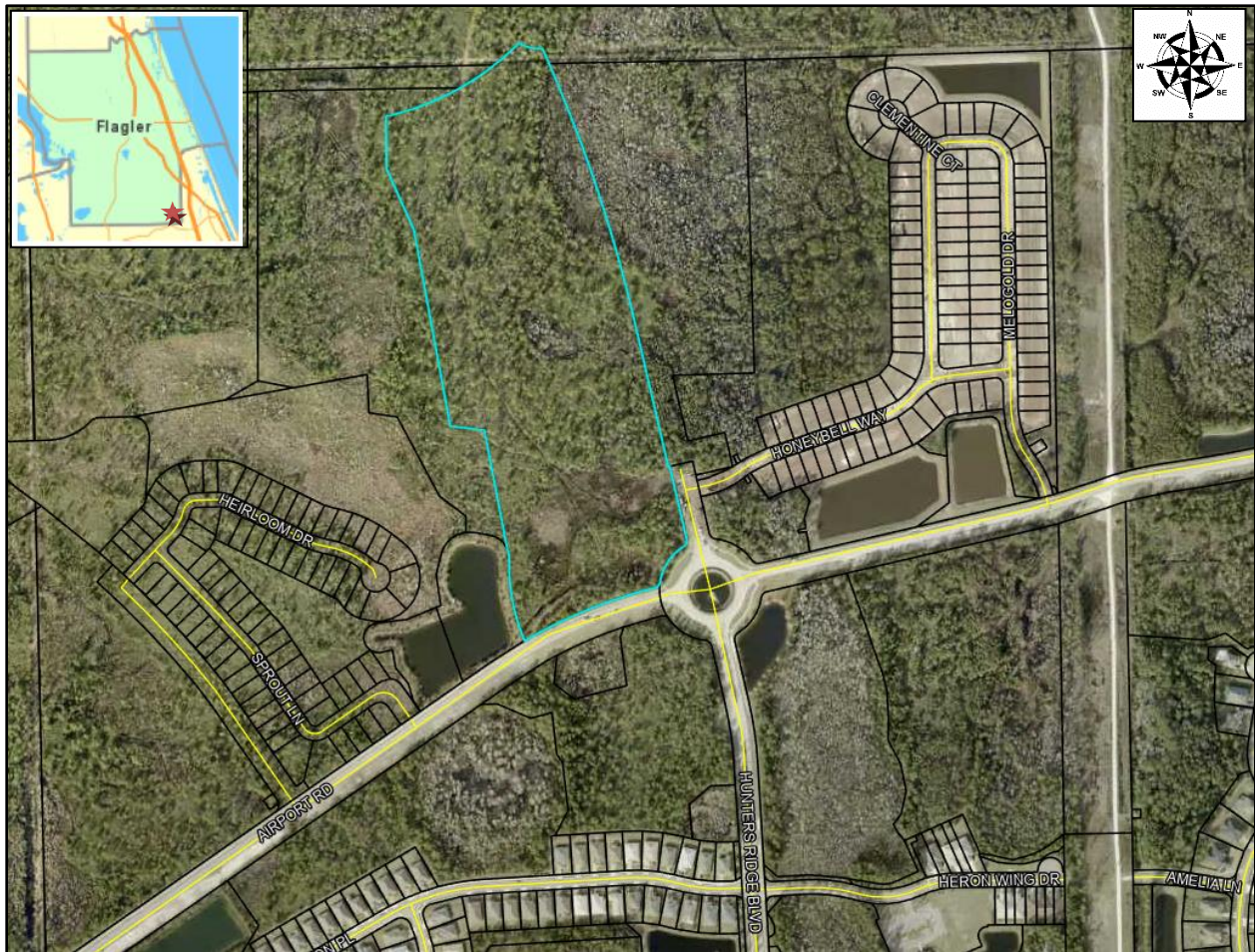


**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING/AGENDA ITEM NO. 9a**

SUBJECT: QUASI-JUDICIAL – Project No. 2024020066 – Request for Approval of a PUD (Planned Unit Development) Site Development Plan for Primrose at Hunter’s Ridge. Parcel No. 21-14-31-0000-01010-0000 and a portion of Parcel No. 22-14-31-0000-01010-0081; 27.14+/- acres. Owner: Ace and Luna II, LLC; Agent: Michael D. Chiumento III (AR No. 4697).

DATE OF MEETING: August 19, 2024

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. The subject parcel lies North of Airport Road, West of Hunter’s Ridge Boulevard’s proposed North extension:



The agent on behalf of the owner filed an application and related documents with the County on February 28, 2024. This request seeks approval of a Planned Unit Development (PUD) Development Agreement and PUD Site Development Plan (SDP) for a commercial development to be known as Primrose at Hunter’s Ridge within the

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
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Hunter's Ridge DRI. The PUD Development Agreement will be adopted through an Ordinance.

This PUD Site Development Plan application provides for a phased commercial development within the northwest quadrant of the intersection of Airport Road and Hunter's Ridge Boulevard. Primrose is identified in the Hunter's Ridge DRI Development Order as a Mixed Use Office/Retail/Service cluster consisting of 27.53 acres with a maximum density/intensity of 239,841 square feet and a maximum height of 45 feet. Based on the maximum square footage, the maximum Floor Area Ratio (FAR) is 0.20. Uses permitted within Primrose are described as those allowed within the MUL-PUD, C-1, C-2, O-1, and O-2 zoning districts. DRI-related mitigation will be handled at the time of final site plan approval unless final uses have not been identified, then the mitigation (including any outstanding impact fees) will be due at the time of building permit issuance for individual commercial uses.

The application for the PUD Site Development Plan was last discussed by the Technical Review Committee on June 19, 2024. The applicant has satisfactorily addressed the TRC comments.

The Planning and Development Board reviewed this request at its July 9, 2024 regular meeting. Following the public hearing, the Board unanimously recommended approval of the request.

BCC review authority: Section 3.04.03, LDC, requires that the Board of County Commissioners review and approve, modify or deny PUD Site Development Plans following consideration of the Planning and Development Board's recommendations and the factual data presented during the public hearing in support of the request.

This agenda item is:

quasi-judicial, requiring disclosure of ex-parte communication; or
 legislative, not requiring formal disclosure of ex-parte communication.

Public Notice: Public notice has been provided in accordance with Section 2.07.00 of the LDC.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 1 – Provide Quality Fundamental Infrastructure and Assets
 - Objective GI 1.1: Ensure public safety through continuous planning for future needs and adequate evacuation capacity.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
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FUNDING INFORMATION: No County funds are associated with this agenda item.

AFFORDABLE HOUSING IMPACT: This PUD Development Agreement and PUD Site Development Plan is for development of a commercial use within the Hunter's Ridge DRI. The approval of this request will not impact the County's provision of affordable housing.

DEPARTMENT CONTACT: Adam Mengel, Growth Management Director, (386) 313-4065

OPTIONS FOR THE BOARD: The Board of County Commissioners finds that the PUD Site Development Plan and PUD Development Agreement are consistent with the Comprehensive Plan; the Land Development Code; and the Hunter's Ridge DRI Development Order, and:

Approves Application No.4697, the PUD Site Development Plan and PUD Development Agreement for Primrose at Hunter's Ridge.

Denies Application No. 4697, the PUD Site Development Plan and PUD Development Agreement for Primrose at Hunter's Ridge.

Continues Application No. 4697, the PUD Site Development Plan and PUD Development Agreement for Primrose at Hunter's Ridge to a time and date certain.

ATTACHMENTS:

1. Technical Staff Report (TSR)
2. Draft Ordinance with PUD Development Agreement and PUD Site Development Plan
3. Application and supporting documents
4. TRC review comments/Applicant's Response to TRC comments
5. Public notice

PROJECT NO. 2024020066
PUD SITE DEVELOPMENT PLAN FOR
PRIMROSE AT HUNTER'S RIDGE
TECHNICAL STAFF REPORT

LDC Section 3.04.03 provides for minimum PUD Site Development Plan submittal requirements.

PUD Site Development Plan Specific Review

The Primrose at Hunter's Ridge PUD agreement provides development criteria within the PUD. The development criteria also include provision of construction trailers to coincide with the timing of issuance of a land development permit. The specific requirements for the PUD Site Development Plan are listed in Section 3.04.03.B. of the Land Development Code. The PUD Site Development Plan meets the County's requirements.

The intended development is as a commercial shopping center, with the attached five sheet conceptual site plan set dated February 2024 (labeled as Exhibit B) showing an initial phase consisting of no more than 76,628 square feet in two proposed buildings, one of which is described as an intended neighborhood grocery store. Parking is depicted and described based on a requirement of four spaces per 1,000 square feet of gross floor area (GFA), which yields 960 offstreet parking spaces (an exception is provided for uses like movie theaters and restaurants where combined space exceeds 10% of the total floor area, which will base its parking requirements on the FCLDC minimum plus four spaces per 1,000 square feet). The submittal emphasizes that as more specificity is required that the PUD Site Development Plan may need amendment, and this may also require that the PUD Development Agreement be amended as well.

DRI Obligations

The Map H for Hunter's Ridge DRI identifies Primrose for Mixed Retail/Office/Services use, with 27.53+/- gross acres (out of a total of 43.86 acres of Mixed Retail/Office/Services within the DRI), a maximum intensity of 239,841 square feet (0.20 FAR), and a maximum height of 45 feet.

Concurrency related obligations from the DRI Development Order, in particular those related to transportation impacts, will need to be satisfied prior to any final site plan approval.

Adoption of Specific Development Standards

The PUD Development Agreement provides for the following:

At Section 4.6 Signage – The Primrose at Hunter's Ridge signage links the signage to the FCLDC requirements.

Other sections of the PUD Development agreement include Stormwater, Wetlands, Roadways, Landscaping, Site Development Requirements, Entry Features, Lighting, and Recreation and Pedestrian Access (which is limited here to sidewalks).

As it relates to phasing (Section 5.9 Phasing), all infrastructure to support each phase shall be constructed concurrent with that phase.

The PUD Site Development Plan also provides a detail for pole lighting, consistent with the PUD Development Agreement text (see PUD Development Agreement Section 4.9 Lighting). A three sheet Landscaping Plan accompanies the PUD Site Development Plan, and offers a graphic depiction of the PUD Development Agreement text at Section 4.5 Landscaping.

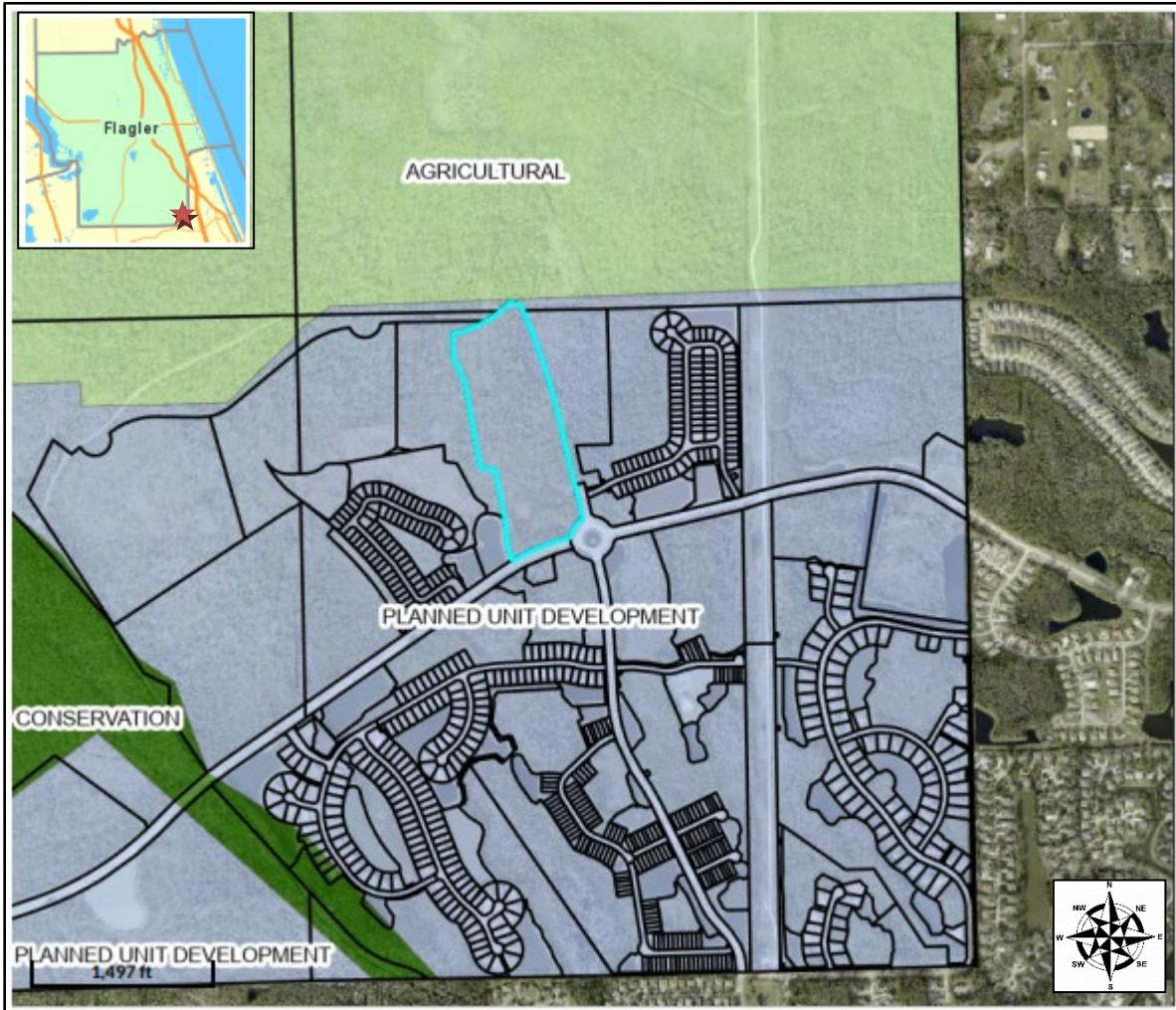
Table of Site Development Requirements

Minimum project size	5 acres
Minimum project width	300 feet
Minimum pervious area	30%
Maximum lot coverage	35%
Maximum building height	45 feet

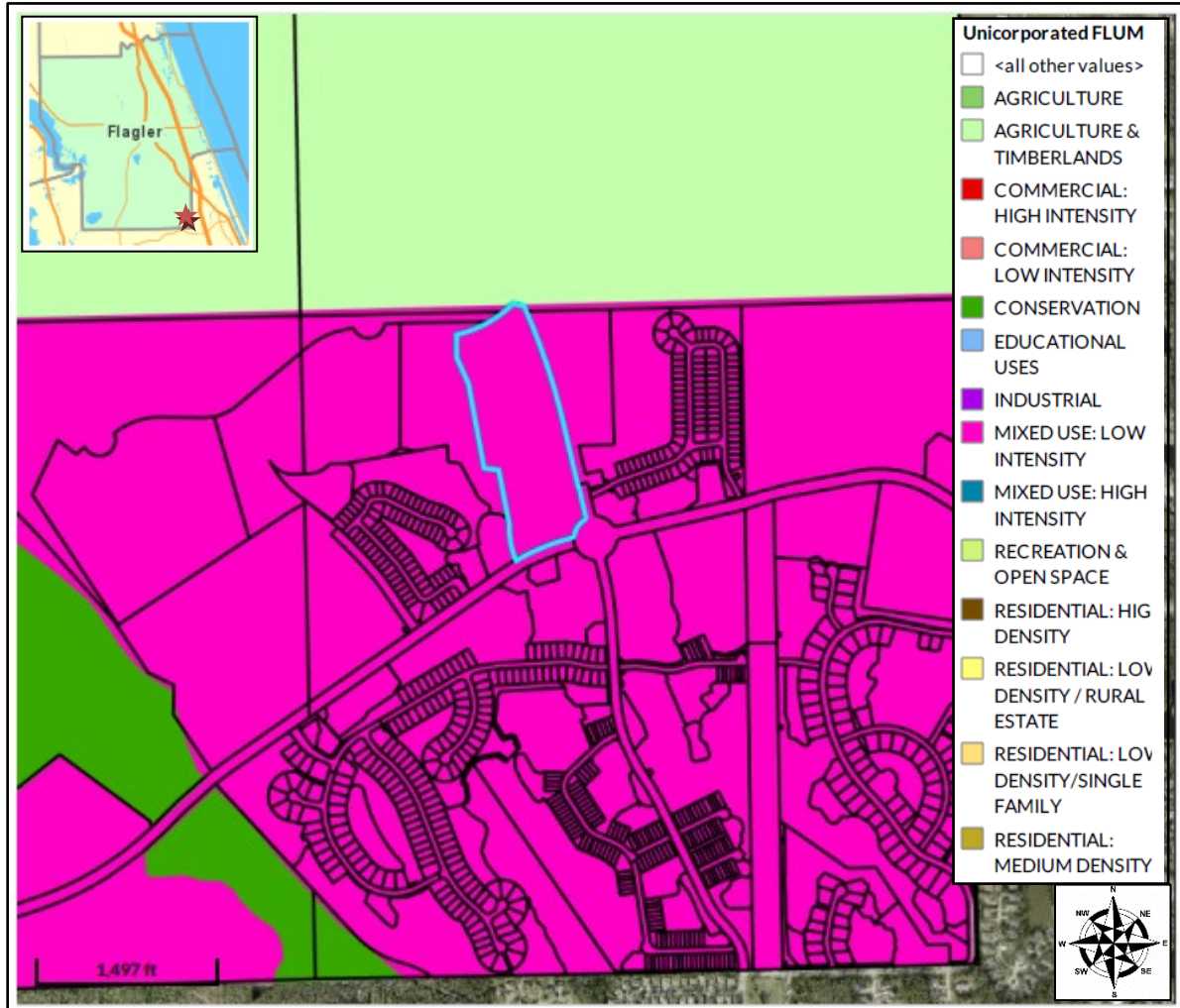
Minimum perimeter setbacks for structures:

Front yard:	100 feet
Rear yard:	50 feet
Side yard for interior lot:	50 feet
Side yard abutting any street:	100 feet

