

City of Bunnell, Florida

Agenda Item No. D.1.

Document Date: 08/14/2025

Department: Community Development

Subject: Ordinance 2025-10: Requesting to amend the Official Zoning Map of the

City of Bunnell for 2,788+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural and Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District" and approving the Reserve at

Haw Creek Planned Unit Development Agreement - First Reading

Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description

Ordinance 2025-10 Reserve at Haw Creek PUD Rezoning Reserve at Haw Creek Planned Unit Development Agreement Traffic Impact Analysis - Reserve at Haw Creek Business Impact Statement Ord 2025-10

Summary/Highlights:

THIS IS A QUASI-JUDICIAL HEARING AND WILL FOLLOW QUASI-JUDICIAL PROCEDURES.

ANY EX PARTE COMMUNICATIONS MUST BE DISCLOSED INCLUDING ANY COMMUNICATIONS, TESTIMONTY AND EVIDENCE PROVIDED OR RECEIVED OUTSIDE OF THIS HEARING

This is a request to amend the Official Zoning Map of the City of Bunnell for 2,788+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural and Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District" and for the approval of the Planned Unit Development (PUD) Agreement for the development known as the Reserve at Haw Creek.

There is a companion item (Ordinance 2024-09) to amend the Future Land Use Map from "Single Family-Low Density" and "Agricultural & Silviculture" to "Rural Estates", "Single Family-Low Density", "Single Family-Medium Density", "Multifamily", "Commercial-Medium", "Industrial", and "Public". The Ordinance is currently scheduled for Second and Final Reading on September 8th, 2025.

In accordance with LDC Section 2-87, notices detailing the date, time, and location of the

meeting were mailed to property owners of property within the City limits and within 300 feet of the subject property on August 14, 2025. Signs detailing the date, time, and location were posted within the right-of-way adjacent to the subject property on August 15, 2025.

Background:

The applicant, Northeast Florida Developers, LLC as authorized by the property owner JM Properties X, LLC, has applied to rezone the subject property, located between State Road 11, State Highway 100 West, County Road 302, and County Road 65, from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural & Silviculture District" to the "PUD, Planned Unit Development District". With this application to rezone also include the request for approval of the Planned Unit Development (PUD) agreement for the development known as the Reserve at Haw Creek.

The Reserve at Haw Creek PUD contains criteria that deviates from the City's Land Development Code such as lot sizes, parking requirements, land uses, landscaping requirements, etc. Any regulation that is not specifically called out in the PUD agreement is automatically defaulted to the City's Land Development Code and Code of Ordinances.

The Reserve at Haw Creek development will also be subject to requirements by other governmental agencies for the following:

- Stormwater management and Wetland Delineations (St. Johns River Water Management District)
- Roadway access and roadway improvements (Florida Department of Transportation and Flagler County)
- Water Supply and treatment capacity (St. Johns River Water Management District)
- Wastewater capacity (Florida Department of Environmental Protection)
- Public School mitigation fees (Flagler County School District)

Additionally, the most recent traffic impact analysis report is attached. This report has been reviewed by Bunnell planning staff, the Florida Department of Transportation, Flagler County, and the City of Palm Coast. All jurisdictions reviewing this matter has had all concerns and comments addressed and have approved the methodology for the traffic analysis contained therein. This traffic impact analysis will serve as the "approved master TIA" that is identified within the companion development agreement for performing all future traffic impact studies for each identified phase within this PUD.

Public Participation

The applicant scheduled two (2) community meetings at 6pm on July 23, 2024 and July 31, 2024. All neighboring residents within 300 feet of the project's boundaries were notified by mail and an ad was posted in the Observer Local News. The applicant stated they had an abundance of residents in attendance that inquired about the scope of the project and asked questions related to stormwater management and traffic concerns.

PZA Board Recommendation

The PZA Board heard this item at their January 7, 2025 regularly scheduled meeting and recommended approval of the Reserve at Haw Creek PUD rezoning and agreement with the

following recommendations:

- 1. Reduce the residential density to 5,500 dwelling units.
- 2. Include the new stormwater regulations contained within HB 7053 into the PUD.
- 3. Provide language relating to Cup for cup compensating storage within the floodplain.
- 4. Include historic tree protection measures.
- 5. Increase the buffers abutting residential lots/uses to 50ft landscaped and 35ft undisturbed natural vegetation.
- 6. Prohibit installing individual residential well and septic systems within the development.
- 7. Include the most recently submitted traffic impact analysis to the City Commission.
- 8. Consider reducing the maximum sign size and height for entrance signage.
- 9. Consider the light pollution from the signage and include language on mitigating the effects of the lighting of the signs to the surrounding area.
- 10. Consider hosting another City Commission workshop for the PUD.
- 11. Reconsider the ingress and egress access points on the roadways.

The applicant has continuously worked with the public and the City to ensure the proposed development is planned properly. They have made revisions to the PUD since the PZA Board meeting, including but not limited to, the following:

- 1. Reduced the overall density to 6,100 dwelling units, reduced the total of RV sites, and increased the commercial and industrial square footage.
- 2. Included provisions for outdoor lighting protection and regulation.
- 3. Included prohibitions on individual residential well and septic systems.
- 4. Reduced the sign height in relation to setbacks from SR 100 West.
- 5. Removed the multifamily land use adjacent to the unincorporated property to the midwest of the development.
- 6. Increased the vegetative buffer (landscape or natural) to 50ft along CR 65 and CR 80 as well as having a 50ft buffer between residential uses outside of the boundaries for the development.
- 7. Included a provision to protect historic trees.

Staff Recommendation:

Approval of Ordinance 2025-10 Requesting to amend the Official Zoning Map of the City of Bunnell for 2,788+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural and Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District" and approving the Reserve at Haw Creek Planned Unit Development Agreement- First Reading

City Attorney Review:

Approved for agenda

City Manager Review/Recommendation:

Approved

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY TOTALING 2,788± ACRES, GENERALLY LOCATED BETWEEN WEST MOODY BOULEVARD/STATE HIGHWAY 11, STATE HIGHWAY 100 WEST, COUNTY ROAD 302, AND COUNTY ROAD 65, IN THE CITY OF BUNNELL LIMITS FROM FLAGLER COUNTY "AC, AGRICULTURAL DISTRICT," CITY OF BUNNELL "R-1, SINGLE FAMILY RESIDENTIAL DISTRICT," AND "AG&S, AGRICULTURAL & SILVICULTURE DISTRICT" TO CITY OF BUNNELL "PUD, PLANNED UNIT DEVELOPMENT DISTRICT"; APPROVING THE RESERVE AT HAW CREEK PLANNED UNIT PUD AGREEMENT: **PROVIDING** LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS: PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE: REPEALING ALL CONFLICTING ORDINANCES: PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Bunnell to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, §166.041, *Florida Statutes*, provides for procedures for the adoption of ordinances by municipalities; and

WHEREAS, §163.3194(1)(b), *Florida Statutes*, requires all land development regulations enacted or amended to be consistent with the City's adopted comprehensive plan; and

WHEREAS, JM Properties X, LLC ("Owner"), a Florida Limited Liability Company, is the owner of certain real property which land totals 2,788± acres in size ("Subject Property") and are assigned Tax Parcel Identification Numbers as listed in this Ordinance by the Flagler County Property Appraiser's Office; and

WHEREAS, Northeast Florida Developers, LLC ("Applicant") has applied, as authorized by the Owner, to the City of Bunnell ("City") pursuant to the controlling provisions of state law and the *City of Bunnell Land Development Code* ("LDC"), to have the Subject Property located generally between West Moody Boulevard/State Highway 11, State Highway 100 West, County Road 302, and County Road 65, more particularly described in Exhibit "A", to be rezoned to the City of Bunnell "PUD, Planned Unit Development District" from the existing Flagler County "AC, Agricultural" and City of Bunnell "AG&S, Agricultural & Silviculture" and "R-1, Single Family Residential" zoning districts; and

WHEREAS, the City has amended the Future Land Use Map ("FLUM") for the Subject Property from "Conservation-1" and "Single Family-Low Density" to "Single Family-Low Density," "Single Family-Medium Density," "Multifamily," "Commercial-Medium," "Industrial," "Public," and "Rural Estates" through a large-scale comprehensive plan amendment pursuant to §163.3184(4), *Florida Statutes*, as applied for by the Applicant; and

WHEREAS, the subject properties are currently vacant and primarily used for silvicultural purposes; and

WHEREAS, the applicant plans to develop the Subject Property into a Planned Unit Development known as the Reserve at Haw Creek ("PUD") that will primarily consist of a mix of residential uses and approximately 50± acres of commercial uses that will serve both the development community and the City of Bunnell at large; and

WHEREAS, the Applicant requests approval for this PUD on the Subject Property per the conditions and criteria set forth in the Planned Unit Development Agreement, attached hereto and incorporated herein as Exhibit "C" ("PUD Agreement"); and

