

Prepared by:
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Palm Coast, FL 32164

Return to:
City Clerk
City Hall
160 Lake Avenue
Palm Coast, FL 32164

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**MASTER PLAN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PALM
COAST AND MATANZAS GC PALM COAST LLC.**

THIS MASTER PLAN DEVELOPMENT AGREEMENT, (herein referred to as the
“Development Agreement”) is made and executed this ____ day of _____,
2020~~19~~, by and between the CITY OF PALM COAST, a Florida municipal corporation (herein
referred to as the “City”), whose address is 160 Lake Avenue, Palm Coast, Florida, 32164,
and MATANZAS GC PALM COAST, LLC, a Florida limited liability company (herein
referred to from time-to-time as the “Owner” regardless of whether singular or plural
ownership status) whose address is 200 Ocean Crest Drive, Unit 111, Palm Coast, Florida
32137.

WITNESSETH:

WHEREAS, the Owner is the fee simple title owner of certain real property consisting
of 277.4 +/- acres located in the City of Palm Coast, Flagler County, Florida, more particularly
described in the legal description attached hereto as **Exhibit “A”** and incorporated herein
 (“Subject Property”); and

WHEREAS, the Owner requests approval for a Master Planned Development (“MPD”) on the Subject Property, subject to the conditions set forth in this Development Agreement ; and

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

WHEREAS, the City of Palm Coast City Council (“City Council”) finds that this Development Agreement is consistent with the City’s Comprehensive Plan (2035) (the “Comprehensive Plan”) and LDC and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

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

WHEREAS, the City Council deems the exchange and development of the City’s Property to be a proper public purpose, and that said exchange and development will achieve important City objectives, such as stimulating economic development in the City, improving stormwater capacity and flood prevention, and increasing property values, and declares that the City’s Property is surplus real property; and

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the PLDRB and City Council. Furthermore, any representations or promises made by the Owner during the zoning review and approval process

for the Project (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

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

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

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATIONS OF OWNER.

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

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

Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors in interest.

(c) The Owner hereby represents to the City that all required joinders and consents have been obtained and set forth in a properly executed form on this Development Agreement. Unless otherwise agreed to by the City, all liens, mortgages, and encumbrances not satisfied or released of record must be subordinated to the terms of this Development Agreement and joinders must be executed by any mortgagees. It is the responsibility of the Owner to ensure that said subordinations and joinders occur in a form and substance acceptable to the City Attorney prior to the City’s execution of this Development Agreement. If the Owner fails to attain the joinder and consent, then the Owner shall lose all rights and benefits deriving hereunder.

SECTION 3. PROJECT DESCRIPTION.

(a) The Applicant may develop a mixed use residential and commercial development as generally depicted on the Development Agreement Master Plan (“Project”) attached hereto as **Exhibit “B2”**. Generally, the uses within the Project shall be as follows:

TRACT	USE	LDC Designation
A 1	Uses on this tract will be single-family residential homes along with community amenities, wetland preservation, and stormwater pond creation, <u>and private self-storage.</u>	SFR-1, SFR-2, and P&G
B 2	Uses on this tract will be <u>consistent with adjacent residential properties and</u> limited to single family residential dwellings, <u>natural buffers, and existing ponds.</u>	SFR-2 and P&G
C 3	Uses on this tract will be <u>consistent with adjacent residential properties and</u> limited to Commercial <u>single family residential and natural buffers.</u>	SFR-2 and P&G
D 4	The use of this tract will be <u>consistent with adjacent residential properties and</u> limited to multi <u>single-family residential, and open space, and natural buffers.</u>	SFR-2 and P&G

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5E	Use of This Tract will be limited to single-family residential homes, along with wetland preservation and stormwater pond creation <u>natural buffers.</u>	<u>P&G</u>
F6	This Tract will be used for stormwater pond creation.	<u>P&G</u>
7G	Use of this Tract will be <u>consistent with adjacent residential properties and</u> limited to single-family residential homes along with stormwater pond creation <u>and natural buffers.</u>	<u>SFR-2 and P&G</u>
H-48	Use of this Tract will be <u>consistent with the adjacent residential properties and</u> limited to stormwater pond creation and wetland preservation <u>multi-family residential, natural buffer, and existing pond.</u>	<u>MFR-1¹ and P&G</u>
H-29	Use of this Tract will be limited to single-family residential homes along with wetland preservation <u>commercial, new ponds, and stormwater pond creation</u> <u>natural buffers.</u>	<u>COM-2² and P&G</u>
I10	Use of this Tract will be <u>consistent with the adjacent residential properties and</u> limited to stormwater pond creation <u>single family residential.</u>	<u>SFR-2</u>
J	Use of this Tract will be limited to neighborhood commercial uses.	
K	Use of this Tract will be limited to single-family residential homes.	

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¹There is a height limitation of thirty-five (35) feet imposed on this use.
²There shall be 3 restrictions to the COM-2 uses: 1) setbacks shall be reduced to 10 feet; 2) maximum height is fifty (50) feet (as measured according to the LDC); and 3) only the uses identified with a P on Exhibit "D" are permitted on this tract.

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The Project shall be integrated internally and externally by a series of pedestrian pathways and roadways and developed in conformance with the City Code, the Development Agreement Master Plan, and this Development Agreement.

SECTION 4. FUTURE LAND USE MAP (FLUM).

The future land use designation for the Subject Property is currently Greenbelt. A Future Land Use Amendment to ~~Mixed-Use~~ Commercial is required for Tract 9. Accompanying this Development Agreement is a future land use map amendment application.

SECTION 5. APPROVAL OF MASTER PLAN DEVELOPMENT, CONCEPTUAL DEVELOPMENT AGREEMENT MASTER PLAN APPROVAL, AND DEVELOPMENT REVIEW PROCESS.

(a) The City Council, at its regular meeting on _____, ~~2019~~2020, adopted Ordinance ~~2019~~2020-_____ for a Master Planned Development affecting the Subject Property subject to the terms and conditions of this Development Agreement.

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

(c) The provisions of the then current LDC shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically identified will not be affected by the terms of this Development Agreement and will be subject to enforcement as if no Development Agreement were in effect.

(d) The Development Agreement Master Plan depicts the layout of the Project and delineates the approximate property boundaries, streets, property lines, general location of lots and intended uses.

(e) The Development Agreement Master Plan contains a level of detail satisfactory to permit the Project to proceed directly to Preliminary Plat.

SECTION 6. MODIFICATIONS TO THE DEVELOPMENT AGREEMENT MASTER PLAN.

Modifications to the exact location and number of lots, roadways, primary sidewalk/pathway system, and other improvements may be requested by the Owner and approved by the Land Use Administrator during review of construction documents, site plans,

or Preliminary Plat for the Project or portions thereof, as long as the development standards contained in this Development Agreement are maintained. Moreover, the Land Use Administrator is authorized to approve those modifications to the Development Agreement Master Plan as allowed by Code, and any construction documents, and Preliminary Plat for the Subject Property or portions thereof provided that: (1) The maximum building height and number of residential lots described herein are not exceeded, (2) Property setbacks are not modified and (3) the approved plans maintain the development standards in this Development Agreement.

SECTION 7. PERMITTED USES.

The Owner agrees to fully comply with the following Use Restrictions on the Subject Property. The Owner must develop the Subject Property consistent with the Development Agreement Master Plan, except as otherwise provided in Section 7 of this Development Agreement.

7.1 USE RESTRICTIONS.

(a) Any use of any portion of the Subject Property not designated in Section 3(a) shall be prohibited.

(b) Except as provided elsewhere in this Development Agreement, any modification to the Development Agreement that proposes a change of uses approved herein, increases the intensity or types of development, or decreases the size of any perimeter buffer within the Subject Property shall require the approval of the City Council, following the review and recommendation of the PLDRB.

7.2 VEHICULAR/NON-VEHICULAR AND PEDESTRIAN ACCESS, PARKING AND INTERCONNECTIVITY.

(a) The Development Agreement Master Plan integrates pedestrian, bicycle, and vehicular traffic circulation systems within, and outside of, the Subject Property and with adjacent rights-of-ways. All uses shall have access to a roadway but are not required to front on a dedicated road. The City shall be granted access to all roadways to ensure that public safety is maintained.

(b) Project shall require the construction of ~~multiple roads as depicted on Exhibit “2” attached hereto~~. There shall be at a minimum two (2) entrances and exits into Tract 1 and all other tracts that may require two (2) methods of entrance and exit under the City of Palm Coast LDCA and Tract B, as pictured on Exhibit “2”.

SECTION 8. LAND DEVELOPMENT CODE NON-APPLICABILITY.

The development of the Project shall proceed in accordance with the terms of this Development Agreement. In the event of an inconsistency between the terms of this Development Agreement and the LDC, the terms of this Development Agreement shall prevail. Where specific requirements are not contained in this Development Agreement, the LDC shall apply to the extent that it does not conflict with the provisions of this Development Agreement or the general intent of the Development Agreement Master Plan.

SECTION 9. FACILITY COMMITMENTS.

(a) Unless otherwise described elsewhere in this Development Agreement, the Owner agrees that the City is not responsible for the construction or creation of public facilities or capacity to facilitate the development of the Subject Property. No building permits or development permits shall be issued for the Subject Property unless adequate capacity of concurrency monitored facilities are available concurrent with the impact on said facilities by the Project.

(b) **Private & Public Improvements:** The Owner, its successors, and assigns, agree to construct, at a minimum, the following on-site improvements, at ~~the~~ their sole and exclusive expense, as a condition of this Development Agreement and in addition to the payment of all impact fees relating to the development of the Subject Property, unless otherwise provided for herein:

i. Private: The parking areas; utilities; master stormwater system; sidewalks; lighting; recreational facilities, and perimeter buffer landscaping.

The Owner shall grant any and all drainage and utility easements to the City which are deemed necessary to serve the public utilities.

ii. The Owner agrees that the City has shown an essential nexus between a legitimate City interest and the conditions, if any, imposed herein. The Owner further agrees that all proposed conditions are roughly proportional to the impact the development will have upon the public, based upon an individualized determination by the City that the required conditions are related in both nature and extent to the impacts of the proposed Project.

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

(c) SIDEWALKS AND PEDESTRIAN PATHS: The Owner shall provide a system of sidewalks on the ~~properties-tracts~~ with direct access from Lakeview Boulevard to ensure that pedestrians maintain easy and safe access to all uses as depicted on the Development Agreement Master Plan. The Owner shall provide community sidewalks a minimum of five (5) feet wide on only one side of the internal roadway system on Tract 1. Owner shall not be obligated to provide sidewalks on the portion of commercial property that abuts US Highway 1. Owner shall not be obligated to provide sidewalks on the scattered single-

family lots with direct access from Lee Drive, Leidel Drive, London Drive, Lake Success Drive, or Lindsay Drive.