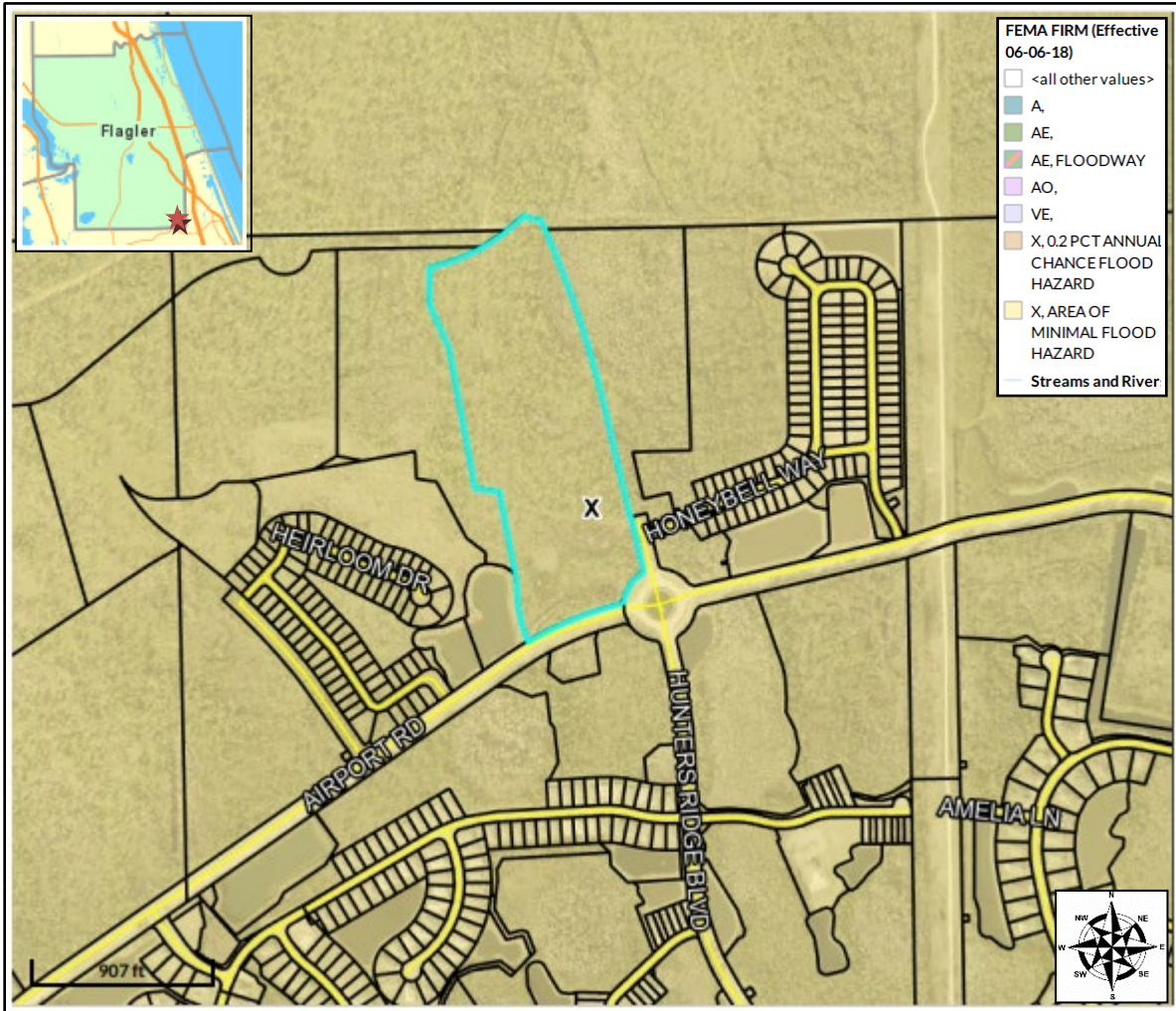
Zoning



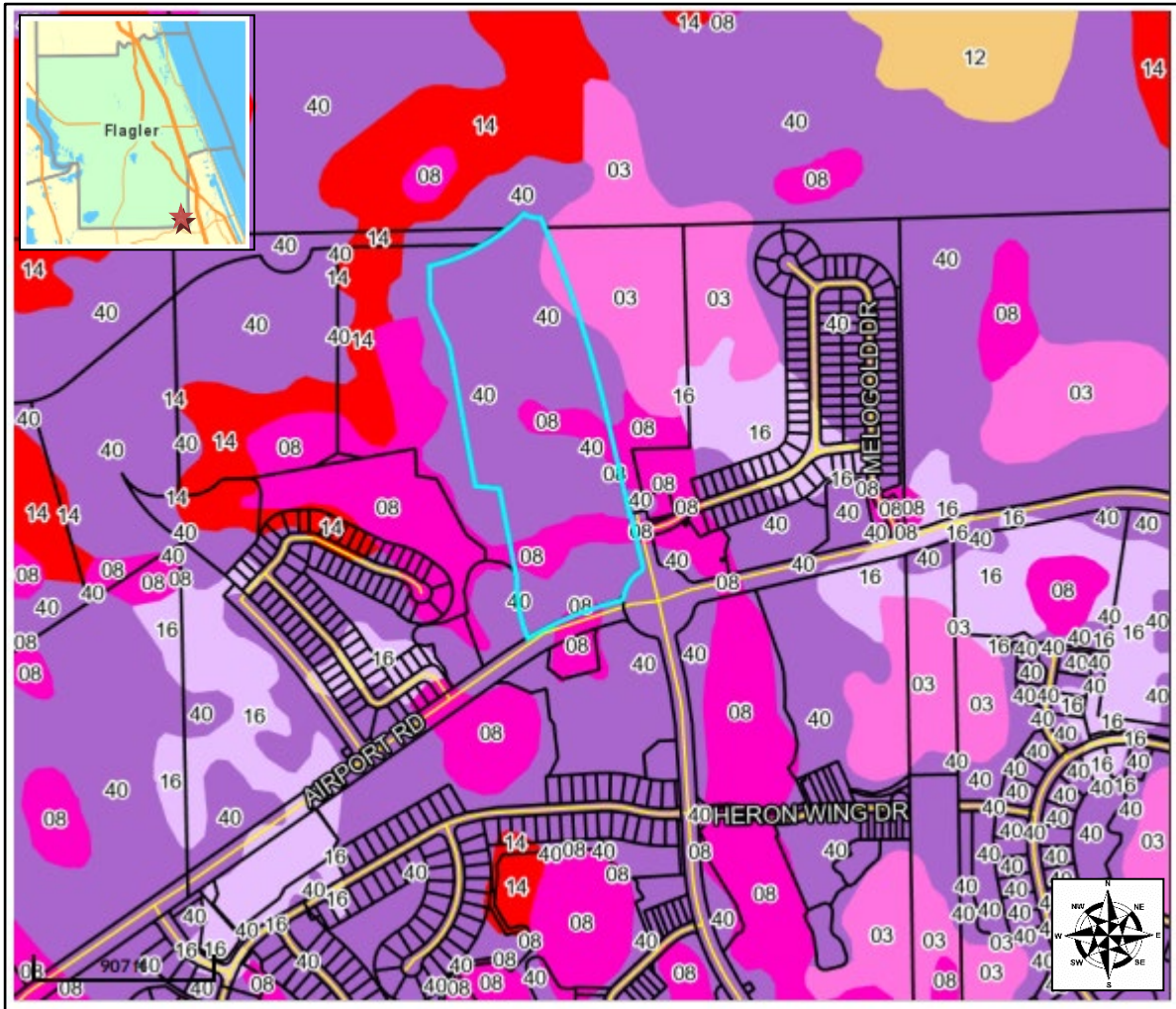
Future Land Use



Flood Zone



Soils



Soil Types
03 Samsula and Hontoon soils, depressional
08 Hicoria, Riviera, and Gator soils, depressional
40 Pomona fine sand

ORDINANCE NO. 2024 – ___

AN ORDINANCE OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, FLAGLER COUNTY, FLORIDA, DESIGNATING THE PRIMROSE AT HUNTER'S RIDGE PLANNED UNIT DEVELOPMENT (PUD); ESTABLISHING DEVELOPMENT CRITERIA THROUGH A DEVELOPMENT AGREEMENT; PROVIDING FOR FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, ACE AND LUNA II, LLC, is the owner and applicant of the subject parcel, submitted Application #4697 for approval of a Site Development Plan in a Planned Unit Development (PUD) and PUD Development Agreement for Primrose at Hunter's Ridge on a 27.14 acre parcel, more or less, in size and identified as Property Appraiser Parcel No. 22-14-31-0000-01010-0081, more particularly described in **Exhibit "A"** to the PUD Development Agreement, attached hereto as Attachment 1 and made a part hereof; and

WHEREAS, the subject property is part of the Hunter's Ridge Development of Regional Impact (DRI) which was initially established in 1991 and was subsequently amended through the Development Order approved by the Board of County Commissioners through Resolution No. 2023-18, approved on February 20, 2023 and recorded on March 17, 2023 at Official Records Book 2764, Page 762, Public Records of Flagler County, Florida; and

WHEREAS, the Hunter's Ridge DRI established land uses generally, but without the specificity provided by the PUD review and approval process; and

WHEREAS, the subject parcel has been designated through the DRI as a Mixed Use Office/Retail/Service parcel ("Primrose") limited to no more than 239,841 square feet of floor area and a maximum structure height of 45 feet; and

WHEREAS, this Ordinance and its Attachment and Exhibits shall serve as the Primrose at Hunter's Ridge PUD and PUD Development Agreement; and

WHEREAS, the owner is now desirous of commencing development within the Primrose at Hunter's Ridge PUD in a manner that is consistent with the standards and criteria included in the adopted PUD Development Agreement and reflected graphically on the PUD Site Development Plan, together with the Hunter's Ridge DRI Development Order and amendments; and

WHEREAS, on July 9, 2024, the Planning and Development Board conducted a public hearing on this request and voted to recommend approval; and

WHEREAS, on August 19, 2024, the Flagler County Board of County Commissioners held a public hearing on this request and voted to approve the Primrose at Hunter's Ridge PUD Development Agreement; and

WHEREAS, public notice of this action has been provided in accordance with Section 125.66, Florida Statutes, and Section 2.07.00, Flagler County Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS:

SECTION 1. FINDINGS

- A. The Board of County Commissioners, pursuant Section 3.04.02 of the Flagler County Land Development Code, finds as follows:
1. The proposed Primrose at Hunter's Ridge PUD does not adversely affect the orderly development of Flagler County and complies with applicable Comprehensive Plan goals, objectives and policies, the Flagler County Land Development Code, and the Hunter's Ridge Development of Regional Impact (DRI) Development Order; and
 2. The proposed Primrose at Hunter's Ridge PUD will not adversely affect the health and safety of residents or workers in the area and will not be detrimental to the use of adjacent properties or the general neighborhood.

Section 2. ADOPTION OF DEVELOPMENT AGREEMENT

- A. This Ordinance and its Exhibits attached hereto shall serve as the PUD Development Agreement for the Primrose at Hunter's Ridge PUD.
- B. The Board of County Commissioners hereby adopts the PUD Development Agreement for the Primrose at Hunter's Ridge PUD, the boundaries of said PUD as depicted in the legal description included at **Exhibit "A"** to Attachment 1 and attached hereto.
- C. Development within the boundaries of the Primrose at Hunter's Ridge PUD as approved shall take place consistent with the Flagler County Land Development Code as may be modified or amended, this Ordinance, the Hunter's Ridge Development of Regional Impact (DRI) Development Order, and the PUD Site Development Plan included at **Exhibit "B"** to Attachment 1 and attached hereto. The requirements of this Ordinance supersede any inconsistent provisions of the Flagler County Land Development Code or other ordinances of the County.
- D. This Ordinance shall be effective as of the date provided herein and shall remain effective until amended or rescinded.

Section 3. EFFECTIVE DATE

This Ordinance shall take effect upon Official Acknowledgement by the Secretary of State that the Ordinance has been filed.

**PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF
FLAGLER COUNTY, FLORIDA THIS 19TH DAY OF AUGUST 2024.**

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Andrew S. Dance, Chair

ATTEST:

By: _____
Tom Bexley, Clerk of the
Circuit Court and Comptroller

Approved as to Form:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.08.08 13:28:49 -04'00'
Sean S. Moylan, Deputy County Attorney

Attachment 1
PRIMROSE AT HUNTER'S RIDGE
PLANNED UNIT DEVELOPMENT AGREEMENT

1.0 INTRODUCTION

This PUD Development Agreement ("Agreement") governs the project known as Primrose at Hunter's Ridge ("Project") on approximately 27.14 acres of land located generally at the northwest corner of Hunter's Ridge Boulevard and Airport Road within the Hunter's Ridge Development of Regional Impact, which was initially established in 1991 and was subsequently amended through the Development Order approved by the Board of County Commissioners through Resolution 2023-18, approved on February 20, 2023, and recorded on March 17, 2023 at Official Records Book 2764, Page 762, Public Records of Flagler County, Florida (hereinafter referred to as "Hunter's Ridge DRI") and being more particularly described in **Exhibit "A"**, attached hereto (hereinafter referred to as the "Property"). The Property is owned by ACE AND LUNA II, LLC, a Florida Limited Liability Company ("Owner"). For purposes of this Agreement, the Owner's address is 660 Virginia Park, Laguna Beach, California 92651.

1.1 Owner's Commitments. Owner hereby commits to develop this project in accordance with the approved Agreement and formally bind any successors in title to all commitments made in this Agreement. All building codes, zoning ordinances and other land development regulations of Flagler County ("County") including, without limitation, the County Comprehensive Plan and/or any similar plans adopted by the County, as may be amended from time to time, will be applicable to this Project unless otherwise stated herein.

1.2 Operation and Maintenance. Except as otherwise provided for herein, all common areas including open space, recreation, required buffers, signage, landscaping, lighting, stormwater systems and all other common areas shall be maintained by the Owner, its successors or assigns, also including but without limitation a Property Owner's Association ("Association"). The County will not be responsible for operation or maintenance of the above.

1.3 General Project Description. The Project shall be developed in general accordance with the layout as depicted on the PUD Site Development Plan which is attached hereto as **Exhibit "B"** (hereinafter referred to as "Site Development Plan") and shall be comprised of 239,841 gross square feet of mixed-use development that may include any one or more of the uses as discussed in section 2.1 below.

2.0 PROJECT DESCRIPTION

2.1 Mixed Use Office/Retail/Service. The Project is currently part of the Hunter's Ridge DRI and is consistent with said DRI. The Master Development Plan, attached to the Hunter's Ridge DRI as Map H, shows the site (identified as Primrose on Map H) as Mixed Use, a copy of which is reattached and reincorporated herein. Uses within Primrose at Hunter's Ridge as herein established shall rely on those uses and requirements listed in the County's O-1, O-2, C-1, and C-2 (shopping center) districts, consistent with the Mixed Use: Low Intensity Future Land Use designation. The Project shall be developed as a shopping center with entry features along the adjacent roadway.

The Project shall consist of a maximum of 239,841 square feet. Development within the boundaries of the Primrose at Hunter's Ridge PUD as approved shall take place consistent with this Agreement, the Site Development Plan, and the Flagler County Land Development Code ("FCLDC").

2.2 Common Areas. Common Areas are located throughout the Project and shall include open space, landscape areas, conservation areas, required buffers, and retention ponds and may include entrance features. Common areas shall be maintained by the Owner, or their successors and assigns. Maintenance responsibilities shall be designated and accepted through appropriate dedications on the final site plan.

2.3 Variances. Variance requests shall be subject to Flagler County's variance procedures as provided for in the FCLDC.

3.0 DEVELOPMENT PLAN

3.1 Plan Overview.

(a) The PUD Site Development Plan included as **Exhibit "B"** is conceptual only and depicts the general layout of the entire development plan. The exact location of structures, internal landscape buffers, drainage facilities, and other improvements shown on the Site Development Plan may be modified during the final site plan review process.

(b) Adjustments to the Site Development Plan are anticipated to occur during the PUD Site Development Plan and final site plan review process. Minor adjustments that meet the intent and purpose of the DRI and Flagler County's Comprehensive Plan and the FCLDC may be approved by the County Administrator or designee, as long as the substantial integrity of the Site Development Plan and the development standards contained herein are maintained. Any modification to the PUD Site Development Plan that increases the density/intensity (floor area and height) or types of development or reduces the total amount or type of open space, or decreases the size of the buffer, shall require the approval of the Flagler County Board of County Commissioners following the review and recommendation of the Flagler County Planning and Development Board.

(c) The Project may be developed in multiple phases as depicted in the Site Development Plan. All infrastructure necessary to support each phase of the Project shall be constructed within that phase. Adequate emergency vehicle access and turn-arounds shall be provided at all times. Development shall require a Commercial Site Development Permit.

(d) The Primrose at Hunter's Ridge PUD will require final site plan approval prior to the certificate of occupancy for the building. All infrastructure necessary to support the development shall be constructed within the development as a condition of final site plan approval. Adequate emergency vehicle access and turn-arounds shall be provided at all times.

(e) Construction trailers may be permitted on site in conjunction with the issuance and continuation of a Commercial Site Development Permit. Construction trailers may not remain on site following expiration or completion of a Commercial Site Development Permit.

3.2 Site Development Permitted Uses. For purposes of this Agreement, the development shall be permitted for any use as listed in the County's O-1, O-2, C-1, and C-2 (shopping center) districts, consistent with within the Mixed Use: Low Intensity Future Land Use designation. Anything not listed herein shall defer to the standards outlined in the FCLDC. All development which is prohibited in the above referenced zoning districts shall also be prohibited within the Project.

4.0 LAND DEVELOPMENT CODE APPLICABILTY

4.1 Except as otherwise set forth in the DRI and in this PUD Development Agreement, the Flagler County Land Development Code ("FCLDC") shall apply to development of the Property. The requirements of the Hunter's Ridge DRI shall be adhered to. The provisions of this Agreement supersede any inconsistent provisions of the FCLDC to the extent of such conflict.

4.2 Stormwater.

(a) The Property will have a privately maintained drainage system. The Stormwater system shall be constructed to comply with the requirements of phase 1 as noted on the Site Development Plan. It is contemplated within this Agreement that the Stormwater system shall be further constructed to provide adequate drainage as additional phases are developed as noted on the Site Development Plan. Stormwater runoff from the development will be conveyed to the Stormwater system by means of curb and gutter. Included within the Stormwater system is the permanent easement recorded in Official Records Book 2756, Page 262, Public Records of Flagler County, Florida. The system will be maintained by the Owner, Association, or CDD, or combination thereof, at the discretion of the Owner without recourse to Flagler County.

(b) No structures may be placed within the Stormwater system or easements, except walls and fences may be permitted with open bottoms that do not impede the conveyance of drainage.

(c) It is contemplated in this Agreement that the stormwater requirements be met via the overall site so as not to be required for development occurring on individual sites within the overall site.

4.3 Wetlands. Wetlands and their adjacent upland buffers shall be placed in conservation easements, and no vegetation removal (except for invasive species) may be permitted. All conservation easements to be limited to the use as depicted on the final site plan and/or as stated in any recorded conservation easement.

4.4 Roadways.

(a) Property access shall be provided by adjacent roadways as indicated on Exhibit B. Each applicant for a building permit within the Project is required to pay applicable transportation impact fees to Flagler County. However, no construction shall commence beyond phase 1, with the exception of mass grading of phase 2, until the adjacent Hunter's Ridge Boulevard offsite roadway is constructed to the northerly limits of the property.

(b) Emergency ingress/egress throughout the project shall be maintained at all times in compliance with the FCLDC and applicable Fire and Life Safety Codes.

4.5 Landscaping. Efforts to preserve and enhance the existing landscape will be achieved through supplemental landscaping that will blend with the natural vegetation while also accentuating the entrances and other common spaces. All reasonable efforts shall be made to preserve existing native trees and vegetation on the site. Index tree protection shall comply with the FCLDC. General landscaping around entrances, buildings, and other common areas will be landscaped with native plant materials in accordance with Article V the FCLDC and the Hunter's Ridge DRI as adopted or amended. All landscape areas will have supplemental irrigation. Flexibility of this PUD Site Development Plan allows for further refinement of site development, landscaping, and preservation of existing vegetation. Landscaping in the development will, at a minimum, be in compliance with the requirements of the FCLDC.

4.6 Signage. Primrose at Hunter's Ridge PUD signage shall be designed and constructed in compliance with the setbacks and sight clearance requirements of the FCLDC unless otherwise specified on the Site Development Plan. The design and intent of the signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within the Project. All signage shall be constructed consistent with provisions in the FCLDC.

4.7 Site Development Requirements. The dimensional requirements within the Project will be as set forth in the table at Section 5.4 below.

4.8 Entry Features. The entrance/exit to the Project shall be constructed as shown on the Site Development Plan. Vehicular access shall be designed to accommodate emergency vehicle access at these locations, pursuant to dimensional requirements defined by application of FCLDC.

4.9 Lighting. Site lighting fixtures shall be provided in accordance with the FCLDC. Lighting locations should be depicted on the final site plan, and all lighting should be shielded and aimed downward so as not to cast light off of the Project or create undue glare on adjacent roadways. Additional landscape lighting may include low-level lighting and occasional accent lighting. The locations of such fixtures shall follow Flagler County requirements, as well as the Hunter's Ridge DRI requirements.