WHEREAS, the Applicant and Owner voluntarily agrees with the conditions, terms, and restrictions hereinafter recited and as included in the PUD Agreement; and

WHEREAS, the City Commission of the City of Bunnell, Florida ("City Commission") finds that this PUD Agreement has been properly conditioned with terms and restrictions to be consistent with the City's 2035 Comprehensive Plan and LDC and that the conditions, terms, restrictions, and requirements set forth herein are necessary to ensure compliance with the Comprehensive Plan and LDC and the protection of the public health, safety and general welfare of the citizens of the City and unincorporated Flagler County; and

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the Planning, Zoning and Appeals Board and City Commission, and any representations or promises made by the Applicant and/or Owners during the zoning review and approval process for the PUD (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

WHEREAS, the PUD Agreement is non-statutory and not subject to or enacted pursuant to the provisions of §163.3220 – 163.3243, *Florida Statutes*; and

WHEREAS, the City's Community Development Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application and PUD Agreement be approved and has otherwise reviewed and evaluated the application to determine whether it comports with sound and generally accepted land use planning practices and

principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City's 2035 Comprehensive Plan; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, acting as the City's local planning agency, held a public meeting on January 7, 2025 to consider amending the Official Zoning Map of the City of Bunnell, along with approving the PUD Agreement, and recommended approval of the proposed PUD and rezoning for the Subject Property as requested by the Applicant and Owners with the following conditions:

- 1. Reduce the residential density to 5,500 dwelling units;
- 2. Include the new stormwater regulations contained within HB 7053 into the PUD;
- 3. Provide language relating to cup for cup compensating storage within the floodplain;
- 4. Include historic tree protection measures;
- 5. Increase the buffers abutting the residential lots/uses to 50ft landscaped and 35ft undisturbed natural vegetation;
- 6. Prohibit installing individual residential well and septic systems within the development;
- 7. Include the most recently submitted traffic impact analysis to the City Commission;
- 8. Consider reducing the maximum sign size and height for entrance signage;
- 9. Consider the light pollution from the signage and include language on mitigating the effects of the lighting of the signs to the surrounding area;
- 10. Consider hosting another City Commission workshop for the PUD;
- 11. Reconsider the ingress and egress access points on the state roadways; and

WHEREAS, professional City planning staff, the City's Planning, Zoning and Appeals Board, and the City Commission have determined that the proposed PUD Agreement and rezoning of the Subject Property as set forth in this Ordinance is consistent with the City's 2035 Comprehensive Plan, the LDC, and controlling provisions of state law; and

WHEREAS, the Applicant's application for a Planned Unit Development is approved subject to the PUD Agreement's terms, conditions, restrictions, and requirements;

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State and local law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

(a) The forgoing recitals (whereas clauses), along with the City staff report and City Commission agenda memorandum relating to the application of the proposed rezoning

of the Subject Property, are hereby adopted and incorporated into this Ordinance as the legislative and administrative findings of the City Commission.

(b) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance, the following described property, as legally described in Exhibit "A" and depicted in Exhibit "B" attached to this Ordinance, and totaling 2,788± acres in size, shall be rezoned to the City of Bunnell "PUD, Planned Unit Development District" zoning classification from the existing Flagler County "AC, Agricultural District" and City of Bunnell "AG&S, Agricultural & Silviculture District" and "R-1, Single Family Residential District" zoning classifications.
- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

Section 3. Planned Unit PUD Agreement.

- (a) The Reserve at Haw Creek Planned Unit PUD Agreement ("PUD Agreement") and its exhibits attached hereto as Exhibit "C", with all appropriate signatures and joinders, is hereby adopted and approved by the City Commission of the City of Bunnell and shall constitute the regulations for the specific PUD District. The PUD Agreement shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.
- (b) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 4. Parcel Information.

The parcels which are the subject of this Ordinance are as follows:

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-1250-00010-0000

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-1250-00100-0360

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-1250-00100-0380

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-1250-00100-0010

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-5550-00010-0010

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-5550-00080-0000

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-5550-00150-0000

TAX PARCEL IDENTIFICATION NUMBER: 18-12-30-5550-00030-0010

TAX PARCEL IDENTIFICATION NUMBER: 18-12-30-5550-00010-0000

TAX PARCEL IDENTIFICATION NUMBER: 18-12-30-5550-00050-0110

TAX PARCEL IDENTIFICATION NUMBER: 18-12-30-5550-00120-0010

TAX PARCEL IDENTIFICATION NUMBER: 08-12-30-5550-00130-0000

TAX PARCEL IDENTIFICATION NUMBER: 17-12-30-0650-000D0-0000

TAX PARCEL IDENTIFICATION NUMBER: 20-12-30-0650-000B0-0010

TAX PARCEL IDENTIFICATION NUMBER: 20-12-30-0650-000A0-0030

TAX PARCEL IDENTIFICATION NUMBER: 16-12-30-0650-000B0-0010

TAX PARCEL IDENTIFICATION NUMBER: 16-12-30-0750-00010-0010

TAX PARCEL IDENTIFICATION NUMBER: 16-12-30-0750-00020-0000

TAX PARCEL IDENTIFICATION NUMBER: 16-12-30-0650-000A0-0010

TAX PARCEL IDENTIFICATION NUMBER: 16-12-30-0650-000B0-0000

TAX PARCEL IDENTIFICATION NUMBER: 21-12-30-0000-01010-0010

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-0850-000B0-0040

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-0650-000C0-0042

TAX PARCEL IDENTIFICATION NUMBER: 22-12-30-0650-000B0-0011

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-0650-000C0-0070

Section 5. Incorporation of Maps.

The map attached to this Ordinance as Exhibit "B" is hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 6. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

Section 7. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this ordinance not otherwise to be invalid, unlawful, or unconstitutional.

Section 8. Non-codification.

Castian O. Effactive Data

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the rezoning actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

This Ordinance shall take effect upon the effect	ctive date of Ordinance 2024-09	
First Reading: approved on this day of	, 2025.	
Second Reading/Final Reading: adopted on the	is day of	_ 2025.
	CITY OF BUNNELL, FLORIDA	
	Catherine D. Robinson, Mayor	
ATTEST:	Approved as to Form:	
Kristen Bates, MMC, City Clerk	Vose Law Firm, City Attorney	
Seal:		

Exhibit "A"

Reserve at Haw Creek Planned Unit Development Parcel Boundary Legal Description

A PARCEL OF LAND LYING IN SECTION 8 OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, AND ALSO LYING IN SECTION 15, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF BUNNELL DEVELOPMENT COMPANYS LAND AS RECORDED IN MAP BOOK 1, PAGE 1, AND ALSO SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST A PORTION OF WHICH LIES IN SAID BUNNELL DEVELOPMENT COMPANYS LAND, SECTION 17, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY LAND, SECTION 18, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF SAID ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, SECTIONS 20, 21, AND 22, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND, AND ALSO LYING IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, PORTIONS OF WHICH LIE IN ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION AND CRESCENT SHORES SUBDIVISION AS RECORDED IN MAP BOOK 2, PAGE 17, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A NAIL AND DISK LABELED "WILCOX LS2238", MARKING THE NORTHWEST CORNER OF SAID SECTION 15, TOWNSHIP 12 SOUTH, RANGE 30 EAST AND BEAR S01°43'06"E ALONG THE WESTERLY LINE OF SECTION 15 A DISTANCE OF 25.00' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD(A 50' PUBLIC RIGHT-OF-WAY), AND TO THE NORTHWEST CORNER OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (15-12-30-0850-000B0-0040) BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD ALSO BEING THE NORTHERLY LINE OF SAID LANDS REFERENCED IN PARCEL ID: (15-12-30-0850-000B0-0040), N89°53'29"E A DISTANCE OF 132.21'; THENCE DEPARTING SAID RIGHT-OF-WAY S01°39'01"E A DISTANCE OF 434.34'; THENCE N89°52'35"W A DISTANCE OF 17.83'; THENCE S01°38'50"E A DISTANCE OF 200.36'; THENCE N89°42'16"E A DISTANCE OF 574.18'; THENCE S01°34'38"E A DISTANCE OF 285.74'; THENCE N89°42'16"E A DISTANCE OF 306.03'; THENCE A DISTANCE OF S01°30'16"E 42.66'; THENCE N89°36'43"E A DISTANCE OF 330.97'; THENCE A DISTANCE OF S01°25'57"E A DISTANCE OF 1639.22' TO THE NORTHERLY LINE OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (15-12-30-0650-000C0-0042); THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ID: (15-12-