(d) ACCESS: Any non-existing ingress and egress needed for the Project shall be provided, constructed and maintained ~~as depicted on the Development Agreement Master Plan Exhibit "2"~~ by Owner, its successors, and assigns.

(h) STORMWATER:

(1) Private Stormwater: The Owner, or a homeowner's association, shall be responsible for designing, permitting, constructing, and maintaining the means of conveyance of stormwater runoff from the Project to the stormwater facility including, but not limited to, all stormwater lines, ditches, culverts, and other stormwater facilities that are necessary to convey the stormwater runoff to the Stormwater Facility (the "Owner Stormwater System").

(2) City Stormwater: Some of the proposed ponds depicted on attached **Exhibit "B2"** shall be conveyed to the City for the construction of the stormwater pond. Any such conveyance to the City shall be subject to a reservation of rights to the Owner to extract soils from such property for a period of five (5) years after conveyance. Further, Owner shall be exempted from all codes concerning tree protection while developing the City ponds. Upon termination of Owner's rights to extract soils from the property, the City ponds shall be maintained and controlled by the City. In consideration of Owner conveying the ponds identified on **Exhibit "B2"** to the City, the City shall convey the lands described in **Exhibit "C3"** to Owner when Owner conveys the identified ponds to City. Further, the City agrees to do a land swap with Owner for the City owned lands included in Tract 8. In exchange, Owner agrees to convey the existing pond and the proposed new pond identified on Exhibit "B" in between Tract 9 and Tract 8. The All lands to be conveyed by Owner to City shall be free and

clear of all liens, encumbrances, and title shall be considered marketable and reasonably free from defects. City, likewise, shall convey the lands to Owner free and clear of all liens, encumbrances, and title shall be considered marketable and reasonably free from defects.

Section 10. DEVELOPMENT STANDARDS.

10.1 **PARKING:** Parking requirements shall be consistent with the LDC.

10.2 **OPEN SPACE:** Minimum open space shall be forty percent (40%) of the Subject Property's gross area. Open space is defined in the LDC and includes on-site stormwater ponds and all open space within the Property. Flexibility to the minimum open space requirements shall be as provided by the LDC, which may include, but not be limited to, green building principles, land donation, or other mechanisms that would justify a lower percentage of open space, if approved by the Land Use Administrator. Open space shall be maintained by either the actual owner of the property, a property owners' association, or other method satisfactory to the Owner and the City.

10.3 **WATER/WASTEWATER:** The Project is located wholly within the City limits and is therefore within the City's water and wastewater service areas. All permanent uses within the Project will be served by the City. The City shall be the potable water and wastewater service provider for the Project upon payment of applicable fees. The City is under no obligation to accept the dedication of any facility.

10.4 **TRANSPORTATION CONCURRENCY:** Transportation concurrency shall be addressed during the Preliminary Plat or site plan process.

10.5 **DRAINAGE:**

(a) The Owner shall construct a stormwater management system that provides treatment and attenuation as required by St. Johns River Water Management District (SJRWMD) and the City's LDC. Best Management Practices (BMPs) shall be used during and

after construction to minimize erosion and sedimentation and to properly manage runoff for both stormwater quantity and quality. BMPs shall be in accordance with the Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) design standards and details.

(b) Stormwater piping, swales and ditches shall be designed to convey a ten (10)-year, twenty-four (24)-hour storm event. Stormwater detention facilities shall be designed to meet water quality and attenuation requirements by SJRWMD and the City's LDC.

(c) Existing drainage conveyance along the northern property line, as indicated on the Development Agreement Master Plan, shall be maintained through the use of drainage swales and/or storm drainage piping.

10.6 LANDSCAPING: No potable water shall be used for irrigation once a stormwater or reclaimed water source is available. All landscaping and irrigation shall comply with the LDC.

10.7 BUFFERS: Only a portion of the Subject Property will be required to maintain a rear buffer. Specifically, the new single-family lots located on Tract ~~B3~~ that will share a boundary line with the existing single-family lots shall maintain a vegetative natural buffer of an average of 75 foot between the new lots proposed by Owner and the existing residential lots. The natural vegetative buffer shall be maintained by the individual lot owner on Tract 3. Further, all commercial development proposed on Tract ~~C9~~ that will share a boundary line with the existing single family lots shall maintain a buffer that is comprised of a 30 foot waterway and a 30 foot vegetative buffer. ~~The buffer shall be along all shared boundaries between the tracts identified herein and the existing single family lots. The buffer described herein shall be a minimum of 20 foot wide along the entire shared boundary line between the tracts identified~~

~~herein and the existing lots.~~ The ~~buffer shall be a~~ natural vegetative ~~state~~-buffer shall be comprised of native, drought resistant, and low maintenance greenery.

10.8 LIGHTING: All lighting shall be designed to minimize light pollution to off-site properties and to comply with the LDC. Dome lighting concepts shall be required for all development on Tract 9 to minimize any intrusion upon any existing adjacent residential homes.

10.9 FIRE PROTECTION: Fire protection requirements for the Project will be met through a system of fire hydrants installed on the Subject Property by the Owner in accordance with City standards. The locations of fire hydrants shall be shown on all construction documents, site plans, or preliminary plats. The water requirements for the fire system will be served by the City's Utility Department. The Project shall comply with the City's fire protection requirements. The City will provide fire protection services to the Project in accordance with established local response agreements.

10.10 UTILITIES: The Owner shall be responsible for any and all costs associated with the extension of existing City utilities to the Subject Property that may be required to serve this Project. All internal utility lines for the Project shall be placed underground.

10.11 INTERCONNECTIVITY AND ACCESS: All units within the Subject Property shall be interconnected by roadways and sidewalks as called for by the City's Comprehensive Plan. The Project shall provide four points of access onto Lakeview Drive.

10.12 RESOURCE PROTECTION:

(a) Except as depicted on the Development Agreement Master Plan and in this Development Agreement, the Owner shall comply with the resource protection requirements of the LDC.

(b) Natural upland buffers may be required by Chapter 10 of the LDC.

10.13 WETLANDS: An Environmental Assessment for the Property was performed.

All wetlands identified on **Exhibit “2B”** shall be conserved and shall not be impacted with exception to the wetlands located on the north side of Tract 1. Owner and City shall, in good faith, determine if it is feasible, reasonable, and necessary for the health, safety, and welfare of the public to impact the wetlands to the north of Tract 1 to expand City of Palm Coast stormwater capacity.

_____10.14 LOW IMPACT DEVELOPMENT PRACTICES: To further conservation practices identified in the LDC, the Project shall incorporate into the construction, operation, and maintenance of all facilities, conservation strategies to include but not be limited to:

(a) Water Conservation:

- i. Native, drought tolerant plant materials;
- ii. St. Johns River Water Management District Florida Water Star program for protection of water resources;
- iii. Turf grass – Irrigated area(s) shall not exceed 50% of landscape areas;
- iv. Separate irrigation zones shall be required for turf, non-turf areas; and
- v. Landscape areas shall not be irrigated using high-volume irrigation systems unless high pressure compensating spray heads are utilized.

All irrigation systems shall employ, at minimum, a rain shut-off device such as a soil moisture sensor or smart irrigation system capable of analyzing and ascertaining weather

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conditions and time of year. These restrictions shall be clearly stated in the Project's Covenants, Conditions and Restrictions ("CC&Rs"), should they be created.

10.15 PROHIBITION OF DISCHARGES: The Owner shall comply with the City of Palm Coast Code of Ordinances, Article VI, Prohibition of Discharges, and all applicable local, state, federal, and City water quality laws, rules, regulations, and ordinances.

10.16 STORMWATER POLLUTION PREVENTION: A stormwater pollution prevention plan shall be attached to and incorporated into the construction and permit documents pursuant to the requirements of applicable federal, state, and City regulations.

10.17 WILDLIFE PROTECTION: In the event that listed species have been determined to be residing on, or otherwise be significantly dependent on the Subject Property, the Owner shall obtain the necessary permits from the Florida Fish and Wildlife Conservation Commission and other applicable agencies. Activities associated with listed flora and fauna and shall comply with the LDC. Bear Smart Community principles shall be integrated into design and operations. The intent is to minimize human-animal conflicts from black bear and other species that may be drawn to area attractants. The Owner and City shall cooperate on grant opportunities to supplement cost(s) that the Owner may incur to implement these principles. At no cost to the City, the Owner will allow Owner's recreational facilities to be utilized to conduct Florida Black Bear protection educational events for the benefit of the Project residents.

10.18 SIGNAGE: The Owner may construct signage consistent with the LDC after receiving necessary permits.

10.19 MODEL HOMES: Up to five model homes on Tract ~~A~~1 and up to five model homes on Tract ~~B~~3 can be constructed, occupied, and operated under Section 4.19.02 of the LDC. Sales and leasing activities shall be limited to properties located within the Project.

Construction and Certificates of Occupancies shall be issued consistent with the City and state rules, regulations and codes.

SECTION 11. PHASING OF DEVELOPMENT.

(a) The Subject Property may be developed in multiple phases. Prior to the issuance of any permit for any phase of the Project (and prior to any construction of any improvement, building, or structure on the Subject Property), the Owner shall submit a Preliminary Plat for the relevant phase. Each tract of the Project will include infrastructure to support the proposed uses, including water and wastewater service, drainage, roads, vehicular, and pedestrian access facilities. All infrastructure necessary to support each phase that is constructed on the Subject Property shall be constructed concurrently with, or prior to construction of that phase of the Project, as approved by the City, and prior to the issuance of building permits for that phase. Adequate emergency vehicle access and turnarounds shall be provided at all times. No clearing of land may occur until site plan approval is provided for that specific phase of development.

(b) Roadways shall be constructed concurrently with development of adjacent lots to insure that contiguous roadways are available at all times prior to the issuance of any building permits for that phase. To avoid unnecessary construction and repair costs, internal sidewalks shall be constructed adjacent to each lot at the time the home is constructed and prior to the Certificate of Occupancy, and each home's building permit shall be conditioned on this requirement.

SECTION 12. LOT AND BUILDING STANDARDS.

12.1A LOT DIMENSIONAL STANDARDS: All development Standards shall comply with the City of Palm Coast's LDC and those standards provided in Section 3 of this

Agreement. If there is a conflict between the two, the standards provided in Section 3 shall control.