4.10 Pedestrian Access. Pedestrian access is provided by concrete sidewalks as depicted on the Site Development Plan attached as **Exhibit "B"**.

5.0 CONCEPTUAL SITE DEVELOPMENT PLAN

5.1 Plan Overview. The Site Development Plan, **Exhibit "B"**, depicts the general layout of the Site, including the location of development areas. All utilities, and Stormwater systems shall be constructed within two (2) years from the Owners being authorized to commence construction on said improvements. Owners shall be permitted to relocate such buildings and uses as the market dictates, or as desired, so long as the relocation is otherwise consistent with this Agreement.

5.2 Zoning and Future Land Use Map (FLUM) Category. Flagler County's Comprehensive Plan designates Primrose at Hunter's Ridge as Mixed Use: Low-Intensity. The PUD zoning is consistent with this FLUM category.

5.3 Project Infrastructure. The Project will include infrastructure to support the proposed commercial uses, including potable water, fire water service, wastewater service, stormwater, and access to meet concurrency requirements.

5.4 Site Development Requirements.

(a) The following table lists the site development requirements that are applicable within the Project. Variances may be granted by Flagler County in accordance with the FCLDC.

Table of Site Development Requirements

Minimum project size	5 acres
Minimum project width	300 feet
Minimum Pervious Area	30%
Maximum Floor Area	239,841 square feet
Maximum Building Height	45 feet
<u>Minimum Perimeter Setbacks for Structures:</u>	
Front Yard:	100 feet
Rear Yard:	50 feet
Setbacks Abutting Airport Road right-of-way (South):	100 feet
Setbacks Abutting Hunter's Ridge Boulevard right-of-way (East)	100 feet
Setbacks Abutting West parcel line:	50 feet
Setbacks Abutting North parcel line:	100 feet

(b) Easements shall have the uses assigned to them by any Grantor, and any encroachments within an easement shall be specifically authorized by the easement or subject to removal and replacement at the sole expense of the Owner without recourse to Flagler County.

5.5 Parking. Parking for the commercial uses are calculated as an overall shopping center use at four (4) parking spaces per 1,000 square feet and shall be deemed to meet the FCLDC requirements. However, for uses such as movie theaters and restaurants, for combined space exceeding ten percent (10%) of the total floor area, the parking shall be calculated based upon the FCLDC requirements for those individual uses plus four (4) parking spaces per thousand square feet.

5.6 Minimum Floor Elevation. All buildings shall have a minimum finished floor elevation of 1' above the Base Flood Elevation as shown on the Flood Insurance Rate Maps for Flagler County or 1' above adjacent road centerline grade, whichever is highest. Minimum finished floor elevation must comply with the FCLDC.

5.7 Emergency Services. In adherence with the Florida Fire and Life Safety Codes, fire protection requirements for the Project will be met through the use of hydrants installed within the Project by the Owner, along with required minimum setback distances and fire zones adjacent to buildings as determined at the time of building permit review. All buildings will meet minimum fire alarm, fire sprinkler, and radio system requirements as determined at the time of building permit review. The location of hydrants will be shown on the final site plan.

5.8 Wetland Buffer. Upland buffers adjacent to all wetlands shall be a minimum of 25 feet in width, and any conservation easement should include both the wetland and the upland buffer. Wetlands identified for preservation (and not otherwise impacted by development of the Project) shall be placed in a conservation easement consistent with the requirements of any Environmental Resource Permit issued by the St. Johns River Water Management District. All conservation easements will be shown on the final site plan, will require the installation of signage indicating the presence of the conservation easement, and shall be maintained in their natural state.

5.9 Phasing. The Project may be developed in multiple phases. However, no construction shall commence beyond phase 1, with the exception of mass grading of phase 2, until the adjacent Hunter's Ridge Boulevard roadway is constructed to the northerly limits of the Project. Simultaneous construction of the roadway extension and phase 2 may occur if a final site plan for the road extension is approved by the County and the construction bonded. Further, prior to the construction of phase 1, a site phasing plan detailing the construction limits of phase 1 shall be submitted and approved by the County. Infrastructure necessary to support each phase of the Project shall be constructed concurrently with that phase.

5.10 Services. All services for this Project including telephone, electricity, solid waste disposal, cable television service, potable water, sanitary sewer, reuse irrigation water, and stormwater management shall be provided by the responsible parties.

(a) Fire Protection. Primary Fire and EMS response shall be provided within the Project by the Flagler County Fire Rescue Department, with the City of Ormond Beach and Volusia County responding as needed through mutual aid agreements.

(b) Solid Waste Disposal. The Owner will contract with a sanitation provider for commercial dumpster service. The location for dumpsters and other solid waste disposal services shall be as depicted in the Site Development Plan, and in compliance with the FCLDC.

(c) Central Potable Water and Sanitary Sewer Systems. Utility Services will be provided by the City of Ormond Beach pursuant to the terms of the Retail Water and Wastewater Service Agreement for the Hunter's Ridge Development in Flagler County dated 11-16-2009.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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 the Primrose at Hunter's Ridge PUD Development Agreement

ACE & LUNA II, LLC:

WITNESS:

[Signature]
Joseph Garibay

By: [Signature]
Allan Feker
Its President

STATE OF California

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ~~online~~ or physical presence this 7th day of February, 2024, by Allan Feker as President of ACE & LUNA II, LLC, a Florida Limited Liability Company, who is personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal this 7th day of February, 2024.



(SEAL)

[Signature]
Notary Signature

Zoila Eimers
Printed Name

EXHIBIT "A"
Legal Description

(AS RECORDED IN OFFICAL RECORDS BOOK 2756, PAGE 262, FLAGLER COUNTY, FLORIDA)

A PARCEL OF LAND BEING IN SECTIONS 15 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 FOR THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 686.89', AND BEING ON THE NORTHERN RIGHT-OF-WAY LINE OF AIRPORT ROAD EXTENSION (100' PUBLIC RIGHT OF WAY PER MAP BOOK 38, PAGES 55-58); THENCE LEAVING SAID RIGHT-OF-WAY, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 286.69', THROUGH A CENTRAL ANGLE OF 23°54'50", A CHORD BEARING OF N10°46'22"W, A CHORD DISTANCE OF 284.61' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019; THENCE ALONG THE EAST LINE OF THE LANDS NOW OR FORMERLY OWNED BY US CAPITAL ALLIANCE, LLC, THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1.) N10°56'00"W A DISTANCE OF 448.84' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; 2.) N83°08' 16"W A DISTANCE OF 117.75' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; 3.) N10°30'30"W A DISTANCE OF 686.09' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; 4.) N24°10'33"W A DISTANCE OF 228.88' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; 5.) N00°33'53"W A DISTANCE OF 180.75' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 932.03'; 6.) THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°29'00" FOR AN ARC LENGTH OF 414.54', A CHORD BEARING OF N64°29'29"E, AND A CHORD DISTANCE OF 411.13' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 IN THE NORTHERLY LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 932.03'; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06°57'52" FOR AN ARC LENGTH OF 113.29', A CHORD BEARING OF N48°16'03"E, AND A CHORD DISTANCE OF 113.22' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 AND THE BEGINNING OF NON-TANGENT COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 140.99'; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34°19'05" FOR AN ARC LENGTH OF 84.45', WITH A CHORD BEARING S76°47'00"E, A CHORD DISTANCE OF 83.19' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 5153.60'; THENCE CONTINUE ALONG SAID REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0°37' 10" FOR AN ARC LENGTH OF 55.72', A CHORD BEARING OF S23°56'06"E, A CHORD DISTANCE OF 55.72' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 IN THE NORTHERLY LINE OF SAID SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 5153.60'; THENCE CONTINUE ALONG SAID COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°27'52" FOR AN ARC LENGTH OF 941.24', A CHORD BEARING S16°31'12"E, A CHORD DISTANCE OF 939.93' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; THENCE S13°03'13"E A DISTANCE OF 507.07' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; THENCE N76°56'41"E A DISTANCE OF 5.00' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 IN THE WEST RIGHT-OF-WAY LINE OF HUNTER'S RIDGE BOULEVARD (AN 80' PUBLIC RIGHT OF WAY PER MAP BOOK 37, PAGES 38-39); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1.) S13°03'13"E A DISTANCE OF 255.04' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW

PRM LB 3019 FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00'; 2.) THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 71°02'30" FOR AN ARC LENGTH OF 31.00', A CHORD BEARING OF S22°27'56"W, AND A CHORD DISTANCE OF 29.05' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 AND TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 175.00'; 3.) THENCE LEAVING SAID HUNTERS RIDGE RIGHT-OF-WAY, ALONG SAID REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°00'31" FOR AN ARC LENGTH OF 149.69', A CHORD BEARING OF S33°28'56"W, AND A CHORD DISTANCE OF 145.17' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00'; THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°17'17" FOR AN ARC LENGTH OF 29.36', A CHORD BEARING OF S42°37'19"W, AND A CHORD DISTANCE OF 27.70' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 ON THE NORTHERN RIGHT-OF-WAY LINE OF AIRPORT ROAD EXTENSION AND BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1700.00'; THENCE ALONG SAID RIGHT-OF-WAY AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°17'08" FOR AN ARC LENGTH OF 483.20', A CHORD BEARING OF S68°07'24"W, AND A CHORD DISTANCE OF 481.58' TO THE POINT OF BEGINNING.

EXHIBIT "B"
Site Development Plan

PUD CONCEPT PLANS FOR HUNTERS RIDGE TOWN CENTER FLAGLER COUNTY, FLORIDA FEBRUARY 2024

PREPARED BY:



OWNER

ACE AND LUNA II, LLC
CONTACT: ALLAN FEKER
15701 SOUTH TAMAMIA TRAIL
FORT MYERS, FL 33908
PHONE: (949) 232-7840
E-MAIL: yuo77@icloud.com

ENGINEER AND SURVEYOR

MARK DOWST AND ASSOCIATES, INC.
CONTACT: MARK DOWST, P.E.
536 N. HALIFAX AVENUE, SUITE 100
DAYTONA BEACH, FLORIDA 32118
PHONE: (386) 258-7999 FAX: (386) 257-4310
E-MAIL: mdowst@mdaeng.com

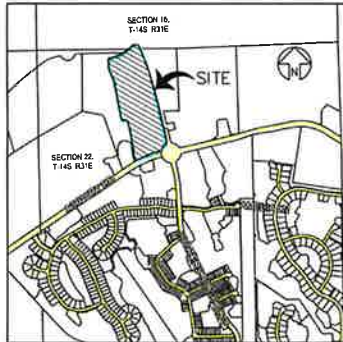
FLOOD MAP

SCALE: 1" = 1000'



VICINITY MAP

SCALE: 1" = 1000'



LEGAL DESCRIPTION

THIS RECORD IS OFFICIAL RECORD BOOK 2704, PAGE 262, FLAGLER COUNTY, FLORIDA.

A PARCEL OF LAND BEING IN SECTIONS 15 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINS AT A POINT 23.5' CONCRETE MONUMENT NUMBER PFW 18, 2019 FOR THE BEGINNING OF A CURVE TO THE POINT, HAVING A RADIUS OF 100.00' AND BEING ON THE NORTHERN RIGHT-OF-WAY LINE OF HARVEST ROAD EXTENSION (SEE PUBLIC RIGHT-OF-WAY MAP BOOK 28, PAGE 152); THENCE LEAVING SAID RIGHT-OF-WAY, ALONG SAID CURVE TO THE POINT, AN ARC LENGTH OF 286.84' THROUGH A CENTRAL ANGLE OF 233.7021°; A CHORD BEARING OF S10°22'27"W, A CHORD DISTANCE OF 284.07' TO A POINT 23.5' CONCRETE MONUMENT NUMBER PFW 18, 2019; THENCE ALONG THE EAST LINE OF THE LANDS NOW OR FORMERLY OWNED BY US GENERAL REALTY, LLC, THE FOLLOWING BY 10' COURSE AND DISTANCES: 13' NORTH 82°51'W A DISTANCE OF 100.75' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812, 23' WEST 10°16'W A DISTANCE OF 117.75' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812, 23' NORTH 82°51'W A DISTANCE OF 100.75' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812, 43' NORTH 10°16'W A DISTANCE OF 108.88' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812, 53' NORTH 82°51'W A DISTANCE OF 100.75' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812 TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 183.17', 33' BEING ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 252.9550° FOR AN ARC LENGTH OF 416.54'; A CHORD BEARING OF N44°24'24"W AND A CHORD DISTANCE OF 401.12' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812; THENCE ALONG THE NORTHERN LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEING THE BEGINNING OF A CURVE BEING TO THE LEFT, HAVING A RADIUS OF 183.17', BEING CHORD BEARING ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 183.7324° FOR AN ARC LENGTH OF 113.34'; A CHORD BEARING OF N44°24'24"W, HAVING A CHORD DISTANCE OF 401.12' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 141.6511°; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 141.6511° FOR AN ARC LENGTH OF 88.16'; HAVING A CHORD BEARING OF N70°21'40"W, A CHORD DISTANCE OF 88.16' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812 TO THE BEGINNING OF A NON-TANGENT REFERENCE CURVE TO THE RIGHT, HAVING A RADIUS OF 103.64'; THENCE CHORD BEARING ALONG SAID REFERENCE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 237°12'17" FOR AN ARC LENGTH OF 33.72'; A CHORD BEARING OF S42°54'51"W, A CHORD DISTANCE OF 33.72' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812 ON THE NORTHERN LINE OF SAID SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST; AND THE BEGINNING OF A CURVE BEING TO THE RIGHT, HAVING A RADIUS OF 103.64'; THENCE CHORD BEARING ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 102.7324° FOR AN ARC LENGTH OF 88.16'; A CHORD BEARING OF S42°54'51"W, A CHORD DISTANCE OF 88.16' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 102.7324° FOR AN ARC LENGTH OF 88.16'; A CHORD BEARING OF S42°54'51"W, A CHORD DISTANCE OF 88.16' TO A SET 5/8" IRON REBAR CAPTED JOHNSON PFW 3812; THENCE ALONG SAID RIGHT-OF-WAY TO THE FOLLOWING THREE (3) COURSES AND DISTANCES: 13' SOUTHWEST A DISTANCE OF 120.00' TO A POINT 23.5' CONCRETE MONUMENT NUMBER PFW 18, 2019 FOR THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.00', A CHORD BEARING OF S22°22'36"W AND A CHORD DISTANCE OF 103.17' TO A POINT 23.5' CONCRETE MONUMENT NUMBER PFW 18, 2019; THENCE ALONG SAID REFERENCE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23.00°; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23.00° FOR AN ARC LENGTH OF 22.81'; A CHORD BEARING OF S42°22'36"W, A CHORD DISTANCE OF 22.81' TO A POINT 23.5' CONCRETE MONUMENT NUMBER PFW 18, 2019 ON THE NORTHERN RIGHT-OF-WAY LINE OF HARVEST ROAD EXTENSION AND BEING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00' AND BEING ON THE NORTHERN RIGHT-OF-WAY AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 183.7324° FOR AN ARC LENGTH OF 113.34'; A CHORD BEARING OF S10°22'27"W, AND A CHORD DISTANCE OF 286.84' TO THE POINT OF BEGINNING.

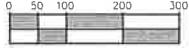
SHEET INDEX

No.	DESCRIPTION
C1	COVER SHEET
C2	EXISTING SITE CONDITIONS
C3	OVERALL PLAN
C4	PRELIMINARY UTILITY PLAN
C5	PRELIMINARY DRAINAGE PLAN

EXHIBIT B



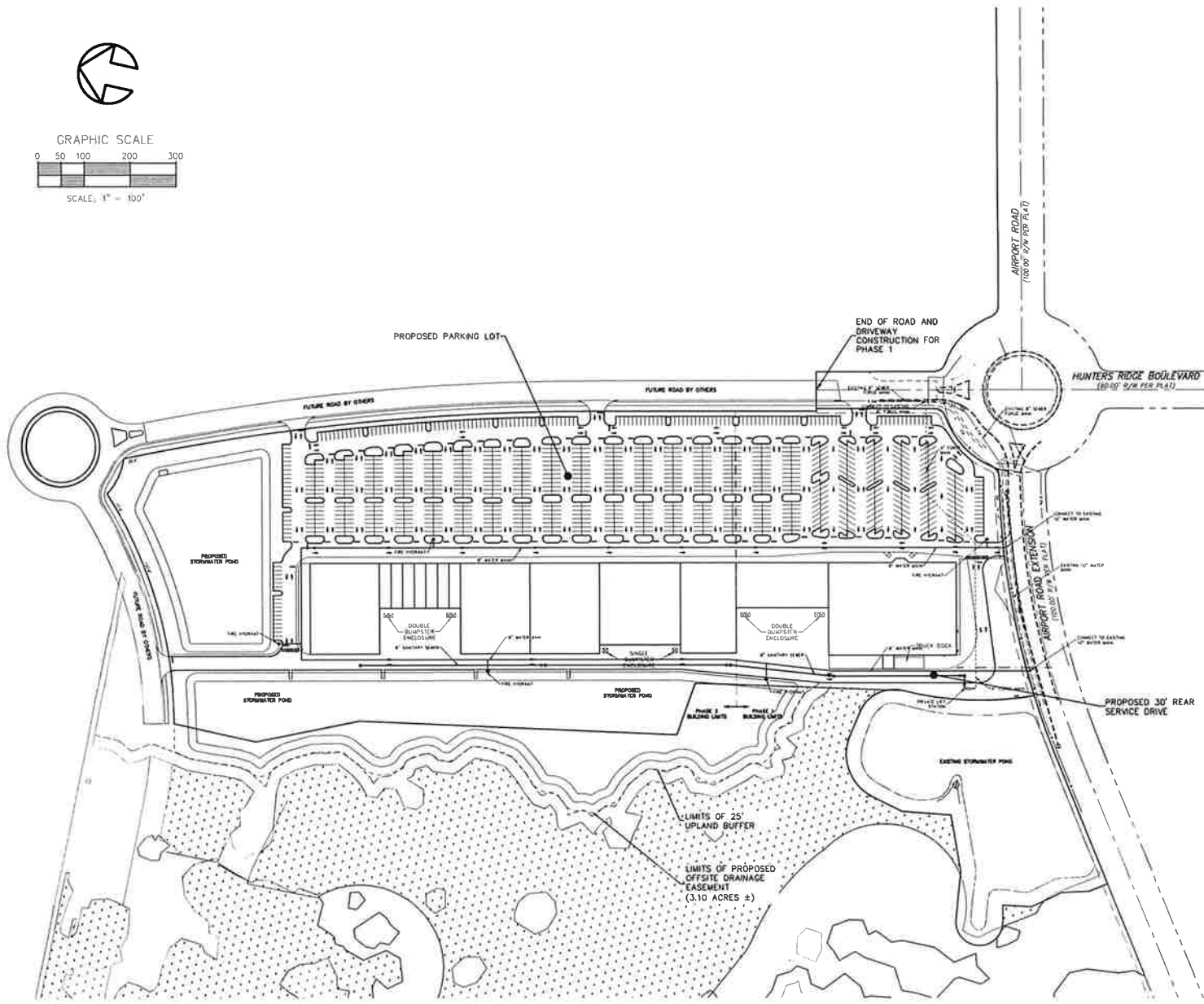
GRAPHIC SCALE



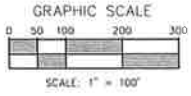
SCALE: 1" = 100'

