (386) 586-5192 ext. 1313, should you need additional information.

Sincerely,



Lisa V. Diviña
Coordinator, Planning & Intergovernmental Relations
FCSBPlanner@flaglerschools.com

CC: LaShakia Moore, Superintendent of Schools, Flagler County Schools
Dave Freeman, Chief of Operational Services, Flagler County Schools
Damaris Ramirez, Site Development Coordinator II, City of Palm Coast
Project File

Project ID: 25-010

Report Date: August 29, 2025 Expires: February 25, 2026

Project Name: East Hampton of Palm Coast Jurisdiction: Palm Coast

Number of Units:	Single Family:	71
	Multi Family:	0
	Mobile Home:	0

Concurrence	School Level	Elementary	Middle	High
	MSID:	0022	0011	0091
	School:	Bunnell	Buddy Taylor	Flagler Palm Coast
	Adopted LOS	100%	100%	100%
Existing & Reserved Capacity Analysis				
Permanent Capacity	1,579	1,630	2,503	
Enrollment	991	1,311	2,539	
Actual Utilization	62.8%	80.4%	101.4%	
Available Permanent Seats	588	319	(36)	
Reserved Capacity	572	533	808	
Utilization	99.0%	113.1%	133.7%	
Available Seats	16	(214)	(844)	
Impact of Proposed Development				
Students Generated	6	4	6	
Adjusted Utilization	99.4%	113.4%	134.0%	
Adjusted Available Seats	10	(218)	(850)	
Initial Results: Permanent FISH	UNDER CAPACITY	OVER CAPACITY	OVER CAPACITY	
Portable Capacity Impact Adjustment				
Total School Capacity	1,579	1,749	2,612	
Adjusted Utilization	99.4%	105.7%	128.4%	
Adjusted Available Seats	10	(218)	(850)	
Number of Seats to Mitigate	0	4	6	
Final Results: Total Capacity	UNDER CAPACITY	OVER CAPACITY	OVER CAPACITY	

Adjacency (if Required)	School Level	Elementary	Middle	High
	MSID:	0051	0401	0090
	Adjacent School(s):	Rymfire	Indian Trails	Matanzas
	Existing & Reserved Capacity Analysis			
Permanent Capacity	1,545	1,609	2,580	
Enrollment	956	1,441	2,103	
Adopted LOS	100%	100%	100%	
Available Permanent Seats	589	168	477	
Reserved Capacity ***	133	758	1,151	
Utilization	70.5%	136.7%	126.1%	
Available Seats ***	456	(590)	(674)	
Impact of Proposed Development				
Students Generated	6	4	6	
Adjusted Utilization	70.9%	136.9%	116.5%	
Adjusted Available Seats ***	450	(594)	(680)	
Initial Results: Permanent Capacity	UNDER CAPACITY	OVER CAPACITY	OVER CAPACITY	
Portable / Capacity Impact Adjustment				
Total School Capacity	1,545	1,609	2,580	
Adjusted Utilization	70.9%	136.9%	126.4%	
Adjusted Available Seats ***	450	(594)	(680)	
Number of Seats to Mitigate	0	4	6	
Final Results: Total Capacity	UNDER CAPACITY	OVER CAPACITY	OVER CAPACITY	

Notes	Elementary	Middle	High
TOTAL ELEMENTARY	610		
TOTAL MIDDLE SCHOOL		-323	
TOTAL HIGH SCHOOL			-778

ALL MIDDLE AND HIGH SCHOOLS ARE OVER CAPACITY & REQUIRE MITIGATION

CMTT Flagler 2025

*** Student Stations may be reserved by another CSA

If TOTAL school level is over capacity then all seats must be mitigated at that level

East Hampton of Palm Coast	ES: Bunnell				MS: Buddy Taylor				HS: Flagler Palm Coast				TOTAL PROPORTIONATE SHARE
CMTT: Proportionate Share Calculator	ES Single Family	ES Multifamily	ES Mobile Home	ES Total	MS Single Family	MS Multifamily	MS Mobile Home	MS Total	HS Single Family	HS Multifamily	HS Mobile Home	HS Total	
Project Overview	UNDER CAPACITY				OVER CAPACITY				OVER CAPACITY				
Housing Units Proposed	71	0	0	71	71	0	0	71	71	0	0	71	
(x) Generation Rate	0.084	0.037	0.059		0.049	0.017	0.031		0.079	0.025	0.051		
(=) Development Impact (Total # Students Generated)	6	0	0	6	4	0	0	4	6	0	0	6	16
(-) Available Seats				610									0
(=) Net Dev. Impact (# Student Stations to Mitigate)				0				4					6
(x) Total Cost (per Student Stations)				\$ 28,824				\$ 31,463				\$ 40,868	10
(=) Proportionate Share				\$ -				\$ 125,852				\$ 245,208	\$ 371,060

Impact Fee Credit Calculation	Single Family	Multi Family	Mobile Home	Total
Total Residential Units	71	0	0	71
(x) Impact Fee Rate	5,450	1,360	2,150	
(=) Impact Fee Credit Maximum	386,950	0	0	386,950

Total Impact Fees	386,950	0	0	386,950
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Proportionate Share Summary		Prop Share
(=) Proportionate Share Total		\$ 371,060
Maximum Impact Fee Credit (Included in Proportionate Share)		\$ 386,950

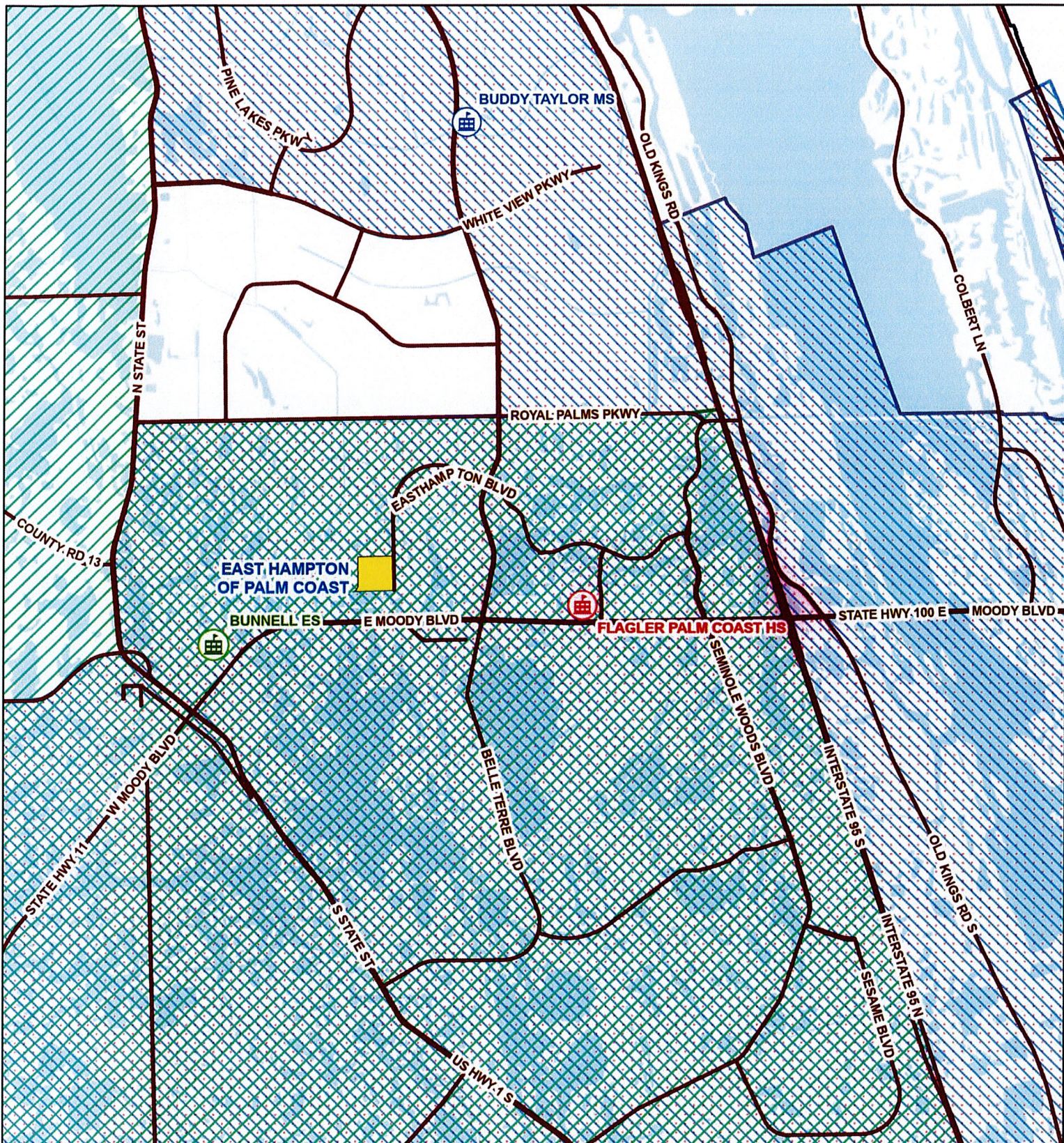
(Proportionate share total not to exceed Max Impact Fee Credits)
(Impact Fee Credits may be applied in the form of Vouchers)

Generation Rates Utilized May 2024
 Student Station Cost Factors (OEDP, DOE) August 2025
 Student Station Cost August 2025 **Please Note: Student station costs change monthly**
 Impact Fee Rate October 2022

PAYMENT SUMMARY	
Total Fiscal Impact of Project	\$ 371,060
Proportionate Share	\$ 371,060
Estimated Total Impact Fees*	\$ 386,950
Maximum Impact Fee Credit	\$ 386,950





NOTE: Use Estimated Total Impact Fees if Proportionate Share amount is more than the impact fees

*Based on current adopted impact fee rate.
 Impact fees are subject to change.



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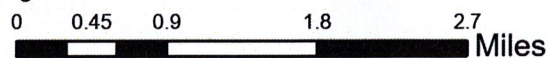
SCHOOL CONCURRENCY REVIEW EAST HAMPTON OF PALM COAST

-  East Hampton of Palm Coast
-  Elementary School
-  Middle School
-  High School

-  ES School Zone
-  MS School Zone
-  HS School Zone
-  Thoroughfares



This map product is not suitable for legal, engineering, or surveying purposes. Users should review or consult the primary data and information sources to ascertain usability of the information. For additional mapping information, please contact the Planning & Intergovernmental Relations office at (386) 586-5192 x1313.





November 26, 2025

Michael Hanson, Senior Planner
City Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Re: East Hampton Master Planned Unit Development
AR6302

Dear Mr. Hanson:

This letter provides a formal summary of the neighborhood information meeting held on November 20, 2025, regarding the proposed modification to the East Hampton Development Agreement to allow the addition of 13 residential lots. Please note, the East Hampton project presently holds certain development rights, including the right to construct 58 residences. This current proposal provides for minor adjustments to the maximum number of homes, minimum lot size of the homes, and updates to the design standards so the project better fits today's plans and conditions. The attendance sheet signed by meeting participants is attached.

As noted during the meeting, many of the comments offered by attendees reflected general concerns about development within the City of Palm Coast as a whole, rather than concerns specific to the East Hampton project or to the limited modification being proposed. Attendees also expressed familiarity with ICI Homes and its long-standing reputation for quality construction and community development. The East Hampton project is an infill, modernized residential project. This proposal is a modification to an approved development order.

The following provides an overview of the questions raised at the meeting along with our corresponding responses.

1. How will the proposed modification affect drainage on surrounding properties?

The project is required to comply with all modern City and State stormwater design regulations. Unlike many older parts of Palm Coast-constructed prior to the benefit of today's engineered stormwater systems-this project must meet stringent standards ensuring that stormwater is properly retained, treated, and managed on-site. As a result, no adverse drainage impacts to adjacent properties are permitted or expected.

2. What impact will the additional lots have on existing wildlife?

The 13 additional lots will be located within the already approved development footprint. All environmental and wildlife-related requirements will be met, and no protected species concerns have been identified that would limit development within this previously entitled area.

3. **Will the proposed lot sizes or home sizes be inconsistent with the surrounding neighborhood?**

The proposal remains consistent with the previously approved master development plan and is compatible with surrounding residential patterns and larger than the 40 foot lots in nearby Grand Reserve. Additionally, the anticipated homes within East Hampton are expected to be of significantly higher value than the current Palm Coast average, contributing positively to both neighborhood character and long-term property values.

4. **Will the homes be constructed using frame construction rather than concrete block?**

Final construction materials have not yet been determined at this stage. Both frame and block construction methods are permitted under Florida's stringent building codes. The specifics of construction type will be resolved during building permit review and will comply with all applicable regulations.

5. **How will the project affect traffic, particularly at the Belle Terre and East Hampton intersection?**

A traffic analysis has been completed and indicates that the addition of only 13 homes will generate a de minimis increase in traffic volumes. The minor increase in vehicular trips does not materially affect the performance of the surrounding road network or the nearby intersections.

6. **Will the project create a new road connection to State Road 100?**

No. The project does not include any road connection to SR 100, and the development team does not own or control the properties that would be necessary to establish such a connection.

7. **Will the project create a new road connection to US 1?**

Similarly, no connection to US 1 is proposed or feasible. The project does not involve any adjacent land that would be required to create such a roadway link.

8. **Why are homes allowed to be constructed up to a maximum height of 35 feet?**

The 35-foot height limit is established by the City's zoning regulations and is consistent with the height allowances already applicable within the approved development.

9. **Is there adequate water and sewer capacity to support the additional lots?**

City regulations require verification of sufficient utility capacity before construction may proceed. All required reviews will occur during the City's normal engineering and utility approval processes. The addition of 13 lots does not avoid or alter these regulatory requirements.

10. Will there be streetlights installed within the modified portion of the development?

Details regarding streetlighting are determined during the engineering and platting stages, not during land-use entitlement. The City will review and approve any and all lighting plans at the appropriate stage of development.

11. What amount of landscape buffering will be provided?

This project exceeds the minimum landscape buffers in the City's code. The north and west side of the project have a 25-foot landscape buffer. Further, all required buffers will be designed in accordance with the City's Land Development Code. The modification does not reduce any required buffers.

12. What will be the size of the homes to be constructed?

Final home sizes are determined during home design and permitting. Minimum square footage under air will remain 1,200 sq. ft. However, the homes are expected to be substantial in scale and of significantly higher value than the overall average home value within Palm Coast.

13. Will fences be installed around certain areas of the project?

If a fence or gate are incorporated into the project, such locations and designs are determined during detailed engineering and must comply with all applicable City codes. These elements are not finalized at this stage of approval.

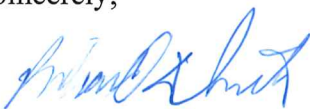
14. How will construction vehicle access be handled?

Construction access routes and related traffic management requirements will be addressed during the engineering and permitting process. All construction traffic will be required to comply with City-approved access and safety standards.

We appreciate the opportunity to meet with residents and to respond to their questions. As reflected above, the majority of concerns expressed were not specific to this limited modification but were broader comments about development trends throughout the City of Palm Coast. The proposed addition of 13 lots remains consistent with the approved development plan and is fully subject to the City's regulatory oversight, including stormwater, traffic, utility, engineering, and permitting requirements.

Please let us know if any additional information or clarification is needed.

Sincerely,



Richard D. Smith
Vice President of Land Development



NOTICE TO OWNERS – NEIGHBORHOOD MEETING

Applicant Name: CP & HG Residential Lots, LLC

Project Address: 17 Easthampton Blvd, Palm Coast, FL 32164

Parcel Number: 07-11-31-7034-0A0T2-0010 & 07-11-31-7034-0A0T2-0000

CP & HG Residential Lots, LLC is the owner of certain property located at 17 Easthampton Boulevard in Palm Coast, FL 32164. Such property has an existing development order for single family residential housing, as further described below:

East Hampton Master Planned Development: A Master Planned Development approved by the City of Palm Coast in 2012, located North of Moody Blvd and West of Belle Terre Pkwy, totaling 29 +/- acres.

The owner has submitted an application to the City of Palm Coast to update the previously approved Master Planned Development Agreement to modify the density and site design criteria to conform with the current proposed site plan for the property.

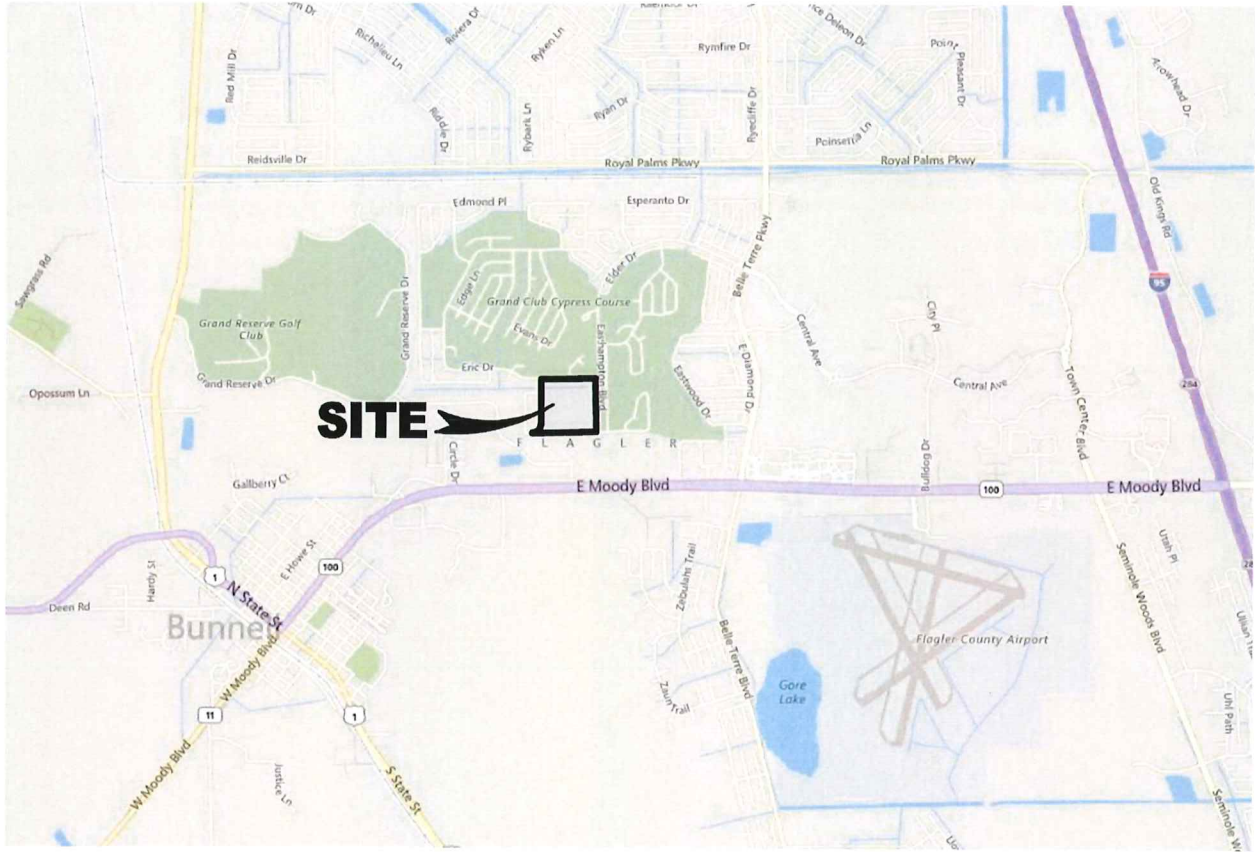
Thursday, November 20, 2025 – 5:30pm
Hilton Garden Inn Palm Coast
55 Town Center Blvd, Palm Coast, FL 32137

A representative from the City of Palm Coast Planning Department and ICI Homes will be available to answer any questions you may have. This meeting is open to the public.