All development of single-family residential on Tract 1 shall conform to City Zoning Classification of SFR-1 and SFR-2. All development of single-family residential on Tracts 2, 3, 4, 7, and 10 shall comply with City Zoning Classification of SFR-2. All multi-family residential on Tract 8 shall conform to City Zoning Classification of MFR-1 with one exception – maximum height shall be limited to 35 foot. All development of commercial on Tract 9 shall be City Zoning Classification of COM -2 with following reductions in intensity: 1) the arterial/collector road setback shall be reduced to 10 feet; 2) the height of all uses shall be a maximum of fifty (50) feet; and 3) only the uses identified with a P on **Exhibit “D”** are permitted on this tract.

Standard	Single-Family Residential
Minimum Lot Size	6,000 sq. ft.
Minimum Lot Width	45'
Maximum Density (Units per acre)	7.0
Minimum Living Area	1,200
Minimum Front Setback	20'
Minimum Rear Setback	10'
Minimum Rear Street Setback	15'
Minimum Interior Side Setback	5'
Minimum Street Side Setback	10'
Maximum Impervious Surface Ratio	0.75
Maximum Building Height	35'

Standard	Multifamily Residential
Minimum Lot Size	2,500 sq. ft.
Development Site Size	4 Acres
Minimum Lot Width	25'/100'
Maximum Density (Units per acre)	12.0
Minimum Living Area (square feet)	650
Minimum Front Setback	25'
Minimum Rear Setback	20'
Minimum Rear Street Setback	25'
Minimum Interior Side Setback	10'
Minimum Street Side Setback	20'
Maximum Impervious Surface Ratio (ISR)	.70
Maximum Building Height	60'

Standard	Commercial Tract J
Minimum Lot Size	20,00 Sq. Ft.
Minimum Lot Width	100'
Maximum Impervious Surface Ratio (ISR)	.7
Maximum Floor Ratio (FAR)	.3

Maximum Building Height	50'
Interior Side and Rear Setback	10'
Minimum Building Setbacks From Street	20'

Standard	Commercial Tract C
Minimum Lot Size	20,00 Sq. Ft.
Minimum Lot Width	100'
Maximum Impervious Surface Ratio (ISR)	.7
Maximum Floor Ratio (FAR)	.4
Maximum Building Height	75'
Interior Side and Rear Setback	10'
Minimum Building Setbacks From Street	25'

12.1B PONDS AND RECREATION: Use shall be consistent with City Zoning Classification of P&G.

12.1C WETLANDS: Use shall be consistent City Zoning Classification of PRS.

12.2 ARCHITECTURE: Shall be consistent with the City's LDC.

SECTION 13. LIST OF OUTSTANDING PERMITS/APPROVALS AND PROPER SEQUENCING.

(a) The failure of the Development Agreement to address any specific City, County, State, or Federal permit, condition, term, or restriction shall not relieve the Owner of

the requirement of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

(b) All required City, County, State, or Federal permits shall be obtained prior to commencement of construction. This Development Agreement is not Preliminary Plat approval and the Owner remains responsible for complying with all provisions of the Land Development Code unless provide elsewhere in this Development Agreement.

SECTION 14. DEVELOPMENT FEES.

The Owner acknowledges and agrees that the City has enacted citywide impact fees and may in the future increase the amount of those fees. Except as provided for herein regarding park system impact fees, the Owner acknowledges that the Subject Property shall be subject to all fees in effect at the time of permitting.

SECTION 15. COMMON AREAS AND MAINTENANCE.

For all common areas, to ensure the long-term ownership, maintenance, and control of those areas, prior to the issuance of any building permit and before recording the final plat, the Owner shall maintain or establish an association, in accordance with Florida law, comprised of the owners of lots or parcels with the development (the "Association"). The Association documentation shall be subject to the prior reasonable review of the City to ensure adequate provisions for the ongoing care and maintenance of the common areas. The documentation, whether contained in a deed restriction or otherwise, shall provide for the permanent maintenance of the Common Areas by the Association, minimum insurance requirements for the Association, adequate mechanisms to force financial participation by members of the

Association, and restrictions on the ability to amend these requirements without the City's approval. The City shall not be required to accept ownership or maintenance of any of the Project's common elements including but not limited to landscaping and buffers.

SECTION 16. BREACH, ENFORCEMENT, ALTERNATIVE DISPUTE AND CONFLICT RESOLUTION.

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

(b) In the event that a dispute arises under this Development Agreement, and the City and Owner are unable to resolve the issues, the parties shall attempt to resolve all disputes informally. In the event of a failure to informally resolve all disputes, the City and Owner agree to engage in mediation before a certified Circuit Court mediator selected by the parties. In the event that the parties fail to agree to a mediator, a certified mediator will be selected solely by the City. The parties shall equally pay all costs of mediation.

(c) In the event of conflict between the terms of this Development Agreement and the Development Agreement Master Plan, the provisions of this Development Agreement shall prevail.

SECTION 17. NOTICES.

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

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

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

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

As to the City: City Manager
 160 Lake Avenue
 Palm Coast, FL 32164

As to the Owner: Matanzas GC Palm Coast, LLC.
 200 Ocean Crest Drive, Unit 111
 Palm Coast, FL 32137

With copies to: Michael D. Chiumento III, Esq.
 Chiumento Dwyer Hertel Grant, P.L.
 145 City Place, Suite 301
 Palm Coast, FL 32164

SECTION 18. SEVERABILITY.

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

SECTION 19. SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 20. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAW.

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

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

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

(d) This Development Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City capital facilities plan; parks master plan, including parks and trail dedications; utility construction and connections; mandating utility capacities; requiring street development or other such similar land development regulations and requirements.

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

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

SECTION 21. TERM / EFFECTIVE DATE.

(a) This Development Agreement shall be effective upon approval by the City Council and execution of this Development Agreement by all parties (the “Effective Date”).

(b) This Development Agreement provides an initial timeframe of ten (10) years to commence development from the Effective Date.

(c) Should development not commence within the initial established timeframe, the term of this Development Agreement may be modified by action of the City Council, at Council’s discretion. Failure to obtain an extension shall cause the zoning of all lands encumbered to revert to the previous equivalent zoning designation.

SECTION 22. RECORDATION.

Upon approval by the City Council and execution of this Development Agreement by all parties, this Development Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County within fourteen (14) days after its execution by the City, and the Development Agreement shall run with the land. The Owner shall pay the costs to record this Development Agreement.

SECTION 23. THIRD PARTY RIGHTS.

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

SECTION 24. SPECIFIC PERFORMANCE / TIME IS OF THE ESSENCE.

(a) Strict compliance shall be required with each and every provision of this Development Agreement. The parties agree that each has the remedy of specific performance of these obligations.

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

SECTION 25. **ATTORNEYS' FEES.**

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

SECTION 26. **FORCE MAJEURE.**

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

SECTION 27. **INDEMNIFICATION.**

The Owner shall indemnify for and save the City harmless from and against any and all liability, claims for damages and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of in any way connected with the Owner's development of the Subject Property as provided in this Development Agreement. This agreement by the Owner to indemnify and hold the City harmless shall include, but not be limited to: all charges, expenses, and costs, including reasonable attorneys' fees, both at trial and on appeal, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits, or losses and all damages arising therefrom.

SECTION 28. ENFORCEMENT; CITY'S RIGHT TO TERMINATE DEVELOPMENT AGREEMENT.

(a) This Development Agreement shall continue to be enforceable, unless lawfully terminated, notwithstanding any subsequent changes in any applicable law.

(b) The failure by the Owner to perform each and every one of its obligations hereunder shall constitute a default, entitling the City to pursue whatever remedies are available to it under Florida law or equity, including, without limitation, an action for specific performance and/or injunctive relief, or alternatively, the termination of this Development Agreement. Prior to the City filing any action or terminating this Development Agreement as a result of a default under this Development Agreement, the City shall first provide the Owner written notice of said default. Upon receipt of said notice, the Owner shall be provided a thirty (30) day period in which to cure the default to the reasonable satisfaction of the City prior to the City filing an action or terminating this Development Agreement. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such cure period acceptable to the City, but in no case shall that cure period exceed ninety (90) days from initial notification of default. Upon termination of the

Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

SECTION 29. **CAPTIONS.**

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

SECTION 30. **EXHIBITS.**

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

SECTION 31. **INTERPRETATION.**

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

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

SECTION 32. **FURTHER ASSURANCES.**

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

SECTION 33. COUNTERPARTS.

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

SECTION 34. MODIFICATIONS, AMENDMENTS AND NON-WAIVER.

(a) Unless provided for elsewhere in this Development Agreement, (1) Amendments to and waivers of the provisions herein shall be made by the parties only in writing by formal amendment, and (2) This Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval of the City Council of the City of Palm Coast.

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

SECTION 35. ENTIRE AGREEMENT AND EFFECT ON PRIOR AGREEMENTS.

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

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the dates set forth below.

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by Milissa Holland, Mayor of the City of Palm Coast, Florida, who is personally known to me or has produced _____ as identification.

Signature

(Seal)

Printed Name

Title or Rank

Serial Number / Commission Number

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Milissa Holland, Mayor of the CITY OF PALM COAST, (check one) who is

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~~personally known to me or who produced _____ as
identification.~~

~~Notary Public — State of Florida~~

~~Print Name: _____~~

~~My Commission expires: _____~~

WITNESSES:

“OWNER”

Matanzas GC Palm Coast, LLC., a Florida
limited liability company

(print)

By: _____

Alexander Ustilovsky, Manager

(print)

STATE OF FLORIDA)
COUNTY OF FLAGLER)

▲ _____
The foregoing instrument was acknowledged before me by means of physical
presence or online notarization, this _____ day of _____, 2020, by **Alexander
Ustilovsky, Manager, of Matanzas GC Palm Coast, LLC** a Florida limited liability company,
on behalf of the company, who is personally known to me or has produced
_____ as identification.

▲ _____
Signature

(Seal)

Printed Name

Title or Rank

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Serial Number / Commission Number

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Alexander Ustilovsky, Manager of Matanzas GC Palm Coast, LLC (check one) who is personally known to me or who produced _____ as identification.