30-0650-000C0-0042) N89°08'44"E A DISTANCE OF 164.44'; THENCE A DISTANCE OF S01°21'46"E A DISTANCE OF 1302.31'; THENCE N88°24'21"E A DISTANCE OF 44.66' TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11(SR11); THENCE ALONG THE SAID WESTERLY LINE OF SR11 S39°21'05"W A DISTANCE OF 1742.76' TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 22. TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE CONTINUE S39°21'05"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 A DISTANCE OF 647.22' TO THE EASTERLY LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S39°21'05"W A DISTANCE OF 3753.88' TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 011°11'10", A RADIUS OF 5807.06', A LENGTH OF 1133.46', A CHORD BEARING OF S33°45'35"W AND A CHORD DISTANCE OF 1131.66' TO THE POINT OF TANGENCY: THENCE CONTINUE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 S28°10'05"W A DISTANCE OF 951.54' TO THE SOUTHERLY LINE OF SAID SECTION 21, AND THE SOUTHERLY LINE OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (21-12-30-0000-01010-0010); THENCE ALONG THE SOUTHERLY LINE OF SECTION 21, S88°42'07"W A DISTANCE OF 1983.84' TO THE SOUTHWEST CORNER OF SECTION 21: THENCE ALONG THE WESTERLY LINE OF SECTION 21 N01°44'23"E A DISTANCE OF 3242.53' TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE S89°13'30"W A DISTANCE OF 1994.32' TO THE LANDS OCCUPIED BY JOYCE WALLACE, OR 2173, PG 1759; THENCE N00°27'07"W A DISTANCE OF 672.43'; THENCE N88°53'32"E A DISTANCE OF 460.30'; THENCE N00°59'31"E A DISTANCE OF 661.67'; THENCE S88°54'19"W A DISTANCE OF 1266.54' TO THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE CONTINUE S88°54'19"W A DISTANCE OF 1315.79'; THENCE S01°06'12"E A DISTANCE OF 1322.07'; THENCE S89°13'30"W A DISTANCE OF 657.42' TO THE SOUTHEAST CORNER OF TRACT 8, BLOCK B, OF SECTION 20, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N01°16'04"W ALONG THE EASTERLY LINE OF SAID TRACT 8, A DISTANCE OF 638.83'; THENCE N89°01'18"W ALONG THE NORTHERLY LINE OF TRACT 8, A DISTANCE OF 660.43' TO THE CENTERLINE OF WEST BLACK POINT ROAD, A 50' MAINTAINED PUBLIC RIGHT-OF-WAY; THENCE N01°12'21"W ALONG THE CENTERLINE OF WEST BLACK POINT ROAD. A DISTANCE OF 1977.10' TO THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION; THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, N01°40'52"E A DISTANCE OF 19.90'; THENCE DEPARTING THE CENTERLINE OF WEST BLACK POINT ROAD AND THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18. N84°12'43"W A DISTANCE OF 1569.58': THENCE S22°06'08"W A DISTANCE OF 223.70' TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE S88°59'14"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 986.38' TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 18; THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 18 S88°59'14"W A DISTANCE OF 2631.80' TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION; THENCE S89°46'37"W ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 2615.38' TO THE EASTERLY LINE OF COUNTY ROAD 65(FORMERLY DEAN ROAD PER SAID CRESCENT SHORES SUBDIVISION PLAT), AN 80' MAINTAINED PUBLIC RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 65, N00°48'58"W A DISTANCE OF 2634.39' TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID CRESCENT SHORES SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 13; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N00°50'16"W A DISTANCE OF 655.12' TO AN INTERSECTION WITH THE NORTHERLY LINE OF CRESCENT SHORES SUBDIVISION: THENCE DEPARTING THE RIGHT-OF-WAY LINE N89°22'31"E A DISTANCE OF 620.87'; THENCE N02°04'51"W A DISTANCE OF 656.30'; THENCE N89°17'01"E A DISTANCE OF 1162.49'; THENCE N01°21'44"W A DISTANCE OF 1301.32' TO THE SOUTHERLY LINE OF COUNTY ROAD 302(CR302), A 95' PUBLIC RIGHT-OF- WAY; THENCE ALONG THE SAID SOUTHERLY LINE OF CR302, N89°32'29"E A DISTANCE OF 647.15' TO A POINT AT AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, SAID POINT LYING AT A DISTANCE OF 20.23' AND AT A BEARING OF S05°56'43"E OF A 6x6 CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 18; THENCE N89°37'36"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 A DISTANCE OF 226.40' TO AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 PER FLAGLER COUNTY PROPERTY APPRAISERS OFFICE; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302, S00°45'47"E A DISTANCE OF 1329.37'; THENCE N88°12'58"E A DISTANCE OF 656.83' TO THE SOUTHWEST CORNER OF THE LANDS OCCUPIED BY CHARLIE BEMBRY, REFERENCED BY FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00040-0010); THENCE CONTINUE N88°12'58"E, ALONG THE SOUTHERLY LINE OF BEMBRY'S, A DISTANCE OF 349.68'; THENCE N00°45'26"W ALONG THE EASTERLY LINE OF BEMBRY'S A DISTANCE OF 12.66' TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18; THENCE N89°19'01"E A DISTANCE OF 966.42' TO THE SOUTHEAST CORNER OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00030-0020); THENCE N00°54'32"E ALONG THE EASTERLY LINE OF SAID LANDS A DISTANCE OF 1286.40' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302; THENCE N89°37'36"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 372.38'; THENCE N21°21'23"E A DISTANCE OF 33.00'; THENCE N89°37'36"E A DISTANCE OF 158.57' TO A NON-RADIAL INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY, IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100(SR100, A 100' RIGHT-OF- WAY AT PRESENT); THENCE ALONG THE CURVE TO THE LEFT BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 SAID CURVE HAVING A DELTA OF 008°35'47", A RADIUS OF 5779.65', A LENGTH OF 867.16', A CHORD BEARING OF S81°21'35"E, AND A CHORD DISTANCE OF 866.35' TO A POINT OF TANGENCY IN THE SAID RIGHT-OF-WAY LINE: THENCE CONTINUE ALONG THE RIGHT-OF-WAY OF SR100 S85°39'29"E A DISTANCE OF 1284.36' TO LANDS OF THE POLONIA SOCIETY AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (07-12-30-5550-00160-0030) AND TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION AS NOW IN USE; THENCE DEPARTING THE RIGHT-OF-WAY OF SR100 S00°09'41"W ALONG SAID WESTERLY LINE OF SECTION 8 A DISTANCE OF 479.76' TO THE SOUTHERLY LINE OF THE POLONIA SOCIETY LANDS; THENCE S89°45'41"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 720.47' TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID LANDS; THENCE N00°41'17"W ALONG THE EASTERLY LINE OF SAID LANDS OF THE POLONIA SOCIETY A DISTANCE OF 428.70' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE S85°39'29"E ALONG THE RIGHT-OF- WAY LINE OF SR100 A DISTANCE OF 1326.32' TO AN INTERSECTION WITH THE WESTERLY LINE OF BLOCK 14, TRACT 1, SECTION 8, ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, ALSO BEING THE NORTHWEST CORNER OF LANDS AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550- 00140-0000); THENCE S00°42'49"E ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 300.13' TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS COMPANYS SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, N88°35'17"E A DISTANCE OF 1320.49' TO A 4x4 CONCRETE MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 17: THENCE N89°27'03"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 662.91' TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1649 AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0035): THENCE S01°00'11"E ALONG SAID WESTERLY LINE A DISTANCE OF 44.86' TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS S85°39'50"E A DISTANCE OF 254.42' TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1651, AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0032); THENCE CONTINUE S85°39'50"E ALONG THE SOUTHERLY LINE OF SAID LANDS A DISTANCE OF 270.82' TO THE EASTERLY LINE OF SAID LANDS; THENCE N00°55'58"E ALONG SAID EASTERLY LINE, A DISTANCE OF 135.47' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT- OF-WAY LINE S85°39'29"E A DISTANCE OF 138.69'; THENCE DEPARTING THE RIGHT-OF-WAY LINE S00°51'24"E A DISTANCE OF 34.05' TO SAID NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 17: THENCE ALONG SAID NORTHERLY LINE N89°27'03"E A DISTANCE OF 397.59' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE RIGHT-OF-WAY LINE OF SR100 S85°39'23"E A DISTANCE OF 86.59' TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF 004°54'50", A RADIUS OF 11,509.19'; A LENGTH OF 987.07', A CHORD BEARING OF S88°06'54"E, AND A CHORD DISTANCE OF 986.77'; THENCE N89°25'41"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100 A DISTANCE OF 1778.54' TO THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF TRACT 2, BLOCK B, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SR100: THENCE CONTINUE ALONG THE SOUTHERLY RIGH-OF-WAY LINE OF SR100 N89°25'41"E A DISTANCE OF 66.42' TO THE NORTHWEST CORNER OF LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753 AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (16-12-30-0650-000B0-0020); THENCE ALONG THE WESTERLY LINE OF SAID LANDS, S01°45'35"E A DISTANCE OF 609.33'; THENCE N89°24'00"E A DISTANCE OF 658.42' TO THE EASTERLY LINE OF SAID LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753; THENCE N01°43'51"W A DISTANCE OF 610.14' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE N89°25'41"E A DISTANCE OF 19.40' TO THE WESTERLY LINE OF LOT 8, BLOCK 1, BUNNELL GARDENS; THENCE DEPARTING THE RIGHT-OF-WAY LINE S01°58'41"E A DISTANCE OF 79.38'; THENCE N88°57'01"E A DISTANCE OF 102.38'; THENCE N01°58'01"W A DISTANCE OF 78.53' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG SAID RIGHT-OF-WAY LINE N89°25'41"E A DISTANCE OF 649.03' TO A POINT OF CURVATURE, CONCAVE NORTHWESTERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 012°21'59", A RADIUS OF 1482.68', A LENGTH OF 320.02', A CHORD BEARING OF N83°15'40"E AND A CHORD DISTANCE OF 319.40' TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD, A 50' PUBLIC RIGHT-OF-WAY; THENCE ALONG THE SOUTHERLY RIGHT- OF-WAY LINE OF DEEN ROAD N88°56'33"E A DISTANCE OF 1526.50' TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PARCELS AS REFERENCED BY FLAGLER COUNTY: 17-12-30-0650-000D0-0010 ~ 5.2401 ACRES MORE OR LESS