Please see attached exhibits for the project location.

Exhibit "A"

Vicinity Map

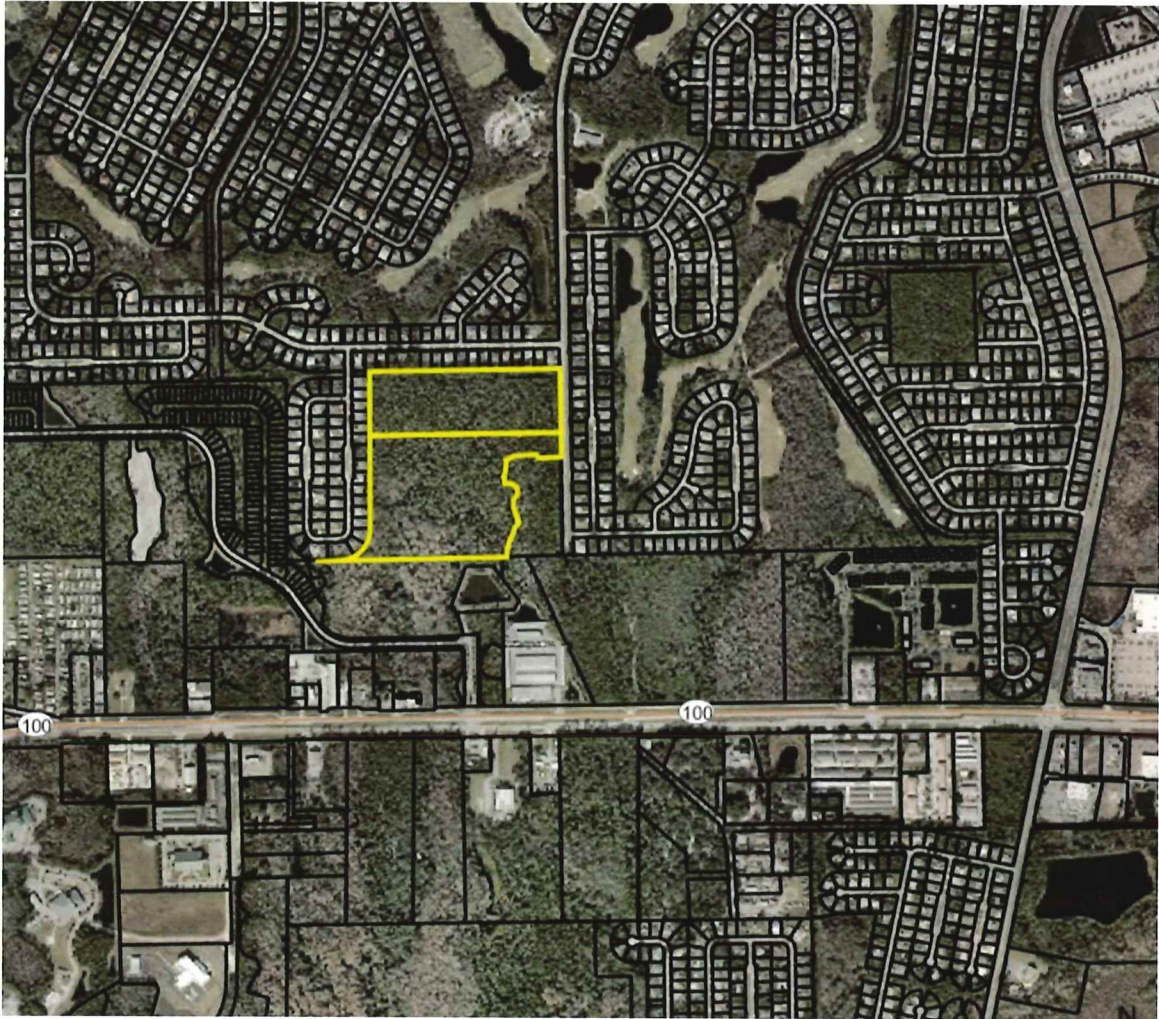


ICI Homes

2379 Beville Road, Daytona Beach, FL 32119 • Voice 386.788.0820 • www.ICI Homes.com

Exhibit "B"

Aerial of Site



ICI Homes

2379 Beville Road, Daytona Beach, FL 32119 • Voice 386.788.0820 • www.ICIHomes.com

ABDALLA THOMAS F & CHRISTINE M H&W 45 EGAN DRIVE PALM COAST, FL 32164	ADRIAN JAMES & DEBRA D. WILKE ADRIAN 28 EBB TIDE DRIVE PALM COAST, FL 32164	ALVAREZ EUGENIO M 26 HARVEST HILL LANE STAMFORD, CT 06905
ANDREY CHEPELKIN & YELIZAVETA HORTON JTWROS 62 EBB TIDE DR PALM COAST, FL 32164	BAEZA ANTONIO & LORRAINE R H&W 48 EGAN DR PALM COAST, FL 32164	BELL JOHN THOMAS JR & DEANNA I TRUSTEES 10 EBB TIDE DRIVE PALM COAST, FL 32164
BENNETT TYLER B & NETTE SUE NETTLES JTWROS 200 ERIC DRIVE PALM COAST, FL 32164	BROWN DOUGLAS E 3 EBB TIDE DR PALM COAST, FL 32164	CHALMERS VIRGINA R 51 EBB TIDE DRIVE PALM COAST, FL 32164
CITY OF PALM COAST 160 LAKE AVENUE PALM COAST, FL 32164	CLEVER MATTHEW DAVID & BEVERLY M 8 EBB TIDE DRIVE PALM COAST, FL 32164	COMRIE HECTOR H 18 EBB TIDE DRIVE PALM COAST, FL 32164
CONNORS CHRISTOPHER & LUCIA CONNORS TIC 62 BRITTLE LANE HICKSVILLE, NY 11801	COONEY THOMAS & PHYLLIS CORCORAN H&W 192 ERIC DRIVE PALM COAST, FL 32164	COOPER GARY LEE & DAWN MARIE H&W 26 EBB TIDE DRIVE PALM COAST, FL 32164
CP AND HG RESIDENTIAL LOTS LLC 2379 BEVILLE RD DAYTONA BEACH, FL 32119	CP AND HG RESIDENTIAL LOTS LLC 2379 BEVILLE ROAD DAYTONA BEACH, FL 32119	CRAIG ALEXANDER J & BRITTANY K CRAIG H&W 28 N VILLAGE PKWY PALM COAST, FL 32137
CROSS NANCY 202 ERIC DRIVE PALM COAST, FL 32164	CUNNINGHAM KENNETH J II & MARIA L H&W PO BOX 874361 WASILLA, AK 99687	CYPRESS KNOLL GOLF & COUNTRY CLUB LLC 82 ETHAN ALLEN DRIVE PALM COAST, FL 32164
DANIEL P FENNEL & CARMENZA VILLEC H&W LIFE ESTATE 31 EGAN DRIVE PALM COAST, FL 32164	DE FROSCIA ROBERT & ANGELA H&W LIFE ESTATE 24 EBB TIDE DRIVE PALM COAST, FL 32164	DE SOUSA FERNANDA P & DE SOUSA DELFIM R & CANDIDA H&W 28 EGAN DRIVE PALM COAST, FL 32164
DEER RUN CDD 219 E LIVINGSTON ST STE 1 ORLANDO, FL 32801	DOIDGE THOMAS R & SUE H&W 198 ERIC DR PALM COAST, FL 32164	DR HORTON INC- JACKSONVILLE 4220 RACE TRACK ROAD ST JOHNS, FL 32259
FERRO ROBERT J & TAMMY L H&W 137 ELEANOR ROAD MANCHESTER, NJ 08759	FHAGEN CHARLES 5 EBB TIDE DR PALM COAST, FL 32164	FLORIDA SUN PARTNERS II LLC P O BOX 770279 ORLANDO, FL 32877

FRANKLIN MICHAEL & MICHAEL H&W LI
41 EGAN DRIVE
PALM COAST, FL 32164

GAN RICHARD & JANET H&W
25 EGAN DR
PALM COAST, FL 32164

GEORGE DAVID LEWIS
LIFE ESTATE
C/O RYAN LLC PO BOX 460329 DEPT 90
HOUSTON, TX 77056

GOLDBERG RONALD & JULIA M
TRUSTEES
186 ERIC DRIVE
PALM COAST, FL 32164

GRUTZNER PAUL T
152 CHIEF NIMHAM CIR
CARMEL, NY 10512

GRUTZNER PAUL T
43 EBB TIDE DRIVE
PALM COAST, FL 32164

HAFNER RAYMOND
23 EBB TIDE DRIVE
PALM COAST, FL 32164

HARBIN MARK & KELLEY H&W
46 EBB TIDE DRIVE
PALM COAST, FL 32164

HARDIE HOWARD & DOREEN H&W LIFE
12 EBB TIDE DRIVE
PALM COAST, FL 32164

HARRISON YELIZAVETA &
ANDREY CHEPELKIN
62 EBB TIDE DRIVE
PALM COAST, FL 32164

HENSBERGER MARK ANTHONY
& CLAUDIA ANN BENTLEY HENSBERGE
29 EBB TIDE DRIVE
PALM COAST, FL 32164

HINKSON CORAL & OTTO
H&W
194 ERIC DRIVE
PALM COAST, FL 32164

HORNE STEVEN L
906 TRUMAN HIGHWAY
HYDE PARK, MA 02136

KELLER HENRY A & MARIA I H&W
50 EBB TIDE DRIVE
PALM COAST, FL 32164

KOSTEK TADEUSZ &
ALICE E H&W
7500 PLANTATION CLUB DRIVE
JACKSONVILLE, FL 32244

KRUTOYARSKY STANLY &
ELINA POLONSKY H&W
28 MANOR ROAD
LIVINGSTON, NJ 07039

KUO HWANG-REN & MEI-YNG &
KUO PHILBERT H & PHILLIP H
203 PARK ROAD
PORTSMOUTH, VA 23707

LANDON DALE E & EVELYN D
TRUSTEES
155 N PALMETTO AVE
FLAGLER BEACH, FL 32136

LAROSA STEVEN J
22 EGAN DR
PALM COAST, FL 32164

LENZ LEVI &
BRITANY AMC
9 EBB TIDE DRIVE
PALM COAST, FL 32164

LISANDRILLO ROBERT M
26 EGAN DRIVE
PALM COAST, FL 32164

LIVRY MARIA
TRUSTEE
40 ESSINGTON LANE
PALM COAST, FL 32164

LUNSFORD STEPHEN DENNIS &
SUSAN KAY LUNSFORD TRUSTEES
53 EBB TIDE DRIVE
PALM COAST, FL 32164

MARKEY DAVID F & LINDA L
SPILLING-MARKEY H&W
29 EGAN DRIVE
PALM COAST, FL 32164

MAUL CHRISTOPHER & CARLA
KOSHNIK JTWROS
47 EBB TIDE DRIVE
PALM COAST, FL 32164

MAY GENNADIY & NATALIE BYKOVA H&W
5452 HALBRENT AVE
SHERMAN OAKS, CA 91411

MEDEIROS MARIA
LIFE ESTATE
54 EBB TIDE DR
PALM COAST, FL 32164

MEIER AARON W & KRISTY C H&W
206 ERIC DR
PALM COAST, FL 32164

METELKINE IOURI
200 CANOPY WALK LN APT 233
PALM COAST, FL 32137

MEZINI GENCI & TATJANA MEZINI
H&W & GLEDIS MEZINI & ANISA MEZINI
71 FELLS AVE
MEDFORD, MA 02155

MIGLIORE CALOGERO TRUSTEE
AKA CHARLES MIGLIORE
78-07 82ND STREET
GLENDALE, NY 11385

MILLER ANN M
55 EBB TIDE DRIVE
PALM COAST, FL 32164

MOHR AMANDA
33 EBB TIDE DRIVE
PALM COAST, FL 32164

MOYER GEORGE HAUSMAN III
& SANDRA DEE H&W
60 EBB TIDE DR
PALM COAST, FL 32164

MURPHY JOEL J & RENEE H H&W
172 ERIC DRIVE
PALM COAST, FL 32164

OLIVEIRA HELIO
& JORGINA P AMARAL H&W
57 EBB TIDE DRIVE
PALM COAST, FL 32164

OLIVER MARCELO
& KRISTEN OLIVER H&W
23 EGAN DRIVE
PALM COAST, FL 32164

OWCZARCZYK MARCIN & IZABELA
H&W
44 EGAN DRIVE
PALM COAST, FL 32164

PABST MARYANN
176 ERIC DRIVE
PALM COAST, FL 32164

PALICIO MARIA D
LIFE ESTATE
196 ERIC DRIVE
PALM COAST, FL 32164

PAPA JOSE G & KELLY A H&W
16 EBB TIDE DRIVE
PALM COAST, FL 32164

PEREIRA FERNANDO J & ILDA
COSTA PEREIRA H&W
44 EBB TIDE DR
PALM COAST, FL 32164

PEREIRA JOSE A & IDALINA SOUSA
170 ERIC DR
PALM COAST, FL 32164

PHAM JONATHAN
40 EGAN DRIVE
PALM COAST, FL 32164

PHILLIPS KARYN PAIGE
TRUSTEE
43 EGAN DRIVE
PALM COAST, FL 32164

POLO JOSHUA
38 EGAN DRIVE
PALM COAST, FL 32164

PRECISION CUSTOM BUILDERS OF NO
7755 SOUTH US 1
BUNNELL, FL 32110

REIS ARMANDO & MARIA L REIS
& JOSE A & ELIZABETH M SEQUEIRA TR
5035 NW 57 TERRACE
CORAL SPRINGS, FL 33067

REIS MARIA L & ARMANDO &
ELISABETH M & JOSE A SEQUEIRA TR
5035 NW 57TH TERRACE
CORAL SPRINGS, FL 33067

RINGE LONNIE & DONNA H&W
5 MARION DR
MORICHES, NY 11955

ROBINSON DAVID & LUCINDA RUTH
ROBINSON H&W
52 EBB TIDE DRIVE
PALM COAST, FL 32164

RUSSO PATRICK M & SUSAN L
H&W
27 EBB TIDE DR
PALM COAST, FL 32164

SARMIENTO VICTOR L S &
ADELAIDA M SARMIENTO H&W & VIDA
21 EBB TIDE DRIVE
PALM COAST, FL 32164

SCHMIDT GINA M
LIFE ESTATE
19 EBB TIDE DRIVE
PALM COAST, FL 32164

SERRANO HARVEY W
25 EBB TIDE DR
PALM COAST, FL 32164

SMOKER ALLEN G & SUSAN E H&W
34 EGAN DR
PALM COAST, FL 32164

SOUSA JOHN & MARIA H&W
16 FOX HUNT RD
SHELTON, CT 06484

SR 100 LLC
600 PACKARD COURT
SAFETY HARBOR, FL 34695

ST LAURENT-LEAHAN GERMAINE &
WILLIAM J LEAHAN W&H
42 EBB TIDE DRIVE
PALM COAST, FL 32164

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
719 S WOODLAND BLVD
DELAND, FL 32720

STAVRU THEODORE J & GAIL E
H&W LIFE ESTATE
58 EBB TIDE DRIVE
PALM COAST, FL 32164

STELMACK MICHELLE TERESA
30 EGAN DR
PALM COAST, FL 32164

STEWART JAMES F & MARIA E H&W
184 ERIC DRIVE
PALM COAST, FL 32164

STOR-IT SELF STORAGE PALM
COAST LLC
1293 NORTH US 1, STE 3
ORMOND BEACH, FL 32174

STRAUSS IRA J &
LAURA H&W
11 EBB TIDE DRIVE
PALM COAST, FL 32164

TERESO MARIA
LIFE ESTATE
37 EBB TIDE DRIVE
PALM COAST, FL 32164

THELWELL KEITH
LIFE ESTATE
20 EBB TIDE DRIVE
PALM COAST, FL 32164

THOMAS ROBERT W
LIFE ESTATE
17 EBB TIDE DRIVE
PALM COAST, FL 32164

THOMAS WENDELL J
33 EGAN DR
PALM COAST, FL 32164

TUGGLE JOHN E
204 ERIC DRIVE
PALM COAST, FL 32164

VENUTI DONNA M & JOSEPH A H&W
188 ERIC DR
PALM COAST, FL 32164

WALKER HOWARD WAYNE & MISTY
LYNN WALKER H&W TRUSTEES
2 EGRET TRAIL
PALM COAST, FL 32164

WHEELER JOHN KENNETH
DIANE H&W
174 ERIC DR
PALM COAST, FL 32164

WILLIAMSON DELPHINE
190 ERIC DRIVE
PALM COAST, FL 32164

YOURIE RALPH & DIANE M YOURIE
22 EBB TIDE DRIVE
PALM COAST, FL 32164

AKIMOV SEAN
2527 AMATI DRIVE
KISSIMMEE, FL 34741

ALVAREZ EUGENIO M
26 HARVEST HILL LANE
STAMFORD, CT 06905

BEAVERS GARY & PATRICIA H&W
2 EISENHOWER COURT
PALM COAST, FL 32164

BELL JOHN THOMAS JR & DEANNA I
TRUSTEES
10 EBB TIDE DRIVE
PALM COAST, FL 32164

BENNETT TYLER B
& NETTE SUE NETTLES JTWROS
200 ERIC DRIVE
PALM COAST, FL 32164

BEST DONNA & REGINALD W&H
19 EGAN DRIVE
PALM COAST, FL 32164

BILLINGSLEY IRA S & JULIE A
H&W TRUSTEES
2217 SALT GRASS TRAIL
CONROE, TX 77384

BLONDER SALLY L & FREDERICA LEWIS
201 ERIC DR
PALM COAST, FL 32164

BROWN DOUGLAS E
3 EBB TIDE DR
PALM COAST, FL 32164

CHAPMAN RICHARD A & BARBARA A
ONEILL JTWROS
193 ERIC DRIVE
PALM COAST, FL 32164

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

CLEVER MATTHEW DAVID & BEVERLY M
8 EBB TIDE DRIVE
PALM COAST, FL 32164

COMRIE HECTOR H
18 EBB TIDE DRIVE
PALM COAST, FL 32164

COONEY THOMAS & PHYLLIS
CORCORAN H&W
192 ERIC DRIVE
PALM COAST, FL 32164

CP AND HG RESIDENTIAL LOTS LLC
2379 BEVILLE RD
DAYTONA BEACH, FL 32119

CP AND HG RESIDENTIAL LOTS
LLC
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119