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

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EXHIBIT "1A"

MATANZAS WOODS GOLF COURSE:

Reserved Parcel "A", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:

From a POINT OF BEGINNING, being the northeast corner of Block 165 of said Plat of Lakeview; thence North 89°30'56" East 21.68 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 349.56 feet, a radius of 800.00 feet, a central angle of 25°02'07" and a chord bearing South 26°22'21" East, 346.78 feet to a point of tangency; thence South 38°53'25" East 2087.61 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 266.63 feet, a radius of 1120.00 feet, a central angle of 13°38'23" and a chord bearing South 32°04'13" East, 265.99 feet to a point of tangency; thence South 25°15'02" East 772.55 feet to a point of cusp; thence northwesterly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 66°04'26" West 196.12 feet to a point; thence South 16°53'50" East 110.00 feet to a point on a curve; thence westerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing South 64°44'57" West 11.62 feet to a point; thence North 33°36'15" West 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 15°34'21" West 196.12 feet to a point of tangency; thence South 25°15'02" East 100.25 feet to

a point on a curve; thence southwesterly along a curve to the left having an arc length of 217.30 feet, a radius of 280.98 feet, a central angle of 44°18'38" and a chord bearing South 42°35'39" West 211.92 feet to a point of tangency; thence South 08°35'49" West 179.39 feet; thence North 81°24'11" West 913.66 feet; thence South 08°35'49" West 125.00 feet; thence North 81°24'11" West 40.00 feet; thence North 08°35'49" East 125.00 feet; thence North 81°24'11" West 125.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 180.00 feet, a radius of 225.00 feet, a central angle of 45°50'12" and a chord bearing South 75°40'43" West, 175.24 feet to a point; thence South 37°14'23" East, 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 77.08 feet, a radius of 100.00 feet, a central angle of 44°09'48" and a chord bearing South 30°40'43" West 75.19 feet to a point of tangency; thence South 08°35'49" West, 237.34 feet; thence North 81°24'11" West 87.50 feet; thence North 51°24'11" West 130.00 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 87°46'25" West, 196.12 feet to a point; thence South 43°02'58" East 110.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'26" and a chord bearing South 38°35'49" West 11.62 feet to a point; thence North 59°45'24" West 110.00 feet; thence South 38°35'49" West 128.21 feet; thence North 51°24'11" West 1018.03 feet; thence North 38°35'49" East 380.00 feet; thence South 51°24'11" East 500.00 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00, a central angle of 90°00'00" and a chord bearing North 83°35'49" East, 318.20 feet to a point; thence North 51°24'11" West 125.00 feet; thence North 38°35'49" East 230.92 feet; thence South 51°24'11" East 100.00 feet; thence South 81°24'11" East 993.30 feet to a point of curvature; thence northeasterly along a curve to the left having an arc length of 431.48 feet, a radius of 225.00 feet, a central angle of 109°52'35" and a chord bearing North 43°39'32" East, 368.34 feet to a point of tangency; thence North 11°16'46" West 478.51 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 245.29 feet, a radius of 225.00 feet, a central angle of 62°27'41" and a chord bearing North 42°30'36" West, 233.32 feet to a point; thence North 08°35'49" East 77.01 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing North 36°24'11" West 318.20 feet to a point; thence westerly along a curve to the left having an arc length of 446.47 feet, a radius of 150.00 feet, a central angle of 170°32'16" and a chord bearing North 76°40'19" West 298.98 feet to a point of tangency; thence South 08°35'49" West 149.66 feet; thence North 81°24'11" West 50.00 feet; thence North 08°35'49" East 125.00 feet; thence North 78°43'26" West 153.29 feet; thence North 09°33'43" West 148.11 feet; thence South 69°50'14" East 67.79 feet to a point of curvature; thence easterly along a curve to the left having an arc length of 146.25 feet, a radius of 150.00 feet, a central angle of 55°51'48" and a chord bearing North 87°23'42" East, 140.53 feet to a point; thence North 30°32'12" West 110.00 feet to a point on a curve; thence northeasterly along a curve to the left having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 51°06'35" East 11.62 feet to a point; thence South 47°14'37" East 110.00 feet to a point on a curve; thence northerly along a curve to the left having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'48" and a chord bearing North 01°55'59" East 196.12 feet to a point of tangency; thence North 38°53'25" West 326.21 feet; thence North 80°07'23" West 122.65 feet; thence North 09°33'42" West 80.00 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 166.36 feet, a radius of 325.00 feet, a central angle of 29°19'42" and a chord bearing North 24°13'34"

West, 164.55 feet to a point of tangency; thence North 38°53'25" West 200.00 feet; thence South 51°06'35" West 125.00 feet; thence North 38°53'25" West 20.00 feet; thence North 51°06'35" East 125.00 feet; thence North 38°53'25" West 178.81 feet to a point of curvature; thence northwesterly along a curve to the left having an arc length of 292.66 feet, a radius of 325.00 feet, a central angle of 51°35'39" and a chord bearing North 64°41'14" West, 282.87 feet to a point of tangency; thence South 89°30'56" West 678.94 feet to a point of curvature; thence southwesterly along a curve to the left having an arc length of 389.08 feet, a radius of 225.00 feet, a central angle of 99°04'39" and a chord bearing South 39°58'37" West, 342.38 feet to a point of cusp; thence North 09°33'43" West 137.22 feet; thence North 00°29'04" West 425.00 feet; thence North 89°30'56" East 1200.00 feet; thence North 00°29'04" West 125.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "C", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:

From a POINT OF BEGINNING, being the northwest corner of said Reserved Parcel "C"; thence North 89°26'28" East 630.08 feet; thence South 38°43'02" West 202.91 feet; thence South 51°40'07" East 125.00 feet to a point on a curve; thence southerly along a curve to the left having an arc length of 250.77 feet, a radius of 300.00 feet; a central angle of 47°53'36" and a chord bearing South 14°23'05" West 243.53 feet to a point of tangency; thence South 09°33'43" East 403.87 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 520.00 feet, thence North 80°26'17" East 125.00 feet; thence South 09°33'43" East 40.00 feet; thence South 80°26'17" West 125.00 feet; thence South 09°33'43" East 980.61 feet to a point of curvature; thence southerly along a curve to the left having an arc length of 441.04 feet, a radius of 725.00 feet, a central angle of 34°51'17" and a chord bearing South 26°59'21" East, 434.27 feet to a point; thence North 45°35'00" East 55.00 feet; thence South 44°25'00" East 67.22 feet; thence North 39°51'14" East 73.36 feet to a point on a curve; thence southeasterly along a curve to the left having an arc length of 13.16 feet, a radius of 600.00 feet; a central angle of 01°15'25" and a chord bearing South 50°46'29" East 13.16 feet to a point of tangency; thence South 51°24'11" East 170.76 feet; thence South 54°59'31" West 770.58 feet; thence North 35°00'29" West 649.53 feet to a point on the east right of way line of U.S. Highway No.1; thence northerly along said right of way line of the following six courses; run North 09°59'31" East 128.08 feet; thence South 89°43'01" West 5.08 feet; thence North 09°59'31" East 253.32 feet to a point of curvature; thence northerly along a curve to the left having an arc length of 655.06 feet, a radius of 2030.05 feet, a central angle of 18°29'18" and a chord bearing North 00°44'52" East, 652.23 feet to a point of tangency; thence North 08°29'47" West 179.58 feet; thence South 81°30'12" West 20.00 feet; thence North 08°29'47" West 1583.88 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Reserved Parcel "D" Lake View - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:

From a POINT OF BEGINNING, being the most northerly corner of said Reserved Parcel "D"; thence South 38°53'28" East 93.32 feet; thence North 89°30'56" East 936.80 feet; thence

South 00°29'04" East 432.94 feet; thence South 09°33'42" East 57.28 feet to a cusp point; thence northwesterly along a curve to the left having an arc length of 317.78 feet, a radius of 225.00 feet; a central angle of 80°55'21" and a chord bearing North 50°01'23" West 292.02 feet to a point of tangency; thence South 89°30'56" West 846.10 feet; thence North 09°33'43" West 149.00 feet to a point of curvature; thence northerly along a curve to the right having an arc length of 254.23 feet, a radius of 240.00 feet, a central angle of 60°41'38" and a chord bearing North 20°47'06" East, 242.51 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:

From a POINT OF BEGINNING, being the most southerly corner at said Reserved Parcel "E"; thence North 64°44'58" East 526.36 feet; thence North 25°15'02" West 335.20 feet; thence South 64°44'58" West 125.00 feet; thence North 25°15'02" West 620.00 feet to a point of curvature; thence northwesterly along a curve to the right having an arc length of 60.46 feet, a radius of 425.00 feet, a central angle of 08°09'02" and a chord bearing North 21°10'31" West, 60.41 feet to the southeasterly corner of a parcel described in Official Records Book [492, pages 936-939](#); thence northerly along the boundary of said parcel described in Official Records Book [492, pages 936-939](#) for the following five courses; thence South 72°54'00" West 10.00 feet; thence North 53°38'13" West 20.65 feet; thence South 05°01'26" West 11.50 feet; thence North 10°42'21" West 31.82 feet; thence North 01°05'36" East 53.63 feet; thence North 85°41'45" East 24.67 feet to the boundary of above said Reserved Parcel "2", being a point on a curve; thence northerly along a curve to the right having an arc length of 28.33 feet, a radius of 425.00 feet; a central angle of 03°49'11" and a chord bearing North 02°23'39" West 28.33 feet to a point of tangency; thence North 00°29'04" West 1536.30 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point; thence South 85°19'06" East 128.73 feet; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing South 41°18'27" East 196.12 feet to a point of tangency; thence South 00°29'04" East 202.47 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet, a central angle of 81°38'47" and a chord bearing North 40°20'20" East, 196.12 feet to a point; thence South 08°50'16" East 110.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet a central angle of 16°42'25" and a chord bearing North 89°30'57" East 11.62 feet to a point; thence North 07°52'09" East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length