- 17-12-30-0650-000D0-0011 ~ 5.2711 ACRES MORE OR LESS
- 20-12-30-0650-000A0-0010 ~ 16.1628 ACRES MORE OR LESS
- 17-12-30-0650-000B0-0000 ~ 5.706 ACRES MORE OR LESS (ALBERT)
- 18-12-30-5550-00120-0031 ~ 4.9726 ACRES MORE OR LESS (BUBBA)
- 18-12-30-5550-00120-0030 ~ 4.9772 ACRES MORE OR LESS (RHONDA)
- 13-12-29-1250-00100-0400 ~ 0.1256 ACRES MORE OR LESS (SCOTTS)

ALSO, LESS AND EXCEPT THE FOLLOWING:

LESS OVER 27 ACRES FOR ROADS AND RIGHTS-OF-WAYS INCLUDING DEEN ROAD, STATE ROAD 11, COUNTY ROAD 80, COUNTY ROAD 65, COUNTY ROAD 302, STATE ROAD 100(STATE ROAD 20), COUNTY ROAD 5 WEST(WEST BLACK POINT ROAD), BLACK POINT ROAD, EAST BLACK POINT ROAD AND VARIOUS OTHER ACCESS EASEMENTS AS RECORDED IN PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SUBJECT TO EASEMENTS AND ROAD RIGHTS-OF-WAYS AS RECORDED IN BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 7, AND ALSO AS RECORDED IN BUNNELL GARDENS, MAP BOOK 2, PAGE 6, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN CRESCENT SHORES, MAP BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A 300' WIDE POWER LINE EASEMENT ENCUMBERING 71.3435 ACRES, AND VARIOUS OTHER ENCUMBERING INSTRUMENTS FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

Exhibit "B"Amended City of Bunnell Zoning Map

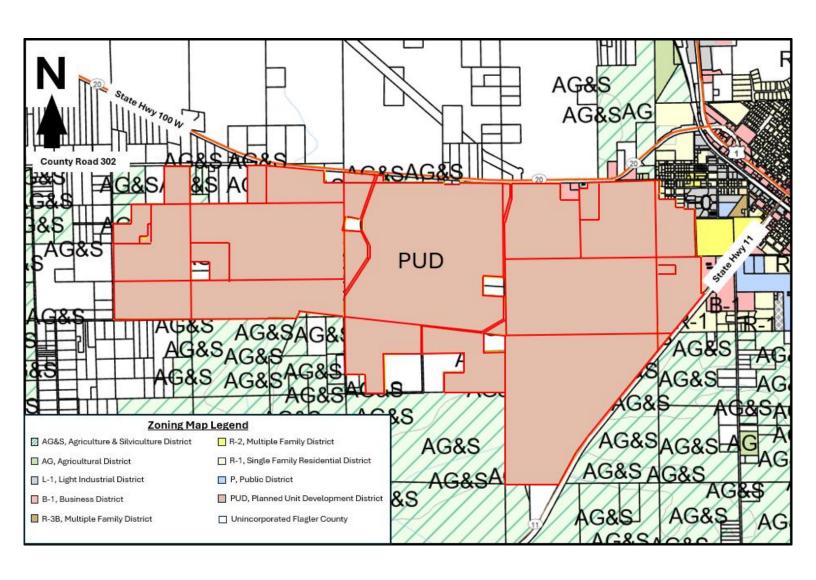


Exhibit "C"

Reserve at Haw Creek Planned Unit Development Agreement

RESERVE AT HAW CREEK PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT, (herein referred to as the "PUD Agreement") is made and executed this _____ day of _____, 2025, by and between the CITY OF BUNNELL, a Florida municipal corporation (herein referred to as the "City"), and the owner of the subject property, JM Properties X, LLC (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status), where they do hereby agree and covenant, and bind their heirs, successors, and assigns as described within this PUD Agreement.

WITNESSETH:

WHEREAS, JM Properties X, LLC, is the principal owner of 2,788(+/-) acres of land, and is more particularly described in Exhibit "B" (herein referred to as "Property" or "Subject Property"); and

WHEREAS, the Owner desires to develop the Property for a residential, commercial, and mixed-use development ("Project"); and

WHEREAS, the City adopted a large-scale amendment to the 2035 Comprehensive Plan for the purpose of revising the Future Land Use Map ("FLUM") pertinent to the Subject Property in order to ensure the accuracy and internal consistency of the plan, pursuant to Ordinance 2024-09; and

WHEREAS, the Subject Property has multiple Future Land Use Map designations that consist of Rural Estates, Single Family-Low Density, Single Family-Medium Density, Multifamily, Commercial-Medium, Industrial, and Public; and

WHEREAS, the City's Community Development Department, Infrastructure Department, Engineering Department, and City Clerk's Office, in order to ensure consistency of this PUD Agreement with the 2035 Comprehensive Plan and Land Development Code ("LDC"), have reviewed and considered the PUD Agreement; and

WHEREAS, professional City planning staff, the City of Bunnell Planning, Zoning and Appeals Board (PZA), and the City of Bunnell City Commission find that this PUD Agreement is consistent with the City's 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 finds that this PUD Agreement does not adversely affect the orderly development of the City as embodied in the City's Comprehensive Plan and LDC; will not adversely affect the health and safety of residents in the area; will not be detrimental to the natural environment or to the use of the adjacent properties in the general neighborhood; and the PUD Agreement will accomplish the objectives and meet the standards within Chapter 34, Article IV, Division 2, of the LDC; and

WHEREAS, the City of Bunnell City Commission further finds that this PUD 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 Bunnell City Charter*; the *City of Bunnell Land Development Code*; other controlling law; and the City's police powers; and

WHEREAS, this is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*; and

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Planned Unit Development ("PUD") is approved subject to the following terms and conditions:

Section 1. Recitals.

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

Section 2. Ownership.

- (a) The Owner hereby represents and warrants to the City that it is the principal Owner of the Subject Property in accordance with the Quit Claim Deed provided by the Owner, recorded in Book 2848, Page 1888 in the Public Records of Flagler County, Florida.
- (b) The Owner represents and warrants to the City that is has the power and authority to enter into and consummate the terms and conditions of this PUD Agreement; that all acts, approvals, procedures, and similar matters required in order to authorize this PUD Agreement have been taken, obtained, or followed, as the case may be; that this PUD Agreement and the proposed performance of this PUD Agreement by the Owner is not an *ultra vires* act; and that, upon the execution of this PUD Agreement by the parties, this PUD Agreement shall be valid and binding upon the parties hereto and their successors in interest.

Section 3. Approval of Planned Unit Development.

- (a) The City Commission of the City of Bunnell, at its ______, 2025 meeting, adopted Ordinance 2025-10 rezoning the Subject Property to PUD, Planned Unit Development, subject to the terms and conditions of this PUD Agreement.
- (b) The Owner acknowledges that if this PUD 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 Commission.
- (c) The current provisions of the LDC, as may be amended from time-to-time, shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically so identified will not be affected by the terms of this PUD Agreement and will be subject to enforcement and change under the same criteria as if no PUD Agreement were in effect.

Section 4. Planned Unit Development Criteria and Exhibits.

- (a) This PUD Agreement allows for a mix of uses with specific development criteria as established within the following exhibits:
 - 1. Exhibit "A" Reserve at Haw Creek Planned Unit Development Criteria
 - 2. Exhibit "B" Property Boundary Legal Description with Survey
 - 3. Exhibit "C" Reserve at Haw Creek Master Conceptual Plan
 - 4. Exhibit "D" Greenspace and Park Space Distribution
 - 5. Exhibit "E" Reserve at Haw Creek Zone Map
- (b) Exhibits "A" and "B" to this PUD Agreement are incorporated herein as if fully set forth herein verbatim.
- (c) In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this PUD Agreement and/or Exhibit "A", the textual provisions shall control.
- (d) Exhibit "C", The Reserve at Haw Creek Master Conceptual Plan, depicts the general layout of the entire development. The exact location of structures, lot lines, roadways, internal landscape buffers, wetlands, drainage facilities, and other improvements shown on the PUD Master Conceptual Plan may be modified during review of the Preliminary Plat/construction drawings and site development plans.
- (e) Exhibit "D", The Greenspace and Park Space Distribution, depicts general layout and distribution of park and greenspace for the community. Actual acreage and distribution will be a result of net developable area for each neighborhood as measured in acres and the resultant application of percentages of park and greenspace as outlined within the PUD.