CRAIG ALEXANDER J & BRITTANY K
CRAIG H&W
28 N VILLAGE PKWY
PALM COAST, FL 32137

CROSS NANCY
202 ERIC DRIVE
PALM COAST, FL 32164

CUNNINGHAM KENNETH J II &
MARIA L H&W
PO BOX 874361
WASILLA, AK 99687

CYPRESS KNOLL GOLF & COUNTRY
CLUB LLC
82 ETHAN ALLEN DRIVE
PALM COAST, FL 32164

DANIEL P FENNEL & CARMENZA VILLEC
H&W LIFE ESTATE
31 EGAN DRIVE
PALM COAST, FL 32164

DE FROSCIA ROBERT &
ANGELA H&W LIFE ESTATE
24 EBB TIDE DRIVE
PALM COAST, FL 32164

DE SOUSA FERNANDA P
& DE SOUSA DELFIM R & CANDIDA H&W
28 EGAN DRIVE
PALM COAST, FL 32164

DICRISTOFARO JERRY S &
RITA J
4732 W SMITHFIELD ST
MCKEESPORT, PA 15135

DOGAN DAVID
& SHARLOTTE H&W
185 ERIC DR
PALM COAST, FL 32164

DOIDGE THOMAS R &
SUE H&W
198 ERIC DR
PALM COAST, FL 32164

DUSHEY RAY M &
JEANNINE L H&W
16281 VALPARAISO WAY
REDDING, CA 96001

FABER MICHAEL S & VICKIE L
FABER H&W
3 EISENHOWER COURT
PALM COAST, FL 32164

FERRO ROBERT J & TAMMY L H&W
137 ELEANOR ROAD
MANCHESTER, NJ 08759

FHAGEN CHARLES
5 EBB TIDE DR
PALM COAST, FL 32164

FLORIDA SUN PARTNERS II LLC
P O BOX 770279
ORLANDO, FL 32877

FRANKLIN MICHAEL & MICHAEL H&W LI
41 EGAN DRIVE
PALM COAST, FL 32164

FRYE JEFFREY D
& LAYNA H&W
3 EISENHOWER PLACE
PALM COAST, FL 32164

GAN RICHARD & JANET H&W
25 EGAN DR
PALM COAST, FL 32164

GANIKON MICHAEL J
14 EGAN DRIVE
PALM COAST, FL 32164

GEORGE DAVID LEWIS
LIFE ESTATE
C/O RYAN LLC PO BOX 460329 DEPT 90
HOUSTON, TX 77056

GOLDBERG RONALD & JULIA M
TRUSTEES
186 ERIC DRIVE
PALM COAST, FL 32164

HAFNER RAYMOND
23 EBB TIDE DRIVE
PALM COAST, FL 32164

HARBIN MARK & KELLEY H&W
46 EBB TIDE DRIVE
PALM COAST, FL 32164

HARDIE HOWARD & DOREEN H&W LIFE
12 EBB TIDE DRIVE
PALM COAST, FL 32164

HARRISON YELIZAVETA &
ANDREY CHEPELKIN
62 EBB TIDE DRIVE
PALM COAST, FL 32164

HINKSON CORAL & OTTO
H&W
194 ERIC DRIVE
PALM COAST, FL 32164

HORNE STEVEN L
906 TRUMAN HIGHWAY
HYDE PARK, MA 02136

IOUKHYMA VASSYL OMELIANOVITCH
& NATALIA STEPANOVA IOUKHYMA H&W
604-2668 ASH STREET VANCOUVER, BC
CANADA, V5Z 4K4,

KELLER HENRY A & MARIA I H&W
50 EBB TIDE DRIVE
PALM COAST, FL 32164

KENNEDY THOMAS J & LOUISE F
H&W
5 EISENHOWER CT
PALM COAST, FL 32164

KOMNINAKIS THEODOROS &
CARMEN FIGUEROA JTWROS
177 ERIC DRIVE
PALM COAST, FL 32137

KOSTEK TADEUSZ &
ALICE E H&W
7500 PLANTATION CLUB DRIVE
JACKSONVILLE, FL 32244

KRUTOYARSKY STANLY &
ELINA POLONSKY H&W
28 MANOR ROAD
LIVINGSTON, NJ 07039

KUO HWANG-REN & MEI-YNG &
KUO PHILBERT H & PHILLIP H
203 PARK ROAD
PORTSMOUTH, VA 23707

LAROCQUE DAVID L & LAURA C
LIFE ESTATE
173 ERIC DRIVE
PALM COAST, FL 32164

LAROSA STEVEN J
22 EGAN DR
PALM COAST, FL 32164

LAWSON SHEREE LEE
18 EGAN DRIVE
PALM COAST, FL 32164

LEELARATNE KOSGALLANA
5410 RED FOX DR
OAK RIDGE, NC 27310

LENZ LEVI &
BRITANY AMC
9 EBB TIDE DRIVE
PALM COAST, FL 32164

LEWIS PAULINE A
LIFE ESTATE
166 ERIC DRIVE
PALM COAST, FL 32164

LISANDRILLO ROBERT M
26 EGAN DRIVE
PALM COAST, FL 32164

LIVRY MARIA
TRUSTEE
40 ESSINGTON LANE
PALM COAST, FL 32164

MARKEY DAVID F & LINDA L
SPILLING-MARKEY H&W
29 EGAN DRIVE
PALM COAST, FL 32164

MAY GENNADIY & NATALIE BYKOVA H&W
5452 HALBRENT AVE
SHERMAN OAKS, CA 91411

MCBRIDE TIMOTHY LEE & KEVIN
CHARLES MEYER TRUSTEES
197 ERIC DRIVE
PALM COAST, FL 32164

MEDEIROS MARIA
LIFE ESTATE
54 EBB TIDE DR
PALM COAST, FL 32164

MEIER AARON W & KRISTY C H&W
206 ERIC DR
PALM COAST, FL 32164

METELKINE IOURI
200 CANOPY WALK LN APT 233
PALM COAST, FL 32137

MEZINI GENCI & TATJANA MEZINI
H&W & GLEDIS MEZINI & ANISA MEZINI
71 FELLE AVE
MEDFORD, MA 02155

MIGLIORE CALOGERO TRUSTEE
AKA CHARLES MIGLIORE
78-07 82ND STREET
GLENDALE, NY 11385

MOYER GEORGE HAUSMAN III
& SANDRA DEE H&W
60 EBB TIDE DR
PALM COAST, FL 32164

MURPHY JOEL J & RENEE H H&W
172 ERIC DRIVE
PALM COAST, FL 32164

NELSON CHRISTOPHER
& KATHLEEN NEWMAN NELSON H&W
165 ERIC DRIVE
PALM COAST, FL 32164

OLIVEIRA HELIO
& JORGINA P AMARAL H&W
57 EBB TIDE DRIVE
PALM COAST, FL 32164

OLIVER MARCELO
& KRISTEN OLIVER H&W
23 EGAN DRIVE
PALM COAST, FL 32164

OWCZARCZYK MARCIN & IZABELA
H&W
44 EGAN DRIVE
PALM COAST, FL 32164

PABST MARYANN
176 ERIC DRIVE
PALM COAST, FL 32164

PALICIO MARIA D
LIFE ESTATE
196 ERIC DRIVE
PALM COAST, FL 32164

PAPA JOSE G & KELLY A H&W
16 EBB TIDE DRIVE
PALM COAST, FL 32164

PAPALIA SALVATORE & ROSANNA
H&W LIFE ESTATE
12 EGAN DR
PALM COAST, FL 32164

PEREIRA JOSE A & IDALINA SOUSA
170 ERIC DR
PALM COAST, FL 32164

PHAM JONATHAN
40 EGAN DRIVE
PALM COAST, FL 32164

POLO JOSHUA
38 EGAN DRIVE
PALM COAST, FL 32164

PRECISION CUSTOM BUILDERS OF NO
7755 SOUTH US 1
BUNNELL, FL 32110

PRICE TAVARIS &
JEANINE AMMIRATI JTWROS
183 ERIC DR
PALM COAST, FL 32164

RAMOS AURORA N
7604 HIDDEN VALLEY LANE
PARMA, OH 44129

RATEL WILLIAM & FRANCINE H&W
199 ERIC DRIVE
PALM COAST, FL 32164

REIS ARMANDO & MARIA L REIS
& JOSE A & ELIZABETH M SEQUEIRA TR
5035 NW 57 TERRACE
CORAL SPRINGS, FL 33067

REIS MARIA L & ARMANDO &
ELISABETH M & JOSE A SEQUEIRA TR
5035 NW 57TH TERRACE
CORAL SPRINGS, FL 33067

RIBERIO JAIME MARQUES & MARIA
CRISTINA H&W
163 ERIC DRIVE
PALM COAST, FL 32164

RINGE LONNIE & DONNA H&W
5 MARION DR
MORICHES, NY 11955

ROBINSON DAVID & LUCINDA RUTH
ROBINSON H&W
52 EBB TIDE DRIVE
PALM COAST, FL 32164

ROMERO GUMERCINDO &
DAWN ANN TRUSTEES
187 ERIC DRIVE
PALM COAST, FL 32164

ROWICKI PIOTR
& ELIZBIETA K DRAGAN H&W
1275 LAMBERT AVE
FLAGLER BEACH, FL 32136

RUIZ KIMBERLEY B
& BENNY RUIZ W&H
13 EGAN DRIVE
PALM COAST, FL 32164

SARIS CATHERINE L
50 WENDOVER LANE
PALM COAST, FL 32164

SARMIENTO VICTOR L S &
ADELAIDA M SARMIENTO H&W & VIDA S
21 EBB TIDE DRIVE
PALM COAST, FL 32164

SCALESE SALVATORE & ROSE ANN
H&W
164 ERIC DRIVE
PALM COAST, FL 32164

SCHIMEL ROBERT & SUSAN
SCHIMEL JTWROS
65 EBB TIDE DRIVE
PALM COAST, FL 32164

SCHMIDT GINA M
LIFE ESTATE
19 EBB TIDE DRIVE
PALM COAST, FL 32164

SENCHENKO SERGEY &
VALENTINA H&W
4 EISENHOWER COURT
PALM COAST, FL 32164

SILVA MARIA M
9 EISENHOWER PLACE
PALM COAST, FL 32137

SMITH GILLIAN ANN LIFE ESTATE
7 EISENHOWER PLACE
PALM COAST, FL 32164

SMOKER ALLEN G & SUSAN E H&W
34 EGAN DR
PALM COAST, FL 32164

SOUSA JOHN & MARIA H&W
16 FOX HUNT RD
SHELTON, CT 06484

STAVRU THEODORE J & GAIL E
H&W LIFE ESTATE
58 EBB TIDE DRIVE
PALM COAST, FL 32164

STELMACK MICHELLE TERESA
30 EGAN DR
PALM COAST, FL 32164

STEWART JAMES F & MARIA E H&W
184 ERIC DRIVE
PALM COAST, FL 32164

STRAUSS IRA J &
LAURA H&W
11 EBB TIDE DRIVE
PALM COAST, FL 32164

SURILLO JUAN &
NORMA L H&W
20 EGAN DRIVE
PALM COAST, FL 32164

SUTTON ROGER A & JANIE M H&W
181 ERIC DRIVE
PALM COAST, FL 32164

SWEARINGEN ROSEMARY E
8 EISENHOWER PLACE
PALM COAST, FL 32164

TABIT ROBERT J &
EDWINA J H&W TRUSTEES
5 EISENHOWER PLACE
PALM COAST, FL 32164

TEMPES REBECCA I & BONNIE LEE
TEMPES JTWROS
167 ERIC DRIVE
PALM COAST, FL 32164

TENREIRO DECIO T & FERNANDA T
H&W LIFE ESTATE
21 EGAN DR
PALM COAST, FL 32164

THELWELL KEITH
LIFE ESTATE
20 EBB TIDE DRIVE
PALM COAST, FL 32164

THOMAS ROBERT W
LIFE ESTATE
17 EBB TIDE DRIVE
PALM COAST, FL 32164

THOMAS WENDELL J
33 EGAN DR
PALM COAST, FL 32164

TUGGLE JOHN E
204 ERIC DRIVE
PALM COAST, FL 32164

VENUTI DONNA M & JOSEPH A H&W
188 ERIC DR
PALM COAST, FL 32164

WHEELER JOHN KENNETH
DIANE H&W
174 ERIC DR
PALM COAST, FL 32164

WILLIAMSON DELPHINE
190 ERIC DRIVE
PALM COAST, FL 32164

YOURIE RALPH & DIANE M YOURIE
22 EBB TIDE DRIVE
PALM COAST, FL 32164

Neighborhood Meeting - East Hampton Project
 Thurs, Nov 20th, 2025 - Hilton Garden Inn Palm Coast Town Center

SIGN IN SHEET

	Name	Address	Phone #	Email
1	KOYV MEYER	197 ERIC DR	316-258-0659	ict67208@yahoo.com
2	JEAN PELLEGRINI	140 ERIC DR		
3	DOUG BROWN	53 Easthampton Blvd	732-718-1938	
4	Jimmi Clark	28 Echitt Ln		
5	Pascale Clark	28 Echitt Ln		
6	XXXXXXXXXX	XXXXXXXXXX	(XXXXXXXXXX)	XXXXXXXXXX
7	BRUCE STONE	6 GARDNER PK	746-301-2023	ARCESTORELO@GMAIL.COM
8	Thomas Rentas	23 ERIC DRIVE	386-986-0358	trentas47@aol.com
9	MARIA RENTAS	23 ERIC DRIVE	386-986-6584	Trentas47@aol.com
10	Michael Chapman	193 ERIC DR	386 586 7056	
11	Sim Hickey	139 ERIC DR	912-585-2948	
12	Kris Cooksey	2 Ehrling Ln.		
13	Neil Cooksey	2 Ehrling Ln.		
14	Courtney Catalano	13 Ethan pl	856 266 4025	Courtney_Catalano@gmail.com
15	Sam Catalano	13 Ethan pl	610 704 4119	SamCatt13@gmail.com
16	Joseph Brisket	9 ETHAN PL	386 283 3755	BrisketJoseph@gmail.com
17	JOSH WICKLEIN	13 ETHAN PL	386 283 1800	JOSH WICKLEIN@GMAIL.COM
18	Karyn Phillips	13 EGAN DR	386-569-1715	Drkaryn@yahoo.com
19	PiAnne Casey	1 Eagle Harbor Trail	386 931-6020	petea.casey@gmail.com
20	Jayce Murata	6 Eagle Harbor Trail	908-887-5757	Jayce11@gmail.com
21	Sara & Michael Custer	4 Eagle Harbor Trail		petea.casey@gmail.com
22	Marcelo Oliver	23 Egan Drive	224-588-6832	marlo1983@att.net
23	Richard Zipp	5 Echo Place	856 266 4022	RKZipp@gmail.com
24	Allen Swalke	34 Egan Dr	484-886-7557	aswalke57@gmail.com
25	CHRIS ABDALLA	45 Egan DR		CHRISTIANE1@gmail.com
26	CHRISTINA CUNELL	1 Ewing Place		CHRISTINAUC@AOL.COM
27	XXXXXXXXXX	XXXXXXXXXX	(XXXXXXXXXX)	XXXXXXXXXX
28	XXXXXXXXXX	XXXXXXXXXX	(XXXXXXXXXX)	XXXXXXXXXX
29				
30				
31				
32				

Not Approved

Neighborhood Meeting - East Hampton Project
 Thurs, Nov 20th, 2025 - Hilton Garden Inn Palm Coast Town Center

SIGN IN SHEET

Name	Address	Phone #	Email
65 Tempes	167 Eric Drive	-	-
66 Gunninghams	180 Eric Drive		
67 Ira Strauss	11 Ebb Tide Drive	904 540 7783	LSTRAUSS@CFL.RR.COM
68 M. Golding	13 ELIAS LN		
69 J. Ammonson / J. Price	183 Eric Drive		
70 Michael Hanson	160 Lake Ave	386 986 3787	mhanison@palmcoast.gov.com
71 Janae Ruth Zupf	5 Echo Place	754 246 4022	Jeanette.ann.zupf@gmail.com
72 Christina Price	4 Egret Pass	321-217-7307	apcp052204@yahoo.com
73 Michele Morgan	145 ERIC DR	386-597-9605	MMORGAN-05@yahoo.com
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Neighborhood Meeting - East Hampton Project
 Thurs, Nov 20th, 2025 - Hilton Garden Inn Palm Coast Town Center

SIGN IN SHEET

	Name	Address	Phone #	Email
129	Greg Norton	161 Eric Dr. PC	386-437-6888	
130	George + Sandra Mayan	60 EBB TIDE DR	610-299-6056	
131	Sheree Lawson	18 EGAN DRIVE PC	386-597-345	ShereeLawson@Gmail.com
132	John Eckhardt	60 Edward Dr		john.eckhardt5342@gmail.com
133	Wendy Brooks		386-986-8107	WendyBrooks@Gmail.com
134	Carol Gunthorpe	2 Ellison Lane	386-497-5595	carolgunthorpe@gmail.com
135	Lorraine Baeza	48 Egan Jr	386-585-2850	lbaeza1@yahoo.com
136	Dorothy Mc Cormack	14 Elias Lane	386-846-7843	dkmc7@yahoo.com
137	Levi & Brittany Lenz	9 Ebb Tide Dr.	208-310-3242	Lenz03@gmail.com
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Summary of the East Hampton Master Planned Development Amendment

Overview

The East Hampton project was originally approved by the City of Palm Coast in 2012. That approval is still valid today. The current request is to make minor adjustments to the master planned development agreement, including the maximum number of homes, minimum lot size of the homes, and updates to the design standards so the project better fits today's plans and conditions. The lots along the northerly and westerly portions of the site will measure a minimum of 60 feet wide by 110 feet deep. The change includes adding 13 additional units to the overall plan.