of 213.75 feet, a radius of 150.00 feet; a central angle of $81^{\circ}38'47''$ and a chord bearing South $41^{\circ}18'27''$ East 196.12 feet to a point of cusp; thence northeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of $81^{\circ}38'47''$ and a chord bearing North $40^{\circ}20'20''$ East 196.12 feet to a point; thence South $08^{\circ}50'16''$ East 110.00 feet to a point; thence easterly along a curve to the right having an arc length of 11.66 feet, a radius of 40.00 feet, a central angle of $16^{\circ}42'25''$ and a chord bearing North $89^{\circ}30'57''$ East 11.62 feet to a point; thence North $07^{\circ}52'09''$ East 110.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 213.75 feet, a radius of 150.00 feet; a central angle of $81^{\circ}38'47''$ and a chord bearing South $41^{\circ}18'27''$ East 196.12 feet to a point of tangency; thence South $00^{\circ}29'04''$ East 1003.67 feet; thence South $25^{\circ}15'02''$ East 260.04 feet to a point of curvature; thence southerly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of $90^{\circ}00'00''$ and a chord bearing South $19^{\circ}44'58''$ West, 318.20 feet to a point of tangency; thence South $64^{\circ}44'58''$ West 800.00 feet; thence South $25^{\circ}15'02''$ East 300.00 feet; thence North $64^{\circ}44'58''$ East 910.00 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of $41^{\circ}45'11''$ and a chord bearing North $85^{\circ}37'33''$ East, 302.90 feet to a point; thence South $16^{\circ}30'09''$ West 125.00 feet to a point on a curve; thence easterly along a curve to the right having an arc length of 34.00 feet, a radius of 300.00 feet, a central angle of $06^{\circ}29'36''$ and a chord bearing South $70^{\circ}15'03''$ East 33.98 feet to a point; thence North $22^{\circ}59'45''$ East 125.00 feet to a point on a curve; thence southeasterly along a curve to the right having an arc length of 309.71 feet, a radius of 425.00 feet, a central angle of $41^{\circ}45'13''$ and a chord bearing South $46^{\circ}07'39''$ East 302.91 feet to a point of cusp; thence North $25^{\circ}15'02''$ West 822.28 feet to a point of curvature; thence northeasterly along a curve to the right having an arc length of 561.16 feet, a radius of 275.00 feet, a central angle of $116^{\circ}54'59''$ and a chord bearing North $33^{\circ}12'28''$ East, 468.74 feet to a point of tangency; thence South $88^{\circ}20'03''$ East 756.56 feet; thence South $07^{\circ}23'44''$ West 126.38 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 150.15 feet, a radius of 150.00 feet, a central angle of $57^{\circ}21'14''$ and a chord bearing South $53^{\circ}55'39''$ East 143.96 feet to a point of tangency; thence South $25^{\circ}15'02''$ East 40.00 feet; thence North $64^{\circ}44'58''$ East 125.00 feet to the easterly line of Belle Terre Waterway; thence North $25^{\circ}15'02''$ West along said easterly line of Belle Terre Waterway for a distance of 862.29 feet to a point of curvature; thence depart said boundary line of said Reserved Parcel "2" and run westerly along the southerly line of Jefferson Davis Waterway for the following four courses: run westerly along a curve to the left having an arc length of 921.97 feet, a radius of 825.00 feet, a central angle of $64^{\circ}01'49''$ and a chord bearing North $57^{\circ}15'57''$ West, 874.74 feet to a point of tangency; thence North $89^{\circ}16'51''$ West 858.76 feet to a point of curvature; thence westerly along a curve to the right having an arc length of 411.10 feet, a radius of 675.00 feet, a central angle of $34^{\circ}53'44''$ and a chord bearing North $71^{\circ}49'59''$ West, 404.78 feet to a point of tangency; thence North $54^{\circ}23'07''$ West 585.58 feet to a point of curvature; thence westerly along a curve to the left having an arc length of 177.30 feet, a radius of 825.00 feet, a central angle of $12^{\circ}18'47''$ and a chord bearing North $60^{\circ}32'31''$ West, 176.96 feet to a point on the westerly boundary of said Reserved Parcel "2"; thence southerly and westerly along said westerly boundary of said Reserved Parcel "E" for the following seven courses: South $29^{\circ}30'56''$ West 419.65 feet; thence South $14^{\circ}30'56''$ West 66.19 feet; thence South $00^{\circ}29'04''$ East 810.00 feet to a point of curvature; thence southeasterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of $90^{\circ}00'00''$ and a chord bearing South $44^{\circ}30'56''$ West, 318.20 feet to a point of tangency; thence South $89^{\circ}30'56''$ West 659.20 feet to a point on a curve; thence southeasterly along a curve to the left having an

arc length of 331.52 feet, a radius of 720.00 feet, a central angle of 26°22'53" and a chord bearing South 25°41 '59" East 328.59 feet to a point of tangency; thence South 38°53'25" East 1801.29 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

Part of Government Sections 21 and 22, Township 10 South, Range 30 East, Flagler County, Florida being that part of PARCEL NO. 2 of the property described in Official Records Book [142, pages 278-279](#), lying south of Jefferson Davis Waterway and being more particularly described as follows:

From a POINT OF REFERENCE being a point on the easterly boundary line of the above described PARCEL NO. 2, said point being the northwest corner of Reserved Parcel "2" as shown on the recorded plat of Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida; thence South 29°30'56" West along the easterly boundary of said PARCEL NO. 2 being also along the westerly boundary of said Reserved Parcel "E" for a distance of 390.35 feet to the POINT OF BEGINNING; thence continue along the easterly and southerly boundary of said PARCEL NO. 2 being also along the westerly and northerly boundary of said Reserved Parcel "E" for the following seven courses: run South 29°30'56" West 419.65 feet; thence South 14°30'56" West 66.19 feet; thence South 00°29'04" East 810.00 feet to a point of curvature; thence southwesterly along a curve to the right having an arc length of 353.43 feet, a radius of 225.00 feet, a central angle of 90°00'00" and a chord bearing South 44°30'56" West, 318.20 feet to a point of tangency; thence South 89°30'56" West 659.20 feet to a point on a curve; thence northerly along a curve to the right having an arc length of 151.10 feet, a radius of 720.00 feet, a central angle of 12°01'28" and a chord bearing North 06°29'48" West 150.83 feet to a point; thence South 89°30'56" West 1280.00 feet to the northwest corner of Block 164 of said plat of Lakeview; thence North 12°53'48" East along the southerly line of said Jefferson Waterway for a distance of 297.66 feet to a point on a curve; thence northeasterly along a curve to the right having an arc length of 913.19 feet, a radius of 825.00 feet, a central angle of 63°25'15" and a chord bearing North 39°41'03" East 867.28 feet to a point of tangency; thence North 71°23'41" East 1251.37 feet to a point of curvature; thence easterly along a curve to the right having an arc length of 603.42 feet, a radius of 825.00 feet; a central angle of 41°54'25" and a chord bearing South 87°39'07" East, 590.05 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

All of that land vacated in the Subdivision Plat Of Lakeview - Section 37 Palm Coast Map Book 13 Pages 1 through 29, per Resolution 95-56 as recorded in Official Records Book 538 at Pages 1611 through 1613, Public Records of Flagler County, Florida, being described as follows:

BEGINNING at the southwesterly corner of Lot 22, Block 143 of the aforesaid Lakeview - Section 37; thence North 80°26'17" East a distance of 49.47 feet to a point of curvature of a curve to the right; thence northeasterly along said curve having a radius of 300.00 feet, a central angle of 14°34'59" an arc of 76.36 feet and a chord bearing North 87°43'47" East, 76.15 feet to a point on a non-tangent line; thence North 09°33'43" West, a distance of 1273.40 feet; thence North 80°26'17" East a distance of 124.48 feet; thence South 47°01'13" East a distance of 97.49 feet to a point on a non-tangent curve; thence northeasterly along a curve to the right having a radius of 150.00 feet; a central angle of 08°07'48", an arc length of 21.28 feet and a

chord bearing North 47°02'41" East, 21.27 feet to a point of tangency; thence North 51°06'35" East a distance of 100.00 feet; thence South 38°53'25" East a distance of 50.00 feet; thence South 51°06'35" West a distance of 100.00 feet to a point of curvature; thence southwesterly along a curve to the left having a radius of 100.00 feet, central angle of 05°43'46, an arc length of 10.00 feet and a chord bearing South 48°14'42" West, 10.00 feet to a point on a non-tangent line; thence South 50°07'21" East a distance of 153.93 feet; thence South 51°06'35" West a distance of 20.25 feet; thence South 09°33'43" East a distance of 936.00 feet; thence South 35°36'55" East a distance of 82.42 feet; thence South 81°24'11" East a distance of 240.00 feet; thence South 08°35'49" West a distance of 125.00 feet; thence South 81°24'11" East a distance of 27.55 feet to a point on a non-tangent curve; thence southwesterly along curve to the left having a radius of 40.00 feet, a central angle of 77°21'52", an arc of 54.01 feet and a chord bearing South 08°35'49" West 50.00 feet to a point on a non-tangent line; thence North 81°24'11" West a distance of 4.59 feet; thence South 08°35'49" West a distance of 125.00 feet; thence North 81°24'11" West a distance of 480.00 feet; thence South 84°38'20" West a distance of 69.97 feet; thence North 03°00'11" West a distance of 144.02 feet to a point on a non-tangent curve; thence southwesterly along a curve to the left having a radius of 250.00 feet, a central angle of 13°34'27", an arc of 59.23 feet and a chord bearing South 87°13'31" West, 59.09 feet to a point of tangency; thence South 80°26'17" West a distance of 51.03 feet to a point on a non-tangent curve; thence northwesterly along a curve to the left having a radius of 200.00 feet, a central angle of 07°10'51" an arc of 25.07 feet and a chord bearing North 05°58'17" West 25.05 feet to a point of tangency; thence North 09°33'43" West a distance of 25.00 feet to the POINT OF BEGINNING, the above described parcel of land is situated in Section 22, Township 10 South, Range 30 East, Flagler County, Florida.