(f) Exhibit "E", The Reserve at Haw Creek Zone Map provides a visual reference for zoning district locations. The zoning district language outlined within the Planned Unit Development Criteria corresponds directly with the locations as illustrated on this map.

Section 5. Governing Law; Compliance with Law.

- (a) This PUD Agreement shall be governed by and construed in accordance with the laws of the State of Florida, the LDC, and the Code of Ordinances of the City of Bunnell.
- (b) If state or federal laws are enacted after execution of this PUD Agreement, which are applicable to and preclude the parties' compliance with this PUD Agreement, this PUD Agreement shall be modified or revoked as necessary to comply with the relevant law.

Section 6. Third Party Rights.

This PUD 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 7. Attorney's Fees.

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

Section 8. 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 PUD Agreement, 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 PUD Agreement to the contrary, that failure shall not constitute a default under this PUD 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 9. 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 PUD Agreement.

(b) This PUD 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 PUD Agreement subject, however, to the provisions of Section 16.

Section 10. Disclaimer.

The provisions granted within this PUD Agreement and Exhibits shall not be construed as an exemption from any other applicable local, state, or federal laws, regulations, requirements, permits, or approvals.

Section 11. 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 PUD Agreement.

Section 12. Minor Amendments.

- (a) The following may be administratively authorized by City staff as minor amendments to this PUD Agreement:
 - Amendments to this PUD Agreement and/or Exhibits that are necessary for compliance with the provisions of this PUD Agreement, the LDC, or extrajurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process.
 - Application of the criteria set forth herein where there is not an exact application to the proposed use / development criteria. Application of comparable criteria as established herein may be interpreted by City staff in the application of development criteria.
 - 3. Application of parking space quantities that fall short of that which is required if within 5% of total required parking, and it is determined that the applicant provided research or other proof the parking is not required, staff may adjust the required parking for select uses.
 - 4. Any request that does not significantly affect the basic size, form, style, and appearance of the community and does not exceed allowed densities, setbacks, and heights as outlined in **Exhibit "A"** shall be allowed administratively.
- (b) Requests for minor amendments shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the City's LDC.
- (c) Denial of a requested minor amendment shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application

without a decision by the City, the applicant may apply for an amendment to the agreement.

- (d) Approved minor amendments shall be noted on the official submittal documents.
- (e) All minor amendments shall be documented in City recorded PUD documents for future reference.

Section 13. Major Amendments.

- (a) Any revisions to this PUD Agreement and/or Exhibits other than a minor amendment as described above shall require a major amendment approved by the City Commission after review and recommendation by the City's Planning, Zoning and Appeals Board.
- (b) Requests for major modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the City's general technical review process described in the LDC. Advertisement and notices shall be provided as if the application is one to rezone the property.
- (c) In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee title holders, mortgages, or lien holders who now or hereafter own property subject to this PUD Agreement mutually agree as follows:
 - The property owners' association, community development district, or other development governing agency established for governance within the Reserve at Haw Creek shall be authorized to represent and execute amendments to this Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.
 - 2. If any governing agency fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this PUD Agreement and applicable law.
 - For purposes of this section, a lot is "directly impacted" by an amendment to this PUD Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.
- (d) No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include:

- 1. Objections to a proposed amendment before the City's Planning, Zoning and Appeals Board or City Commission.
- 2. Seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law.
- 3. Consistency challenges as provided for in Section 163.3215, *Florida Statutes*, or any successor Florida Statute provision and/or City code.

Section 14. Variances.

Variances will be regulated in accordance with the standards for variances and the requirements for the granting of a variance as described in the LDC for only those conditions which allow for variances. The LDC variance application and notification process will be followed.

Section 15. Police Power and Sovereign Immunity Not Waived.

Nothing contained in this PUD Agreement and Exhibits shall be construed as a waiver of or contract with respect to the regulatory authority and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this PUD Agreement shall be construed as a waiver of or attempted waiver by the City of its Sovereign immunity under the constitution and laws of the State of Florida.

Section 16. Venue and Severability.

- (a) In the event of any claim, action, litigation, or proceeding under this PUD Agreement, venue shall be in Flagler County, Florida.
- (b) If any provision of this PUD Agreement is held by a court of competent jurisdiction to be invalid or otherwise enforceable, such holding shall not affect the validity or enforceability of any other provision of this PUD Agreement unless the holding so states.

Section 17. Effective Date; Implementation Date.

- (a) This PUD Agreement shall be effective upon the effective date of the City of Bunnell Ordinance 2024-09 after execution by all parties. The restrictions on use and development imposed by this PUD Agreement shall be binding upon all successors in interest in the Subject Property.
- (b) This PUD Agreement, and future amendments, shall run with the Subject Property in perpetuity as long as the physical development begins within 10 years. If no physical development has been initiated within 10 years of the effective date of this PUD Agreement, a 5-year extension may be requested in writing. If no extension requests are made in writing, this PUD Agreement shall become null and void.

Section 18. Complete Agreement; Agreement to be Recorded.

- (a) This PUD Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this PUD Agreement is hereby voided and superseded by this PUD Agreement.
- (b) Upon execution of this PUD Agreement by all parties, this PUD Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County, Florida, within thirty (30) days after its execution by the City.

IN WITNESS WHEREOF, the parties have caused this PUD Agreement to be duly executed by their duly authorized representatives as of the date first above written and hereto attached their hands and seals on the dates set forth below.

[SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE]

WITNESSES:	JM PROPERTIES X, LLC [OWNER]			
Witness 1	 By: Name: Title:			
Print Name of Witness 1	Date:			
Witness 2				
Print Name of Witness 2				
WITNESSES:	[APPLICANT, IF DIFFERENT FROM OWNER]			
1000	By:			
Witness 1	Name: Title:			
Print Name of Witness 1	Date:			
Witness 2				
Print Name of Witness 2				

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CITY OF BUNNELL, FLORIDA

	Catherine D. Robinson, Mayor
ATTEST:	Approved as to Form:
Kristen Bates, MMC, City Clerk	Vose Law Firm, City Attorney
Seal:	

Exhibit "A"

Reserve at Haw Creek Planned Unit Development Criteria

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	W. Town Center Development Requirements	
VI.	ZONING DISTRICTS	
VII(a).	Agri-Hood, Clustered (AGH-C)	
	Single Family Residential (SFR)	
	Single Family Residential Medium Density (SFRM)	
VII(d).	Multifamily Residential (MFR)	70
	Town Center Mixed Use (TC)	
	Light Industrial (LI)	
	Public	
	PLID REVIEW CRITERIA	

I. SUMMARY DESCRIPTION OF THE PROPERTY

A. The following chart includes the subject parcels of the proposed large scale land use amendment and planned unit development:

Survey Reference	Parcel ID (Flagler County)	Acreage +/-		
A1	16-12-30-0650-000A0-0010	136.99 ac		
A2	16-12-30-0650-000B0-0010	143.36 ac		
A3	16-12-30-0750-00010-0010	1.09 ac		
A4	16-12-30-0750-00020-0000	17.60 ac		
A5	15-12-30-0850-000B0-0040	56.89 ac		
A6	15-12-30-0650-000C0-0042	71.15 ac		
A7	16-12-30-0650-000B0-0000	311.88 ac		
Purchase from Weyerhauser	15-12-30-0650-000C0-0070	4.60 ac		
A8	22-12-30-0650-000B0-0011	3.03 ac		
A9	21-12-30-0000-01010-0010	425.04 ac		
B1	17-12-30-0650-000D0-0000	590.80 ac		
B2B	20-12-30-0650-000B0-0010	97.70 ac		
B2B	20-12-30-0650-000A0-0030	94.07 ac		
C1	18-12-30-5550-00050-0110	278.93 ac		
C2	18-12-30-5550-00010-0000	63.26 ac		
C3	18-12-30-5550-00030-0010	19.75 ac		
C4	08-12-30-5550-00130-0000	9.15 ac		
C5	18-12-30-5550-00120-0010	29.84 ac		
C6	13-12-29-5550-00010-0010	21.44 ac		
C7	13-12-29-5550-00080-0000	119.98 ac		
C8	13-12-29-5550-00150-0000	79.17 ac		
C9	13-12-29-1250-00100-0010	2.85 ac		
C10	13-12-29-1250-00010-0000	26.97 ac		
C11	13-12-29-1250-00100-0380	0.13 ac		
C12	13-12-29-1250-00100-0360	0.13 ac		
13F	18-12-30-5550-00130-0000	154.32		
6A	By Legal Description, See Survey	4.90 ac		
B2A	By Legal Description, See Survey	0.28 ac		
A2A	By Legal Description, See Survey	0.93 ac		
Roadway as illusustrated by GIS		21.27 ac		
	Total Area +/- as by GIS	2,787.50 ac		

Source: Boundary Survey, Flagler County Property Appraiser (2023) and Flagler County GIS (2023)

(Exhibit B) Survey and legal descriptions for the development outlined.