LEGEND

	EXISTING GRADE
	INTERPOLATED EXISTING GRADE
	PROPOSED GRADE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED STORMWATER RUNOFF
	PROPOSED TRAFFIC ARROW
	PROPOSED FIRE HYDRANT
	PROPOSED SANITARY MANHOLE WITH FLOW DIRECTION

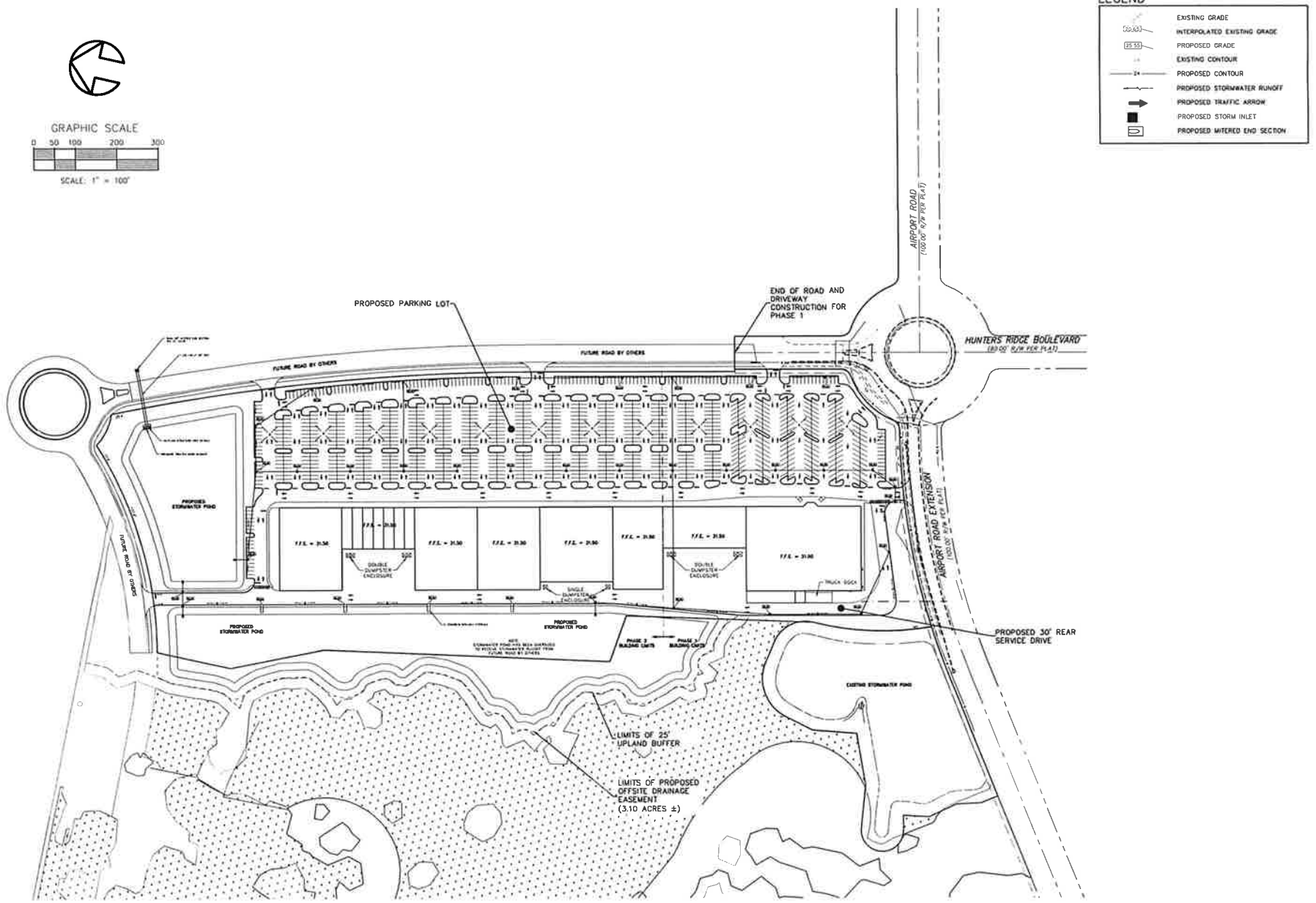


PROJECT NO.		1557		C4	
<p>PROPOSED UTILITY PLAN HUNTERS RIDGE TOWN CENTER FLAGLER COUNTY, FLORIDA</p>					
<p>MARK DOWST & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS 535 N. HALEY AVENUE, SUITE #100 • DAYTONA BEACH, FLORIDA 32118 • (904) 258-7389 FAX: (904) 258-7390 • WWW.MARKDOWST.COM</p>					
DATE	NO.	BY	CHKD.	APP.	REV.
04-20-24	1	WJD	WJD	WJD	WJD



LEGEND

	EXISTING GRADE
	INTERPOLATED EXISTING GRADE
	PROPOSED GRADE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED STORMWATER RUNOFF
	PROPOSED TRAFFIC ARROW
	PROPOSED STORM INLET
	PROPOSED MITERED END SECTION

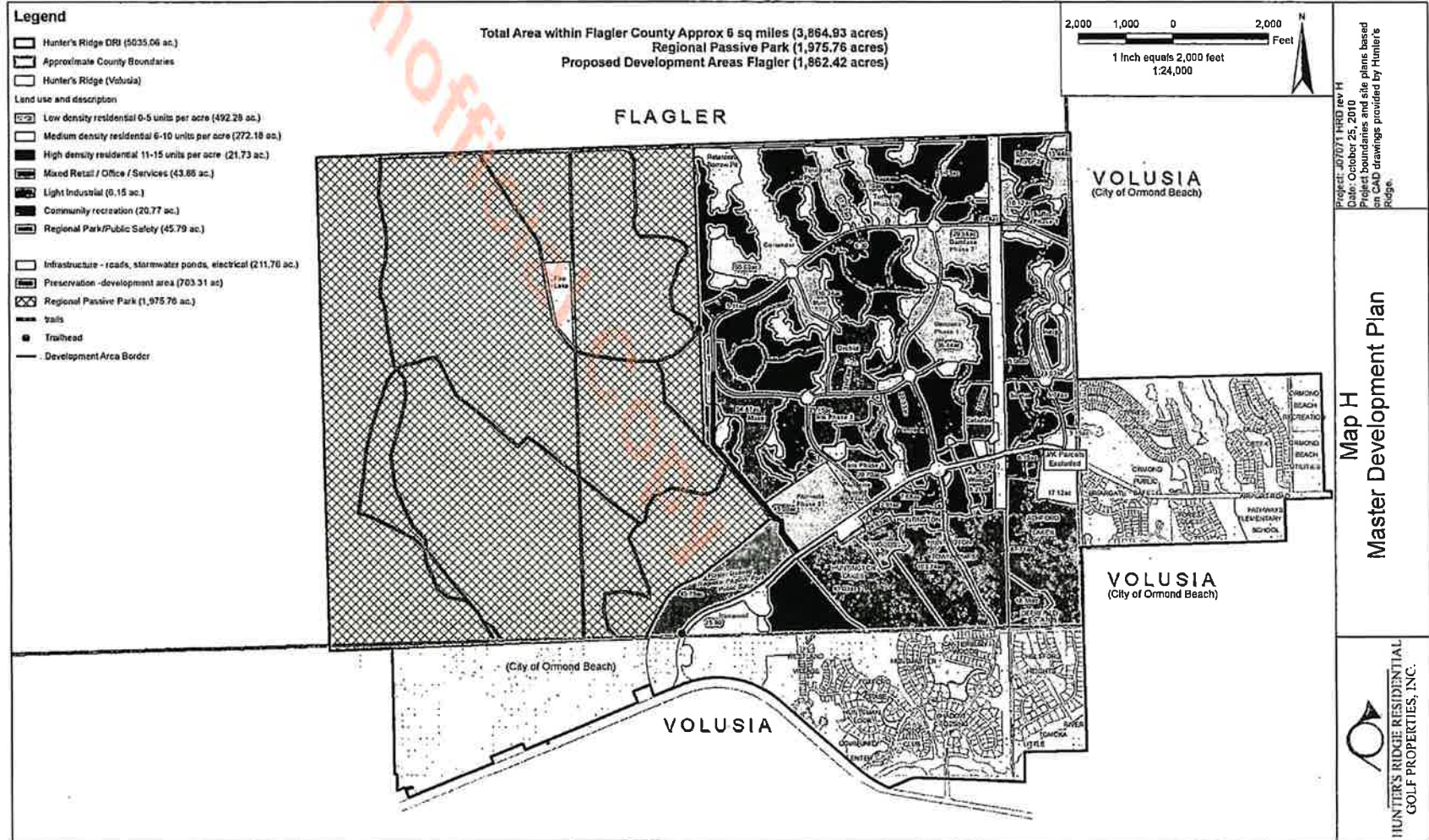


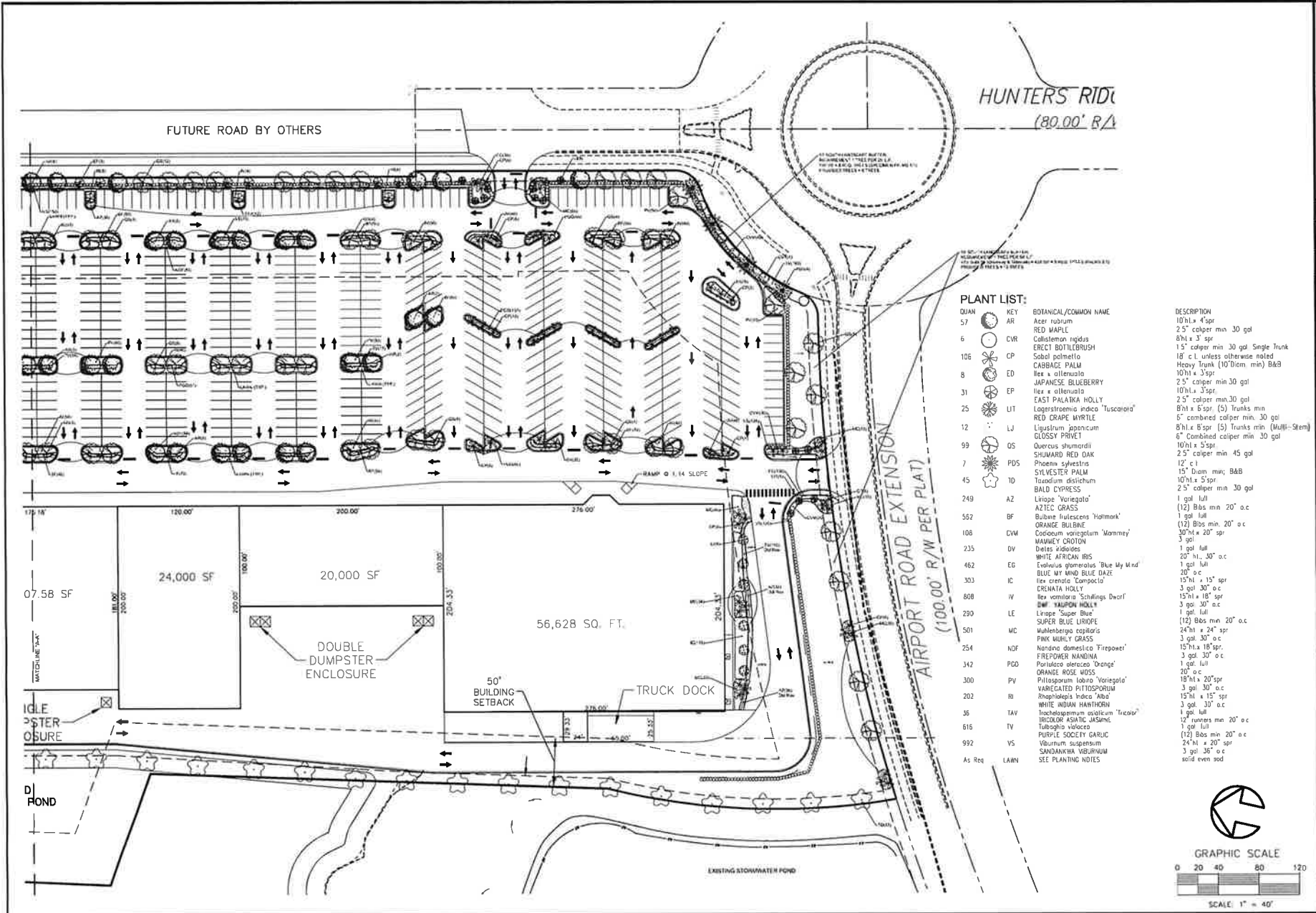
REVISION	
NO.	DATE

PROJECT NO.	1557
SHEET NO.	C5
PROJECT NAME	PROPOSED DRAINAGE PLAN HUNTERS RIDGE TOWN CENTER FLAGLER COUNTY, FLORIDA

DATE	NOV-05-24
SCALE	1" = 100'
DRAWN	
CHECKED	
DESIGNED	
BY	

MARK DOWST & ASSOCIATES, INC.
 ENGINEERS • PLANNERS • SURVEYORS
 10435 W. UNIVERSITY AVENUE, SUITE 200 • DAYTONA BEACH, FLORIDA 32114-1303
 PHONE: (386) 258-7898
 FAX: (386) 258-7899





HUNTERS RIDGE
(80.00' R/W)

PLANT LIST:

QTY	KEY	BOTANICAL / COMMON NAME	DESCRIPTION
57	AR	Acer rubrum RED MAPLE	10' h x 4" spr 2.5" caliper min 30 gal
6	CWR	Callitriche rigidula RECT BOTTLERUSH	8' h x 3" spr
106	CP	Sabal palmetto CABBAGE PALM	1.5" caliper min 30 gal Single Trunk 18" c.l. unless otherwise noted Heavy Trunk (10" Diam min) B&B
8	ED	Ilex x attenuata JAPANESE BLUEBERRY	10' h x 3.5" spr
31	EP	Ilex x attenuata EAST PALATKA HOLLY	2.5" caliper min 30 gal 10' h x 3.5" spr
25	LIT	Lagerstroemia indica 'Tuscaloosa' RED GRAPE MYRTLE	8' h x 6.5" spr (5) Trunks min 5" combined caliper min 30 gal
12	LJ	Liquidambar japonicum GLOSSY PRIVET	8' h x 8" spr (5) Trunks min (Multi-Stem) 6" Combined caliper min 30 gal
99	OS	Quercus shumardii SHUMARD RED OAK	10' h x 5" spr
4	PDS	Phoenix sylvestris SYLVESTER PALM	2.5" caliper min 45 gal
7	PD5	Toxodium discoloratum BALD CYPRESS	15" Diam min; B&B 10' h x 5" spr
249	AZ	Liriodendron 'Variegata' AZITEC GRASS	2.5" caliper min 30 gal 1 gal full
552	BF	Bulbine frutescens 'Hotmark' ORANGE BULBINE	(12) Bbs min 20" o.c 1 gal full
106	DVM	Coccoloba variegatum 'Mammy' MAMMY CROTON	30" ht x 20" spr 3 gal
235	DV	Detela sidioides WHITE AFRICAN IRIS	1 gal full
462	EG	Echinos glaucosus 'Blue My Mind' BLUE MY MIND BLUE DAZE	20" o.c 1 gal full
303	IC	Ilex crenata 'Compocia' CRENATA HOLLY	15" ht x 15" spr 3 gal 30" o.c
808	IV	Ilex vomitoria 'Schlingens Dwarf' DWARF TAIPAN HOLLY	15" ht x 18" spr 3 gal 30" o.c
290	LE	Liriodendron 'Super Blue' SUPER BLUE LIRIOPE	1 gal full (12) Bbs min 20" o.c
501	MC	Muhlenbergia capillaris PINK MURLY GRASS	24" ht x 24" spr 3 gal 30" o.c
254	NOF	Nandina domestica 'Firepower' FIREPOWER NANDINA	15" ht x 18" spr 3 gal 30" o.c
342	PGO	Portulaca oleracea 'Orange' ORANGE ROSE WISS	1 gal full 20" o.c
300	PV	Pittosporum tobira 'Variegata' VARIEGATED PITTOSPORUM	18" ht x 20" spr 3 gal 30" o.c
202	RI	Raphirolepis indica 'Aba' WHITE INDIAN HAWTHORN	15" ht x 15" spr 3 gal 30" o.c
35	TAV	Trachypogon asiaticum 'Trexor' BISCOLOR ASIATIC JASMINE	1 gal full 12" runners min 20" o.c
616	TV	Tillandsia violacea PURPLE SOCIETY GARLIC	1 gal full (12) Bbs min 20" o.c
992	VS	Viburnum suspensum SANDANKWA VIBURNUM	24" ht x 20" spr 3 gal 35" o.c
As Req	LAWN	SEE PLANTING NOTES	solid even sod

REVISIONS

NO.	DATE	BY	DESCRIPTION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS - PLANNERS - SURVEYORS
1101 N. HUNTERS AVENUE, SUITE # 100 • HUNTERS RIDGE, FLORIDA 32110 • TEL: (904) 236-7993
FAX: (904) 236-7994
CELL: (904) 236-7995
WWW: WWW.MARKDOWST.COM
SCALE: 1" = 40'

LANDSCAPE PLAN
HUNTERS RIDGE TOWN CENTER
FLAGLER COUNTY, FLORIDA

PROJECT NO. 1557
LA-2
ENST-SITE-4-LAND



APPLICATION FOR SITE DEVELOPMENT PLAN REVIEW IN A PUD

FLAGLER COUNTY, FLORIDA
 1769 E. Moody Boulevard, Bldg #2
 Bunnell, FL 32110
 Telephone: (386) 313-4009

Application/Project #: _____

PROPERTY OWNERS(S)	Name(s):	ACE LUNA II, LLC		
	Mailing Address:	660 Virginia Pk Dr		
	City: Laguna Beach	State: California	Zip: 92651	
	Telephone Number	(949) 6374960	Fax Number	()

APPLICANT/AGENT	Name(s):	Michael D. Chiumento III		
	Mailing Address:	145 City Place, Suite 301		
	City:	State: Florida	Zip: 32164	
	Telephone Number	(386) 4458900	Fax Number	()

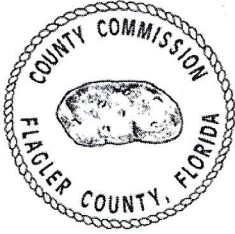
SUBJECT PROPERTY	SITE LOCATION (<i>street address</i>):	n/a		
	LEGAL DESCRIPTION: <i>(briefly describe, do not use "see attached")</i>	27.14 acres being part of SEC 15 & 22		
	Parcel # (<i>tax ID #</i>):	22-14-31-0000-01010-0081		
	Parcel Size:	27.14 acres		
	Current Zoning Classification:	PUD		
	Current Future Land Use Designation:	Mixed Use Low Intensity		
	Subject to A1A Scenic Corridor IDO?	YES	<input checked="" type="radio"/> NO	
	Is this an Affordable Housing Project?	YES	<input checked="" type="radio"/> NO	

PURPOSE OF SUBMISSION / PROJECT DATA: See attached

Signature of Owner(s) or Applicant/Agent
if Owner Authorization form attached

Date

NOTE: The applicant or a representative, must be present at the Public Hearing since the Board, at its discretion, may defer action, table, or take decisive action on any application. Rev. July, 2023



Owner's Authorization for Applicant/Agent

FLAGLER COUNTY, FLORIDA
1769 E. Moody Boulevard, Suite 105
Bunnell, FL 32110

Telephone: (386) 313-4009 Fax: (386) 313-4109

Application/Project # _____

Michael D. Chiumento III _____, is hereby authorized TO ACT ON BEHALF OF Ace and Luna II LLC, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Flagler County, Florida for an application for Site Development Plan Review in a PUD.