About Stormwater Management

Stormwater management is tightly regulated to prevent flooding and protect natural areas. The St. Johns River Water Management District (SJRWMD), created in 1972, requires that new developments treat stormwater and reduce the amount of water they release compared to the amount that left the site before it was developed. This helps prevent polluted water from entering wetlands and reduces flooding.

For East Hampton, the solution is a wet detention pond, which is a common and effective stormwater system. Here's how it works:

- All rainwater that falls within the project area will flow into storm drains and pipes.
- These pipes carry the water to the wet detention pond.
- In the pond, the water is cleaned naturally:
 - Dirt and particles settle to the bottom.
 - Nutrients are absorbed by algae over time.
 - Oils and other pollutants floating on the surface are trapped and prevented from leaving the pond.
- The pond is designed to temporarily store extra water during storms. A special overflow structure carefully controls how much water is released, ensuring that less water leaves the site after development than before it was developed.

Both the City of Palm Coast and St. Johns River Water Management District have reviewed and approved the stormwater system for East Hampton.

In short, the development remains within its long-standing approval, the requested changes are minor, and all stormwater will be safely managed using modern, environmentally protective standards.

BENCHMARK
NAIL & DISK
ELEV 25.90 NAVD 1988

BENCHMARK
NAIL & DISK
ELEV 26.72 NAVD 1988

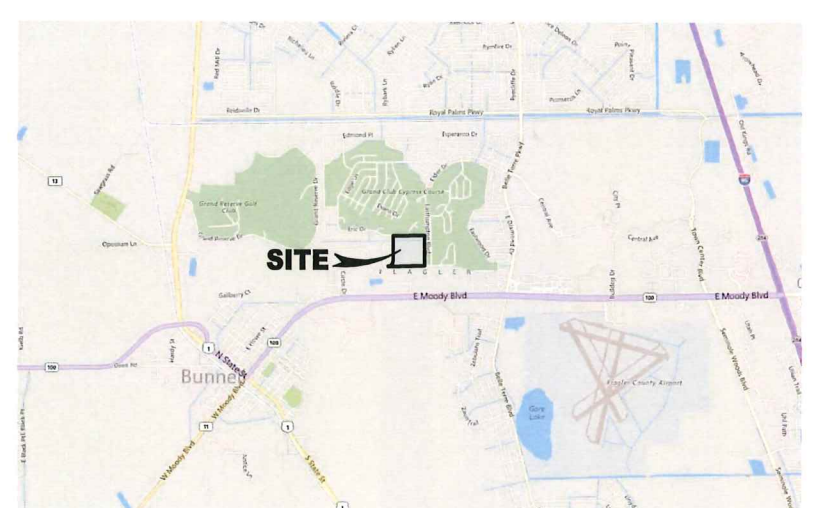
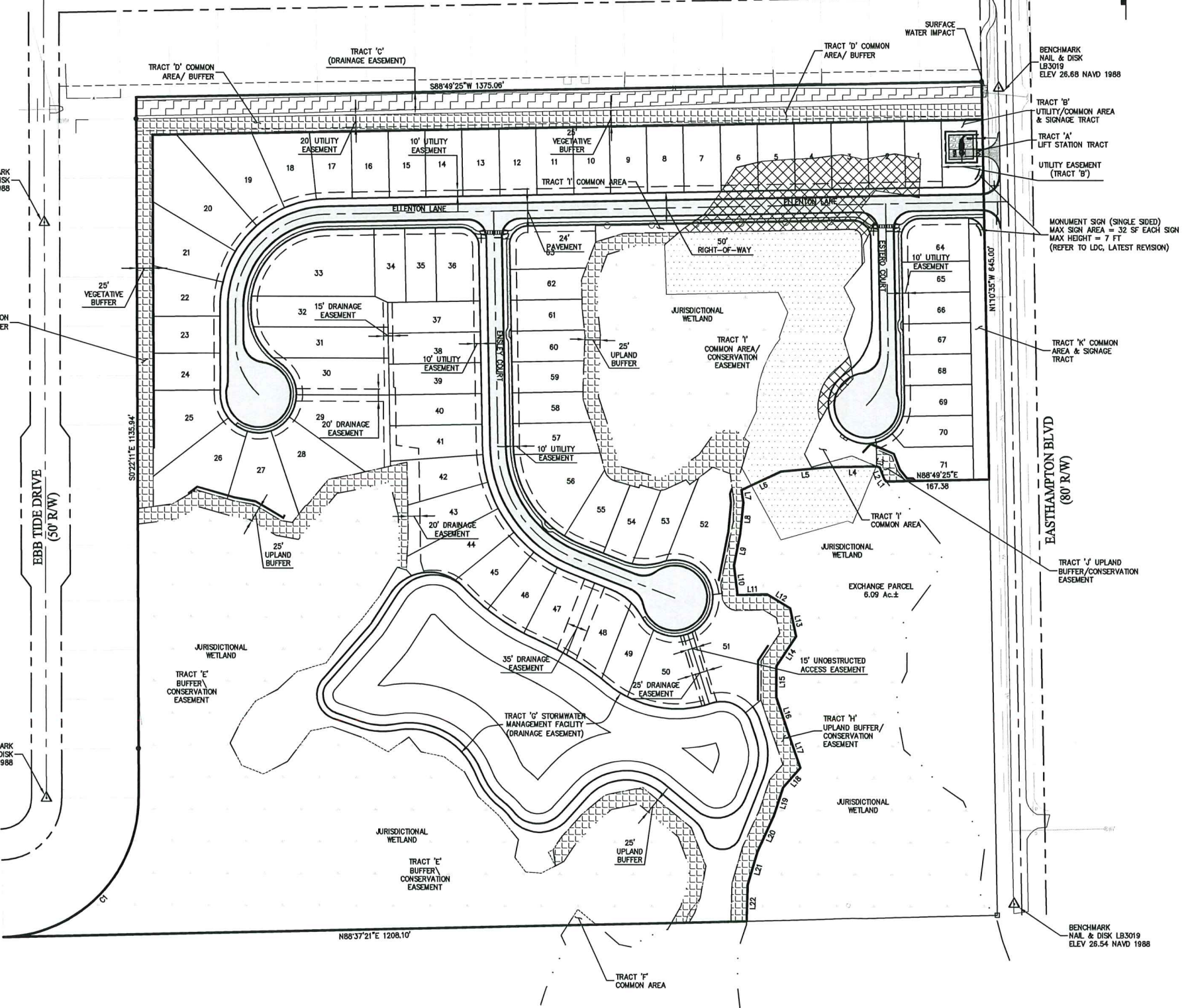
ERIC DRIVE
(60' R/W)

BENCHMARK
NAIL & DISK
ELEV 25.69 NAVD 1988

TRACT 'D' COMMON
AREA / BUFFER

EBB TIDE DRIVE
(50' R/W)

BENCHMARK
NAIL & DISK
ELEV 26.64 NAVD 1988



LOCATION MAP
N.T.S.

SITE DATA

1. TOTAL SITE AREA:	37.11 ACRES±
2. TOTAL NUMBER OF SINGLE FAMILY HOMES:	71
3. MINIMUM LOT SIZE:	5,500 SQUARE FEET
4. MINIMUM LOT WIDTH:	LOTS 1-25 (60 FEET) LOTS 26-71 (50 FEET)
5. MINIMUM WETLAND BUFFER:	SJRWMD MINIMUM BUFFER STANDARDS
6. SJRWMD JURISDICTIONAL WETLANDS:	11.86 ACRES± IMPACTED: 3.99 ACRES±
7. RIGHT-OF-WAY WIDTH:	50 FEET MINIMUM
8. PROPOSED BUILDING SETBACKS:	FRONT: 20 FEET SIDES: 5 FEET (10 FEET ABUTTING STREET) REAR: 10 FEET
9. PROPOSED MAXIMUM BUILDING HEIGHT:	35 FEET
10. PROPOSED MINIMUM BUILDING ELEVATION:	1 FOOT ABOVE ROAD CENTERLINE OR 1 FOOT ABOVE BASE FLOOD ELEVATION, WHICHEVER IS GREATER
11. MAXIMUM LOT COVERAGE:	75%
12. LANDSCAPE AND SIGNAGE WILL BE IN ACCORDANCE WITH LAND DEVELOPMENT CODE	
13. TOTAL LENGTH OF ROAD:	2,945 FEET (0.56 MILES)
14. MINIMUM LIVING AREA:	1,200 SQUARE FEET
15. PROPOSED LAND USE:	
LOTS:	14.75 ACRES
ROAD RIGHT OF WAY:	3.60 ACRES
DITCH PARCEL:	1.11 ACRES
25' NATURAL VEGETATION BUFFER PARCEL:	1.14 ACRES
COMMON AREA PARCEL:	0.31 ACRES
LIFT STATION PARCEL:	0.06 ACRES
LANDSCAPE PARCELS AT LOTS 50, 51 AND 58:	0.18 ACRES
STORMWATER PARCEL:	7.13 ACRES
25' UPLAND BUFFER PARCELS:	0.96 ACRES
WETLAND PARCEL:	7.87 ACRES

TOTAL: 37.11 ACRES±

PLANS PREPARED UNDER THE
DIRECTION OF:
PAUL P. HUTCHINSON, P.E.
P.E. NUMBER: 59366

REVISIONS:
DATE: FEBRUARY 2019

ETM NO. 16-254
DRAWN BY: ESW
DESIGNED BY: PPH
CHECKED BY: PPH

Englund-Thoms & Miller, Inc.
14776 Old St. Augustine Road
Jacksonville, FL 32218
TEL: (904) 642-8880
FAX: (904) 646-8485
CA - 00002884 LC - 0000316



MASTER SITE PLAN
EAST HAMPTON OF PALM COAST
FOR
ICI HOMES

DRAWING NUMBER
3



1" = 100'

PLANS PREPARED UNDER THE DIRECTION OF:
 PAUL P. HUTCHINSON, P.E.
 P.E. NUMBER: 59366

REVISIONS:
 06/06/25 RENISED LOT SIZES AND SIDE SETBACKS

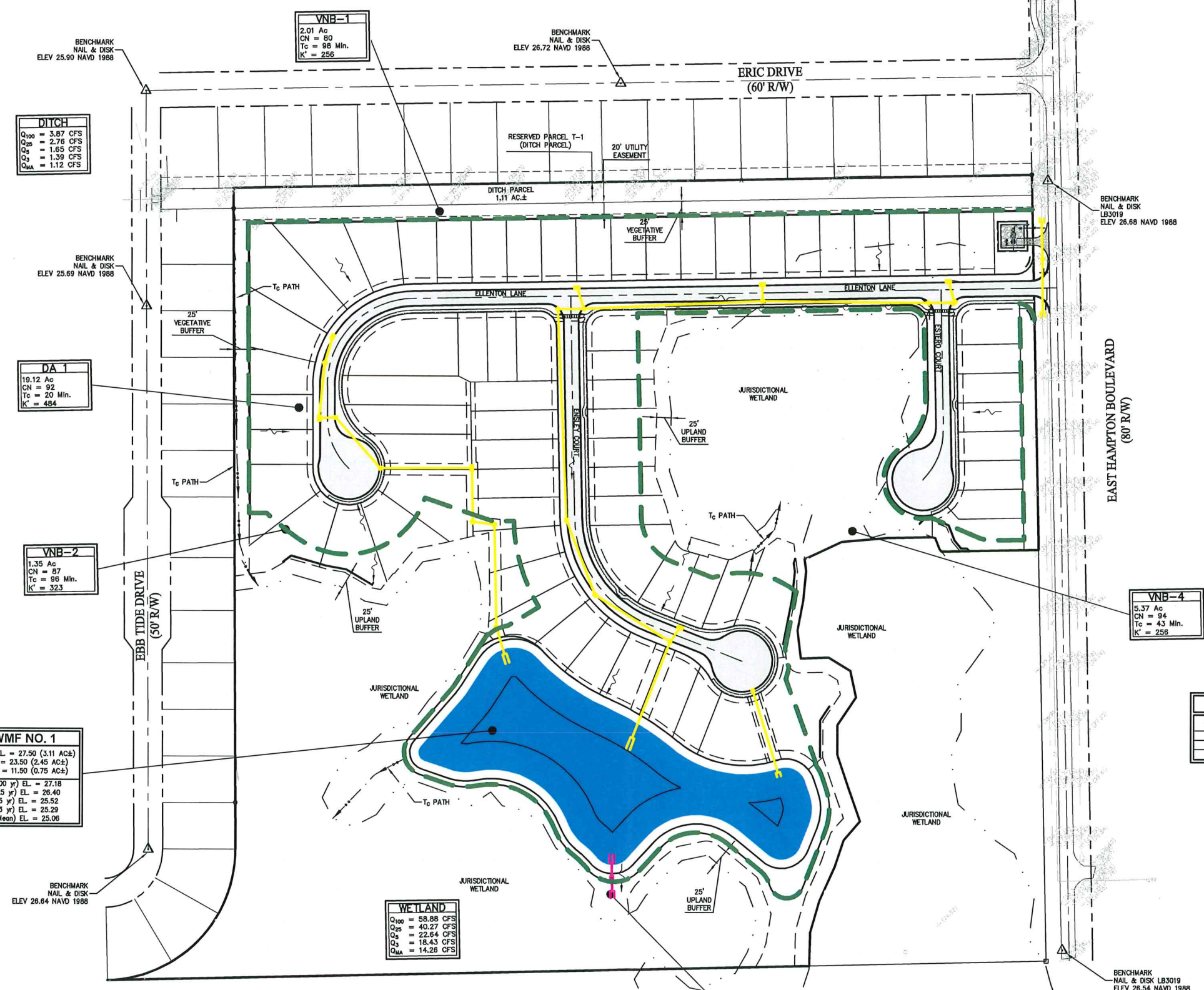
ETM NO. 16-254
 DRAWN BY: ESW
 DESIGNED BY: PPH
 CHECKED BY: PPH
 DATE: FEBRUARY 2019

England-Thoms & Miller, Inc.
 14775 Old St. Augustine Road
 Jacksonville, FL 32238
 TEL: (904) 642-2899
 FAX: (904) 646-8485
 CA - 0002684 LC - 0000516



MASTER SITE PLAN
EAST HAMPTON OF PALM COAST
FOR ICI HOMES

DRAWING NUMBER
3



DITCH

Q₁₀₀ = 3.87 CFS
 Q₂₅ = 2.76 CFS
 Q₅ = 1.65 CFS
 Q₂ = 1.39 CFS
 Q₁ = 1.12 CFS

DA 1

19.12 Ac
 CN = 92
 T_c = 20 Min.
 K' = 484

VNB-2

1.35 Ac
 CN = 87
 T_c = 96 Min.
 K' = 323

SWMF NO. 1

MIN. TOP EL. = 27.50 (3.11 AC±)
 NWL EL. = 23.50 (2.45 AC±)
 BOT. EL. = 11.50 (0.75 AC±)

DHW (100 yr) EL. = 27.18
 DHW (25 yr) EL. = 26.40
 DHW (5 yr) EL. = 25.52
 DHW (3 yr) EL. = 25.29
 DHW (Mean) EL. = 25.06

VNB-1

2.01 Ac
 CN = 80
 T_c = 98 Min.
 K' = 256

WETLAND

Q₁₀₀ = 58.88 CFS
 Q₂₅ = 40.27 CFS
 Q₅ = 22.64 CFS
 Q₂ = 18.43 CFS
 Q₁ = 14.26 CFS

VNB-3

1.49 Ac
 CN = 80
 T_c = 34 Min.
 K' = 256

VNB-4

5.37 Ac
 CN = 94
 T_c = 43 Min.
 K' = 258

POST DEVELOPMENT DRAINAGE AREA SUMMARY

BASIN	AREA (Ac.)	IMPERVIOUS (Ac.)	IMPERVIOUS (%)
DA-1	19.12	10.06	52.6
VNB-1	2.01	0.00	0.00
VNB-2	1.35	0.49	36.3
VNB-3	1.49	0.00	0.00
VNB-4	5.37	0.75	14.0
TOTAL	29.34	11.30	38.5

TIME OF CONCENTRATION

BASIN	T _c (MIN)	CN
DA-1	20	92
VNB-1	98	80
VNB-2	96	87
VNB-3	34	80
VNB-4	43	94

SOIL TABLE

SYMBOL	SOIL NAME	HYDROLOGIC GROUP
3	SANSULA AND HONTON SOILS,	A/D
11	MYAKKA-MYAKKA, WET, FINE SANDS	A/D
12	PLACID, BASINGER, & ST. JOHNS SOILS	A/D

LEGEND

DA 1
 19.12 Ac
 CN = 92
 T_c = 20 Min.
 K' = 484

DRAINAGE BASIN INFORMATION

- T_c PATH
- FLOW ARROW
- DRAINAGE BASIN DIVIDE
- DRAINAGE SUB-DIVIDE
- SOIL LINE
- SOIL SYMBOL
- ASPHALT PAVEMENT
- UPLAND BUFFER
- WETLAND IMPACT



PLANS PREPARED UNDER THE DIRECTION OF:

REVISIONS:

ETM NO. 16-254
 DRAWN BY: ESW
 DESIGNED BY: PPH
 CHECKED BY: PPH
 DATE: FEBRUARY 2019

England-Thins & Miller, Inc.
 1475 Old St. Augustine Road
 Jacksonville, FL 32288
 TEL: (904) 642-8989
 FAX: (904) 646-3485
 CA - 0002854 LC - 000316

ETM
 VISION • EXPERIENCE • RESULTS

POST DEVELOPMENT DRAINAGE MAP
EAST HAMPTON OF PALM COAST FOR ICI HOMES

DRAWING NUMBER
6

PAUL P. HUTCHINSON, P.E.
 P.E. NUMBER: 59366
 PLOTTED: November 20, 2025 - 11:25 AM, BY: Kevin Jeter

G:\16-254\Design\Plots\Exhibits\POST-16-254.dwg

Michael Hanson, A.I.C.P

From: Beth Miller <bmill@icihomes.com>
Sent: Tuesday, December 2, 2025 4:09 PM
To: Michael Hanson, A.I.C.P
Cc: Dick Smith; Phong Nguyen, PTP
Subject: RE: [External] RE: East Hampton

Follow Up Flag: Follow up
Flag Status: Flagged

Afternoon. The placard has been posted at East Hampton. See attached picture



Have a great day and make it count!