II. SUMMARY AND PURPOSE OF THE PUD & COMPREHENSIVE PLAN CONSISTENCY

A. This Planned Unit Development (PUD) is being submitted by Northeast Florida Developers LLC ("Applicant") the authorized agent of the property owners, JM

Properties X, LLC (the "Owner"). All references herein to the Applicant shall include the Applicant's successors and assigns. The Applicant is proposing a PUD for Reserve at Haw Creek located within the incorporated City of Bunnell in Flagler County, Florida. The subject site consists of approximately 2,788 +/- acres designated on the current Future Land Use Map (FLUM) of the 2035 Comprehensive Plan as Agriculture & Silviculture and Single Family-Low Residential. The parcels have zoning districts consisting of Agriculture & Silviculture (AG&S), Agriculture (Flagler) (AC), and Single Family Residential (R – 1). The subject parcels (the "Property") are located in the southwestern quadrant of State Highway 100 West (County Road 20) and State Highway 11 (West Moody Boulevard), ½ mile west of U.S. Highway 1 and five miles west of Interstate 95.

B. The proposed PUD follows a companion large scale Land Use Amendment (LUA) for the Property and shall be developed consistent with 2035 City of Bunnell Comprehensive Plan, as outlined herein. The PUD provides for the development criteria to allow for an integrated master planned mixed use community including residential, commercial, light industrial, support services, parks and recreation and conservation. The Community will include housing types ranging from affordable to market rate housing, consisting of detached and attached Single Family residential, including duplexes, townhomes, Multifamily, condominiums and Live-Work. A village center is proposed in the eastern portion of the subject property that will provide a mixture of neighborhood and community services, retail and commercial spaces, parks and trails, public services and amenities. The entire Community will include appropriate Infrastructure to support the development of Reserve at Haw Creek, including water, sewer, roads, etc.

III. PUD DEVELOPMENT SUMMARY

A. The Proposed Zoning District (PUD) and related land use (in italics) summarized below:

a.	Agri-Hood – Clustered (AGH-C) / Rural Estates LU	+/- 770 acres
	(1 DU/acre):	
b.	Single Family Residential (SFR) / Single Family Low-	+/- 1,515 acres
	Density LU (4 DU/acre):	
C.	Single Family Residential Medium Density (SFRM) /	+/- 80 acres
	Single Family Medium Density LU (8 DU/acre):	
d.	Multifamily Residential (MFR) / Multifamily LU (Min 8,	+/- 160 acres
	Max 20 DU/acre):	
e.	Town Center Mixed Use (TC) / Commercial Medium	+/- 50 acres
	LU (20 DU/acre):	
f.	Industrial / Industrial LU	+/- 200 acres
g.	Public / Public LU	+/- 13 acres

Total Gross Acres +/- 2,788 acres

B. Use types and acreage ranges are proposed as follows.

a. Total Project Area

+/- 2,788 acres

b. Wetlands / Conservation (estimated only, subject to +/- 1,200 acres environmental permitting)

c. Potential Net Developable Area (estimated only)

+/- 1,588 acres

d. Potential Net Developable by Use Type (Note: net acres vs gross acres above)

i. Residential: 1,000 acres low – 1,515 acres high
 ii. Commercial/Retail: 15 acres low – 50 acres high

iii. Fire and Rescue / City: 7 acres min - 8 acres high

iv. Public Services: Minimum 13 acres

v. Light Industrial / RV Resort 15 acres low – 200 acres high

vi. Conservation: Minimum 1,115 acres

C. Maximum Community Densities.

a. Residential, including Single Family

detached 6,100 units

and attached units, all types

b. Commercial / Retail 625,000 square feet

c. Industrial 850,000 square feet

d. RV Resort 650 sites

e. Public Service By Land use

D. Potential Phasing. The following represents potential development implementation and phasing for planning purposes only. Multiple factors impact the implementation of a community, including the economy, market trends, permitting time frames, environmental factors, etc. The following does not apply any restrictions to densities or timing but is merely included as a planning tool for one scenario as to how the community may be developed for infrastructure planning only and may be updated throughout the process outside this PUD without having to modify this chart within the PUD.

Use Type	Ph 1A	Ph 1B	Ph 2A	Ph 2B	Ph 3A	Ph 3B	Total
Residential	600 du	800 du	1,250 du	1,350 du	1,150 du	950 du	6,100 du
Commercial / Retail / Office	0 sf	20,000 sf	25,000 sf	75,000 sf	120,000 sf	80,000 sf	320,000 sf
Light Industrial	4 ac	76 ac	0 ac	0 ac	0 ac	0 ac	80 ac
RV Resort	0 pd	150 pd	0 pd	300 pd	0 pd	200 pd	650 pd
Public Services	13 ac	0 ac	0 ac	0 ac	0 ac	0 ac	0 ac

IV. DEFINITIONS

- A. The following words, terms, and phrases, when used in this PUD written description, shall have the meanings ascribed to them in this section:
 - a. Affordable Housing As applicable to this PUD, single family attached or detached housing, built and sold fee simple to the same standards as adjacent housing, deeded as affordable and sold fee simple to individuals who qualify for affordable housing down payment assistance as outlined herein.
 - **b. Area Regulations** The allowable development guidelines per parcel or Lot as expressed through setbacks, Building Site Area Regulations, maximum Lot Coverage, height regulations, abutting road surface and parking requirements.
 - **c.** Attached housing, Duplex An attached residence, joined by one wall, totaling two units. Owner lives in one side of the duplex and rents the other side.
 - **d.** Attached housing, Paired Villa A duplex where each unit is sold fee simple to different individuals.
 - **e.** Attached housing, townhome An attached residence with multiple units sharing a joint wall, with each unit sold fee simple. Townhomes are typically 4, 6, 8 or 10 units per building.
 - f. Auxiliary Verbs Language throughout this document outlining either mandatory requirements or options through the following words:
 - i. Shall, required, must = mandatory requirements.
 - ii. Should, may, encouraged, incentive = optional requirements.
 - **g.** Bed and breakfast inns A building, residential in nature, built for the purpose of renting rooms in a similar manner as a hotel.
 - h. Building Area The total area taken on a horizontal plane at the average ground elevation of the principal building and all accessory buildings exclusive of uncovered porches, terraces and steps or unenclosed covered structures such as breezeways, roof overhangs or gazebos, amongst others.

i. Building Height

- i. Residential buildings and/or accessory structures as measured from the average ground elevation to peak of the roof. Cupolas and architectural features may extend above the designated height without restriction.
- **ii.** Buildings other than residential, as measured from the average ground elevation to the top of parapet or peak of roof.
- iii. The height limitation for all improvements within this PUD does not apply to decorative/architecture rooftop structures including, without limitation, screening mechanical equipment, elevator shafts, roof access, spires, belfries, cupolas, parapets, antennas, chimneys, fire towers, cooling towers, ventilators, and other apparatus not intended for human occupancy.

- **iv.** In no event do building height definitions supersede compliance with applicable fire code compliance for the community.
- **j. Building Site Area Regulation** The defined minimum size of a Lot within a zoning district identified by minimum area and minimum width.
- k. Community The area within Reserve at Haw Creek that encompasses the built and natural environments. The Community is comprised of mixed land uses, including but not limited to residential, commercial, office and light industrial as well as services supporting the Community such as conservation lands, parks, civic uses, and professional services. The Community includes necessary Infrastructure to support the development and functioning of the Community.
- I. Clustered Lots Lots smaller than the base zoning, arranged together, with the difference in size of allocated versus proposed being utilized for greenspace, lake, amenity, and the like. The net result of land utilized is the same, the homes are "clustered" on a smaller portion to allow a Community-wide use of the balance.
- m. Commission The City commission of the City of Bunnell.
- **n. Driveway -** A short road or paved area leading from a public road to a house or garage.
- **o. Dwelling Unit** One or more rooms including a kitchen designed as a unit for occupancy by only one family for cooking, living, and sleeping purposes.
- p. Home based daycare daycare allowed within a Single Family Detached residence also serving as a primary home. Number of children, employees, and parking regulated by state requirements for a home-based daycare.
- q. Impervious Surface Impervious surface shall mean any part of any parcel of land that has a surface or compacted cover of material that impedes or restricts infiltration of rainfall into the soil. Impervious surfaces include, but are not limited to, building roofs; parking lots; parking areas formed with compacted soil, clay, shell or gravel; paved driveways; concrete patios; sidewalks; walkways; compacted clay, and athletic courts. The following are not considered impervious, including wood slatted decks, boardwalks, docks; water area of natural lakes; stormwater retention ponds and swimming pools.
- r. Infrastructure A term used to generalize the services required for the Community to successfully function, including roads, sidewalks, and utilities such as water, sewer, power, data.
- **s.** Land Use Land use is the allowable use on a parcel or Lot of land, as applicable.
- t. Live-Work A type of mixed-use building that consists of retail and/or office on the ground level and residential living for the proprietor of the business either behind or above the commercial use.
- u. Lot A single parcel of land or a portion of a subdivision sold and developed for residential use, commercial use or industrial use, the boundaries of which have been established by some legal instrument of record, which is recognized and intended as a unit for the purpose of transfer of ownership.