(ALL PERSONS, WHO'S NAMES APPEAR ON THE DEED MUST SIGN)

By:

[Signature]
Signature of Owner

Ace and Luna II LLC

Printed Name of Owner / Title (if owner is corporation or partnership)

[Signature]
Signature of Owner

Allan Feker

Printed Name of Owner

Address of Owner:

Telephone Number (incl. area code)

660 Virginia Pk Dr

9496374960

Mailing Address

Laguna Beach CA 92651

City State Zip

STATE OF CA

COUNTY OF Orange

The foregoing was acknowledged before me this 29th day of January, 2024 by Allan Feker and _____ who is/are personally known to me or who has produced passport # 671619131 as identification, and who (did) / (did not) take an oath.

[Signature] - Notary Public
Signature of Notary Public



<http://www.flaglercounty.org/doc/dpt/centprmt/landdev/owner%20auth.pdf>

Revised 5/08

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

Michael D Chiumento III
Managing Partner
Michael3@legalteamforlife.com



**CHIUMENTO
LAW**

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

2 Camino Del Mar
Palm Coast, FL 32137

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

February 20, 2024

Via Hand Delivery

Mr. Adam Mengel, Growth Management Director
C/O Flagler County
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

Re: Application for Site Development Plan Review in a PUD

Dear Mr. Mengel:

As you may recall, Chiumento Law represents Ace & Luna II, LLC which is the owner (the "Owner") of approximately 24.17 acres of land located generally at the northwest corner of Hunter's Ridge Boulevard and Airport Road (the "Property"). within the Hunter's Ridge DRI, ("DRI"). The Owner desires to develop the Property into a shopping plaza. To effectuate this goal, the Owner submits the enclosed application for Site Development Plan Review in a PUD.

It is our opinion that the application is consistent with the DRI, the County Comprehensive Plan and its Land Development Code. The proposed site development merely desires to develop the Property in accordance with the terms of the DRI. This will not have any adverse effect to the surrounding community or government services. More importantly, the proposed development is consistent with the area and does not create urban sprawl. Therefore, the Owner requests that the County approve the application.

Attached to this cover letter is a proposed ordinance enumerating the design criteria and a concept site plan of the shopping plaza, along with an opinion of title for the Property, and a check for the application fee in the amount of \$2,230.00. Recognizing that there is additional information required for your evaluation, we respectfully request that you and your staff review the matter and schedule a brief meeting to discuss with us your comments and concerns. We look forward to working with the County on this Project. Should you have any questions or comments please feel

free to contact me at your earliest convenience.

Sincerely,

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

Michael D. Chiuimento III
Attorney
MDC/jtt

Enclosures

PREPARED BY AND RETURN TO:
Nicholas Dancaescu, Esq.
GrayRobinson, P.A.
301 E Pine Street, Suite 1400
Orlando, FL 32801

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made and executed as of the 23rd day of January 2023, by **US CAPITAL ALLIANCE, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 111 Coleman Boulevard, Suite 400, Mount Pleasant SC 29464 and **ACE AND LUNA II, LLC**, a Florida limited liability company ("**Grantee**"), whose address is 660 Virginia Park, Laguna Beach, California 92651.

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases and transfers unto the grantee, all that certain land situate in Flagler County, Florida, to-wit:

As described on the attached Exhibit "A" which is incorporated herein by this reference (the "Property")

Subject to easements, restrictions and reservations of record and 2022 taxes and subsequent years.

All the rights, title and interest of Grantee in the Property shall revert to the Grantor automatically upon the default of the Developer Obligations (as defined in said Mortgage and Note) secured by the Mortgage and Note executed and recorded simultaneously herewith. Grantor shall record a Notice of Reversion containing the Default which shall automatically convey and transfer from Grantee to Grantor all rights, title and interest together with any and all easements set forth below for utilities and storm water systems, in the Property.

The Property is not the homestead of the Grantor; it does not adjoin the homestead of the Grantor; no member of the Grantor's family resides therein.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions.

1. **APPROVALS AND PERMITS.** The Property is part of a master planned community known as Hunter's Ridge (the "Planned Community"), the development of which is authorized by a Development of Regional Impact Order, recorded in Official Records Book 1803, Page 648, Public Records of Flagler County, Florida, and as amended by Resolution No. 2021-66, recorded on November 24, 2021, in official Records Book 2631, Page 556, Public Records of Flagler County, Florida and amended by Resolution No. 2022-31 and recorded in Official Records Book 2700, Page

PREPARED BY AND RETURN TO:
Nicholas Dancaescu, Esq.
GrayRobinson, P.A.
301 E Pine Street, Suite 1400
Orlando, FL 32801

QUIT CLAIM DEED

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923, Public Records of Flagler County, Florida (the "DRI"), as approved by the County Commission of the Flagler, County and as amended and as may be amended. Grantee acknowledges that the development and use of the Property is subject to certain conceptual/general permits from the St. Johns Water Management District and the Army Corps of Engineers and other permits and approvals affecting the Property including, without limitation, the DRI and the PUD (collectively, the "Permits"), all as amended and as may be amended from time to time. Grantee shall, as and to the extent related to the Property, comply with all applicable provisions of the Permits, and the applicable comprehensive plan, the DRI and any other existing development orders as well as all zoning and other laws and regulations and all other permits existing as of the date hereof or obtained or to be obtained by Grantee in connection with development of the Property. Grantor hereby restricts the use of the Property to retail, office, and services commercial activities within 239,841 square feet of building area under the DRI. Grantee shall hold harmless and indemnify Grantor from all losses, costs, damages and/or expenses incurred by Grantor as a result of a violation by Grantee from and after the date hereof of the terms and conditions of the Permits as and to the extent they relate to the Property.

2. USE AND DENSITY RESTRICTIONS.

2.1 Use and Density Restrictions. Grantee agrees that the Property may only be used for the development and operation of a retail/commercial project utilizing the existing square footage allocation for the Property, which is 239,841 square feet. Upon the commencement of the construction of any improvements on the Property, Grantee shall diligently pursue the completion of such construction. The Property may not be used for any other purpose or use except as provided in this Section 2.1. In no event may Grantee convert the Property to any kind of residential development. No construction may take place on the Property by Grantee until the Note and Mortgage set forth herein for the Development Obligations shall have been paid in full and satisfied of record.

2.2 Underground Utilities. Grantor shall be responsible for the installation, development, and maintenance of the Force Main up to the edge of the Property, including installation of all necessary tie-in structures, and the Primrose Owner shall be responsible for the installation, maintenance, and development of all Utilities within the bounds of the Property. "Utilities" means water, electricity, natural gas, and sewage, including the Force Main pressurized sewer pipe

2.3 Storm water Discharge..

Grantor, as owner of the lands adjacent to the Property, covenants and grants the Property a permanent easement and right to discharge storm water, in a maximum amount of 50% of the storm water discharge volume generated by the total 239,841 square foot development within the Property and the accessory uses thereto, subject to the requirements of the St. John Regional Water Management District (SJRWMD) , Flagler County, and the following requirements:

(a) Grantee shall be required to provide all treatment and pre-treatment prior to any discharge to the off-site lake/retention area

(b) the Property storm water discharge plan shall be subject to the approval of the Flagler County and SJR Water Management District and shall meet all imposed requirements or conditions set forth by controlling government entities.

(c) The Hunter's Ridge Interconnected Lake System will take attenuation flow rate only. Grantee is responsible for on- site attenuation plan.

(d) Grantee shall ensure substantially all contaminants generated by the site are to be contained before entering the master storm water drainage system.

(e) Grantee shall not create any storm water pollution discharge into the HR System and shall comply with the Storm water Pollution Prevention Criteria Per the Clean Water Act.

(f) Property On Site activities shall be limited to reduce potential contaminants from entering the Hunter's Ridge storm water system.

(g) No use shall be permitted on the Property that would potentially create storm water pollution or would create during a Phase 1 environmental audit anything that would necessitate a Phase 2 audit.

(h) The following uses within the Property are prohibited in order to preserve storm water discharge quality:

o No uses shall be allowed that utilize or produce hazardous materials as that term is defined under the Federal or Florida Clean Water Acts or which involve warehousing, manufacturing, industrial uses (as classified by the aforementioned water quality acts) or which involve or address vehicle service, support, petroleum fueling or repair)

(i) All proposed storm water retention/detention design must be reviewed and approved by Grantor/HR A&D prior to submittal to Flagler County or the SJR Water Management District. Grantor/HR A&D agrees to approve or indicate reasons for disapproval of storm water retention/detention design submissions within 30 days of presentation by Ace and Luna or its representatives.

(j) Best Management Practices shall be followed at all times throughout the duration of construction.”

(k) Any phased development of the Property shall allow only 50 % stormwater runoff for the amount of the associated impervious surface retail/office/ service commercial space being developed in that particular phase towards the requisite 239,841 sq feet development total.

Grantee shall submit any and all engineering plans for stormwater facilities to Grantor for review and approval which shall include but not limited to confirmation of all drainage calculations as set forth herein. Grantor hereby reserves the right to modify any such storm water system easements referenced herein for the purpose of other development without the consent of Grantee so long as such modification does not adversely interfere with Grantee's rights to use the storm water system as restricted and as set forth herein

2.4 **Compliance with Laws.** Grantee will comply, at its expense, with the terms of the Permits, and all environmental, land use and any other ordinances, statutes and regulations applicable to the Property or to the improvements constructed thereon, as well as to all governmental rules, regulations, statutes and ordinances applicable to Grantee in connection with its development and operations of the improvements located on the Property.

2.5 **No Implication.** Except for where expressly set forth herein, none of the restrictions contained in this Deed shall constitute easements or restrictions upon Grantor's adjacent property and the provisions contained herein shall not be construed to create implied negative reciprocal easements or covenants upon any adjacent property.

2.6 **Nuisance.** Grantee shall not conduct any activities upon the Property which shall constitute a nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extraordinary exterior lighting beyond lighting commercially reasonable for the approved uses and development . The illumination of any lighting, location of trash dumpsters or unloading zones shall be placed in an location that shall not disturb or interfere with residential development located nearby or abutting the Property.

2.7 **Maintenance.** Buildings, landscaping, hardscaping and all other improvements (including, without limitation, the masonry wall and landscaping described below) on the Property shall be maintained so as to preserve a well-kept appearance, especially along the perimeters of the Property. Subject to any applicable laws and/or governmental restrictions, Grantee shall maintain all landscaped areas which shall include but not limited to irrigation, trimming, fertilization, mowing, weeding, and replacement of dead or diseased plant materials as required. All irrigation systems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface, sidewalk, or other structure, in excess of normal industry standards for irrigation. If Grantor determines in its reasonable discretion that Grantee is not maintaining such Property, landscaping, masonry wall or improvements in good condition and repair, then Grantor shall have the right to send Grantee written notice of such failure. If Grantee does not cure such failure within 30 days of receipt of such written notice from Grantor, then Grantor shall have the right, but not the obligation, to enter the Property to perform such maintenance at Grantor's expense. If Grantor exercises its self-help rights under this Section, then Grantee shall reimburse Grantor for the costs and expenses incurred by Grantor within 15 days of receipt of an invoice therefor. Grantor shall have a lien for any unpaid amounts against the Property upon recording a claim of lien in the records of Flagler County, Florida, which lien shall also secure reasonable attorneys' fees incurred by Grantor incident to the collection of such costs and expenses or enforcement of such lien, whether or not legal proceedings are initiated, and if initiated, on the trial court and appellate levels. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at its expense. All such liens shall be subordinate to the lien of any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be enforced in the name of Grantor, in like manner as mechanic's and materialmen's liens are enforced pursuant to Chapter 713, Florida Statutes. Grantor may, at its option, sue to recover a money judgment for unpaid amounts without thereby waiving the lien securing the same. Grantor shall have the right to assign its rights under this Section 2.6 to a property owner's association by recording an assignment in the public records of Flagler County, Florida.

3. PLAN APPROVAL.

3.1. **Plans.** Grantee shall acquire Site Plan Approval from Flagler County for the Property on or before the date which is twenty (20) months after the Effective Date (“Site Plan Approval Period”).

Grantee shall submit proposed Site Plans and any material changes to a previously proposed and accepted Site Plan, to Grantor. Grantor shall review all submittals in good faith and in a timely manner as described in this Agreement and shall not cause unreasonable delays in the Site Plan Approval. “Site Plan Approval” shall mean final and non-appealable approval of the site plan for the Property by the government authority authorized to provide such approval.

Grantor (or its designee) shall provide a response to Grantee (or its assignee/designee) within ten (10) business days after receipt of proposed Site Plans, except where further review is needed by a third party, in which case Grantor (or its designee) shall respond within 30 days. Approval/ rejection shall be at sole discretion of Grantor.

- (a) On or before 4 months from the Effective Date of this Agreement, Ace & Luna shall have prepared a geotechnical investigation of the Property and shall provide copies of the boundary, topographic and utility surveys associated therewith to Grantor/HR A&D.
- (b) On or before 7 months from the Effective Date of this Agreement, Ace & Luna shall prepare a preliminary site/stormwater grading plan and shall deliver same to Grantor/HR A&D for review and approval.
- (c) On or before 13 months from the Effective Date of this Agreement, Ace & Luna shall have submitted and reviewed the preliminary site plan with Flagler County.
- (d) On or before 13 months from the Effective Date of this Agreement, Ace & Luna shall submit an application to Flagler County for a Planned Unit Development (“PUD”), unless the County deems such an application unnecessary to achieve the development specified herein.
- (e) On or before 1st day of Month 20 after the Effective Date of this Agreement, Ace and Luna shall have properly and timely submitted all Development Applications to Flagler County, unless said deadlines are extended as otherwise set forth herein, including a preliminary plat, site plan and PUD application (unless Flagler County indicates any of the foregoing are not necessary) and shall have obtained any and all other necessary approvals from said County of the Site Plan for the Property.
- (f) Grantor shall extend the 20-month Site Plan Approval Deadline (“Site Plan Approval Deadline”) for a period of up to six (6) months if Ace & Luna has submitted the documents required to obtain Site Plan Approval but governmental consideration and/or consideration of objector comment on the application is not yet completed. Prior to the extension of the deadline, Ace and Luna shall submit a written request Grantor/ HR A&D to extend the deadline together with copies of all plan submittals.

(g) Except as otherwise set forth in this Agreement, failure to obtain final Site Plan Approval by the 1st day of Month 20 after the Effective Date of this Agreement, or as extended, the 1st day of Month 26 after the Effective Date of this Agreement, shall constitute a material default under the Mortgage and Primrose Note.

(h) In the event of third-party challenges to a Development Application, then Grantor/HR A&D shall grant Ace & Luna an 18-month extension to resolve all challenges (i.e. till 1st day on month 38 after the Effective Date of this Agreement), provided Ace & Luna is opposing the challenges in good faith and attempting to pursue resolution in a commercially reasonable manner. If the third-party challenges to Site Plan Approval continue past 24 months beyond the Site Plan Approval Deadline (i.e., 1st of month 44 after the Effective Date of this Agreement) Ace & Luna shall be entitled to an additional 12-month extension (i.e. till 1st day of month 56 after the Effective Date of this Agreement) in exchange for an extension payment of \$250,000 which shall be paid to Grantor/HR A&D by the 1st day of month 44 after the Effective Date of this Agreement or the reverter provisions of Paragraph 2.8 (Primrose Contingency Deed) shall be operative and the Primrose Property shall revert to Grantor/HR A&D via the actions of the Deed Escrow Agent filing and recording the Contingency Deed (as defined in section 2.8 below).

(i) Ace & Luna may purchase an additional 12 month extension to fight challenges to Development Applications to 48 months in total (i.e. till 1st day of month 68 after the Effective Date of this Agreement) in exchange for a second payment of \$250,000. Said extension payment shall be paid to Grantor/HR A&D by the 1st day of month 56 after the Effective Date of Agreement or the Primrose Property shall revert to Grantor/HR A&D by recording the deed being held by the Deed Escrow Agent in the public records pursuant to Paragraph 2.8 herein.

(j) To exercise any of the extensions allowed under this Agreement, Ace and Luna shall not be in a properly noticed and uncured default at the time of exercising the extension of any of its other obligations required by the MIPA, side agreement or this Agreement. Additionally, to exercise any of the extensions related to third-party challenges to Development Applications, Ace & Luna shall promptly provide Grantor/HR A&D with a copy of the applicable complaint(s)/petition(s)/challenge(s) after receipt and likewise provide Grantor/HR A&D all substantive pleadings as such challenge/case/objection progresses. Without properly secured extensions of time, the property reverts to Grantor/HR A&D by recording the deed being held by the Deed Escrow Agent in the public records pursuant to Paragraph 2.8 herein. The term "complaint/petition/ challenge" shall be construed to mean an application to a court of competent jurisdiction, including an administrative court, to bar, modify or amend the request for Site Plan Approval for the Property.

(k) Even with extensions having been given as allowed by this Agreement, if Ace and Luna are unable to secure by consideration or otherwise the resolution of all challenges to its Site Plan Approval on or before the 1st day of month 68 after the Effective Date, the Property reverts to Grantor/HR A&D by recording the

deed being held by the Deed Escrow Agent in the public records pursuant to Paragraph 2.8 herein.

(l) During the pendency of an Site Plan Approval or appeal, Ace and Luna (or any subsequent fee simple owner of the Property) shall not commit waste, create a nuisance (public or private) or undertake any activity inconsistent with development of the Property for mixed commercial and /or retail use. All development, construction or other use of the Property shall occur only in accord with valid permitting issued by relevant governmental agencies. Copies of all site permitting applications shall be sent to Grantor/HR A&D at time of submittal. Activities inconsistent with this provision shall constitute a default of the Mortgage and Note and subject to the notice and non-monetary cure provisions set forth in this Deed, or Mortgage and Note .

3.2. **Other Improvements.** In addition to its approval rights under Section 3.1 above, Grantor shall be entitled to review and approve all entry features, signage, landscaping, hardscaping, fencing, and other improvements to be installed in or on the Property which are or will be visible from any current or future roadway or street located outside of the Property. No such improvements shall be commenced, placed or maintained upon such portion of the Property nor shall any addition or change or alteration therein be made until the plans and specifications and locations of them have been submitted to and approved by Grantor. Grantor has an obligation to act in good faith and timely respond to Grantee's request of review of all improvements, which will not be unreasonably withheld, conditioned, or delayed to confirm compliance with these restrictive covenants and provisions.

3.3. **Review Process and Standards.** Each request for approval shall require submission of two (2) complete sets of all plans and specifications certified by a licensed Florida engineer or architect for any improvements or landscaping subject to Grantor's approval as set forth in this Section 3. Any landscape plans submitted shall be certified by a registered Florida landscape architect. Grantor may also require submission of samples of building materials proposed for use in connection with construction of such improvements and may require such additional information as may be reasonably necessary to completely evaluate the proposed structure or improvements. Approval by Grantor shall not be arbitrarily or unreasonably withheld, conditioned, or delayed, but disapproval may be based upon purely aesthetic grounds based on the aesthetic of the overall Hunter's Ridge development or the failure to provide consistency of the design with the overall residential development. In addition, all entry features, signage and fencing to be installed in or on the Property, which are or will be visible from any current or future roadway located outside of the Property, shall be consistent with the style and specifications provided or to be provided by Grantor to Grantee (and Grantee shall obtain such information from Grantor prior to Grantee designing such improvements). Approval or disapproval of applications to Grantor shall be given in writing with fifteen (15) days of receipt thereof by Grantor with a reasoned explanation for any disapprovals. In the event that Grantor's review of applications requires the review of a third party, Grantor shall immediately notify Grantee of said review and shall provide a determinative response within thirty (30) calendar days of receipt. Except in the case of a third party review, If Grantor fails to approve or provide comments to Grantee on any application for the construction or installation of any improvements on the Property within ten (10) days after receipt thereof from Grantee, then Grantor

shall be deemed to have disapproved and rejected Grantee's submission. Grantee shall also comply with any Declarations or restrictive covenants requiring Architectural review and approval by the Hunter's Ridge Homeowner's Association of East, Florida, Inc.