ALSO INCLUDING:

Part of Reserved Parcel "R-1", Lakeview - Section 37 Palm Coast Park at Palm Coast, as recorded in Map Book 13, pages 1 through 29, Public Records of Flagler County, Florida, being more particularly described as follows:

From a POINT OF BEGINNING, being the most easterly corner of said Reserved Parcel "R-1"; thence South 38°35'49" West along the southeasterly line of said Reserved Parcel "R-1" for a distance of 767.47 feet; thence North 51°24'11" West 1300.81 feet to the most westerly corner of said Reserved Parcel "R-1"; thence North 54°59'31" East, 148.96 feet; thence South 59°22'19" East 485.17 feet; thence South 73°43'22" East 217.49 feet; thence North 77°17'42" East 363.21 feet; thence North 38°35'49" East 191.24 feet; thence South 51°24'11" East 350.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A parcel of land being a portion of Reserved Parcel "E" according to the Subdivision Plat Lakeview Section 37, Palm Coast, recorded in Map Book 13, Pages 1 Through 29, of the Public Records of Flagler County, Florida, being more particularly described as follows:

A POINT OF REFERENCE being the northeast corner of Lot 1, Block 75; thence North 25°15'02" West along the west line of Belle Terre Waterway a distance of 862.29 feet to THE POINT OF BEGINNING; thence departing Belle Terre Waterway (as platted) 921.97 feet along the arc of a curve to the left (concave southerly) have a central angle of 64°01'49", a radius of 825.00 feet, a chord bearing of North 57°15'57" West and a chord distance of 874.74 feet to a point of tangency, thence North 89°16'51" West a distance of 858.76 feet to a point of

curvature; thence 411.10 feet along the arc of a curve to the right (concave northerly) having a central angle of 34°53'44", a radius of 675.00 feet, a chord Bearing of North 71°49'59" West and a chord distance of 404.78 feet to the end of said curve being a point on the boundary of Jefferson Davis Waterway as recorded in Official Records Book [549, Pages 966](#) through 990, of the Public Records of Flagler County, Florida; thence North 35°36'53" East along said waterway a distance of 30.00 feet to a point on a non-tangent curve; thence easterly 392.83 feet along the arc of a curve to the left (concave northerly) having a central angle of 34°53'44", a radius of 645.00 feet, a chord bearing of South 71°49'59" East and a chord distance of 386.79 feet to a point of tangency; thence South 89°16'51" East a distance of 858.76 feet to a point of curvature; thence 955.50 feet along the arc of a curve to the right concave southwesterly having a central angle of 64°01'49", a radius of 855.00 feet, a chord bearing of South 57°15'57" East and a chord distance of 906.54 feet to the end of said curve; thence South 64°44'58" West a distance of 30.00 feet to the POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND LYING EAST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5), BEING A PORTION OF LONDON WATERWAY, LAKEVIEW SECTION 37, AS RECORDED IN MAP BOOK 13, PAGE 26, LOCATED IN GOVERNMENT SECTION 28, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ASHWOOD WATERWAY (A 300 FOOT RIGHT-OF-WAY) PER SAID LAKEVIEW SECTION 37, WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, (STATE ROAD 5, A 175 FOOT RIGHT-OF-WAY AT THIS POINT); THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 35°00'29" EAST ALONG SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY FOR A DISTANCE OF 649.53 FEET TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID ASHWOOD WATERWAY LINE NORTH 54°59'31" EAST ALONG THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY FOR A DISTANCE OF 770.58 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LONDON DRIVE, (A 60 FOOT RIGHT-OF-WAY), PER SAID LAKEVIEW-SECTION 37; THENCE DEPARTING THE NORTHWESTERLY LINE OF SAID LONDON WATERWAY SOUTH 51°24'11" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 104.24 FEET TO THE SOUTHERLY LINE OF SAID LONDON WATERWAY; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 54°59'31" WEST ALONG SAID SOUTHERLY LINE OF LONDON WATERWAY FOR A DISTANCE OF 800.00 FEET TO THE INTERSECTION OF SAID NORTHEASTERLY LINE OF ASHWOOD WATERWAY; THENCE NORTH 35°00'29" WEST ALONG SAID ASHWOOD WATERWAY LINE FOR A DISTANCE OF 100.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT "2B"

- SINGLE FAMILY
- RECREATION
- CITY MAINTENANCE PONDS
- DEVELOPER RETENTION PONDS
- MULTI FAMILY
- COMMERCIAL



- 1 - EXISTING POND / WETLAND
- 2 - RESERVED POND CITY
- 3 - RESERVED POND DEVELOPER
- 4 - WETLAND / BUFFER

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ITEM	QUANTITY	UNIT PRICE	TOTAL
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2	2.50	40.00	100.00
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4	1.00	50.00	50.00
5	1.00	50.00	50.00
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99	1.00	50.00	50.00
100	1.00	50.00	50.00

EXHIBIT "B-1"

PARCEL 1

MATANZAS WOODS CONCEPTUAL SITE PLAN



01-22-2020

EXHIBIT "B-2"

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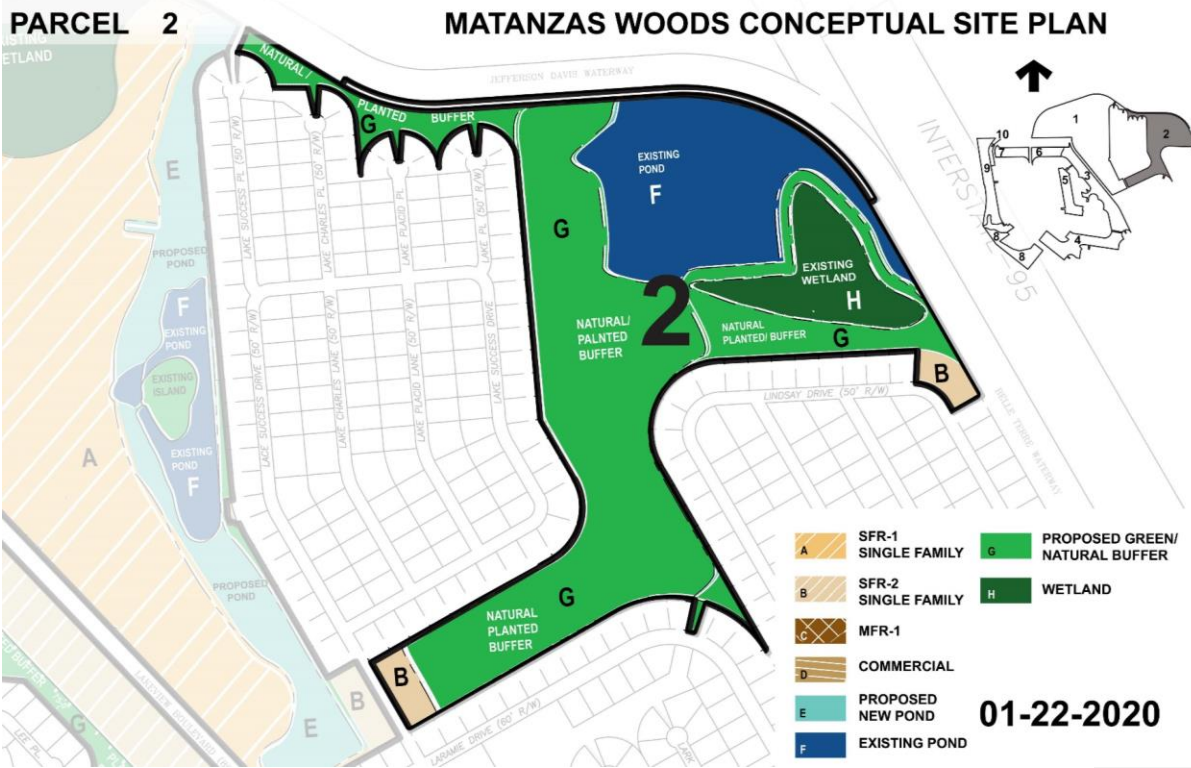


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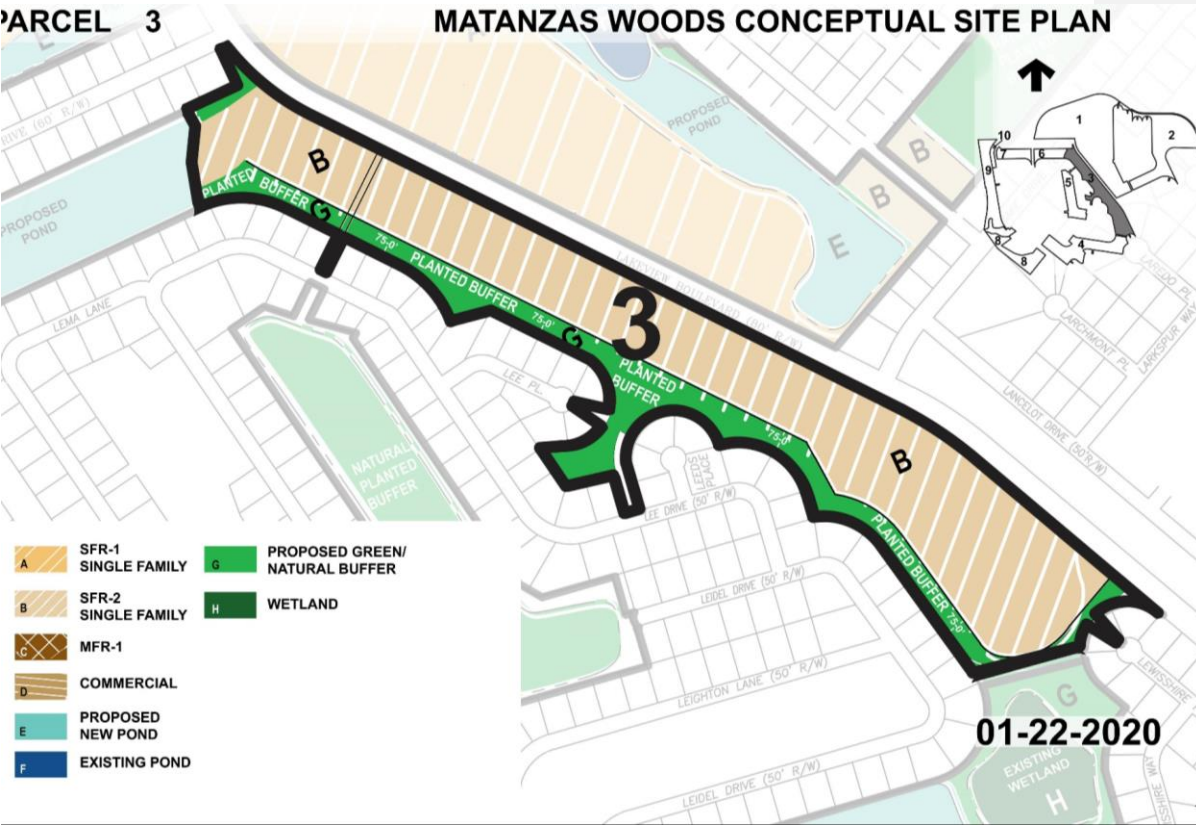


EXHIBIT "B-4"