- v. Lot Coverage The maximum allowable Building Area on an individual parcel expressed as a percentage.
- w. Manufactured Home A building built offsite in a factory and shipped to site and set in place on a permanent foundation. Manufactured homes tend to offer a lower priced housing option due to less stringent building code requirements vs site built or pre-fab construction. See definition for pre-fab building.
- x. Mobile Home A residential dwelling built off-site in a factory and shipped to site on a on streets or highways on its own wheels or a flatbed or other trailer, and arriving at the site. Mobile homes may not have permanent foundations, instead are may be set on jacks or other temporary or permanent foundations. Mobile homes meet FHA construction requirements instead of same building code requirements as site built structures.
- y. **Multifamily** A residential building with multiple "units" and multiple families living in each unit. Typical Multifamily units include apartments for rent or condominiums, and it is not uncommon for Single Family attached buildings, townhomes, to also be referred to as Multifamily.
- z. Non-Conflicting Hours (related to shared parking) Non-Conflicting Hours of use is defined as two or more users whose peak parking time is different than the other use. An example includes a church and bank sharing parking where a church's typical peak parking occurs Wednesday after 6 and Sunday throughout the day and a bank's typical peak parking occurs from 9 am to 6 pm M-F, sometimes 9am to 1 pm Saturday.
- **aa. On-Street Parking** Parking within the right-of-way that is added beyond the normal travel lanes. Designated parking may be parallel parking or angular parking, provided adjacent travel lanes accessing said parking remain at minimum defined width. Designated On-street Parking may count towards total parking required for adjacent uses as defined by use.
- **bb.Open Space –** All shared vegetated areas of land or water within the Community, including protected wetlands, uplands, greenspace, and park space as identified here within.
 - i. **Greenspace** Any vegetated area of land or water within the developed portion of the Community.
 - ii. **Park** A greenspace within the Community for active and passive recreation use by the Community and Bunnell Community at Large. Within the commercial, town center area, outdoor plazas, courtyards, dining, seating spaces and other active outdoor areas qualify towards the park requirements.
- cc.Outside Storage The outdoor placement or leaving of merchandise, products, or materials in bulk quantities for future use or preservation; and associated with land uses such as the rental, distribution, or wholesale sale of products, supplies, and/or equipment. This definition excludes outdoor display of product for retail sale, vehicle dealerships, nurseries, and similar uses.

- dd.Parking, off street Off street parking includes parking that is not on public / community roads or property. Off street parking is a designated lot, parking structure, drive, garage or other private space located on the parcel it serves. Mixed uses allow for off street parking to not be located on the same parcel as defined herein.
- **ee.Parking, on-street -** On Street parking includes parking that is on public / community roads or property. On-street parking is a defined parking space, striped / denoted as such, and not inclusive of a travel lane.
- ff. Pre-Fab Building- A modular prefabricated building or structure built to current Florida building codes that may consist of multiple sections that are constructed at a remote facility. The sections are transported to the building site on truck beds and set together on a permanent foundation by cranes with finishing completed by construction crews on site. Once together and sealed, the building becomes one integrated wall, floor and roof assembly like any site built structure Pre-Fab modular buildings and homes do not have axles or a fixed chassis and designed not to be moved once placed on site. Pre-Fab residential buildings differ from "Manufactured" homes by application of building code requirements. Pre-Fab meet the same full Florida building code as any site built structure whereas manufactured homes meet manufactured homes construction and safety standards.
- **gg.Public Services** Those service provided by public, quasi-public or private entities providing services such as water, sewer, power, data, libraries, fire, police, garbage, recreation, etc.
- hh.PUD Planned Unit Development (PUD), is a zoning document that establishes zoning and other allowable / non allowable development parameters to a specific parcel of land. The PUD will have a companion PUD Map identifying where zoning districts are located, and the PUD identifies what uses are allowed and how development can occur within each of the zoning districts. A Site Plan for each development parcel is required to be submitted to the governing authority (City of Bunnell) that illustrates compliance with PUD criteria.
- ii. PUD Map A Planned Unit Development (PUD) map is a graphical illustration of zoning districts as outlined within a companion PUD document, which includes the allowable development criteria. The PUD Map is attached as Exhibit C. The PUD Map indicated the preliminary, general layout for the Community for construction of development. The location and size of all lots, roads, project entrances, recreation/open space and other area shown on the PUD Map are conceptual such that the final location of any roads, project entrances, recreation/opens pace, and other area will be depicted on the final development plan and the final engineering plans for the particular phase of the Community.
- **jj. Recreation, Active** Active recreation includes buildings, fields, playgrounds and structures that allow for the physical exertion of exercise.
- **kk.Recreation, Passive** Passive recreation includes natural elements, supporting appurtenances such as, but not limited to, benches, raised gardens and gazebos for leisurely activities.

- **II. Ribbon Driveway** Ribbon Driveways consist of two parallel tracks paved with a hard material and separated by an unpaved area, such as turf, ground cover or gravel.
- **mm. Setback, Front Yard –** The minimum distance from the front Lot line to the building foundation.
- **nn.Setback**, **Rear Yard** The minimum distance from the rear Lot line to the building foundation.
- **oo.Setback, Side Yard** The minimum distance from the side Lot line to the building foundation.
- **pp.Setback, Street Side Yard** The minimum distance from the side Lot line adjacent to the street / Right-of-way and the building foundation.
- **qq.Single Family Attached** A type of multifamily building that comprises of a single residential building on a single Lot that is attached to the adjacent building by common wall. Each building is intended for one family to live in at one time. Common examples include a duplex, paired villa, and townhome.
- **rr. Single Family Detached –** A single residential building, typically on a single Lot, intended for one family to live in at one time.
- **ss.Site Plan** A detailed drawing (architectural, engineering and/or construction drawing) illustrating a proposed development. The drawing is utilized for Site Plan Review and permitting compliance by agencies.
- tt. Site Plan Review Review of submitted Site Plan for compliance with the criteria established by the PUD.
- uu.**SJRWMD** St Johns River Water Management District.
- **vv. Special Exception –** Requires City of Bunnell Staff and/or Planning Board approval.

V. GENERAL CRITERIA

The following PUD applies zoning to create a fully integrated master planned community to be known as Reserve at Haw Creek. The outlined zoning provides housing types ranging from detached and attached Single Family residential, including duplexes, townhomes, Multifamily, condominiums and Live-Work. A mixed-use village center will provide a mixture of neighborhood and community services including commercial, office and mixed use.

The community will integrate infrastructure, public services, parks, trails and amenities throughout to support Reserve at Haw Creek Community as well as the Bunnell community at large. The zoning is inclusive of natural environmental features programmed as conservation, wildlife corridors and active and passive Open Space. The Community will provide for landscaping throughout, conducive to Florida Friendly planting principles, enhancing development around the various watersheds and activating pathways, plazas, and public spaces.