Approval of any application by Grantor shall not constitute a basis for any liability of Grantor for any reason, including but not limited to, failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects.

Once Grantor has approved any of Grantee's plans, Grantor may not withhold approval of future plans submitted by Grantee to the extent the future plans are consistent with the plans which have been approved by Grantor; provided that Grantor shall have approval rights of any new portions of the plans or any changes from previously approved plans.

4. DEVELOPMENT AND TRANSFER OF THE PROPERTY.

4.1 RESERVED

4.2 **Transfer by Primrose Owner.** Nothing contained in this Deed shall operate as a restraint on alienation and the Owner of the Property shall have the right to transfer any and all rights and obligations of the Property incorporated into this Deed, except Grantee's successor in interest shall continue to be obligated to obtain review and Plan Approval as set forth herein; provided however, this Deed is subject to a right of reverter in favor of Grantor upon default by Grantee of any provisions hereunder, or default of the Developer Obligations secured by the Mortgage and Promissory Note recorded simultaneously herewith. Said Mortgage and Promissory Note are due in full upon any sale or transfer of the Property. In the event of sale of the Property or transfer of ownership interest in Grantee, the Mortgage and Primrose Note must be paid in full as of the time of sale or any transfer, conveyance. Pursuant to the terms of Section 4.5 of the Settlement Agreement, in the event Grantee, or assigns and/or successors thereafter place secondary financing and/or liens on the Property, such mortgages, liens or notes must be stated to dissolve and not encumber the Property in the instance of reverter of the Property pursuant the terms of the Settlement Agreement. Any secondary financing for the Property shall also include a provision requiring consent of Grantor prior to foreclosing any secondary financing mortgage on the Property.

4.3 **Easements** The Parties and their affiliates mutually agree to grant such utilities and stormwater easements as restricted herein or by any other agreement between the parties, with respect to the Property and adjacent property, to allow Grantor or Grantee to satisfy their respective obligations under the DRI and execute their development plan including, without limitation, granting utility easements and limited stormwater easements as required and to request any lender holding a mortgage encumbering the Property to consent to such easements.

5. MISCELLANEOUS.

5.1 **Successors and Assigns.** The easements, covenants, restrictions and other terms contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.

5.2 **Modification.** The terms and provisions contained herein may be modified by the then owner of any portion of the Property whose lands are affected by such amendment, the owner of the lands which are directly benefited by any provision of this Deed to be amended, and Grantor or its successors or assigns.

5.3 **Notice.** Any notice required to be given hereunder will be effective only if such notice has been sent by express 24 hour guaranteed courier or delivery service, or by U.S. first class certified mail, postage prepaid, addressed to the other party as follows (or to such other place as any party may by Notice to the other specify)

To Grantee:

Ace and Luna II, LLC
c/o Allan Feker
660 Virginia Park
Laguna Beach, California 92651

With a copy to:

GrayRobinson, P.A.
Attn: Nicholas Dancaescu
301 East Pine Street
Orlando, Florida 32801
Facsimile No.: (407) 244-5690

And to:

Brian Ballo, Esq.,
Law Office of Brian Ballo
120 Vantis, Suite 300
Aliso Viejo, CA 92656

To Grantor:

Hunter's Ridge Acquisition and Development, LLC
Attn: Glen Fishman
111 Coleman Blvd, Suite 400
Mount Pleasant, South Carolina 29464

Copy to:

Phillip W. Crawford, Esq.
Gibbons, P.C.
2054 Vista Parkway, Suite 400
West Palm Beach, Florida 33411
pcrawford@gibbonslaw.com

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non acceptance.

5.4 **Remedies for Default.** Unless a specific period of time is herein stated, the terms hereof shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of twenty one (21) years from the date hereof. To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy. Unless a longer period is specified, no party shall be in default unless such party shall have failed to perform its obligations pursuant to this Deed and such default shall have continued after thirty (30) days written notice from the other party.

5.5 **Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

5.6 **Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

5.7 **Florida Law.** This Deed shall be construed and interpreted in accordance with the laws of the State of Florida. The venue for any proceeding of a dispute hereunder shall be in the Florida Circuit Court in and for Flagler County, Florida or the Federal Courts serving Flagler County, Florida.

5.8 **Waivers and Releases.** Grantor may, without the approval or joinder of Grantee or any other person or entity, waive or cancel in writing, any of the restrictions or provisions set forth herein in favor of Grantor, in whole or in part at any time or from time to time. No waivers

shall be effective against Grantor unless in writing. For the avoidance of doubt, Grantor may not obtain a waiver any of its obligations without the written consent of Grantee. In addition, Grantor may assign any and all of its rights, powers, obligations and privileges under this Deed, to any other entity or person, without the consent or joinder of Grantee or any party. Upon such assignment, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed arising from and after the date of the assignment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Deed is executed as of the day and year first above written.

US CAPITAL ALLIANCE, LLC, a
Florida limited liability company

By: Hunter's Ridge Acquisition and Development,
LLC a Florida limited liability company, its
Manager and Sole Member


By: Hunter's Ridge Manager, LLC, a Delaware
limited liability company

By: _____
Glen Fishman, Manager

Witnesses:



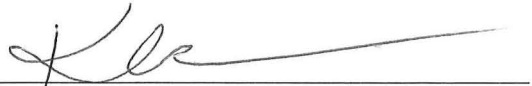
Signature
Kim C Booker
Printed Name



Signature
Mary Helen R. Murphy
Printed Name

STATE OF FLORIDA
COUNTY OF FLAGLER

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization this
31 day of Jan, 2023, by Glen Fishman as Manager of US Capital Alliance, LLC, on behalf of the
LLC. He [] is personally known to me or [] produced _____ as identification.



Notary Public in and for State and County aforesaid
Print Name: _____
Commission No.: _____
My Commission Expires: _____

[Affix Notary Seal]

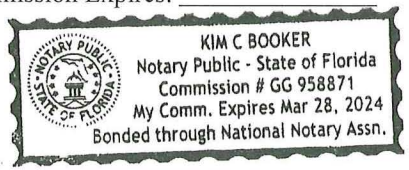


EXHIBIT A

Legal Description of the Property

A PARCEL OF LAND BEING IN SECTIONS 15 and 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 FOR THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 686.89', AND BEING ON THE NORTHERN RIGHT-OF-WAY LINE OF AIRPORT ROAD EXTENSION (100' PUBLIC RIGHT OF WAY PER MAP BOOK 38, PAGES 55-58);

THENCE LEAVING SAID RIGHT-OF-WAY, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 286.69', THROUGH A CENTRAL ANGLE OF 23°54'50", A CHORD BEARING OF N10°46'22"W, A CHORD DISTANCE OF 284.61' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019;

THENCE ALONG THE EAST LINE OF THE LANDS NOW OR FORMERLY OWNED BY US CAPITAL ALLIANCE, LLC, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1.) N10°56'00"W A DISTANCE OF 448.84' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913;
- 2.) N83°08' 16"W A DISTANCE OF 117.75' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913;
- 3.) N10°30'30"W A DISTANCE OF 686.09' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913;
- 4.) N24°10'33"W A DISTANCE OF 228.88' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913;
- 5.) N00°33'53"W A DISTANCE OF 180.75' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 932.03';
- 6.) THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°29'00" FOR AN ARC LENGTH OF 414.54', A CHORD BEARING OF N64°29'29"E, AND A CHORD DISTANCE OF 411.13' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 IN THE NORTHERLY LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 932.03';

THENCE CONTINUE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06°57'52" FOR AN ARC LENGTH OF 113.29', A CHORD BEARING OF N48°16'03"E, AND A CHORD DISTANCE OF 113.22' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 AND THE BEGINNING OF NON-TANGENT COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 140.99';

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34°19'05" FOR AN ARC LENGTH OF 84.45', WITH A CHORD BEARING S76°47'00"E, A CHORD DISTANCE OF 83.19' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 TO THE

BEGINNING OF A NON-TANGENT REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 5153.60';

THENCE CONTINUE ALONG SAID REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0°37' 10" FOR AN ARC LENGTH OF 55.72', A CHORD BEARING OF S23°56'06"E, A CHORD DISTANCE OF 55.72' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 IN THE NORTHERLY LINE OF SAID SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 5153.60';

THENCE CONTINUE ALONG SAID COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°27'52" FOR AN ARC LENGTH OF 941.24', A CHORD BEARING S16°31'12"E, A CHORD DISTANCE OF 939.93' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913;

THENCE S13°03'13"E A DISTANCE OF 507.07' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913;

THENCE N76°56'41"E A DISTANCE OF 5.00' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 IN THE WEST RIGHT-OF-WAY LINE OF HUNTER'S RIDGE BOULEVARD (AN 80' PUBLIC RIGHT OF WAY PER MAP BOOK 37, PAGES 38-39);

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1.) S13°03'13"E A DISTANCE OF 255.04' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00';
- 2.) THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 71°02'30" FOR AN ARC LENGTH OF 31.00', A CHORD BEARING OF S22°27'56"W, AND A CHORD DISTANCE OF 29.05' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 AND TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 175.00';
- 3.) THENCE LEAVING SAID HUNTERS RIDGE RIGHT-OF-WAY, ALONG SAID REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°00'31" FOR AN ARC LENGTH OF 149.69', A CHORD BEARING OF S33°28'56"W, AND A CHORD DISTANCE OF 145.17' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00';

THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°17' 17" FOR AN ARC LENGTH OF 29.36', A CHORD BEARING OF S42°37'19"W, AND A CHORD DISTANCE OF 27.70' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 ON THE NORTHERN RIGHT-OF-WAY LINE OF AIRPORT ROAD EXTENSION AND BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1700.00';

THENCE ALONG SAID RIGHT-OF-WAY AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°17'08" FOR AN ARC LENGTH OF 483.20', A CHORD BEARING OF S68°07'24"W, AND A CHORD DISTANCE OF 481.58' TO THE POINT OF BEGINNING.

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

Michael D. Chiumento III
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Michael3@legalteamforlife.com



CHIUMENTO LAW

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2 Camino Del Mar
Palm Coast, FL 32137

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

February 7, 2024

Flagler County
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

RE: Hunters Ridge Blvd., Ormond Beach, Florida

Dear Sir or Madam:

I have reviewed the title with respect to the property identified on **Exhibit "A"** attached. Based upon my examination of the title search, it is my legal opinion that as of February 7, 2024, that fee simple title to the property is vested in ACE AND LUNA II, LLC, a Florida limited liability company subject to the following matters:

1. Oil, gas and mineral reservations to Hunter's Ridge Acquisition and Development, LLC, a Delaware limited liability company recorded March 9, 1951 in Deed Book 36, Page 79 and Notice of Claim recorded August 5, 1975 in Book 69, Page 229 and Release of Entry contained in Warranty Deed recorded December 3, 2004 in Book 1174, Page 917 and Release of Surface Entry Rights with Respect to Oil, Gas and Mineral Interest recorded May 28, 2008 in Book 1663, Page 404 and Special Warranty Deed recorded August 17, 2021 in Book 2595, Page 1590 and recorded in Book 2595, Page 1618, all of the Public Records of Flagler County, Florida.
2. 10-foot Florida Power and Light Easement reserved on the plat of AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION, as recorded August 7, 2009 in Map Book 37, Page(s) 38 and 39, Public Records of Flager County, Florida, as affected by Plat Addendum recorded August 7, 2009 in Book 1730, Page 1052.
3. Terms and conditions for Resolution No. 2010-61 Amending and Replacing Development Order for Hunter's Ridge recorded February 1, 2011 in Book 1803, Page 648 as amended by Resolution No. 2021-66 recorded November 24, 2021 in Book 2631, Page 556 and amended by Resolution No. 2022-31 recorded June 24, 2022 in Book 2700, Page 923.
4. Non-Exclusive Drainage, Stormwater and Utility Easement to Hunter's Ridge Oaks Community Development District No. 1 recorded January 11, 2017 in Book 2180, Page 1317.

5. 10-foot Florida Power and Light Easement reserved on the plat of AIRPORT ROAD EXTENSION, as recorded February 6, 2017 in Map Book 38, Page(s) 55 and 56, including, but not limited to, provisions for the following: (a) Memorandum of Right-Of-Way Consent Agreement recorded September 16, 2005 in Book 1319, Page 1953.

6. Interlocal Agreement Between Flagler County, Florida and The Hunter's Ridge Oaks Community Development District No. 1 recorded December 14, 2017 in Book 2247, Page 670.

7. Retail Utility Service Agreement for Hunter's Ridge DRI Service Area (Flagler County) by and between City of Ormond Beach, Florida, Hunter's Ridge Oaks Community Development District No. 1 and U.S. Capital Alliance, LLC, a Florida limited liability company recorded December 14, 2017 in Book 2253, Page 502.

8. Terms, provisions and conditions for Ordinance No. 2022-09 by Board of County Commissioners of Flagler County, Florida recorded June 9, 2022 in Book 2694, Page 1528.

9. All terms, covenants, conditions, and other matters contained in Mediated Settlement Agreement For All Outstanding Issues Related to the Hunter's Ridge Development and Primrose Town Center and subsequent First Amendment to Settlement Agreement by and between Hunter's Ridge Acquisition and Development, LLC, a Delaware limited liability company, and its affiliated entities including Little Tomoka Land Trust Dated January 15, 2021, US Capital Alliance, LLC, a Florida limited liability company, HRVR Manager, LLC, a Florida limited liability company, and Hunters Ridge Residential Golf Properties, Inc., a Florida corporation, and Ace and Luna II, LLC, a Florida limited liability company and subsequent First and Second Amendment to Settlement Agreement by and between Hunter's Ridge Acquisition and Development, LLC, a Delaware limited liability company, and its affiliated entities including Little Tomoka Land Trust Dated January 15, 2021, US Capital Alliance, LLC, a Florida limited liability company, HRVR Manager, LLC, a Florida limited liability company, and Hunters Ridge Residential Golf Properties, Inc., a Florida corporation, and Ace and Luna II, LLC, a Florida limited liability company.

10. All terms, covenants, conditions, restrictions, and other matters contained in Quit Claim Deed from US Capital Alliance, LLC, a Florida limited liability company, to Ace and Luna II, LLC, a Florida limited liability company recorded February 13, 2023 in Book 2756, Page 262, Public Records of Flagler County, Florida.

11. Subject to satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

12. Matters as approximately shown on the survey prepared by Blew & Associates, P.A., under Job No. 21-4441.

13. Mortgage and the terms and conditions thereof.

Grantor/Trustor: Ace and Luna II, LLC, a Florida limited liability company

Grantee/Beneficiary: Hunter's Ridge Acquisition and Development, LLC, a Delaware limited liability company

Amount: \$3,146,000.00
Dated: January 23, 2023
Recorded: February 13, 2023
Recording Information: Book 2756, Page 276

14. Assignment of Mortgage for the benefit of MTAG OPPORTUNITY FUND I, LP, a Delaware limited partnership recorded in O.R. Book 2790, Page 255, Public Records of Flagler County, Florida.

Sincerely,

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

Michael D. Chiumento III
Attorney
MDC/cm

EXHIBIT "A"

(AS RECORDED IN OFFICAL RECORDS BOOK 2756, PAGE 262, FLAGLER COUNTY, FLORIDA)

A PARCEL OF LAND BEING IN SECTIONS 15 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 FOR THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 686.89', AND BEING ON THE NORTHERN RIGHT-OF-WAY LINE OF AIRPORT ROAD EXTENSION (100' PUBLIC RIGHT OF WAY PER MAP BOOK 38, PAGES 55-58); THENCE LEAVING SAID RIGHT-OF-WAY, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 286.69', THROUGH A CENTRAL ANGLE OF 23°54'50", A CHORD BEARING OF N10°46'22"W, A CHORD DISTANCE OF 284.61' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019; THENCE ALONG THE EAST LINE OF THE LANDS NOW OR FORMERLY OWNED BY US CAPITAL ALLIANCE, LLC, THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1.) N10°56'00"W A DISTANCE OF 448.84' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; 2.) N83°08' 16"W A DISTANCE OF 117.75' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; 3.) N10°30'30"W A DISTANCE OF 686.09' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; 4.) N24°10'33"W A DISTANCE OF 228.88' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; 5.) N00°33'53"W A DISTANCE OF 180.75' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 932.03'; 6.) THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°29'00" FOR AN ARC LENGTH OF 414.54', A CHORD BEARING OF N64°29'29"E, AND A CHORD DISTANCE OF 411.13' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 IN THE NORTHERLY LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 932.03'; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06°57'52" FOR AN ARC LENGTH OF 113.29', A CHORD BEARING OF N48°16'03"E, AND A CHORD DISTANCE OF 113.22' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 AND THE BEGINNING OF NON-TANGENT COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 140.99'; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 34°19'05" FOR AN ARC LENGTH OF 84.45', WITH A CHORD BEARING S76°47'00"E, A CHORD DISTANCE OF 83.19' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 TO THE BEGINNING OF A NON-TANGENT REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 5153.60'; THENCE CONTINUE ALONG SAID REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0°37' 10" FOR AN ARC LENGTH OF 55.72', A CHORD BEARING OF S23°56'06"E, A CHORD DISTANCE OF 55.72' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 IN THE NORTHERLY LINE OF SAID SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 5153.60'; THENCE CONTINUE ALONG SAID COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°27'52" FOR AN ARC LENGTH OF 941.24', A

CHORD BEARING S16°31'12"E, A CHORD DISTANCE OF 939.93' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; THENCE S13°03'13"E A DISTANCE OF 507.07' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913; THENCE N76°56'41"E A DISTANCE OF 5.00' TO A SET 5/8" IRON REBAR CAPPED JOHNSON PSM 5913 IN THE WEST RIGHT-OF-WAY LINE OF HUNTER'S RIDGE BOULEVARD (AN 80' PUBLIC RIGHT OF WAY PER MAP BOOK 37, PAGES 38-39); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1.) S13°03'13"E A DISTANCE OF 255.04' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00'; 2.) THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 71°02'30" FOR AN ARC LENGTH OF 31.00', A CHORD BEARING OF S22°27'56"W, AND A CHORD DISTANCE OF 29.05' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 AND TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 175.00'; 3.) THENCE LEAVING SAID HUNTERS RIDGE RIGHT-OF-WAY, ALONG SAID REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°00'31" FOR AN ARC LENGTH OF 149.69', A CHORD BEARING OF S33°28'56"W, AND A CHORD DISTANCE OF 145.17' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00'; THENCE ALONG SAID REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°17'17" FOR AN ARC LENGTH OF 29.36', A CHORD BEARING OF S42°37'19"W, AND A CHORD DISTANCE OF 27.70' TO A FOUND 3"X3" CONCRETE MONUMENT W/SCREW PRM LB 3019 ON THE NORTHERN RIGHT-OF-WAY LINE OF AIRPORT ROAD EXTENSION AND BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1700.00'; THENCE ALONG SAID RIGHT-OF-WAY AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°17'08" FOR AN ARC LENGTH OF 483.20', A CHORD BEARING OF S68°07'24"W, AND A CHORD DISTANCE OF 481.58' TO THE POINT OF BEGINNING.