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PARCEL 4

MATANZAS WOODS CONCEPTUAL SITE PLAN

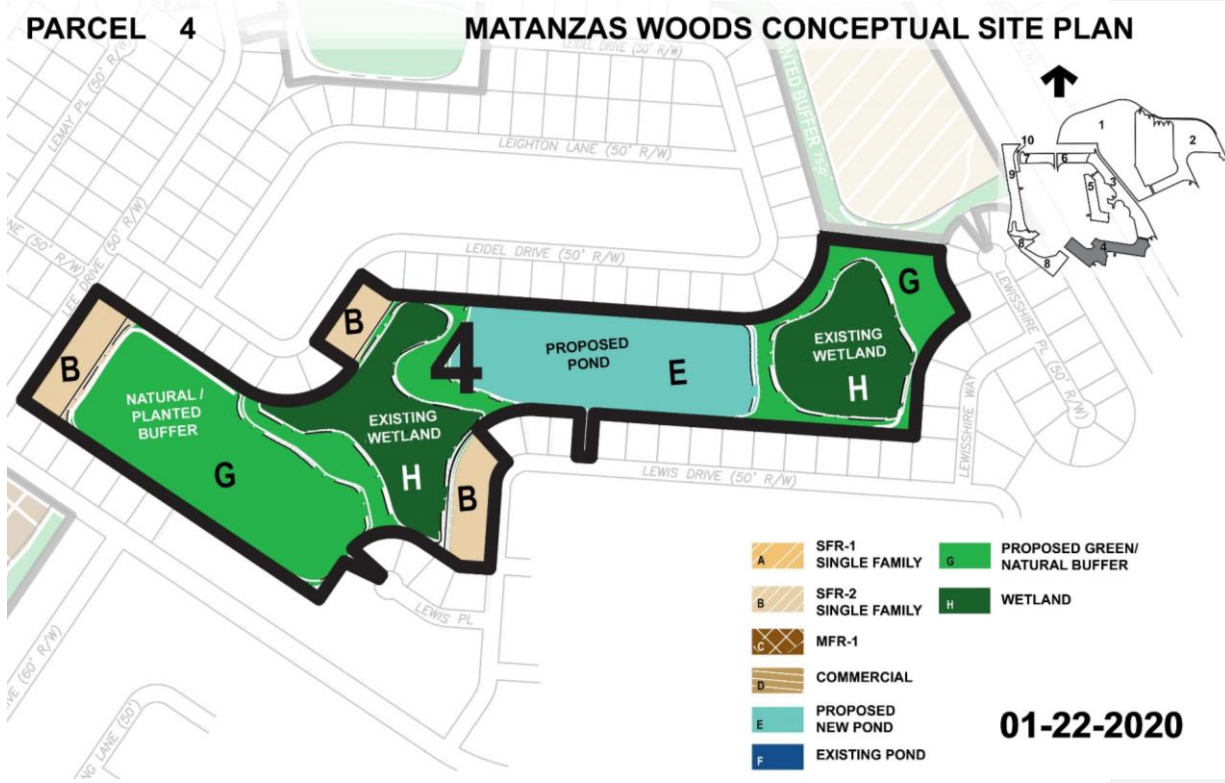


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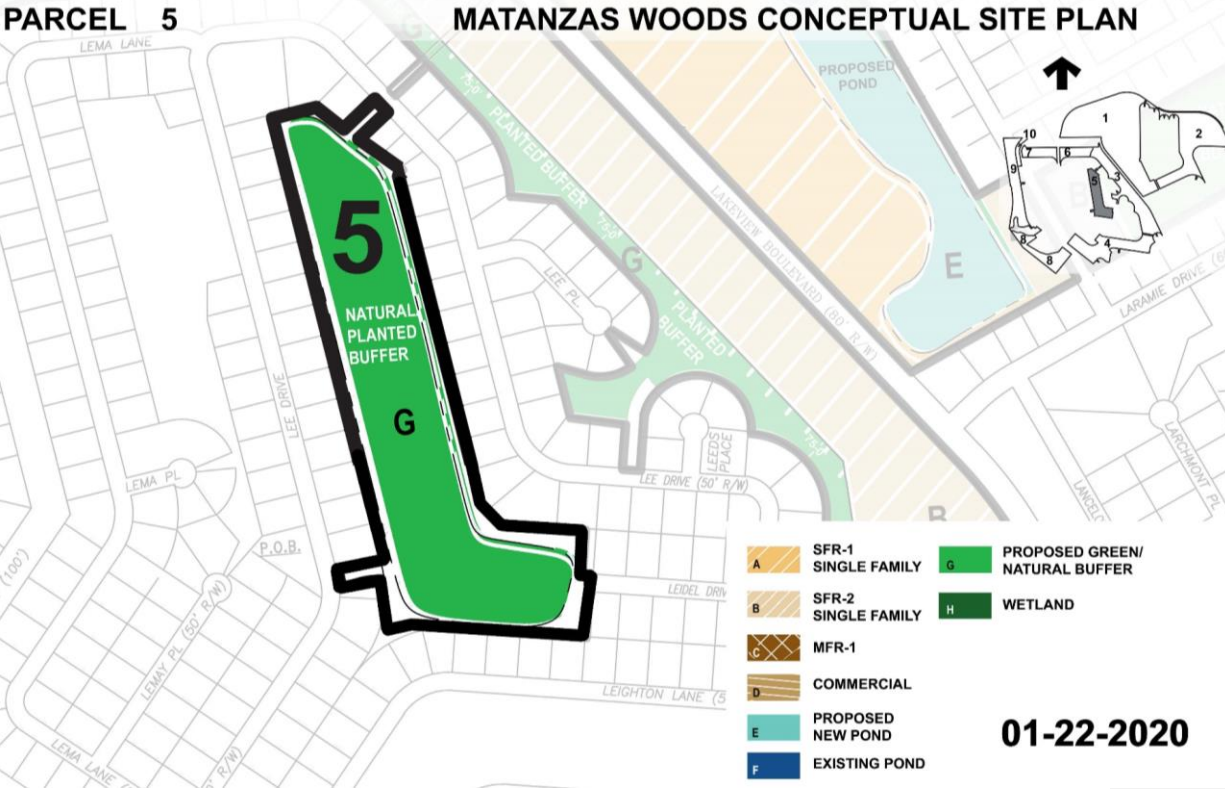


EXHIBIT "B-6"

PARCELS 6 & 7

MATANZAS WOODS CONCEPTUAL SITE PLAN

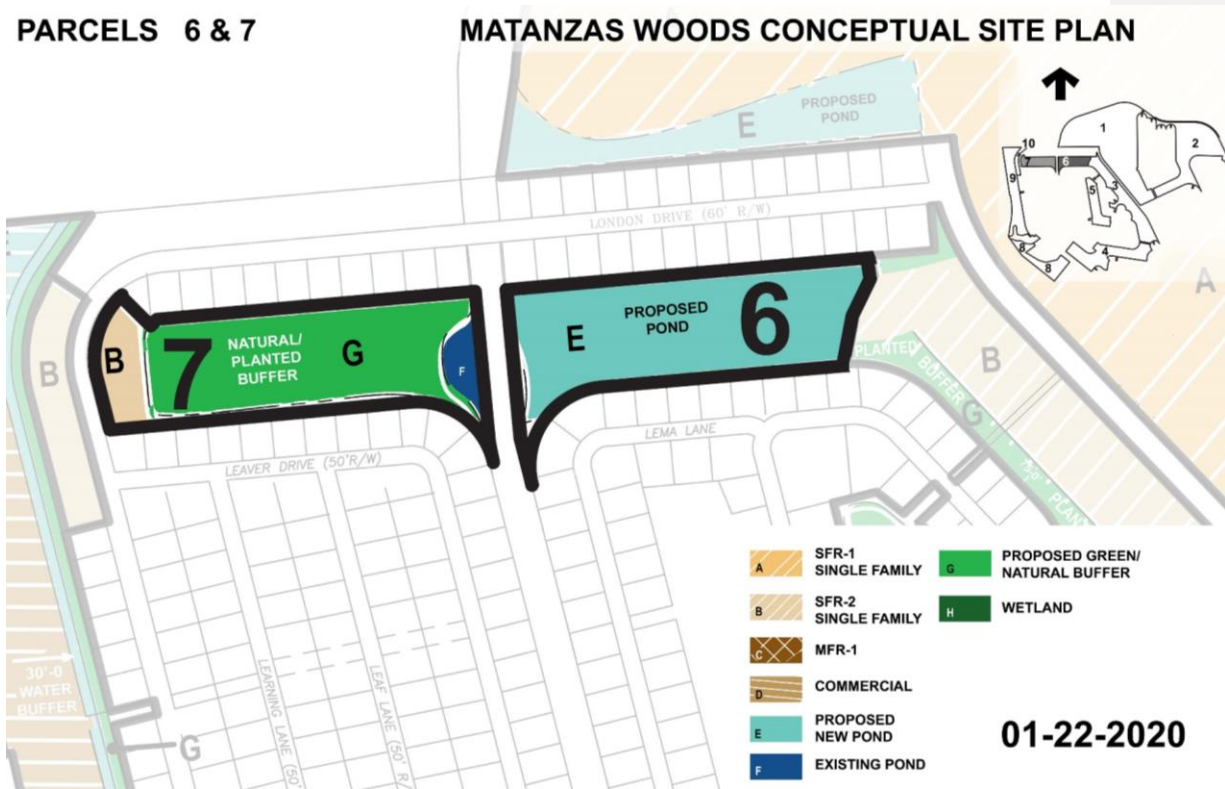


EXHIBIT "B-7"

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PARCEL 8









MATANZAS WOODS CONCEPTUAL SITE PLAN



MATANZAS WOODS CONCEPTUAL SITE PLAN

PARCELS 9 & 10

EXHIBIT "B-8"

- | | | | |
|---|------------------------|---|-----------------------------------|
|  | SFR-1
SINGLE FAMILY |  | PROPOSED GREEN/
NATURAL BUFFER |
|  | SFR-2
SINGLE FAMILY |  | WETLAND |
|  | MFR-1 | | |
|  | COMMERCIAL | | |
|  | PROPOSED
NEW POND | | |
|  | EXISTING POND | | |