**Thank you,
Beth Miller**

Executive Administrative Assistant - Land Development

ICI HOMES | 2379 Beville Road | Daytona Beach, FL 32119

Direct: 386.236.4161 | bmiller@icihomes.com | www.ICIHomes.com



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Disclaimer regarding Uniform Electronic Transactions Act ("UETA") (Florida Statutes Section 668.50): If this communication concerns negotiation of a contract or agreement, UETA does not apply to this communication; contract formation in this matter shall occur only with manually-affixed original signatures on original documents.

From: Michael Hanson, A.I.C.P <MHanson@palmcoastgov.com>
Sent: Wednesday, November 26, 2025 12:22 PM
To: Beth Miller <bmiller@icihomes.com>
Cc: Dick Smith <dsmith@icihomes.com>; Phong Nguyen, PTP <PNguyen@palmcoastgov.com>
Subject: [External] RE: East Hampton

Thanks Beth and Dick.

I've cc'd Phong our Planning Manager so he's tracking you sent the neighborhood meeting documentation in the mail. I'll be out of the office/country next week so I won't be reachable, but I will be back in the office on December 8th, 2025.

I'm working on the staff report for PLDRB, once its finished and goes through a review I'll get a copy sent to you once the agenda gets finalized as well.

Thanks again and have a Happy Thanksgiving.

Michael Hanson, A.I.C.P

Senior Planner
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3787

www.palmcoast.gov



**How are we doing?
Let us know below.
PalmCoast.gov/feedback**

From: Beth Miller <bmiller@icihomes.com>
Sent: Wednesday, November 26, 2025 11:58 AM
To: Michael Hanson, A.I.C.P <MHanson@palmcoastgov.com>
Cc: Dick Smith <dsmith@icihomes.com>
Subject: East Hampton

Afternoon. A hard copy of the attached is in the mail to you per the LDC requirements. Dick Smith picked up the placard and will post on Monday and we will send you a picture.

Have a great day and make it count!

Thank you,

Beth Miller

Executive Administrative Assistant - Land Development

ICI HOMES | 2379 Beville Road | Daytona Beach, FL 32119

Direct: 386.236.4161 | bmiller@icihomes.com | www.ICIHomes.com



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ORDINANCE 2012 - 2
APPLICATION #2382 - REZONING OF 43.29+/- ACRES OF LAND
SITUATED ON EASTHAMPTON BLVD.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTIONS 2.05 and 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR PARCEL ID NUMBER 07-11-31-7034-AT2-0010 AND 07-11-31-7034-AT2-0000 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA CONTAINING 43.29 +/- ACRES FROM PUBLIC/SEMI-PUBLIC (PSP) AND ESTATE-2 (EST-2) TO MASTER PLANNED DEVELOPMENT ZONING DISTRICT (MPD); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CP and HG Residential Lots, LLC, are the “Owner” of a 29 (+/-) acre parcel of land, as more particularly described on **Exhibit “A,”** and referred to herein as the “Developer Property”; and

WHEREAS, the City amended the future land use designation of the Developer Property to Greenbelt which allows 1 unit per acre when it adopted the City of Palm Coast 2020 Comprehensive Plan, adopted April 6, 2004; and

WHEREAS, prior to the adoption of the City of Palm Coast 2020 Comprehensive Plan on April 6, 2004, and the amended 2035 Comprehensive Plan adopted on June 21, 2011, the future land use designation of the Developer Property was Residential-Low Density which allows 1-3 units per acre; and

WHEREAS, on or about June 29, 2004, the Developer (then Intervest Construction Inc.) filed a challenge with the Department of Community Affairs regarding the future land use designation of the Developer Property; and

WHEREAS, the Developer and the City are currently engaged in litigation pending in the Division of Administrative Hearings, Case # 04-2265GM; and

WHEREAS, the City of Palm Coast, referred to herein as the “City,” is the owner of an adjacent 14 (+/-) parcel of land, as more particularly described on **Exhibit “B,”** and referred to herein as the “City Property”; and

WHEREAS, the City and Developer in an effort to resolve and settle the challenge between them mutually agree that an exchange of the real properties owned by each party is beneficial to maximize the cohesive sustainability of wetland resources, establish and maintain continuity of open space, and reinforce compatibility with the surrounding area; and

WHEREAS, the City property to be exchanged is surplus real property and is being exchanged for a public purpose for equivalent value, and

WHEREAS, the City and Developer, in view of other terms and conditions as set forth herein agree that the creation of a Master Planned Development (MPD) and Development Agreement (Agreement) attached hereto as **Exhibit “C”** for the Developer Property and the adjacent City Property affords the most prudent manner to accomplish the aforementioned objectives; and

WHEREAS, in creating the MPD approximately 23 7 (+/-) acres of the 29 (+/-) acre Developer Property will be retained by the Developer to be combined with the 14 (+/-) acres of City Property constituting 37 21 (+/-) acres and referred to as the “Project Property”; and

WHEREAS, in exchange for the 14 (+/-) acres of City Property the Developer shall exchange with the City prior to the submittal of a preliminary plat application the remaining 6 22 (+/-) acres of Developer Property; and

WHEREAS, the City Council has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of City staff, and the recommendation of the Planning and Land Development Regulation Board which voted 4-2 to recommend denial to City Council at the regular scheduled meeting conducted on January 18, 2011, and

WHEREAS, the City Council of the City of Palm Coast held a duly noticed public hearing on the proposed zoning change set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested

change consistent with the City of Palm Coast Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder, and

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

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. ZONING MAP AMENDMENT. 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 from City of Palm Coast Public/Semipublic (PSP) and Estate – 2 (EST-2) to City of Palm Coast Master Planned Development District (MPD) for parcel ID number 07-11-31-7034-AT2-0010 and 07-11-31-7034-AT2-0000 of the public records of Flagler County, Florida. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

SECTION 3. CONDITIONED ON MASTER PLANNED DEVELOPMENT AGREEMENT. This rezoning action is subject to the conditions provided for and agreed to in the MPD Agreement attached hereto as Exhibit C and incorporated herein.

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

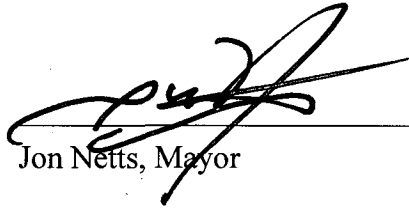
SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment 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 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage and adoption

APPROVED on first reading the 6th day of March 2012, at a public hearing.


ADOPTED on the second reading the 20th day of March 2012, at a public hearing.

CITY OF PALM COAST, FLORIDA




Jon Netts, Mayor

ATTEST:



Virginia A. Smith, City Clerk

Approved as to form and legality



William Reischmann, City Attorney

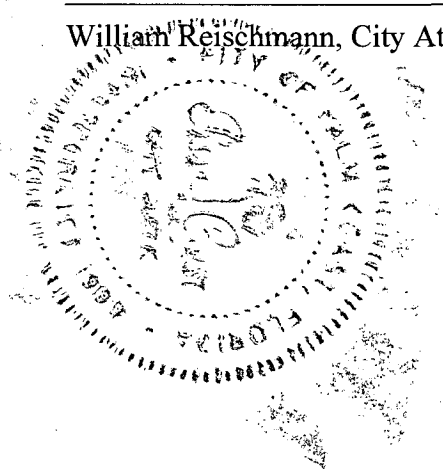


EXHIBIT "A"

GENERAL DESCRIPTION: DEVELOPER PROPERTY

Easthampton Parcel
Legal Description

Parcel 362.01 Southerly portion of Reserved Parcel "T-2" Section 34

A parcel of land being a portion of Reserved Parcel "T-2" according to the subdivision map Easthampton Section 34, Palm Coast, Recorded in Map Book 11, Pages 30 through 49, of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference begin the Northeast corner of Reserved Parcel "T-1" according to said subdivision map of Easthampton Section 34, thence South $01^{\circ}10'35''$ East along the west right-of-way line of Easthampton Boulevard a distance of 461.25 feet to the Point of Beginning of this description, thence continue South $01^{\circ}10'35''$ East a distance of 890.74 feet, thence departing Easthampton Boulevard South $88^{\circ}37'21''$ West along the southerly line of Reserved Parcel "T-2" a distance of 1615.25 feet to a point on a curve, thence Northeasterly 349.47 feet along the arc of a curve to the left (concave Northeasterly) having a central angle of $88^{\circ}59'32''$, a radius of 225.00 feet, a chord bearing of North $44^{\circ}07'35''$ and a cord distance of 315.39 feet to a point of tangency, thence North $00^{\circ}22'11''$ West a distance of 674.64 feet, thence North $88^{\circ}49'25''$ East, a distance of 1381.55 feet to the Point of Beginning.

EXHIBIT "B"
GENERAL DESCRIPTION: CITY PROPERTY

LEGAL DESCRIPTON

A parcel of land being a portion of Reserved Parcel T-1 and T-2 as shown in the Subdivision Plat Easthampton, Section 34, Palm Coast as recorded in Map Book 11, Pages 30 through 49 of the Public Records of Flagler County, Florida being more particularly described as follows:

As a POINT OF BEGINNING being the intersection of the Northeast corner of said Reserved Parcel T-1 and the Westerly right-of-way line of Easthampton Boulevard; thence South 01°10'35" East a distance of 461.25 feet; thence departing said right-of-way line South 88°49'25" West a distance of 1381.55 feet to a point on the Easterly lot lines of Block 152 of said Section 34; thence North 00°22'11" West a distance of 461.30 feet to the Southerly lot lines of Block 160 and the North line of Reserved Parcel T-1; thence North 88°49'25" East a distance of 1375.06 feet to the POINT OF BEGINNING.

Parcel containing 14.5947 acres more or less.

EXHIBIT "C"
DEVELOPMENT AGREEMENT

Prepared by and Return to:
Andy Hagan, Esq.
Intervest Construction, Inc.
2379 Beville Road
Daytona Beach, FL 32119

Inst No: 2012010307 04/05/2012
02:47PM Book: 1862 Page: 1690 Total Pgs: 26

GAIL WADSWORTH, FLAGLER Co.

CP AND HG RESIDENTIAL LOTS LLC

MASTER PLAN DEVELOPMENT AGREEMENT

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the "Development Agreement") is made and executed this 20th day of March, 2012, by and between the **CITY OF PALM COAST**, a Florida municipal corporation (herein referred to as the "City"), whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida, 32164, and the owner of the subject property, **CP AND HG RESIDENTIAL LOTS LLC**, a Florida limited liability company (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status) whose address is 2379 Beville Road, Daytona Beach, Florida 32119.

WITNESSETH:

WHEREAS, CP AND HG RESIDENTIAL LOTS LLC, are owners of a 29 (+/-) acre site, as more particularly described on **Exhibit "A"**; and

WHEREAS, the City owns an abutting 14 (+/-) acre site as more particularly described in **Exhibit "B"**; and

WHEREAS, the 2020 and 2035 Comprehensive Plan future land use designation of the City 14 (+/-) acre site is Greenbelt; and

WHEREAS, prior to the adoption of the City of Palm Coast 2020 Comprehensive Plan on April 6, 2004, and the amended 2035 Comprehensive Plan adopted on June 21, 2011, the future land use designation of the Owner's 29 (+/-) acre site was Residential-Low Density which allows 1-3 units per acre; and

WHEREAS, the City amended the future land use designation of the Owner's 29 (+/-) acre site to Greenbelt, which allows 1 unit per acre when it adopted the City 2020 Comprehensive Plan; and

WHEREAS, on or about June 29, 2004, the **Owner's** predecessor (Interwest Construction Inc.) filed a challenge with the Department of Community Affairs regarding the future land use designation of the Owner's property; and

WHEREAS, the Owner and the City engaged in litigation pending in the Division of Administrative Hearings (Case # 04-2265GM); and

WHEREAS, in the course of the litigation, the City and the Owner, desiring to resolve and settle the pending lawsuit, conducted a due diligence evaluation of their respective properties and surrounding areas; and

WHEREAS, the City and the Owner agree that in order to maximize the cohesive sustainability of the wetland resources, establish contiguity of open space, and reinforce compatibility with the surrounding area, it was agreed an exchange of a portion in part, or in whole, of the real properties owned by each party is necessary; and

WHEREAS, the City and Owner agree the most prudent manner to accomplish sustainability of the wetland resources, contiguity of open space, and compatibility with the surrounding area is to establish a Master Planned Development (MPD) and accompanying Development Agreement which will encumber the Subject Property; and

WHEREAS, the Owner requests approval for a MPD to allow a residential subdivision to be developed and located on the Subject Property (the "Development") subject to the conditions set forth in this Development Agreement; and

WHEREAS, the parties have approved the terms of a Settlement and Commitment Agreement (the "Settlement Agreement"), which has caused the pending litigation between the parties to be abated pending review and approval by the City of the MPD and this Development Agreement; and

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

WHEREAS, the City of Palm Coast City Council finds that this Development Agreement is consistent with the City's Comprehensive Plan and Unified Land Development Code (herein referred to as the "LDC") and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

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

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

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

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

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

and substance acceptable to the City Attorney prior to the City's execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. APPROVAL OF MASTER PLAN DEVELOPMENT

(a). The City Council at its business meeting of March 20, 2012, approved a Master Plan Development for the Subject Property subject to the terms and conditions of this Development Agreement.

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

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

(d). Additional conditions of approval may be included in the relevant minutes of the Planning and Land Development Regulation Board and City Council meetings. Any representations and promises made by the Owner during the zoning review and approval process (whether oral or in writing) shall also be additional conditions of approval, if the City deems that to be appropriate.

SECTION 4. PERMITTED USES/DENSITY.

The Owner agrees to fully comply with the following use restrictions on the Subject Property. The following uses are permitted on the Subject Property: single family homes

and other uses permitted in the City's SFR- 2 zoning district.

The number of single family residential units shall be limited to a maximum of fifty-eight (58). The single family residential lots shall typically measure sixty 75 feet wide by one-hundred ten (110) feet deep for interior lots abutting the interior lake. Lots along the northerly and westerly perimeter shall typically measure eighty (80) feet wide by one-hundred ten (110) feet deep as depicted on the Conceptual Master Site Plan (Exhibit C).

SECTION 5. EXCHANGE OF PROPERTY.

The Owner, prior to preliminary plat application submittal, shall cause to happen, the exchange of 6 +/- of the 29 acres described in **Exhibit "A"** for the City's 14+/- acres described in **Exhibit "B"**. In a form satisfactory to the City, said exchange shall be accomplished via an Agreement for the Exchange of Real Property which may be executed by the City Manager.

SECTION 6. MODIFICATIONS TO THE CONCEPTUAL DEVELOPMENT PLAN.

The exact location of accessways, lake and other improvements as provided for on the Conceptual Master Site Plan (**Exhibit "C"**) are subject to change during the development review process and such modifications do not require amendment of this Development Agreement. Modifications to the exact location of accessways, lake and other improvements may be requested by the Developer and may be approved by the Land Use Administrator, or his or her designee, during review of construction documents, site plans, preliminary plats and/or final plats for the Development or portions thereof; provided, however, that the development standards contained in this Development Agreement shall

be maintained. Moreover, the Land Use Administrator is authorized to approve modifications to the conceptual site plan, construction documents, and final site plans for the Subject Property or portions thereof (collectively, "Plans" and individually, a "Plan), so long as applicable plan complies with the development standards in this Development Agreement. This Development Agreement does not constitute a preliminary plat or final plat approval for the Development and as such, shall be required to obtain all necessary land use approvals, including preliminary and final plat approval.

SECTION 7. LAND DEVELOPMENT CODE NON-APPLICABILITY.

(a). The requirements of this Section supersede any inconsistent provisions of the *LDC* of the City to the extent that any inconsistency prohibits development implementation of the Conceptual Site Plan inasmuch as the MPD is the assigned zoning district for the Subject Property. **Exhibit "C"** depicts the Conceptual Master Site Plan for the Subject Property. The plan shows the general layout of the proposed streets, lots, buffers and stormwater ponds. Modifications are anticipated as the Development undergoes more detailed planning and engineering design and the permitting/approval process. Due to the Owner providing sufficient information consistent with the City's Subdivision Master Plan (SMP) requirements, the City's SMP review process is hereby waived. Said waiver of the SMP does not preclude the necessity of Owner obtaining preliminary and final plat approval. Modifications as the result of the permitting/approval process do not require amendment of this Development Agreement provided the modifications are made to implement the Conceptual Plan and no major conflicting provisions exist.

(1). Wetlands: The Owner and the City agree that permitting by St. Johns River Water Management District (SJRWMD) and, if necessary, Army Corps of Engineers (ACOE) to meet their applicable rules and regulations for the Subject Property will satisfy

City requirements and no further wetland permitting will be required by the City.

(2). Wetland buffer: The Owner and the City agree that permitting by SJRWMD to meet their applicable rules and regulations for the Subject Property will satisfy City requirements and no further wetland buffer permitting will be required by the City.

(3). Stormwater: The Owner and the City agree that permitting by St. Johns River Water Management District (SJRWMD) to meet their applicable rules and regulations for the Subject Property relative to drainage systems will satisfy City requirements and no further permitting will be required by the City. The City shall grant to the Owner an easement to connect to the existing drainage ditch on the north boundary of the Subject Property. The existing community wide drainage ditch will be utilized in the stormwater design for discharge from the interior retention pond system on the Subject Property.