Growth Management Department
Planning & Zoning
1769 E. Moody Blvd, Bldg. 2
Bunnell, FL 32110

www.flaglercounty.org

Phone: (386)313-4009

Fax: (386)313-4109



TECHNICAL REVIEW COMMITTEE COMMENTS

DATE: March 15, 2024

Project #: 2024020066 / AR #4697

Attached are departmental comments regarding your submittal to Flagler County for the above referenced project. **Any questions regarding any of the comments should be addressed to the department providing the comment.**

Flagler County Building Department	386-313-4002
Flagler County Planning Department	386-313-4009
Flagler County Development Engineering	386-313-4082
Flagler County General Services (Utilities)	386-313-4184
County Attorney	386-313-4005
Flagler County Fire Services	386-313-4258
E-911 GIS Specialist	386-313-4274
Environmental Health Department	386-437-7358
Flagler County School Board	386-586-2386

Attachment: Staff Comments

Reviewing Department Comments

ZON - ZONING (386-313-4009)

Comments:

Rejected By: SIMONE KENNY - - SKENNY@FLAGLERCOUNTY.GOV

PUD Agreement

1) State/clarify specific uses. Agreement references DRI agreement, which does not specify uses.

2) Any requirements not specifically stated in agreement, such as parking and landscaping, will revert to Flagler County LDC.

3) In the Table of Development Requirements, it should say 'minimum pervious' not maximum.

Site Plan

4) Provide buildings dimensions and areas.

5) Show pervious and lot coverage calculations

3) Show building setbacks.

FD1 - FIRE REVIEW

Comments:

Rejected By: JERRY SMITH - -

1. Fire Rescue request the Florida Fire and Life safety code are adhered to.

2. Fire Rescue request further information on the travel lane width and turning radius

ENGINE1 - DEVELOPMENT ENGINEERING (386-313-4082)

Comments:

Rejected By: SUSAN GRAHAM - (386)313-4082 - SGRAHAM@FLAGLERCOUNTY.GOV

Comments 031424

1.Site data table on Agreement states 27.17 ac, the PUD Agreement states 5ac, clarify.

2.Lots, if proposed shall be shown on the SDP.

3.Define the site limits on the SDP.

4.The stormwater/drainage in its entirety shall be included within the limits of the proposed PUD and shall be discussed in the PUD. No offsite stormwater permitted.

5.The finished floors of the site shall be included in the PUD.

6.Signage and lighting shall be discussed in the PUD agreement and shown on the plan.

7.The roadway along the limits of the project shall be constructed as part of this site if not completed prior to the commencement of the construction of this site. This shall be discussed in the PUD Doc.

8.Provide sidewalk locations on the plan and in the Agreement.

9. Show/define the improvements proposed per Phase.
10. Provide preliminary Landscape Plan and discuss in the Agreement.
11. Provide Will Serve letter from the City of Ormond Beach.
12. Provide the location for the dumpsters and provide statement in the PUD regarding the trash/dumpster.
13. Stormwater design and calculations will be required at preliminary plat.
14. Provide an operation and maintenance section in the Agreement.
15. Provide a complete project description in the agreement.
16. Discuss prohibited uses in the Agreement.
17. Discuss the parking requirements in the Agreement.
18. Discuss the Services (water, sewer, Trash, etc) in the Agreement.
19. Discuss Fire Protection in the Agreement.
20. Discuss the Wetlands/wetland buffers in the agreement as to use, protection, permitting ETC. ownership and maintenance.
21. Discuss LDC applicability and inconsistencies.
22. Provide a tree survey along with the Boundary.
23. Additional comments may be generated with other submittals.

EH - ENVIRONMENTAL HEALTH DEPT

Comments:

No comments or objections providing that potable water and/or wastewater service are not provided by well(s) and/or septic system(s).

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

Michael D Chiumento III
Managing Partner
Michael3@legalteamforlife.com



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2 Camino Del Mar
Palm Coast, FL 32137

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

April 11, 2024

Via E-Mail Only

Mr. Adam Mengel, Growth Management Director
C/O Flagler County
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

Re: Application for Site Development Plan Review in a PUD

Dear Mr. Mengel:

As you know, this Firm and I represent the applicant and owner in connection with the above application. We are in receipt of the County's comments provided to us on or about March 12, 2024. Each comment requiring a response will be reproduced below with the applicable response immediately following the comment.

ZONING

1. State/clarify specific uses. Agreement references DRI agreement, which does not specify uses.

RESPONSE: This has been updated as requested.

2. Any requirements not specifically stated in agreement, such as parking and landscaping, will revert to Flagler County LDC.

RESPONSE: This has been updated as requested.

3. In the Table of Development Requirements, it should say 'minimum pervious' not

maximum.

RESPONSE: This has been updated as requested.

4. Provide buildings dimensions and areas.

RESPONSE: Because this project is at the Conceptual Site Plan stage, and as such subject to changes in the building dimensions and areas, this information will be provided at a later date.

5. Show pervious and lot coverage calculations.

RESPONSE: This has been updated as requested.

6. Show building setbacks.

RESPONSE: This has been updated as requested.

FIRE REVIEW

1. Fire Rescue request the Florida Fire and Life safety code are adhere to.

RESPONSE: This has been updated as requested.

2. Fire Rescue request further information on the travel lane width and turning radius.

RESPONSE: This has been updated as requested.

DEVELOPMENT ENGINEERING

1. Site data table on Agreement states 27.17 ac, the PUD Agreement states 5 ac, clarify.

RESPONSE: The 27.17 ac refers to the total acreage of the parcel, whereas the 5 ac refers to the minimum project size requirements per the FCLDC.

2. Lots, if proposed, shall be shown on the SDP.

RESPONSE: The proposed Lots are depicted on the SDP.

3. Define the site limits on the SDP.

RESPONSE: This has been updated as requested.

4. The stormwater/drainage in its entirety shall be included within the limits of the

proposed PUD and shall be discussed in the PUD. No offsite stormwater permitted.

RESPONSE: This information has been incorporated into the PUD DA within section ...

5. The finished floors of the site shall be included in the PUD.

RESPONSE: Because this project is at the Conceptual Site Plan stage, and as such subject to changes to the finished floors, this information will be provided at a later date.

6. Signage and lighting shall be discussed in the PUD agreement and shown on the plan.

RESPONSE: The Developer defers to the requirements for signage and lighting in the Flagler County LDC.

7. The roadway along the limits of the project shall be constructed as part of this site if not completed prior to the commencement of the construction of this site. This shall be discussed in the PUD Doc.

RESPONSE: This has been updated as requested.

8. Provide sidewalk locations on the plan and in the Agreement.

RESPONSE: This has been updated as requested.

9. Show/define the improvements proposed per Phase.

RESPONSE: This has been updated as requested.

10. Provide preliminary Landscape Plan and discuss in the Agreement.

RESPONSE: The Developer defers to the requirements in the Flagler County LDC.

11. Provide Will Serve letter from the City of Ormond Beach.

RESPONSE: This information will be provided at the time of preliminary plat. Developer's understanding is that at this stage only a proposed utility service concept plan is required.

12. Provide the location for the dumpsters and provide statement in the PUD regarding the trash/dumpster.

RESPONSE: This has been updated as requested.

13. Stormwater design and calculations will be required at preliminary plat.

RESPONSE: Ok, agreed and understood.

14. Provide an operation and maintenance section in the Agreement.

RESPONSE: This information will be provided at the time of preliminary plat.

15. Provide a complete project description in the agreement.

RESPONSE: This has been updated as requested.

16. Discuss prohibited uses in the Agreement.

RESPONSE: The Agreement follows the Flagler County LDC, as such the prohibited uses would be those prohibited by the LDC.

17. Discuss the parking requirements in the Agreement.

RESPONSE: This has been updated as requested.

18. Discuss the Services (water, sewer, Trash, etc.) in the Agreement.

RESPONSE: The Developer defers to the requirements in the Flagler County LDC.

19. Discuss Fire Protection in the Agreement.

RESPONSE: The Developer defers to the requirements in the Flagler County LDC.

20. Discuss the Wetlands/wetland buffers in the agreement as to use, protection, permitting ETC. ownership and maintenance.

RESPONSE: The Developer defers to the requirements in the Flagler County LDC.

21. Discuss LDC applicability and inconsistencies.

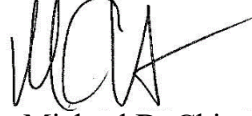
RESPONSE: The Developer defers to the requirements in the Flagler County LDC.

22. Provide a tree survey along with the Boundary.

RESPONSE: The Developer defers to the requirements in the Flagler County LDC.

If the County has any questions about the foregoing, please do not hesitate to contact me or my office. I can be reached most easily at michael3@legalteamforlife.com. The applicant would request to be placed on the next available TRC meeting.

Sincerely,

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

Michael D. Chiumento III

Enclosure: As Noted
CC: File
Client

MDC/jtt

Enclosures

Growth Management Department
Planning & Zoning
1769 E. Moody Blvd, Bldg. 2
Bunnell, FL 32110

www.flaglercounty.org

Phone: (386)313-4009

Fax: (386)313-4109



TECHNICAL REVIEW COMMITTEE COMMENTS

DATE: May 09, 2024

Project #: 2024020066 / AR #4697

Attached are departmental comments regarding your submittal to Flagler County for the above referenced project. **Any questions regarding any of the comments should be addressed to the department providing the comment.**

Flagler County Building Department	386-313-4002
Flagler County Planning Department	386-313-4009
Flagler County Development Engineering	386-313-4082
Flagler County General Services (Utilities)	386-313-4184
County Attorney	386-313-4005
Flagler County Fire Services	386-313-4258
E-911 GIS Specialist	386-313-4274
Environmental Health Department	386-437-7358
Flagler County School Board	386-586-2386

Attachment: Staff Comments

Reviewing Department Comments

ZON - ZONING (386-313-4009)

Comments:

Rejected By: SIMONE KENNY - - SKENNY@FLAGLERCOUNTY.GOV

PUD Agreement

- 1) State/clarify specific uses. Agreement references DRI agreement, which does not specify uses.
- 2) Any requirements not specifically stated in agreement, such as parking and landscaping, will revert to Flagler County LDC.
- 3) In the Table of Development Requirements, it should say 'minimum pervious' not maximum.

Site Plan

- 4) Provide buildings dimensions and areas.
- 5) Show pervious and lot coverage calculations
- 3) Show building setbacks.

FD1 - FIRE REVIEW

Comments:

Rejected By: JERRY SMITH - -

Fire Rescue request the Florida Fire and Life safety code are adhered to.

Fire Rescue request further information on the travel lane width and turning radius

ENGIN1 - DEVELOPMENT ENGINEERING (386-313-4082)

Comments:

Rejected By: SUSAN GRAHAM - (386)313-4082 - SGRAHAM@FLAGLERCOUNTY.GOV

Comments 031424

- 1.Site data table on Agreement states 27.17 ac, the PUD Agreement states 5ac, clarify.
- 2.Lots, if proposed shall be shown on the SDP.
- 3.Define the site limits on the SDP.
- 4.The stormwater/drainage in its entirety shall be included within the limits of the proposed PUD and shall be discussed in the PUD. No offsite stormwater permitted.
- 5.The finished floors of the site shall be included in the PUD.
- 6.Signage and lighting shall be discussed in the PUD agreement and shown on the plan.
- 7.The roadway along the limits of the project shall be constructed as part of this site if not completed prior to the commencement of the construction of this site. This shall be discussed in the PUD Doc.
- 8.Provide sidewalk locations on the plan and in the Agreement.
- 9.Show/define the improvements proposed per Phase.
- 10.Provide preliminary Landscape Plan and discuss in the Agreement.
- 11.Provide Will Serve letter from the City of Ormond Beach
- 12.Provide the location for the dumpsters and provide statement in the PUD regarding the trash/dumpster.
- 13.Stormwater design and calculations will be required at preliminary plat.

- 14. Provide an operation and maintenance section in the Agreement.
- 15. Provide a complete project description in the agreement.
- 16. Discuss prohibited uses in the Agreement.
- 17. Discuss the parking requirements in the Agreement.
- 18. Discuss the Services (water, sewer, Trash, etc) in the Agreement.
- 19. Discuss Fire Protection in the Agreement.
- 20. Discuss the Wetlands/wetland buffers in the agreement as to use, protection, permitting ETC. ownership and maintenance.
- 21. Discuss LDC applicability and inconsistencies.
- 22. Provide a tree survey along with the Boundary.
- 23. Additional comments may be generated with other submittals.

EH - ENVIRONMENTAL HEALTH DEPT

Comments:

Marked INFORMATION By: GINA LEMON - - glemon@flaglercounty.gov

No comments or objections providing that potable water and/or wastewater service are not provided by well(s) and/or septic system(s).

CA1 - COUNTY ATTORNEY

Comments:

Marked INFORMATION By: SIMONE KENNY - - SKENNY@FLAGLERCOUNTY.GOV

911 - E-911 STAFF

Comments:

Marked INFORMATION By: SIMONE KENNY - - SKENNY@FLAGLERCOUNTY.GOV

CO ENG - COUNTY ENGINEERING

Comments:

Marked INFORMATION By: SIMONE KENNY - - SKENNY@FLAGLERCOUNTY.GOV

ZON - ZONING (386-313-4009)

Comments:

Rejected By: SIMONE KENNY - - SKENNY@FLAGLERCOUNTY.GOV

PUD Concept Plan

- 1) Please provide a site data table summarizing proposed land uses and acerages and show that proposed concepts will not exceed limits stated in the DRI.
- 2) Will there be seperate lots? If so, please show them.
- 3) Include maximum building height in site data table.
- 4) Include a conceptual landscaping plan.

Development Agreement

- 1) Parking requirements for Office/retail/service can vary greatly based on specific use. Please describe a method/justification for accounting for different parking needs.
- 2) Will there be any prohibited uses? If so, please list them.
- 3) Agreement references phasing that is not shown on site plan.
- 4) Sec 4.4 references roadway tracts and residential structures. Please clarify.
- 5) Sec 4.5 references residential structures. Please clarify.

ENGIN1 - DEVELOPMENT ENGINEERING (386-313-4082)

Comments:

Rejected By: SUSAN GRAHAM - (386)313-4082 - SGRAHAM@FLAGLERCOUNTY.GOV

Comments 050224

1. Provide a legend on the PUD Sit Plan.
2. Lots, if proposed, shall be shown on the SDP.
3. Define the site limits on the SDP.
4. The stormwater/drainage in its entirety shall be included within the limits of the proposed PUD and shall be discussed in the PUD. No offsite stormwater permitted.
5. Signage and lighting shall be shown on the plan.
6. The roadway along the limits of the project shall be constructed as part of this site if not completed prior to the commencement of the construction of this site. This shall be discussed in the PUD Doc.
7. Provide sidewalk locations on the plan.
8. Show / define the improvements proposed per Phase.
9. Provide preliminary Landscape Plan. The landscaping discussed in the PUD Documents specific to commercial. What if restaurants are proposed, what would be more restrictive.
10. Provide Will Serve letter from the City of Ormond Beach
11. Provide the location for the dumpsters.
12. Stormwater design and calculations will be required at preliminary plat.
13. Provide an operation and maintenance section in the Agreement that specifies a legal entity.
14. Provide a complete project description in the agreement.
15. Discuss the parking requirements in the Agreement are for commercial. What if restaurants are proposed, what would be more restrictive.
16. Specifically discuss the entity serving the site for water and sewer.
17. Fire protection is provided by whom?
18. Discuss LDC applicability and inconsistencies.
19. Additional comments may be generated with other submittals.

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

Michael D Chiumento III
Managing Partner
Michael3@legalteamforlife.com



CHIUMENTO LAW

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2 Camino Del Mar
Palm Coast, FL 32137

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

June 5, 2024

Via E-Mail Only

Mr. Adam Mengel, Growth Management Director
C/O Flagler County
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

Re: Application for Site Development Plan Review in a PUD

Dear Mr. Mengel:

As you know, this Firm and I represent the applicant and owner in connection with the above application. We are in receipt of the County's comments provided to us on or about May 9, 2024. Each comment requiring a response will be reproduced below with the applicable response immediately following the comment.

ZONING

1. Please provide a site data table summarizing proposed land uses and acreages and show that proposed concepts will not exceed limits stated in the DRI.

RESPONSE: This has been updated as requested.

2. Will there be separate lots? If so, please show them.

RESPONSE: This has been updated as requested.

3. Include maximum building height in site data table.

RESPONSE: This has been updated as requested.

4. Include a conceptual landscaping plan.

RESPONSE: The areas for landscape buffers and islands have been shown on the PUD Concept Plan, however detailed plans will be provided at a later stage.

1. Parking requirements for Office/retail/service can vary greatly based on specific use. Please describe the method/justification for accounting for different parking needs.

RESPONSE: This has been updated as requested.

2. Will there be any prohibited uses? If so, please list them.

RESPONSE: This has been updated as requested.

3. Agreement references phasing that is not shown on site plan.

RESPONSE: The Agreement has been updated to provide for details regarding phasing.

4. Sec 4.4 references roadway tracts and residential structures. Please clarify.

RESPONSE: The Agreement has been revised to remove reference to residential structures.

5. Sec 4.5 references residential structures. Please clarify.

RESPONSE: The Agreement has been revised to remove reference to residential structures.

DEVELOPMENT ENGINEERING

1. Provide a legend on the PUD Site Plan.

RESPONSE: This has been updated as requested.

2. Lots, if proposed, shall be shown on the SDP.

RESPONSE: The proposed Lots are depicted on the SDP.

3. Define the site limits on the SDP.

RESPONSE: This has been updated as requested.

4. The stormwater/drainage in its entirety shall be included within the limits of the proposed PUD and shall be discussed in the PUD. No offsite stormwater permitted.

RESPONSE: The Agreement has been revised to reflect the onsite stormwater system.

5. Signage and lighting shall be shown on the plan.

RESPONSE: The Agreement has been revised to reflect that Signage and Lighting are to comply with the FCLDC requirements. More detailed plans for signing and lighting are to be provided at a later stage.

6. The roadway along the limits of project shall be constructed as part of this site if not completed prior to the commencement of the construction of this site. This shall be discussed in the PUD Doc.

RESPONSE: This has been updated as requested.

7. Provide sidewalk locations on the plan.

RESPONSE: This has been updated as requested.

8. Show/define the improvements proposed per Phase.

RESPONSE: This has been updated as requested.

9. Provide preliminary Landscape Plan. The landscaping discussed in the PUD Documents specific to commercial. What if restaurants are proposed, what would be more restrictive.

RESPONSE: The Developer defers to the requirements in the Flagler County LDC. The areas for landscape buffers and islands have been shown on the PUD Concept Plan, however detailed plans will be provided at a later stage.

10. Provide Will Serve letter from the City of Ormond Beach.

RESPONSE: The Agreement, and the DRI, state that Utility Services will be provided by the City of Ormond Beach pursuant to the Retail Utility Service Agreement for Hunter's Ridge DRI Service Area, recorded in O.R. Book 2253, Page 502, Public Records, Flagler County, Florida.

11. Provide the location for the dumpsters.

RESPONSE: This has been updated as requested.

12. Stormwater design and calculations will be required at preliminary plat.

RESPONSE: Ok, agreed and understood.

13. Provide an operation and maintenance section in the Agreement that specifies a legal entity.

RESPONSE: This has been updated as requested.

14. Provide a complete project description in the agreement.

RESPONSE: This has been updated as requested.

15. Discuss the parking requirements in the Agreement are for commercial. What if restaurants are proposed, what would be more restrictive.

RESPONSE: The Agreement has been revised to reflect the parking requirements.

16. Specifically discuss the entity serving the site for water and sewer.

RESPONSE: This has been updated as requested.

17. Fire protection is provided by whom?

RESPONSE: This has been updated as requested.

18. Discuss LDC applicability and inconsistencies.

RESPONSE: This has been updated as requested.