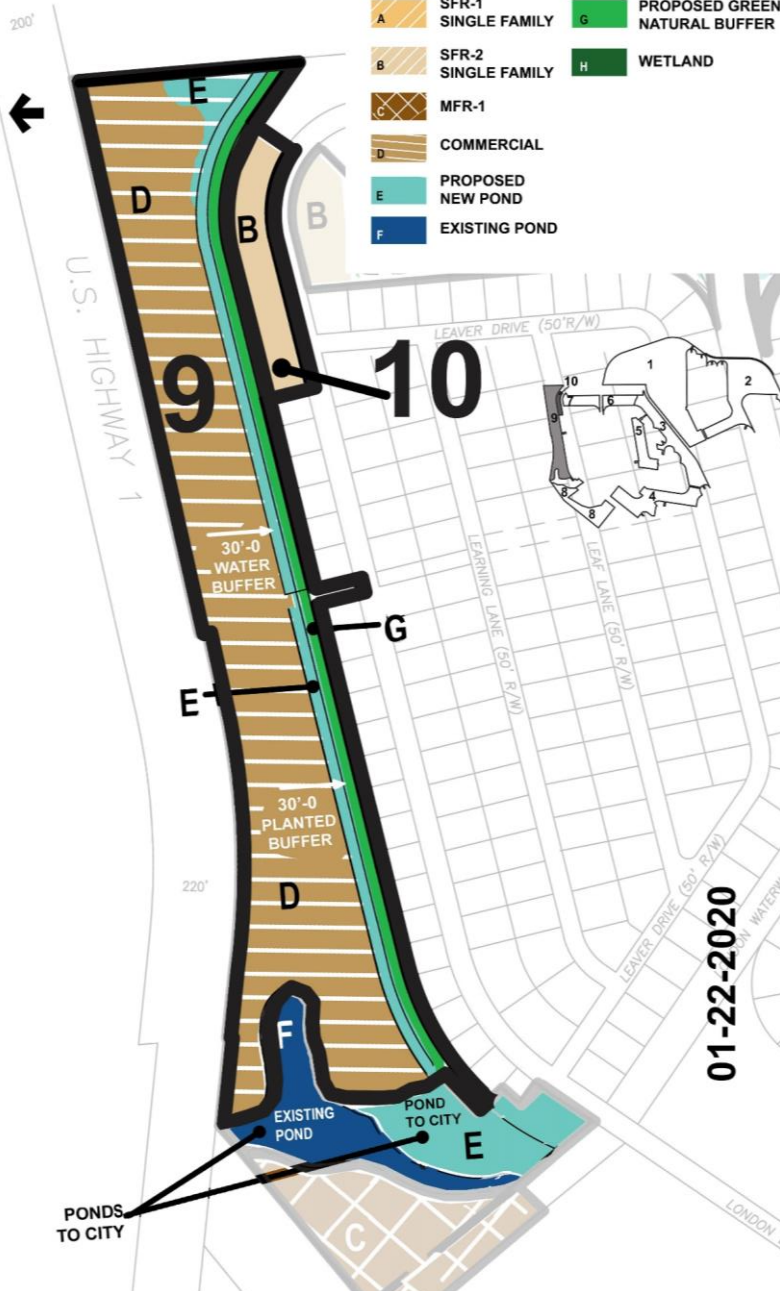


EXHIBIT “3C”

Lots 1 through 5, Block 161; Lots 18 through 30, Block 156; Lots 1 through 11 and Lots 14 through 23, Block 157; Lots 1 through 8, Block 158; Lots 7 through 10, Block 159; Lots 1 through 5 and Lots 8 through 12, Block 160; Palm Coast, Map of Lakeview Section 37, according to the Plat hereof, as recorded in Map Book 13, Pages 1 through 29, inclusive, of the Public Records of Flagler County, Florida.

EXHIBIT "D"

<u>Specific Use Type</u>	<u>COM- 2</u>
<u>Civic, Nonprofit and Institutional</u>	
<u>Civic Uses: town hall, libraries, museums</u>	<u>P</u>
<u>Civic Uses: police, fire, postal service</u>	<u>P</u>
<u>Civic Clubs and Fraternal Organizations</u>	<u>P</u>
<u>Hospice Services</u>	<u>P</u>
<u>Hospitals</u>	<u>-</u>
<u>Houses of Worship/Religious Institutions</u>	<u>P</u>
<u>Nonprofit Organizations, (e.g., Humane Societies)</u>	<u>P</u>
<u>Eating, Drinking, and Entertainment</u>	
<u>Adult-Oriented Businesses</u>	<u>-</u>
<u>Drinking Establishments (without outdoor entertainment)</u>	<u>P</u>
<u>Drinking Establishments (with outdoor entertainment)</u>	<u>P</u>
<u>Beer, Wine, and Liquor Stores</u>	<u>P</u>
<u>Cafeterias, Coffee and Donut Shops, Snack Bars, Sandwich Shops, Delicatessens, Bakeries</u>	<u>P</u>
<u>Microbreweries</u>	<u>P</u>

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<u>Performing Arts Facilities (e.g. dinner theaters)</u>	<u>P</u>
<u>Pizza Delivery Establishments and Takeout Places</u>	<u>P</u>
<u>Restaurants, Fast Food</u>	<u>P</u>
<u>Restaurants, Sit-Down</u>	<u>P</u>
<u>Education</u>	
<u>Elementary/Secondary Schools (public and private)</u>	<u>P</u>
<u>Colleges/Universities</u>	<u>P</u>
<u>Industrial Uses</u>	
<u>Manufacturing, Heavy</u>	<u>-</u>
<u>Manufacturing, Light</u>	<u>-</u>
<u>Material Recovery Facilities (e.g. recycling centers)</u>	<u>-</u>
<u>Mining and Soil Extraction</u>	<u>-</u>
<u>Laboratories</u>	
<u>Medical and Diagnostic Laboratories</u>	<u>P</u>
<u>Dental Labs</u>	<u>P</u>
<u>Multiuse Building</u>	<u>P</u>
<u>Office, Medical, and Professional</u>	
<u>Banks and Credit Unions</u>	<u>P</u>
<u>Building Contractors</u>	<u>P</u>

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<u>Mail Order Facilities</u>	<u>P</u>
<u>Medical and Professional Offices</u>	<u>P</u>
<u>Outpatient Care Facilities</u>	<u>P</u>
<u>Pharmacies ¹</u>	<u>P</u>
<u>Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)</u>	<u>P</u>
<u>Temporary Employment Agencies and Management Services</u>	<u>P</u>
<u>Veterinarians (without kennels/post-operative care only)</u>	<u>P</u>
<u>Recreation and Tourism</u>	
<u>Bed and Breakfast Inns</u>	<u>P</u>
<u>Electronic Game Promotion Establishments</u>	<u>P</u>
<u>Golf Courses and Country Clubs</u>	-
<u>Driving Range</u>	<u>P</u>
<u>Hotels</u>	-
<u>Marinas (Commercial)</u>	-
<u>Motels</u>	<u>P</u>
<u>Public Parks and Recreation Facilities</u>	<u>P</u>
<u>Recreation, Indoor</u>	<u>P</u>
<u>Recreation, Outdoor</u>	<u>P</u>
<u>RV Parks and Camps</u>	-

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<u>Shooting and Target Ranges (indoor)</u>	-
<u>Stadiums and Athletic/Sports Arenas</u>	-
<u>Residential</u>	
<u>Assisted Living Facilities, Nursing Homes</u>	<u>P</u>
<u>Caretaker's Dwellings</u>	<u>P</u>
<u>Community Residential Homes (7 to 14 residents)</u>	-
<u>On-site dwelling units for agents or employees of principal use.</u>	-
<u>Dormitories</u>	<u>P</u>
<u>Retail Sales and Services</u>	
<u>Art Dealers</u>	<u>P</u>
<u>Automotive Parts (e.g. accessories and tires)</u>	-
<u>Building Material Stores (paint, hardware)</u>	<u>P</u>
<u>Clothing and Accessory Stores (e.g. shoes and luggage)</u>	<u>P</u>
<u>Retail</u>	<u>P</u>
<u>Florists</u>	<u>P</u>
<u>Food and Beverage Stores (supermarkets and specialty foods)</u>	<u>P</u>
<u>Furniture and Home Furnishings Stores</u>	<u>P</u>
<u>Home Improvement Centers</u>	<u>P</u>

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<u>Large-Scale Retail Centers</u>	<u>P</u>
<u>Lawn and Garden Equipment and Supplies Stores</u>	<u>P</u>
<u>Model Home Centers</u>	<u>P</u>
<u>Pet (domestic) Stores</u>	<u>P</u>
<u>Plant Nurseries</u>	<u>P</u>
<u>Photo Finishing</u>	<u>P</u>
<u>Sporting Goods, Hobby, Book and Music Stores</u>	<u>P</u>
<u>Used Merchandise Stores</u>	<u>P</u>
<u>Service, Business</u>	
<u>Printing and Publishing</u>	<u>P</u>
<u>All other business services</u>	<u>P</u>
<u>Service, Personal</u>	
<u>Adult Day Care Centers</u>	<u>P</u>
<u>Bail Bonding</u>	<u>-</u>
<u>Child Day Care Centers</u>	<u>P</u>
<u>Funeral Homes</u>	<u>-</u>
<u>Tarot Card, Psychic, and Palm Readings</u>	<u>P</u>
<u>Tattooing, Body Piercing, and other Body Art</u>	<u>P</u>
<u>All other personal service uses</u>	<u>P</u>
<u>Service, Major</u>	

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<u>Heavy Construction and Land Excavation Contractors</u>	=
<u>Kennels and Animal Boarding</u>	=
<u>Landscaping Services</u>	<u>P</u>
<u>Machine Shops and Tool and Die</u>	=
<u>Repair Services for Commercial and Industrial Machinery and Equipment</u>	=
<u>Truck Stops</u>	=
<u>Training Facilities</u>	
<u>Automobile Driver Schools</u>	<u>P</u>
<u>Technical/Trade Schools</u>	<u>P</u>
<u>Trucks and Heavy Equipment Driving Schools</u>	=
<u>Utilities and Public Works</u>	
<u>Dredge Spoil Disposal</u>	=
<u>Landfills (for nonhazardous, organic debris or construction debris only)</u>	=
<u>L P Gas Dealer and Bulk Storage</u>	<u>P</u>
<u>Municipal Pump Stations and Well Sites</u>	<u>P</u>
<u>Park and Ride Facilities</u>	<u>P</u>
<u>Power Generation and Distribution (electric and gas) Facilities</u>	=
<u>Public Works Facilities</u>	=

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<u>Passenger Transit or Rail Stations</u>	<u>P</u>
<u>Solid Waste Transfer Stations</u>	-
<u>Wastewater Treatment Facilities</u>	-
<u>Water Supply Plants</u>	-
<u>Wireless Communication Facilities</u>	<u>P</u>
<u>Vehicle Sales, Rental, Service, and Repair</u>	
<u>Automotive, Recreational Vehicle, and Boat Dealers</u>	-
<u>Car Washes</u>	<u>P</u>
<u>Commercial & Industrial Machinery & Equipment Rental and Leasing</u>	-
<u>Convenience Stores with Fueling Facilities</u>	-
<u>Motor Vehicle Towing Services</u>	-
<u>Motorcycle Dealers</u>	-
<u>Service Stations</u>	-
<u>Taxi and Limousine Services</u>	<u>P</u>
<u>Vehicle Rental/Leasing</u>	-
<u>Vehicle Repair</u>	-
<u>Warehousing</u>	
<u>Miniwarehouses, Office Warehouses and Self-Storage</u>	<u>P</u>

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<u>Warehouse/Distribution Facilities (>50,000 sq ft)</u>	=
<u>Warehouse/Distribution Facilities (<50,000 sq ft)</u>	=

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¹A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school. F.S. §381.986