(4). Roadways / Rights-of-Way: The street right of way will be fifty (50) feet wide with short cul-de-sacs as shown on the Conceptual Plan, designed and constructed in accordance with the LDC.

(5). Landscaping:

(i) Perimeter Buffer: The Owner shall preserve a twenty-five (25) foot wide natural vegetation buffer on its north and west boundaries which includes an existing twenty (20) foot wide utility easement on the northerly Subject Property boundary. It is acknowledged that the twenty (20) foot easement will be included within the twenty-five (25') foot wide buffer on the northerly Subject Property boundary as shown on the Conceptual Master Site Plan (**Exhibit "C"**). If any sections of the utility easement and buffer strip, including the westerly boundary perimeter buffer, have previously been disturbed or cleared those areas shall be filled in with supplemental planting by the Owner subject to approval by the City. The City and Developer acknowledge the presence of an existing ditch which

extends the length of the northerly boundary of the Subject Property (within Reserve Parcel T-1, Subdivision Plat Easthampton-Section 34, MB11 PG47 of Flagler County) the purpose of which furthers the communitywide stormwater system. The Developer shall verify if portions of the twenty-five (25) foot wide buffer area may contain the existing ditch. If such a condition exists, the City shall not require the Owner to provide additional buffer area. However, such a condition does not preclude the addition of supplemental landscape screening within the buffer area should the City and Owner determine such action is warranted.

(ii) Perimeter Landscaping: In conjunction with Site Development Requirements in Section 7, Site Development Requirements, the developer shall comply with the applicable requirements of Chapter 11 Tree Protection, Landscaping, Buffers, and Irrigation of the LDC prior to commencement of clearing of the Subject Property.

(6). Signage: The Owner shall have the right to install a landscaped wall/ fence in accordance with the LDC along the residential portion of the Subject Property on Easthampton Blvd which shall contain permanent project identification signage at each side of each entrance. The Owner or its builder shall be allowed to install a temporary freestanding sales sign in accordance with the LDC at the entrances during the sales duration which must and then will be removed upon sellout.

(7). Site Development Requirements: At its discretion, and after obtaining all necessary permits, the Owner may clear and fill lots within the Development at the time the Development infrastructure improvements are being installed.

(8). Entry Features: The Development entrances and the boundary along Easthampton Blvd. shall be attractively landscaped in a manner that is acceptable to the City and may contain a wall/fence and permanent monument type project signage.

(9). Stormwater Management System: The City will allow a portion of the Subject Property to discharge into the existing community wide stormwater management system. The remaining portion will be detained and treated in accordance with the City and SJRWMD requirements.

(10). Recreation: No recreational facility is planned or required by the City within the residential area of the Subject Property. At the sole and exclusive expense of the Owner, site improvements to the City owned property shall be limited to the construction of stormwater facilities, as deemed necessary, and as generally depicted on the Conceptual Master Site Plan (**Exhibit "C"**)

(11). Utilities: At the sole expense of the Owner, the City will allow a sewer force main to be installed along Easthampton Blvd. from the Development entrance northward to connect with the existing City force main located at the intersection of Ellsworth Drive. The portable water system for the Development shall connect to the existing water main adjoining the Subject Property on Easthampton Blvd. Owner shall not be required to install dry reclaimed water pipelines if reclaimed water service is not available to the Subject Property at the time the development order is issued for the preliminary plat and construction plans. The Owner further recognizes that all necessary State and City permits shall be obtained prior to the issuance of a development order associated with infrastructure improvements.

(12). Water Conservation: Reclaimed water service is not available to the Subject Property. The Owner shall meet applicable SJRWMD rules for consumption of water, including requirements pertaining to the use of the lowest quality water source for irrigation as indicated in Chapter 40C-2, Florida Administrative Code (F.A.C.). The Development may include a master irrigation system for the common landscape areas as

allowed by Chapter 40C-2 F.A.C., including, but not limited to, groundwater, surface water and/or potable water.

(13) Fencing/Walls: Homeowners shall be permitted to install fencing in the rear yard area. Said fencing shall be constructed of aluminum, wrought iron, or PVC and installed in accordance with the LDC. Chain link or wood fencing is not permitted.

(14) Model Homes: Commencement of model home construction shall be allowed prior to final approval of infrastructure improvements and final plat recordation and upon completion of the road base and functional potable water and sanitary sewer availability.

Construction of model homes for purposes of selling residential properties shall be permitted. The City shall allow the designated Model Home center to include the following:

1. Temporary parking lot on an adjoining lot
2. Model Home identification signage
3. Three (3) sales flags on each model lot
4. Temporary directional and sales signs at each entrance during the sales period. All temporary directional and sales signs shall be removed upon completion of the initial builder/developer sales effort.

SECTION 8. DIMENSIONAL STANDARDS.

TABLE -1 below delineates the minimum residential lot dimensional standards established under the provisions of this Development Agreement:

TABLE -1 – Dimensional Standards

Minimum Lot Size	8,250 square feet
Minimum Lot Width	75 feet (front setback line)

Minimum Living Area	1,200 square feet
Minimum Front Setback	20 feet
Minimum Rear Setback	10 feet
Minimum Side Interior Setback	7.5 feet
Minimum Side Street Setback	15 feet
Maximum impervious surface ratio (per lot)	0.75
Maximum Building Height***	35 feet

*** Residences bordering westerly property perimeter shall be limited to one (1) story.

SECTION 9. PHASING OF DEVELOPMENT.

The infrastructure for the residential Development area will be developed as a single phase.

SECTION 10. FACILITY COMMITMENTS.

(a). The Owner agrees to cause to construct and complete, at a minimum, the following improvements:

(1) **ON SITE IMPROVEMENTS**

- i. subdivision roadway.
- ii. sewer collection system.
- iii. potable water distribution system.
- iv. stormwater system within the Development area.

(2) **OFF-SITE IMPROVEMENTS:** The City and Developer have identified certain off-site improvements that are desired for the Cypress Knoll neighborhood. The Developer further agrees that prior to preliminary plat application submittal said Developer shall contribute a sum of \$90,000 to the City for the purpose of accomplishing the following community improvements. In the event that the City elects to construct one or more of the improvements prior to the Developer submitting a preliminary plat application, the Developer

is not relieved of his/her obligation to contribute the sum of \$90,000 to the City, as specified herein.

(a). Sidewalk – Construction of sidewalk extension along the north side of Easthampton Blvd., ten (10) feet in width, extending from the southerly corner of Eric Drive to Egret Trail.

(b). Right Turn Lane - Construction of a right turn lane on Easthampton Blvd. (EHB) at the intersection of Belle Terre Parkway.

(c). Monument Sign – Replace existing Cypress Knoll neighborhood identification sign situated at the intersection of Belle Terre Parkway and EHB with updated City neighborhood prototype neighborhood identification sign.

City staff may adjust the scope and priority of the community improvements based on the developer contribution and total cost of the community improvements.

(3). **BOUNDARY SURVEY/LEGAL DESCRIPTION** – Prepare in a form acceptable to the City the necessary legal documents to execute the property exchange between CP AND HG RESIDENTIAL LOTS LLC and the City.

(a). The Owner agrees to the granting of any and all reasonable utility easements to the City which the City deems necessary to serve the Subject Property with public utilities.

SECTION 11. LIST OF OUTSTANDING PERMITS/APPROVALS, AND PROPER SEQUENCING.

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

requirements, conditions, terms, or restrictions.

(b). All required City, County, State, or Federal permits shall be obtained prior to commencement of construction.

SECTION 12. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted and may in the future increase the amount of citywide impact fees or similar exactions. The Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting.

SECTION 13. COMMON AREAS AND MAINTENANCE.

Inasmuch as the development of the Subject Property is planned to include common areas, and to ensure the long-term ownership, management, maintenance, and control of those areas, prior to the issuance of any building permits, the Owner must establish a homeowners association, in accordance with Florida law, comprised of the owners of the single family residential lots or parcels within the Development (the "Association"). The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the Association and restrictions on the ability to amend these requirements without the City's approval.

SECTION 14. BREACH; ENFORCEMENT; ALTERNATIVE DISPUTE RESOLUTION.

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

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

(c). Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of the said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing said action or terminating this Development Agreement. If thirty (30) days is not a reasonable period of time in which to cure the default, the length of the cure period shall be extended for a time period acceptable to the City, but in no case shall the cure period exceed ninety (90) days from the initial notification of default. Upon proper termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 15. NOTICES.

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

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

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

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

As to the City: City Manager
 160 Cypress Point Pkwy, Suite B-106
 Palm Coast, Florida, 32164

As to the Owner: David Haas, President
 CP AND HG RESIDENTIAL LOTS, LLC
 2379 Beville Road
 Daytona Beach, Florida 32119

SECTION 16. SEVERABILITY.

The terms and provisions of this Development Agreement are not severable and in the event any portion of this Development Agreement shall be found to be invalid or illegal, then the entire Development Agreement shall be null and void.

SECTION 17. SUCCESSORS AND ASSIGNS.

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

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

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

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

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

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

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

(d). This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan; parks master plan, including parks and trail dedications; utility construction and connections; mandating utility capacities; requiring street development or other such similar land development regulations and requirements. Notwithstanding any other provisions of this Development Agreement, the Owner's rights and entitlements under this Development Agreement shall be considered vested as of the effective date of this Development Agreement and no amendment, revision or change in the City Land Development Code subsequent to the effective date of this Development Agreement shall be binding on the Owner, except for police regulations essential to health, safety and welfare.

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

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

SECTION 19. TERM / EFFECTIVE DATE.

(a). This Development Agreement shall be effective upon adoption by the City Council of the City of Palm Coast, Florida and execution of this Development Agreement by all parties. This Agreement shall terminate twenty (20) years from its effective date.

SECTION 20. RECORDATION.

Upon adoption by the City Council of the City of Palm Coast, Florida and execution of this Development Agreement by all parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within thirty (30) days after its execution by the City and the Development Agreement shall run with the land. The Owner shall pay the costs to record this Development Agreement.

SECTION 21. PERMITS.

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

(b). The terms and conditions of this Development Agreement does not determine concurrency for the subject development or the Subject Property.

SECTION 22. THIRD PARTY RIGHTS.

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

SECTION 23. TIME IS OF THE ESSENCE.

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

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

SECTION 24. ATTORNEY'S FEES.

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

SECTION 25. FORCE MAJEURE.

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

SECTION 26. CAPTIONS.

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

SECTION 27. INTERPRETATION.

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

(b). This Development Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Development Agreement subject, however, to the provisions of Section 25.

SECTION 28. FURTHER ASSURANCES.

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

SECTION 29. COUNTERPARTS.

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

SECTION 30. MODIFICATIONS / AMENDMENTS/NON-WAIVER.

(a). Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment. This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon

approval of the City Council of the City of Palm Coast.

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

SECTION 31. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.

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

(SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE)

IN WITNESS WHEREOF, the City and CP and HG Residential Lots LLC have caused this Development Agreement to be duly executed by his/her/its/their duly authorized representative(s) as of the date first above written.

OWNER'S/APPLICANT'S CONSENT AND COVENANT:

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

WITNESSES:

CP AND HG RESIDENTIAL LOTS LLC, a Florida limited liability company

Teri L. Hansen
TERI L. HANSEN
(print)

By: *Charlene B. Irland*
Print name: Charlene B. Irland *jay*
Title: Vice President

Joanne Schieder
JOANNE SCHIEDER
(print)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of March, 2012, by Charlene B. Irland, the Vice President of CP AND HG RESIDENTIAL LOTS, LLC, a Florida limited liability company, (check one) who is personally known to me or who produced _____ as identification.



Teri L. Hansen
Notary Public - State of Florida
Print Name: TERI L. HANSEN
My Commission expires:

CITY OF PALM COAST, FLORIDA

Jon Netts, Mayor

ATTEST:

Virginia A. Smith
Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William E. Reischmann, Jr.
William E. Reischmann, Jr., City Attorney

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 20 day of March, 2012, by Jon Netts, Mayor of the City of Palm Coast, Florida, who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Judi D. McCullar
Commission #DD845994
Expires: DEC. 16, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Judi D. McCullar
Notary Public - State of Florida
Print Name: Judi D. McCullar
My Commission expires:

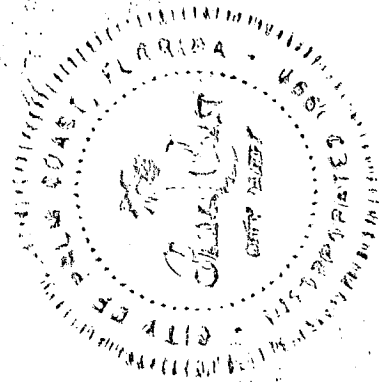


EXHIBIT "A"
[OWNER PROPERTY: 29+/- ACRES]

Easthampton Parcel
Legal Description

Parcel 362.01 Southerly portion of Reserved Parcel "T-2" Section 34

A parcel of land being a portion of Reserved Parcel "T-2" according to the subdivision map Easthampton Section 34, Palm Coast, Recorded in Map Book 11, Pages 30 through 49, of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference begin the Northeast corner of Reserved Parcel "T-1" according to said subdivision map of Easthampton Section 34, thence South $01^{\circ}10'35''$ East along the west right-of-way line of Easthampton Boulevard a distance of 461.25 feet to the Point of Beginning of this description, thence continue South $01^{\circ}10'35''$ East a distance of 890.74 feet, thence departing Easthampton Boulevard South $88^{\circ}37'21''$ West along the southerly line of Reserved Parcel "T-2" a distance of 1615.25 feet to a point on a curve, thence Northeasterly 349.47 feet along the arc of a curve to the left (concave Northeasterly) having a central angle of $88^{\circ}59'32''$, a radius of 225.00 feet, a chord bearing of North $44^{\circ}07'35''$ and a cord distance of 315.39 feet to a point of tangency, thence North $00^{\circ}22'11''$ West a distance of 674.64 feet, thence North $88^{\circ}49'25''$ East, a distance of 1381.55 feet to the Point of Beginning.

EXHIBIT "B"
[CITY PROPERTY: 14+/- ACRES]

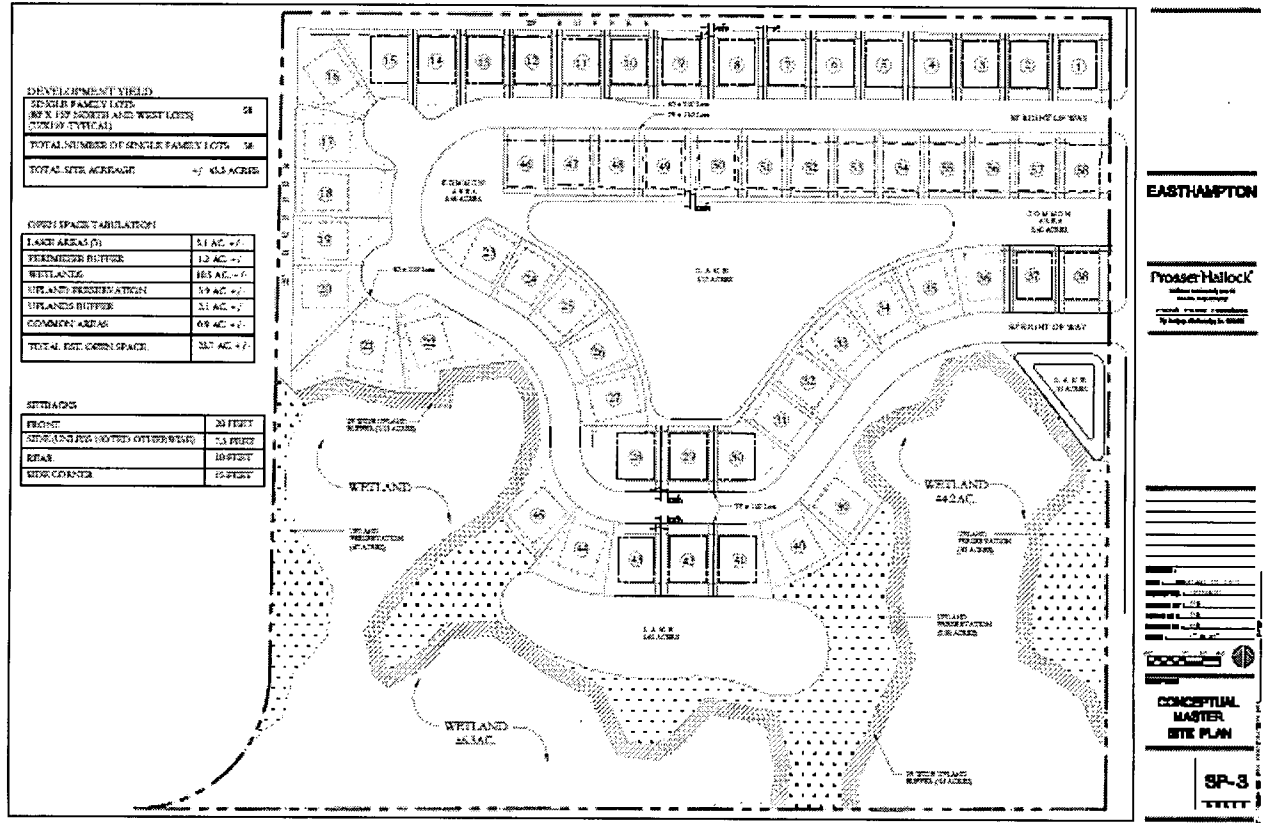
LEGAL DESCRIPTON

A parcel of land being a portion of Reserved Parcel T-1 and T-2 as shown in the Subdivision Plat Easthampton, Section 34, Palm Coast as recorded in Map Book 11, Pages 30 through 49 of the Public Records of Flagler County, Florida being more particularly described as follows:

As a POINT OF BEGINNING being the intersection of the Northeast corner of said Reserved Parcel T-1 and the Westerly right-of-way line of Easthampton Boulevard; thence South 01°10'35" East a distance of 461.25 feet; thence departing said right-of-way line South 88°49'25" West a distance of 1381.55 feet to a point on the Easterly lot lines of Block 152 of said Section 34; thence North 00°22'11" West a distance of 461.30 feet to the Southerly lot lines of Block 160 and the North line of Reserved Parcel T-1; thence North 88°49'25" East a distance of 1375.06 feet to the POINT OF BEGINNING.

Parcel containing 14.5947 acres more or less.