If the County has any questions about the foregoing, please do not hesitate to contact me or my office. I can be reached most easily at michael3@legalteamforlife.com. The applicant would request to be placed on the next available TRC meeting.

Sincerely,



Michael D. Chiumento III

Enclosure: As Noted
CC: File
Client

MDC/jtt

Enclosures

Growth Management Department
Planning & Zoning
1769 E. Moody Blvd, Bldg. 2
Bunnell, FL 32110

www.flaglercounty.org

Phone: (386)313-4009

Fax: (386)313-4109



TECHNICAL REVIEW COMMITTEE COMMENTS

DATE: June 14, 2024

Project #: 2024020066 / AR #4697

Attached are departmental comments regarding your submittal to Flagler County for the above referenced project. **Any questions regarding any of the comments should be addressed to the department providing the comment.**

Flagler County Building Department	386-313-4002
Flagler County Planning Department	386-313-4009
Flagler County Development Engineering	386-313-4082
Flagler County General Services (Utilities)	386-313-4184
County Attorney	386-313-4005
Flagler County Fire Services	386-313-4258
E-911 GIS Specialist	386-313-4274
Environmental Health Department	386-437-7358
Flagler County School Board	386-586-2386

Attachment: Staff Comments

Reviewing Department Comments

ENGIN1 - DEVELOPMENT ENGINEERING (386-313-4082)

Comments:

Rejected By: SUSAN GRAHAM - (386)313-4082 - SGRAHAM@FLAGLERCOUNTY.GOV

Comments:061424

1. Provide a legend on the PUD Sit Plan.

2. Is this a one lot subdivision?

3. The entrance on Hunters Ridge Boulevard shall be aligned with the existing driveway of The Goveside Subdivision.

4. There is a Phase line on the plans. The stormwater will need to be constructed with the first phase and noted on the PUD Site Plan and PUD Document.

5. It is understood that there is a drainage easement for the site to discharge into that is off-site. The Deed that contains this language states that all stormwater treatment and pre-treatment shall be completed prior to discharging off-site. The PUD Site Plan shall include this information.

6. Signage and lighting shall be shown on the plan.

7. Section 4.4 of the PUD Agreement should include the off-site roadways that are to be constructed with this site.

8. There will be a sidewalk on the west side of the roadway that perimeters the site. Provide sidewalk locations on the plan.

9. Provide preliminary Landscape Plan. The landscaping discussed in the PUD Documents specific to commercial.

10. Stormwater design and calculations will be required at preliminary plat.

11. Provide an operation and maintenance section in the Agreement that specifies a legal entity.

12. Provide a complete project description in the agreement.

13. Discuss the parking requirements in the Agreement are for commercial. What if restaurants are proposed, what would be more restrictive.

14. Specifically discuss the entity serving the site for water and sewer.

15. Fire protection is provided by whom?

16. Was Exhibit B provided? The PUD Site Plan should be a single sheet that depicts the buildings, lots, parking (with HC), dumpster, access, drainage, site data table, all that is addressed in the PUD Agreement.

17. Provide Map H as discussed in the PUD Section 2.1.

18. PUD Agreement Section 3.1 should reference Commercial Site Development Permit.

19. The offsite roadway will have to be Platted concurrently with the Commercial site as a separate plat.

20. Additional comments may be generated with other submittals

911 - E-911 STAFF

Comments:

Marked INFORMATION By: SIMONE KENNY - - SKENNY@FLAGLERCOUNTY.GOV

The name Hunter's Ridge Town Center may conflict with Town Center in Palm Coast.

EH - ENVIRONMENTAL HEALTH DEPT

Comments:

Marked INFORMATION By: SIMONE KENNY - - SKENNY@FLAGLERCOUNTY.GOV

- No comments or objection providing that water and/or wastewater service are not provided by well and/or septic systems.

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

Michael D Chiumento III
Managing Partner
Michael3@legalteamforlife.com



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Palm Coast, FL 32137

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

June 28, 2024

Via E-Mail Only

Mr. Adam Mengel, Growth Management Director
C/O Flagler County
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

Re: Application for Site Development Plan Review in a PUD

Dear Mr. Mengel:

As you know, this Firm and I represent the applicant and owner in connection with the above application. We are in receipt of the County's comments provided to us on or about June 14, 2024. Each comment requiring a response will be reproduced below with the applicable response immediately following the comment.

DEVELOPMENT ENGINEERING

Susan Graham | 386-313-4082 | SGraham@FlaglerCounty.gov

1. Provide a legend on the PUD Site Plan.
Response: As discussed at the 6-20-24 TRT meeting, the legend had been previously added.
2. Is this a one lot subdivision?
Response: It has been determined by Adam Mengel that a plat will not be required at this since phase 2 final construction will not occur until after the road has been extended by others and significant additional residential development of Hunters Ridge has taken place.(reference 6-21-24 email).
3. The entrance on the Hunters Ridge Boulevard shall be aligned with the existing driveway

of The Goveside Subdivision.

Response: Driveway has been redesigned to align.

4. There is a Phase line on the plans. The stormwater will need to be constructed with the first phase and noted on the PUD Site Plan and PUD Document.
Response: The PUD Document has been revised to indicate that the stormwater will be constructed with the first phase to comply with requirements. Also, the stormwater system will be further constructed to provide drainage as additional phases are developed.
5. It is understood that there is a drainage easement for the site to discharge into that is off-site. The Deed that contains this language states that all stormwater treatment and pre-treatment shall be completed prior to discharging off-site. The PUD Site Plan shall include this information.
Response: As discussed at the 6-20-24 TRT meeting, the drainage easement and drainage pond concept has been favorably received by the adjacent property owner. The end result will be signed drainage easement from the adjacent owner at final site plan approval.
6. Signage and lighting shall be shown on the plan.
Response: As discussed at the 6-20-24 TRT meeting, the signage is deferred to the LDC standards and a typical light pole detail has been added.
7. Section 4.4 of the PUD Agreement should include the off-site roadways that are to be constructed with this site.
Response: The PUD has been revised to indicate no construction shall commence beyond phase 1, with exception of mass grading of phase 2, until the adjacent Hunter's Ridge Boulevard roadway is constructed to the northerly limits of the property.
8. There will be a sidewalk on the west side of the roadway that perimeters the site. Provide sidewalk locations on the plan.
Response: This has been shown.
9. Provide preliminary Landscape Plan. The landscaping discussed in the PUD Documents specific to commercial.
Response: Preliminary landscape plan enclosed.
10. Stormwater design and calculations will be required at preliminary plat.
Response: Since there is no preliminary plat associated with this application, stormwater calculations will be included at Final Site Plan stage. The stormwater calculations will include an allocation for the adjacent roads which is consistent with our discussions with Hunter's Ridge.
11. Provide an operation and maintenance section in the Agreement that specifies a legal entity.

Response: As discussed at the 6-20-24 TRT meeting, the legal entity had been previously added. This information can be found under section 1.2.

12. Provide a complete project description in the agreement.

Response: As discussed at the 6-20-24 TRT meeting, the project description had been previously added. This information can be found in section 2.1 and 3.1.

13. Discuss the parking requirements in the Agreement are for commercial. What if restaurants are proposed, what would be more restrictive.

Response: The PUD has been revised to indicate that specific parking needs which exceed ten percent of the total floor area shall be calculated individually and will be required to provide additional parking in compliance with FCLDC.

14. Specifically discuss the entity serving the site for water and sewer.

Response: The city of Ormond beach is the water and sewer utility provided.

15. Fire protection is provided by whom?

Response: Flagler County is to provide fire protection. This can be found in section 5.10(a) of the Agreement.

16. Was Exhibit B provided? The PUD Site Plan should be a single sheet that depicts the buildings, lots, parking (with HC), dumpster, access, drainage, site data table, all that is addressed in the PUD Agreement.

Response: As discussed at the 6-20-24 TRT meeting, Exhibit B was previously provided.

17. Provide Map H as discussed in the PUD Section 2.1.

Response: A copy of Map H has been provided.

18. PUD Agreement Section 3.1 should reference Commercial Site Development Permit.

Response: The PUD has been revised to reflect the Commercial Site Development Permit requirement.

19. The offsite roadway will have to be Platted concurrently with the Commercial site as a separate plat.

Response: The PUD has been revised to indicate no construction shall commence beyond phase 1, with exception of mass grading of phase 2, until the adjacent Hunter's Ridge Boulevard roadway is constructed to the northerly limits of the property.

20. Additional comments may be generated with other submittals.

Response: Understood.

E-911 STAFF

Simone Kenny | SKenny@FlaglerCounty.gov

1. The name Hunter's Ridge Town Center may conflict with Town Center in Palm Coast.
Response: The name has been revised to "Primrose at Hunter's Ridge" to address any conflict.

ZONING

Simone Kenny | SKenny@FlaglerCounty.gov

PUD Concept Plan

1. Please provide a site data table summarizing proposed land uses and acreages and show that proposed concepts will not exceed limits stated in the DRI.
Response: As discussed at the 6-20-24 TRT meeting, the minimum pervious area, maximum impervious area, maximum building area and proposed use were previously shown in the site data on sheet C3.
2. Will there be separate lots? If so, please show them.
Response: No separate lots are proposed at this time for this application. If future lots are desired in the future, this will need to be addressed in the final site plan and platting, if required.
3. Include maximum building height in site data table.
Response: This was previously shown in the site data table on sheet C3.
4. Include a conceptual landscaping plan.
Response: Preliminary landscape plan enclosed.

Development Agreement

1. Parking requirements for Office/retail/service can vary greatly based on specific use. Please describe a method/justification for accounting for different parking needs.
Response: The PUD has been revised to indicate that specific parking needs which exceed ten percent of the total floor area shall be calculated individually and will be required to provide additional parking in compliance with FCLDC.
2. Will there be any prohibited uses? If so, please list them.
Response: Section 3.2 of the Agreement provides for permitted uses and defers to the Flagler County Land Development Code. This section has been revised to clarify prohibited uses as well.
3. Agreement references phasing that is not shown on the site plan.
Response: A phase line was previously shown on sheet C3.
4. Sec 4.4 references roadway tracts and residential structures. Please clarify.
Response: Any reference to residential structures and roadway tracts has been removed.

5. Sec 4.5 references residential structures. Please clarify.

Response: Any reference to residential structures has been removed.

6/12/24 Comments

PUD Concept Plan

1. Proposed Land Uses areas (open space, impervious, etc.) are not summarized in site data table.

Response: As discussed at the 6-20-24 TRT meeting, the minimum pervious area, maximum impervious area, maximum building area and proposed use were previously shown in the site data on sheet C3.

2. Are these separate buildings on separate lots, or one stripmall style building on one lot with individual lease spaces? If they are to be leased, who is maintaining ownership?

Response: This project will be under single ownership.

3. Please note on site plan that parking islands will be landscaped.

Response: Preliminary landscape plan enclosed.

Development Agreement

1. Sec 4.5 of the agreement states "... owner shall plant a minimum of one (1) tree ... as required ..." This statement is not needed with the following statement: "... Index tree protection shall comply with the FCLDC..."

Response: The Agreement has been updated to remove the duplicate language.

2. Sec 4.6 Please confirm that the LDC requirements for signage will suit the needs of the development.

Response: Yes. If modifications are desired in the future when actual tenants become known, a modification will be processed.

If the County has any questions about the foregoing, please do not hesitate to contact me or my office. I can be reached most easily at michael3@legalteamforlife.com.

Sincerely,



Michael D. Chiumento III

Enclosure: As Noted

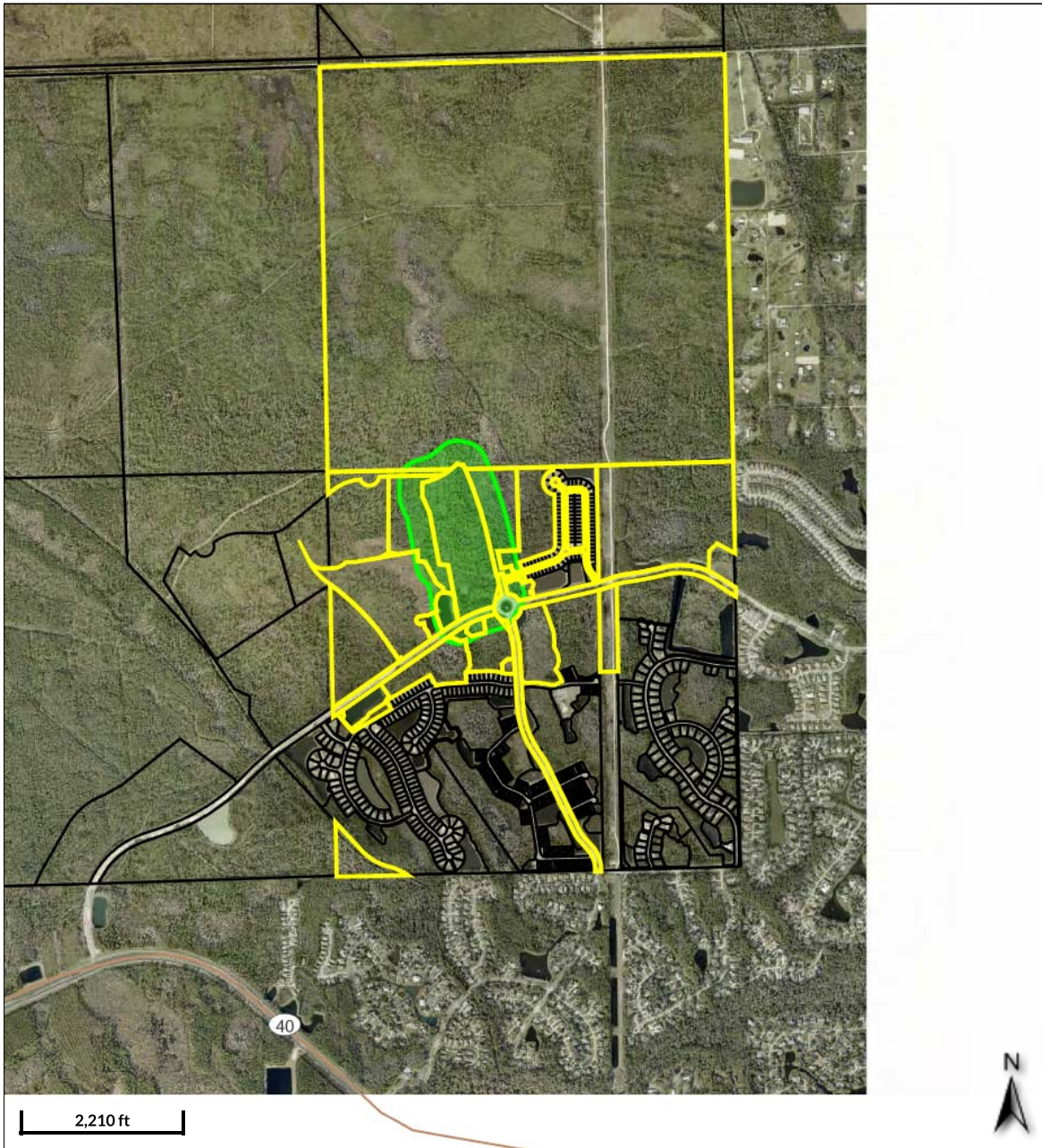
CC: File
Client

MDC/jtt

Enclosures

FLAGLER COUNTY PROPERTY APPRAISER

Project 2024020066



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Date created: 3/27/2024

Last Data Uploaded: 3/27/2024 8:13:37 AM

Developed by  Schneider
GEOSPATIAL

Growth Management Department
Planning & Development
1769 E. Moody Blvd, Bldg. 2
Bunnell, FL 32110



www.flaglercounty.org
Phone: (386)313-4009
Fax: (386)313-4109

June 24, 2024

«OwnerName»
«OwnerAddress1»
«OwnerAddress2»
«OwnerCityStZip»

Re: Project 2024020066 – Site Development Plan Review in a PUD (Planned Unit Development) – Hunters Ridge Town Center

Dear Property Owner:

As an owner of property within 300' of the property referenced herein, Flagler County Planning Department in accordance with Section 2.07.00 of the Flagler County Land Development Code, advises you that:

A request by Michael D. Chiumento III on behalf of owner ACE LUNA II, LLC for a Site Development Plan Review in a PUD (Planned Unit Development) District on approximately 27.14 acres for a commercial shopping center in the Hunters Ridge Development of Regional Impact. On parcel number 22-14-31-0000-01010-0081.

You are hereby notified that a public hearing before the **Flagler County Planning and Development Board**, required by law, will be held in the Flagler County Government Services Building, Board Chambers, at 1769 East Moody Boulevard, Building 2, Bunnell Florida, on **July 9, 2024**, beginning at **6:00 p.m.** or as soon thereafter as possible. You are welcome to attend and express your opinion.

Sincerely,

Simone Kenny
Development Review Planner

NOTE: PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Leann Pennington
District 4

Donald O'Brien, Jr.
District 5

Project 2024020066
Hunters Ridge Town Center

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerCityStZip	Country
22-14-31-0000-01010-0120	US CAPITAL ALLIANCE LLC		880 AIRPORT RD, STE 113		ORMOND BEACH, FL 32174	
22-14-31-0000-01010-00A1	HUNTERS RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA INC		100 SHADOW CROSSINGS BOULEVARD		ORMOND BEACH, FL 32174	
22-14-31-0000-01010-00A0	HUNTERS RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA INC		100 SHADOW CROSSINGS BOULEVARD		ORMOND BEACH, FL 32174	
22-14-31-0000-01010-0081	ACE AND LUNA II LLC		660 VIRGINIA PARK		LAGUNA BEACH, CA 92651	
22-14-31-1254-00000-0H10	ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT		2300 GLADES ROAD SUITE 410W		BOCA RATON, FL 33431	
22-14-31-1254-00000-00B0	ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT		2300 GLADES ROAD SUITE 410W		BOCA RATON, FL 33431	
22-14-31-1254-00000-00J0	ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT		2300 GLADES ROAD SUITE 410W		BOCA RATON, FL 33431	
22-14-31-1254-00000-00I0	D R HORTON INC		10192 DOWDEN ROAD		ORLANDO, FL 32832	
22-14-31-1254-00000-0H20	ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT		2300 GLADES ROAD SUITE 410W		BOCA RATON, FL 33431	
22-14-31-1254-00000-00A0	ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT		2300 GLADES ROAD SUITE 410W		BOCA RATON, FL 33431	
22-14-31-1254-00000-RW01	ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT		2300 GLADES ROAD SUITE 410W		BOCA RATON, FL 33431	
15-14-31-0000-01010-0000	US CAPITAL ALLIANCE LLC		880 AIRPORT ROAD SUITE 113		ORMOND BEACH, FL 32174	
22-14-31-0000-01010-00C0	HUNTERS RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA INC		100 SHADOW CROSSINGS BOULEVARD		ORMOND BEACH, FL 32174	
22-14-31-0000-01010-0080	US CAPITAL ALLIANCE LLC		80 AIRPORT ROAD SUITE 113		ORMOND BEACH, FL 32174	
22-14-31-0251-00000-0010	HUNTERS RIDGE HOMEOWNERS ASSOCIATION OF EAST FLORIDA INC		100 SHADOW CROSSINGS BOULEVARD		ORMOND BEACH, FL 32174	
22-14-31-0000-01010-0130	US CAPITAL ALLIANCE LLC		880 AIRPORT ROAD SUITE 113		ORMOND BEACH, FL 32174	
22-14-31-2855-00000-00C0	ADJ IRIS LLC		444 SEABREEZE BLVD SUITE 805		DAYTONA BEACH, FL 32118	

I hereby affirm mailed notice to each owner on 6 / 24 /2024 for the Planning and Development Board meeting on 7 / 9 /2024 at 6:00 pm.


Simone Kenny, Development Review Planner