EXHIBIT "C" [CONCEPTUAL MASTER SITE PLAN]



**Flagler/Palm Coast
NEWS-TRIBUNE**

Published Each Wednesday and Saturday
Flagler County, Florida

**State of Florida,
County of Flagler**

Before the undersigned authority personally appeared

Cynthia Maley

who, on oath says that she is

LEGAL COORDINATOR

of The Flagler/Palm Coast NEWS-TRIBUNE, a twice weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a

NOTICE OF PUBLIC HEARING

NT 978775

in the Court,
was published in said newspaper in the issues.....

JANUARY 28, 2012

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each Wednesday and Saturday and has been entered as second-class mail matter at the post office in Flagler Beach, in said Flagler County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Cynthia Maley

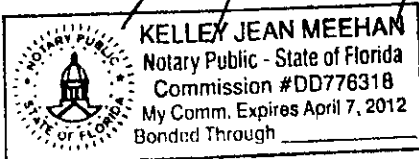
Sworn to and subscribed before me

This 30TH of JANUARY

A.D. 2012

Kelley Jean Meehan

49D



000978775

**City of Palm Coast
Notice of Public Hearing
ORDINANCE NO. 2012-XX
Application # 2382**

The City of Palm Coast will consider the adoption of Ordinance Number 2012-XX entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR PARCEL ID NUMBERS 07-11-31-7034-AT2-0000 AND 07-11-31-7034-AT2-0010 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA CONTAINING 43.29+/- ACRES FROM ESTATE-2 (EST-2) AND PUBLIC/SEMIPUBLIC (PSP), TO MASTER PLANNED DEVELOPMENT ZONING DISTRICT (MPD); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE"

Notice is hereby given of the following hearing on the proposed ordinance:

City Council: February 7th, 2012 (6:30 p.m.)

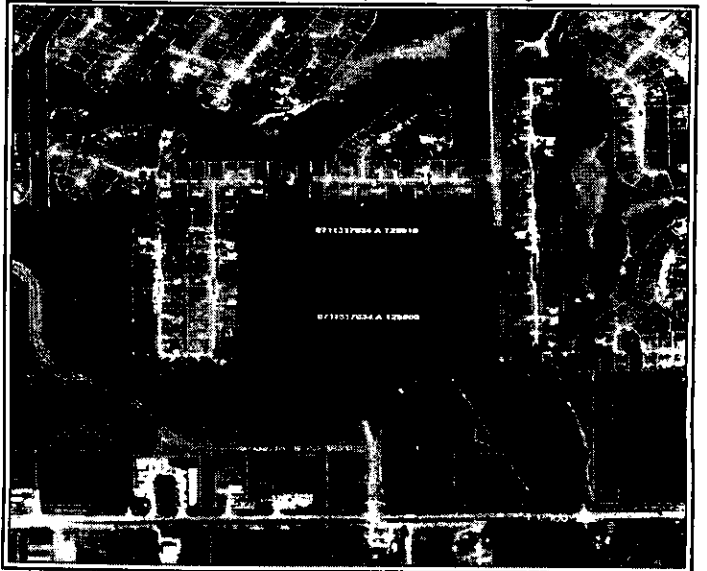
The public hearing is to be held in the large meeting room in the Palm Coast Community Center located at 305 Palm Coast Parkway NE, Palm Coast, Florida.

The request is applicant initiated by CP and HG Residential Lots, LLC and the City of Palm Coast to rezone Parcel Number 07-11-31-7034-AT2-0000 and 07-11-31-7034-AT2-0010. The location of the subject property is situated on the west side of Easthampton Blvd. and south of the southerly extension of Eric Drive, lying within the City of Palm Coast, Flagler County, Florida or as more specifically shown on the attached location map.

Interested parties may appear at the meeting and be heard regarding the proposed zoning change from Estate-2 (EST-2) and Public/Semipublic (PSP) to Master Planned Development District (MPD). Interested parties may also submit written comments regarding the proposed rezoning to Ray Tyner, Planning Manager, Community Development Department, 160 Cypress Point Parkway, Suite B-106 Palm Coast, Florida 32164.

A complete application package is on file with the Community Development Department at City Offices, 160 Cypress Point Pkwy., Suite B-106, Palm Coast, Florida, 32164 or the City website: www.palmcoastgov.com and may be inspected by the public.

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



**Flagler/Palm Coast
NEWS-TRIBUNE**

Published Each Wednesday and Saturday
Flagler County, Florida

State of Florida,
County of Flagler

Before the undersigned authority personally appeared

Cynthia Maley

who, on oath says that she is

LEGAL COORDINATOR

of The Flagler/Palm Coast NEWS-TRIBUNE, a twice weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a

NOTICE OF PUBLIC HEARING

NT 984211

in the Court,
was published in said newspaper in the issues.....

FEBRUARY 25, 2012

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each Wednesday and Saturday and has been entered as second-class mail matter at the post office in Flagler Beach, in said Flagler County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Cynthia Maley

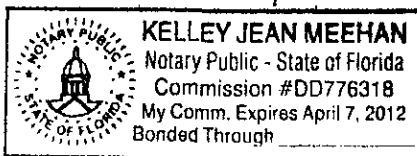
Sworn to and subscribed before me

This 27TH of FEBRUARY

A.D. 2012

Kelley Jean Meehan

49D



000984211

**City of Palm Coast
Notice of Public Hearing
ORDINANCE NO. 2012-XX
Application # 2382**

The City of Palm Coast will consider the adoption of Ordinance Number 2012-XX entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR PARCEL ID NUMBERS 07-11-31-7034-AT2-0000 AND 07-11-31-7034-AT2-0010 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA CONTAINING 43.29+/- ACRES FROM ESTATE-2 (EST-2) AND PUBLIC/SEMIPUBLIC (PSP), TO MASTER PLANNED DEVELOPMENT ZONING DISTRICT (MPD); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE”

Notice is hereby given of the following hearing on the proposed ordinance:

City Council: March 6th, 2012 (6:30 p.m.)

The public hearing is to be held in the large meeting room in the Palm Coast Community Center located at 305 Palm Coast Parkway NE, Palm Coast, Florida.

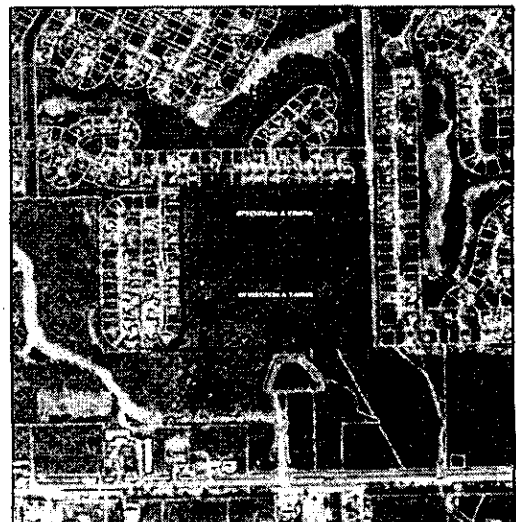
The request is applicant initiated by CP and HG Residential Lots, LLC and the City of Palm Coast to rezone Parcel Number 07-11-31-7034-AT2-0000 and 07-11-31-7034-AT2-0010. The location of the subject property is situated on the west side of Easthampton Blvd. and south of the southerly extension of Eric Drive, lying within the City of Palm Coast, Flagler County, Florida or as more specifically shown on the attached location map.

Interested parties may appear at the meeting and be heard regarding the proposed zoning change from Estate-2 (EST-2) and Public/Semipublic (PSP) to Master Planned Development District (MPD). Interested parties may also submit written comments regarding the proposed rezoning to Ray Tyner, Planning Manager, Community Development Department, 160 Cypress Point Parkway, Suite B-106 Palm Coast, Florida 32164.

A complete application package is on file with the Community Development Department at City Offices, 160 Cypress Point Pkwy, Suite B-106, Palm Coast, Florida, 32164 or the City website: www.palmcoastgov.com and may be inspected by the public.

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Location Map



**Flagler/Palm Coast
NEWS-TRIBUNE**

Published Each Wednesday and Saturday
Flagler County, Florida

**State of Florida,
County of Flagler**

Before the undersigned authority personally appeared

Cynthia Maley

who, on oath says that she is

LEGAL COORDINATOR

of The Flagler/Palm Coast NEWS-TRIBUNE, a twice weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a

NOTICE OF PUBLIC HEARING

NT 986666

in the Court,
was published in said newspaper in the issues.....

MARCH 10, 2012

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each Wednesday and Saturday and has been entered as second-class mail matter at the post office in Flagler Beach, in said Flagler County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Cynthia Maley

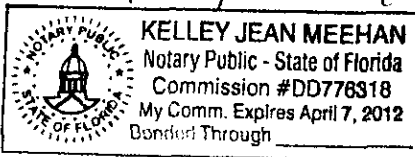
Sworn to and subscribed before me

This 12TH of MARCH

A.D. 2012

Kelley Jean Meehan

49D



0000986688

**City of Palm Coast
Notice of Public Hearing
ORDINANCE NO. 2012-XX
Application # 2382**

The City of Palm Coast will consider the adoption of Ordinance Number 2012-XX entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR PARCEL ID NUMBERS 07-11-31-7034-AT2-0000 AND 07-11-31-7034-AT2-0010 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA -CONTAINING 43.29+/- ACRES FROM ESTATE-2 (EST-2) AND PUBLIC/SEMI-PUBLIC (PSP), TO MASTER PLANNED DEVELOPMENT ZONING DISTRICT (MPD); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE”

Notice is hereby given of the following hearing on the proposed ordinance:

City Council: March 20th, 2012 (9:00 a.m.)

The public hearing is to be held in the large meeting room in the Palm Coast Community Center located at 305 Palm Coast Parkway, NE, Palm Coast, Florida.

The request is applicant initiated by CP and HG Residential Lots, LLC and the City of Palm Coast to rezone Parcel Number 07-11-31-7034-AT2-0000 and 07-11-31-7034-AT2-0010. The location of the subject property is situated on the west side of Easthampton Blvd. and south of the southerly extension of Eric Drive, lying within the City of Palm Coast, Flagler County, Florida or as more specifically shown on the attached location map.

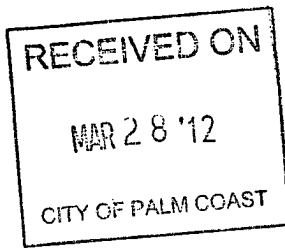
Interested parties may appear at the meeting and be heard regarding the proposed zoning change from Estate-2 (EST-2) and Public/Semipublic (PSP) to Master Planned Development District (MPD). Interested parties may also submit written comments regarding the proposed rezoning to Ray Tyner, Planning Manager, Community Development Department, 160 Cypress Point Parkway, Suite B-106 Palm Coast, Florida 32164.

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Location Map





Prepared by:
Catherine D. Reischmann, Esq.
Brown, Garganese, Weiss & D'Agesta, P.A.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

Inst No: 2012008783 03/23/2012
11:10AM Book: 1860 Page: 1029 Total Pgs: 13
GAIL WADSWORTH, FLAGLER Co.

Return to:
City Clerk
City of Palm Coast
160 Cypress Point Parkway, Ste. B-106
Palm Coast, FL 32164

SETTLEMENT AND COMMITMENT AGREEMENT

This Settlement and Commitment Agreement (the "Agreement") is made and entered into as of the 20 day of March, 2012, by and between **CP AND HG RESIDENTIAL LOTS, LLC**, of 2379 Beville Road, Daytona Beach, FL (the "Developer"); and **CITY OF PALM COAST**, a Florida municipal corporation with an address of 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164 (the "City").

RECITALS:

WHEREAS, CP and HG Residential Lots, LLC, referred to herein as the "Developer" are owners of a 29 (+/-) acre site, as more particularly described on **Exhibit "A,"** and referred to herein as the "Developer Property"; and

WHEREAS, the City of Palm Coast, referred to herein as the "City" is the owner of an adjacent 14 (+/-) acre site, as more particularly described on **Exhibit "B,"** and referred to herein as the "City Property"; and

WHEREAS, the City amended the future land use designation of the Developer Property to Greenbelt which allows 1 unit per acre when it adopted the City of Palm Coast 2020 Comprehensive Plan, adopted April 6, 2004; and

WHEREAS, prior to the adoption of the City of Palm Coast 2020 Comprehensive Plan on April 6, 2004, and the amended 2035 Comprehensive Plan adopted on June 21, 2011, the future land use designation of the Developer Property was Residential-Low Density which allows 1-3 units per acre; and

WHEREAS, on or about June 29, 2004, the Developer (then Intervest Construction Inc.) filed a challenge with the Department of Community Affairs regarding the future land use designation of the Developer Property; and

WHEREAS, the Developer and the City are currently engaged in litigation pending in the Division of Administrative Hearings, Case # 04-2265GM (the "Proceedings"); and

WHEREAS, the City and Developer desire to resolve and settle the Proceedings between them by mutually agreeing to certain conditions which will serve as a basis for the creation of a Master Planned Development (MPD) for the Developer Property as well as the adjacent City Property, and by agreeing to other terms and conditions as set forth herein; and

WHEREAS, in creating the MPD approximately twenty-three (23+/-) acres of the 29 (+/-) acres Developer Property will be retained by the Developer; and

WHEREAS, the twenty-three (23+/-) acres of Developer Property retained by the Developer will be combined with the 14+/- acres of City Property to comprise thirty-seven (37 +/-) acres, and Developer's resulting thirty-seven (37+/-) acres will be referred to as the "Project Property"; and

WHEREAS, the City will receive six (6+/-) acres of Developer's Property; and

WHEREAS, the City is authorized by its home rule authority to enter into this Agreement; and

WHEREAS, the City Council has determined that certain conditions, terms, and restrictions are necessary to protect public health, safety, and welfare, and to promote orderly growth that is compatible with the surrounding land uses.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Definition.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Rezoning and Permitted Development Uses.** The City and the Developer shall jointly present a rezoning of the Project Property to MPD with an accompanying Master Planned Development Agreement (DA) the terms and conditions of which are outlined in Section 5; Developer Commitments.
3. **Exchange of Properties.** The City and the Developer agree that the exchange of parcels is necessary to accomplish the objectives of the MPD zoning, which includes:
 - a) Compatibility with the surrounding area.
 - b) Orderly and befitting residential development and growth
 - c) Continuity of open space.
 - d) Sustainability of existing wetland resources
4. **Exchange Contingency.** This Agreement is premised upon the exchange of properties between the Developer and the City. The exchange must occur before the Developer can apply for preliminary plat approval. If the exchange does not occur, then this Agreement and the MPD Agreement will be terminated by the City, and the City will administratively rezone the

Developer Property back to Residential Low Density. Developer will have to re-apply for MPD zoning.

5. **Developer Commitments.** The City and Developer further agree to the following terms or conditions, the responsibility of which is clarified, as follows:

I. General:

- a) **Boundary Survey/Legal Descriptions.** Developer agrees to prepare the necessary boundary surveys and legal descriptions to execute the exchange of parcels as contemplated in Section 3 above.
- b) **Master Planned Development.** The Developer, in conjunction with the City, shall seek MPD Zoning for the Project Property.
- c) **Residential Units.** The Developer shall not seek more than fifty-eight (58) single family residential dwelling units in the MPD.
- d) **Open Space.** The MPD shall include an area not less than eighteen (18+/-) acres to serve as open space that may include the development of stormwater retention ponds.
- e) **Conceptual Site Plan.** The Developer commits to build in reasonable conformity with the Conceptual Master Site Plan attached as **Exhibit "C"**, a copy of which is attached hereto and incorporated by this reference.

II. Off-Site Improvements:

The City and Developer have identified certain off-site improvements that are desired for the Cypress Knoll neighborhood. The Developer further agrees that prior to preliminary plat application submittal said Developer shall contribute a sum of \$90,000 to the City for the purpose of accomplishing the following community improvements. In the event that the City elects to construct one or more of the improvements prior to the Developer submitting a preliminary plat application, the Developer is not relieved of his/her obligation to contribute the sum of \$90,000 to the City, as specified herein.

- a) **Sidewalk –** Construction of sidewalk extension along the north side of Easthampton Blvd., ten (10) feet in width, extending from the southerly corner of Eric Drive to Egret Trail.
- b) **Right Turn Lane -** Construction of a right turn lane on Easthampton Blvd. (EHB) at the intersection of Belle Terre Parkway.
- c) **Monument Sign –** Replace existing Cypress Knoll neighborhood identification sign situated at the intersection of Belle Terre Parkway and EHB with an updated City prototype neighborhood identification sign.

City staff may adjust the scope and priority of the community improvements based on the developer contribution and total cost of the community improvements.

6. **Other Requirements.** With the exception of the matters to be set forth in this Agreement, any issues not specifically addressed in this Agreement or in the Master Plan Development Agreement shall be subject to review through the City's standard review processes and shall reflect standards consistent with all City Codes, as it may be from time to time amended.

7. **Further City Council Review and Additional Approvals.** It is understood that the City must conduct public hearings to approve the rezoning of the Project Property, and at a later time assuming that the rezoning is granted, the Final Plat must be approved. Further, in order for development to proceed, the City must review and approve final engineering plans for the Project Property and issue individual building permits. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer from the necessity of complying with the law governing such permitting requirements, condition, term or restriction.

8. **Not a Rezoning.** This Agreement does not constitute a land use or rezoning approval. The rezoning and replatting processes must be complied with prior to commencement of any development activities within the Project Property.

9. **DCA Submittal.** The parties agree that this Agreement shall be submitted to the Florida Department of Community Affairs or successors.

10. **City to Consider Rezoning.**

- a) Upon approval of this Agreement, all further proceedings with the FDCA or successor shall be stayed. Thereupon, the City Council, subsequent to a recommendation provided by the Planning and Land Development Regulation Board, shall consider: the Master Planned Development Agreement and Rezoning Ordinance, subject to the commitments in Section 5 of this Agreement.
- b) Notwithstanding the existence of this Agreement, the Developers agree that this Agreement shall in no way shall bind the City to approve the Master Planned Development Agreement and Rezoning. The City shall have the full and complete right to deny the rezoning, defer action on the rezoning, or approve the rezoning with or without the commitments set forth in Section 5 above, for the Project Property or any portion thereof. By execution hereof, the Developer understands and agrees that the City Council makes no representation as to the suitability or legal appropriateness of the Project Property for rezoning or that the City will rezone the Project Property at any time or based upon any specific conditions.
- c) In the event that the City approves the Master Planned Development Agreement and Rezoning subject to the commitments set forth in Section 5, of

this Agreement, upon such approval, the commitments shall constitute a covenant running with the land or an equitable servitude upon the land, all as the case may be, fully enforceable by the City in an action at law or in equity. Said covenants shall run with the title to the Project Property and the benefits and burdens hereof shall inure to the benefit of all successors in interest to the parties hereto; provided, however, the provisions of this paragraph are not intended to imply or require the City's consent or joinder in mortgages encumbering the Project Property, or in any restrictions, easements or any other instrument executed in connection with the development or sale of the Project Property. The City shall be entitled to seek, from time to time, after giving proper notice of noncompliance to Developer and a reasonable opportunity for the Developer to cure any deficiencies, an injunction enforcing said covenants running with the land, and it is agreed to by the City and the Developers, for themselves and their successors and assigns, in any future judicial proceeding that there is no adequate remedy at law or other remedy except for the issuance of an injunction restraining, and that all requirements for the issuance of an injunction have been met.

- d) In the event that the City approves the Master Planned Development Agreement and Rezoning of the Project Property, Sections 19 and 20 of this Agreement shall become effective.
- e) If (i) the City denies the MPD with or without any commitments or conditions; or (ii) the City approves a rezoning of the Project Property to a zoning classification other than MPD the Developer may seek to resume the Proceedings in the Division of Administrative Hearings (DOAH).

11. **Amendment.** This Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest pursuant to any applicable public notice requirements of the City.

12. **Definition of Terms.** Terms shall have the meaning and definition as set forth in the City Code of Ordinances in effect as of the date hereof. As used in this Agreement, the term "Development" or "Developed" shall be defined as set forth in Sections 163.3164(6) and 380.04, Florida Statutes (2010).

13. **Venue, Jury Trial and Attorneys Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of Palm Coast. The exclusive venue for purposes of litigation shall be Flagler County, Florida. The parties hereby waive trial by jury of any dispute and in any action on such dispute. This waiver is knowingly, willingly and voluntarily made by each party.

14. **Notice.** With regard to this Agreement, any notice of either party to the other shall be in writing, and shall be given and be deemed to have been duly given, if delivered personally, sent by facsimile transmission, by email, or mailed in a registered or certified postage paid envelope addressed to the addressee set forth below. Either party may, at any time, change

the address for notices to such party by the delivery or mailing as aforesaid a notice stating the change of addressee or person to whom notice is to be given and setting forth the changed address:

To City: City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, FL 32164
Tel: 386-986-3702

Copy To: Catherine D. Reischmann, Esq.
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801
Tel: 407-425-9566

To Developer: David Haas
CP and HG Residential Lots, Inc.
2379 Beville Road
Daytona Beach, FL 32119
Tel: 386-236-4170
Fax:

Copy to: J. Andrew Hagan, Esquire
General Counsel
2379 Beville Road
Daytona Beach, FL 32119
Tel: 386-236-4184

15. **Cooperation in the Event of Legal Challenge**. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Agreement, the parties hereby agree to cooperate in defending such action.

16. **Invalidity**. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion, unless the same shall frustrate the intentions of either party in entering into this Agreement.

17. **Compliance with Laws**. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

18. **Recording.** This Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Flagler County, Florida within fourteen (14) days after this Agreement is approved.

19. **Settlement of Disputes.** If the rezoning contemplated by Sections 2 and 5 is adopted by the City and if the rezoning is not rescinded or revoked within thirty (30) days following the filing with the City Clerk of the signed ordinance rezoning of the Project Property as contemplated in Sections 2 and 5 this Agreement shall constitute a full and final resolution of all claims in the Proceedings, and shall become immediately effective at the end of said thirty (30) day period after the filing with the City Clerk of the signed ordinance rezoning the Project Property as contemplated in Section 9. Thereupon, the City and the Developer shall file a motion with the DCA or successor requesting that these Proceedings shall be dismissed with prejudice. Said motion shall be filed within 10 days following the close of said thirty day period after the filing with the City Clerk of the final approval by the City Council of the rezoning request. If during said thirty (30) day period the rezoning ordinance is rescinded or reconsidered, Section 19 shall not become effective and the parties shall proceed according to Section 10(e) of this Agreement. Upon dismissal with prejudice, the City and Developer shall each bear its own respective costs and attorneys' fees.

20. **Release.** This provision shall become effective at the time and as provided in Section 19 of this Agreement.

In consideration of the payment of Ten and 00/100 (\$10.00), the receipt and sufficiency all of which is hereby acknowledged by the Developers, the Developers jointly and severally, hereby release, absolve, disclaim, and forever discharge the City of Palm Coast, its City Council members, officers, agents and employees, all in their official and personal capacities, of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with the Proceedings or this Agreement and from any and all rights, claims, charges, causes of action, set-offs, damages, defenses, and demands which were asserted or could have been asserted by the Developers, relating to the rezoning and Proceeding described in pleadings filed the Proceedings, including but not limited to: civil rights, 42 U.S.C. §§1983 and 1988, proceedings set forth in Section 70.001, 70.20, or 70.51, Florida Statutes; U.S. or Florida Constitutional claims relating to procedural or substantive due process, equal protection, inverse condemnation, the U.S. Fifth or Fourteenth Constitutional Amendments, Article I Section 2 or 9 or Article X Section 6 of the Florida Constitution, or claims arising directly or indirectly from the failure to rezone the Project Property as alleged in the Proceedings. Further, the Developers, on their own behalf and on behalf of their successors, privies, and assigns, and anyone claiming by, through or under same, hereby covenant not to sue and release and forever discharge the City of Palm Coast, its City Council members, officers, agents and employees, all in their official and personal capacities, individually and collectively, from all claims, demands, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, specialties, covenants, contracts, damages, claims, liens, setoffs, attorneys'/paralegals' fees, defenses, and all and every and any nature of actions or causes of action in law or in equity, which the Developers or any of them had, now has, or may subsequently accrue to any or all of them, arising out of or in connection with, arising directly or indirectly, from the failure to rezone the Project Property and the incidents described herein and in any pleadings filed in the Proceedings or with regard to the development of

the Project Property, all up to the date of final vote by the City of Palm Coast City Council granting the rezoning with or without commitments, all as described in Section 2 of this Agreement. **THE RELEASES SET FORTH IN THIS AGREEMENT ARE FREELY AND VOLUNTARILY EXECUTED BY EACH AND ALL THE DEVELOPERS, AFTER HAVING HAD THE OPPORTUNITY TO BE APPRISED OF ALL OF THE RELATIVE INFORMATION, DATA, AND ADVICE FURNISHED BY ANY CONSULTANTS OR ATTORNEYS.**

21. **No Representations.** The City and Developer jointly and individually represent and warrant that they have freely and voluntarily entered into and executed this Agreement, and that they have not been induced to enter into and execute this Agreement by any warranty, representation, promise, covenant, or agreement made by or on behalf of any other party; except as specifically set forth herein.

22. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties and their respective representatives, successors and assigns.

23. **Interpretation.** Each of the individuals or legal entities named in the preamble and constituting the City or the Developers have participated in the wording of this Agreement and had the opportunity to consult with legal counsel, and therefore, this Agreement shall not be more harshly interpreted against any party hereto. Each party shall be responsible for bearing its own costs and attorneys' fees herein.

24. **Effective Date.** This Agreement shall be effective as of the time all of the undersigned parties have executed this Agreement, subsequent to its approval by the City Council of the City.

25. **Further Assurances.** Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Settlement and Development Agreement as of the day and year first above written.

[signatures to follow]

WITNESSES:

Nicole Keeley
NICOLE KEELEY

Printed Name

Susan Lewis
SUSAN LEWIS
Printed Name

CP and HG Residential Lots LLC, a Florida limited partnership

By: [Signature]

Name: Charlene B. Irland

Title: Vice Pres

Date: 3-16-12

STATE OF FLORIDA
COUNTY OF Volusia

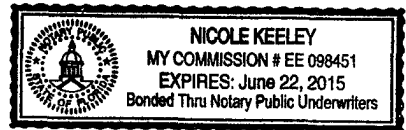
On MARCH 16, 2012, before me, NICOLE KEELEY, Notary Public, personally appeared CHARLENE B. IRLAND the VICE PRESIDENT of CP and HG Residential Lots LLC, a Florida limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nicole Keeley
Notary Public
Print Name: NICOLE KEELEY
My Commission expires:

(Seal)



WITNESSES:

Nancy Kocher
Nancy Kocher
Printed Name

Dianne Torino
Dianne Torino
Printed Name

CITY OF PALM COAST, FLORIDA

By: [Signature]
Jon Netts, MAYOR

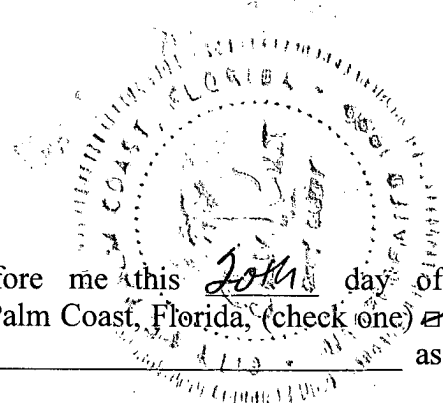
ATTEST:

By: Virginia A. Smith
Virginia A. Smith, CITY CLERK

Date: March 20, 2012

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 20th day of March, 2012, by Jon Netts, Mayor of the City of Palm Coast, Florida, (check one) who is personally known to me or who produced _____ as identification.



VIRGINIA K NORBERG
NOTARY PUBLIC STATE OF FLORIDA
MY COMM EXP AUGUST 29, 2013
COMM NO DD898256

Virginia K. Norberg
Notary Public
Print Name: _____
My Commission expires: _____

EXHIBIT "A"

[PROPERTY DESCRIPTION - CP AND HG RESIDENTIAL LOTS LLC]

Easthampton Parcel
Legal Description

Parcel 362.01 Southerly portion of Reserved Parcel "T-2" Section 34

A parcel of land being a portion of Reserved Parcel "T-2" according to the subdivision map Easthampton Section 34, Palm Coast, Recorded in Map Book 11, Pages 30 through 49, of the Public Records of Flagler County, Florida, being more particularly described as follows:

A point of reference begin the Northeast corner of Reserved Parcel "T-1" according to said subdivision map of Easthampton Section 34, thence South $01^{\circ}10'35''$ East along the west right-of-way line of Easthampton Boulevard a distance of 461.25 feet to the Point of Beginning of this description, thence continue South $01^{\circ}10'35''$ East a distance of 890.74 feet, thence departing Easthampton Boulevard South $88^{\circ}37'21''$ West along the southerly line of Reserved Parcel "T-2" a distance of 1615.25 feet to a point on a curve, thence Northeasterly 349.47 feet along the arc of a curve to the left (concave Northeasterly) having a central angle of $88^{\circ}59'32''$, a radius of 225.00 feet, a chord bearing of North $44^{\circ}07'35''$ and a cord distance of 315.39 feet to a point of tangency, thence North $00^{\circ}22'11''$ West a distance of 674.64 feet, thence North $88^{\circ}49'25''$ East, a distance of 1381.55 feet to the Point of Beginning.

EXHIBIT "B"

[PROPERTY DESCRIPTION - CITY OF PALM COAST]

LEGAL DESCRIPTION

A parcel of land being a portion of Reserved Parcel T-1 and T-2 as shown in the Subdivision Plat Easthampton, Section 34, Palm Coast as recorded in Map Book 11, Pages 30 through 49 of the Public Records of Flagler County, Florida being more particularly described as follows:

As a POINT OF BEGINNING being the intersection of the Northeast corner of said Reserved Parcel T-1 and the Westerly right-of-way line of Easthampton Boulevard; thence South 01°10'35" East a distance of 461.25 feet; thence departing said right-of-way line South 88°49'25" West a distance of 1381.55 feet to a point on the Easterly lot lines of Block 152 of said Section 34; thence North 00°22'11" West a distance of 461.30 feet to the Southerly lot lines of Block 160 and the North line of Reserved Parcel T-1; thence North 88°49'25" East a distance of 1375.06 feet to the POINT OF BEGINNING.

Parcel containing 14.5947 acres more or less.

August 22, 2025

City of Palm Coast
Attn: Michael Hanson
Project Manager
160 Lake Avenue
Palm Coast, FL 32164

TITLE OPINION PURSUANT TO SECTION 177.041, FLORIDA STATUTE

Re: East Hampton, a planned development

Dear Mr. Hanson:

On behalf of CP and HG Residential Lots, LLC, a Florida limited liability company (owner of the subject property), the undersigned, an attorney authorized and licensed to practice law in the State of Florida, has been asked to furnish a title opinion with respect to those lands described above.

For rendering the opinion set forth herein, the undersigned has examined the following:

Plat letter prepared by Old Republic National Title Insurance Company dated August 12, 2025, with a search through date of July 7, 2025, File No. 19070021 (see legal description contained in Exhibit "A").

Based upon an examination of said title evidence, it is the opinion of the undersigned that the record title to the property described on Exhibit "A" is vested in the name of CP and HG Residential Lots, LLC, a Florida limited liability company, subject to:

1. DECLARATION OF COVENANTS AND RESTRICTIONS BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 47 PAGE 275, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
2. AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 48 PAGE 231, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
3. AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 81 PAGE 560, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
4. 2ND AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 95 PAGE 254, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

5. 3RD AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 100 PAGE 9, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
6. AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 119 PAGE 620, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
7. AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 218 PAGE 594, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
8. AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 278 PAGE 447, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
9. COVENANTS BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 130 PAGE 19, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
10. QUIT CLAIM DEED FROM BY ITT COMMUNITY DEVELOPMENT CORPORATION TO THE BOARD OF COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, RECORDED IN OR 331 PAGE 531, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
11. QUIT CLAIM DEED FROM PALM COAST UTILITY CORPORATION TO THE BOARD OF COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, RECORDED IN OR 331 PAGE 535, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
12. ORDINANCE 2007-06 BY THE CITY OF BUNNELL RECORDED IN OR 1539 PAGE 895, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
13. SETTLEMENT AND COMMITMENT AGREEMENT BY CP AND HG RESIDENTIAL LOTS, LLC., AND CITY OF PALM COAST RECORDED IN OR 1860 PAGE 1029, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
14. MASTER PLAN DEVELOPMENT AGREEMENT BY CP AND HG RESIDENTIAL LOTS, LLC., AND CITY OF PALM COAST RECORDED IN OR 1862 PAGE 1690, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
15. SPECIAL WARRANTY DEED FROM ITT COMMUNITY DEVELOPMENT CORPORATION TO PALM COAST COMMUNITY SERVICE CORPORATION RECORDED IN OR 458 PAGE 6, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
16. DECLARATION OF CONSENT BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 641 PAGE 980, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

17. QUIT CLAIM BILL OF SALE FROM ITT COMMUNITY DEVELOPMENT CORPORATION TO FLORIDA WATER SERVICES CORPORATION RECORDED IN OR 641 PAGE 1048, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
18. RELEASE OF DEED RESTRICTIONS BY ITT COMMUNITY DEVELOPMENT CORPORATION RECORDED IN OR 1000 PAGE 1530, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
19. NOTICE RELATING TO RECORDING OF PALM COAST/ PALMCOAST SERVICE CORPORATION AGREEMENT TO TRANSFER OF FUNCTION AND AUTHORITY RECORDED IN OR 1482 PAGE 451, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
20. NOTICE OF MUNICIPAL LIEN FOR UTILITY FEES RECORDED IN OR 2819 PAGE 1728, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
21. SUBDIVISION PRELIMINARY PLAT DEVELOPMENT ORDER APPROVAL EAST HAMPTON MPD SUBDIVISION PLAT RECORDED IN OR 2595 PAGE 1016, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
22. ASSIGNMENT OF EASEMENT FROM ITT COMMUNITY DEVELOPMENT CORPORATION TO LOWE/PALM COAST INC., RECORDED IN OR 679 PAGE 537, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
23. IRREVOCABLE PROXY BETWEEN ITT COMMUNITY DEVELOPMENT CORPORATION AND COMMONWEALTH PALM COAST CORPORATION RECORDED IN OR 550 PAGE 1701, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

2024 Taxes are PAID under tax ID 07-11-31-7034-0A0T2-0000. No delinquent taxes.

2024 Taxes are PAID under tax ID 07-11-31-7034-0A0T2-0010. No delinquent taxes.

The foregoing opinion is rendered solely for the purpose of complying with Section 177.041 of the Florida Statutes, and may not be relied upon by, and is not for the benefit of any person or legal entity other than the City of Palm Coast, Florida.

Very truly yours,

Nika K. Hosseini

Nika K. Hosseini, Esquire

Easthampton Parcel
Legal Description
EXHIBIT "A"

Parcel 362.01 Southerly portion of Reserved Parcel "T-2" Section 34

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

**BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)**

**Meeting Date: February 3, 2026
Ordinance Number: 2026-XX
Posted To Webpage: December 9th, 2025**

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CP AND HG RESIDENTIAL LOTS LLC MASTER PLAN DEVELOPMENT AGREEMENT, AS ESTABLISHED IN SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR ±37.17 ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBERS 07-11-31-7034-0A0T2-0000 AND 07-11-31-7034-0A0T2-0010, GENERALLY LOCATED ON THE WEST SIDE OF EASTHAMPTON BOULEVARD APPROXIMATELY ±165 FEET SOUTH OF ITS INTERSECTION WITH ERIC DRIVE AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A; ADDING 13 MAXIMUM DWELLING UNITS; AMENDING MINIMUM DIMENSIONAL STANDARDS; PROVIDING FOR SEVERABILITY, CONFLICTS; AND AN EFFECTIVE DATE.

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances relating to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

5. Emergency ordinances;

6. Ordinances relating to procurement; or

7. Ordinances enacted to implement the following:

a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the city;

c. Sections 190.005 and 190.046;

d. Section 553.73, relating to the Florida Building Code; or

e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This ordinance implemented to amend development agreements relating to the subject parcels has been initiated from a private party other than the City, and therefore exempt from addressing the following sections.

ECONOMIC IMPACT ON BUSINESS

a. Estimated number of businesses impacted: Not applicable.

b. Types of businesses affected: Not applicable.

Estimated direct economic impact: Not applicable.

Negative impact: Not applicable.

Compliance Costs: Not applicable.