The criteria outlined here within applies to Reserve at Haw Creek only:

- **A. Unified ownership -** All land within Reserve at Haw Creek is under unified ownership, see attached boundary map and parcel numbers.
 - a. Community Governance The community will be governed by a property owners' association (such as a Homeowners Association ("HOA") and/or Community Development District (CDD).
 - i. The Community Governance may be governed by one or more entities as provided below.
 - ii. There may be multiple associations, one master community wide association and then multiple individual associations representing sub-districts within the Community (i.e., a CDD for the entire development, then each neighborhood may have individual HOAs).
 - iii. Other associations may be formed, but are not required, with more specialized authority, as deemed necessary. An example may include architectural review board (ARB).
 - iv. Portions of the Community may be sold to other developers, and in such case, they are required to provide Community governance as outlined herein. Any governing entity of differing ownership shall work together to apply and manage all criteria as outlined within this PUD and companion Development Agreement and underlying land use.
 - **b. Community Development District Bonding -** The PUD criteria does not require nor prohibit Reserve at Haw Creek from forming a community development district for funding and managing the infrastructure for the development of all or a portion of the community.
- **B. City of Bunnell Land Development Code –** This PUD outlines specific development patterns for application to the Reserve at Haw Creek. Any item not addressed within this PUD shall be regulated by the City of Bunnell Land Development Code by default.
- **C. Silviculture** Silviculture uses may continue as a permitted use on all or any portion of the Property until build-out.
- **D. Land Clearing** Land clearing and processing of land clearing debris shall be permitted on all or any portion of the property, provided, however, land clearing debris may be processed only in conformity with applicable fire codes and other applicable chapters of the Bunnell, FI Land Development Code.
- **E. Sales Center -** Temporary sales centers are allowed during development, regardless of zoning or use. If a sales center is to be converted to a "for sale" or permanent use after sales, then the final "converted" for sale product shall comply with all PUD zoning requirements and other City of Bunnell Land Development Code requirements not addressed by this PUD
- **F. Mobile Home Prohibition –** Mobile homes are not permitted within Reserve at Haw Creek Community other than for use as temporary construction trailers

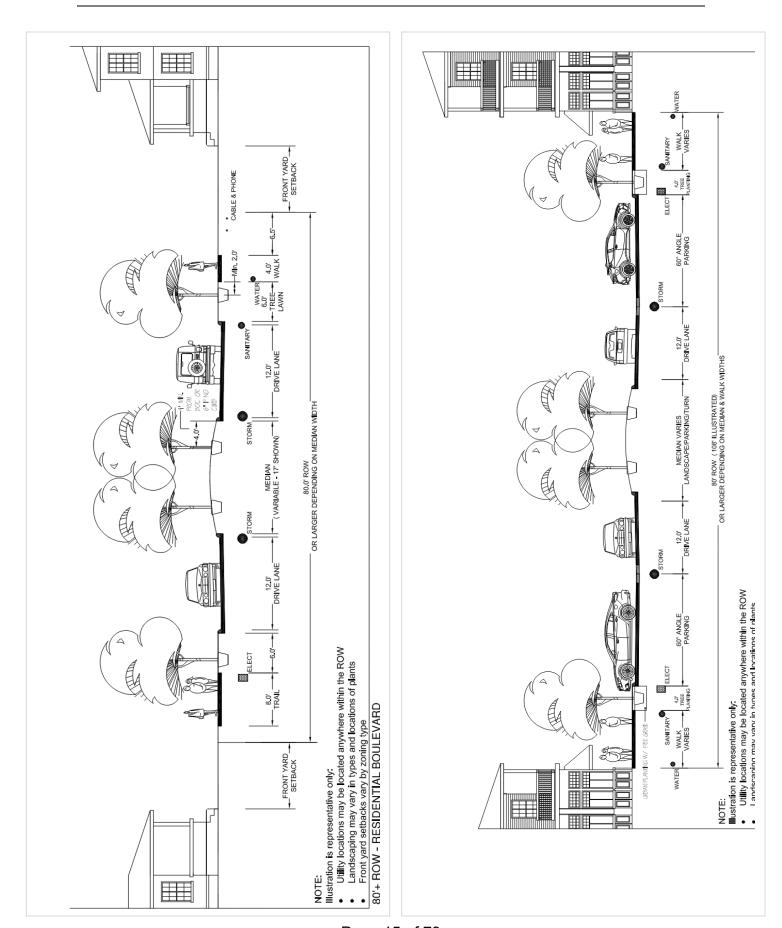
(during active construction) and temporary sales centers.

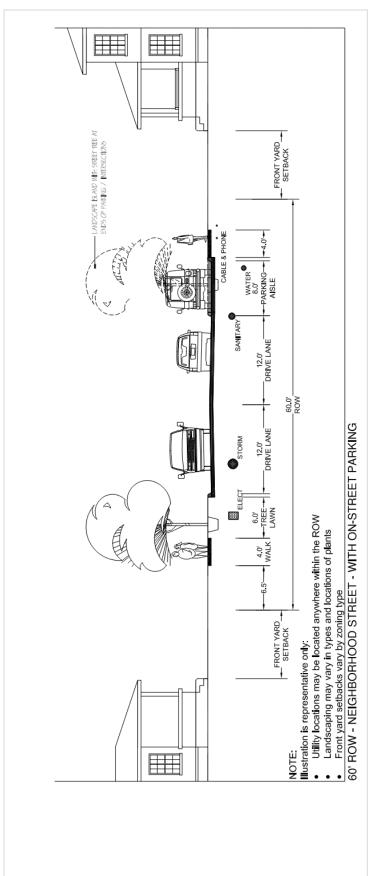
- **G. Construction Methods** Single Family, Multifamily, hotels and comparable buildings may be built on-site conventionally "stick built" or within a factory Prefab Building and shipped to location for assembly, as long as the factory built comply with the same building code requirements as on-site built. Lower quality "manufactured housing" and "mobile homes" that are built in compliance with different building code requirements are not allowed.
- H. Well and Septic Individual residential well and septic systems are prohibited within the Reserve at Haw Creek Community. Irrigation wells are allowed on individual residential, commercial and industrial parcels. Private community well and septic systems (aka Package Plants) are allowed for development pods, when it makes sense to minimize environmental impacts. Such private community systems shall be dedicated to the City.
- I. Affordable Housing Throughout the Reserve at Haw Creek, 10% of housing shall be dedicated assisting working-class individuals and family into home ownership. Many common and necessary jobs, teachers, police officers, nurses, city employees, restaurant staff, etc. make it difficult for citizens to save for a down payment, and are often relegated to more expensive monthly rent payments compared to mortgage payments. With the Reserve at Haw Creek, this program is established to incentivize home ownership through down payment assistance. The homes will be built and sold to the same standards as adjacent homes. What dictates affordability is the applicant's income level and qualifications for down payment assistance by as established by Flagler County, City of Bunnell or other agencies. The following shall apply to affordable housing within the Community:
 - a. A minimum of 10% of homes shall be dedicated affordable, applied to each neighborhood, dispersed and integrated throughout the community.
 - b. Home style, build methods and sales price don't differ from market rate housing.
 - c. The homes shall be deeded "affordable" and remain deeded for re-sale as "affordable"
 - d. Applicants shall qualify under the median and low income categories as defined by Flagler County Affordable Housing Guidelines for down payment assistance.
 - e. The program is for down payment assistance, monthly payments, CDD fees and other fees remain the same as market rate homes.
 - f. Resale of deeded home shall remain in the program and homeowner will be required to sell to another applicant complying with affordability guidelines.
- **J. Open Space and common facilities requirements –** Sixty percent (60%) or more of Reserve at Haw Creek Community shall be retained in Open Space, inclusive of green portion of rights-of-way, stormwater management, natural protected wetlands and uplands and common space.

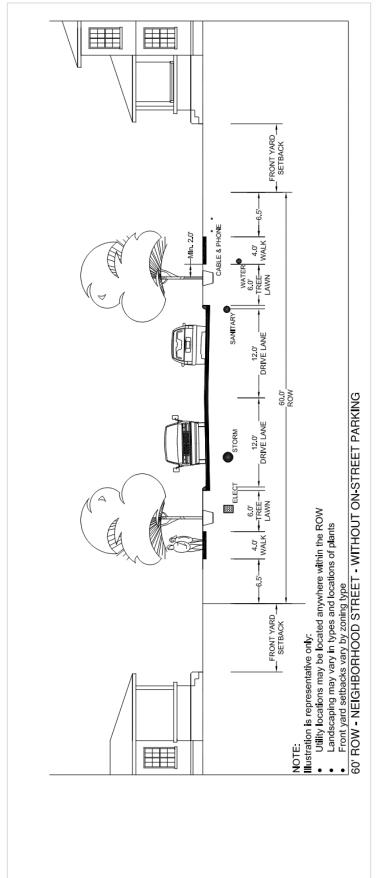
- a. Distributed throughout this required 60%, a minimum of twelve percent (12%) of net residential neighborhoods shall be reserved as greenspace, of which:
 - i. A minimum fifty percent (50%) of this net 12% greenspace shall be implemented park space within each residential neighborhood and/or residential pods.
 - ii. A minimum of twenty percent (20%) of this net 12% greenspace shall be implemented as park space within the town center.
 - 1. Paved outdoor plazas and dining count towards the 12% park space.
 - 2. Paved pedestrian gathering spaces, including benches shall count towards the 12% park space.
- b. Common Open Space shall be dedicated to and usable by all residents of the planned unit development community as well as the Bunnell community at large.
- c. The location, shape, size, and character of common Open Space must be shown on any Site Plan submitted for approval.
- d. Common Open Space must be suitably improved for its intended use. Common Open Space containing natural features worthy of preservation may be left unimproved.
- e. Common Open Space shall allow for structures and hardscape supporting the recreational or intended use, including maintenance.
- f. Common Open Space shall be maintained by Reserve at Haw Creek through an established organization such as a HOA, trust, CDD or other suitable means.
- g. Master retention may be utilized for greenspace requirements, up to the percentage of retention allocated towards the parcel / area.
- h. See Exhibit D, "Greenspace and Park Space Distribution" for distribution methodology of open space, greenspace, and park space.
- i. The application of wetlands and adjacent buffers as greenspace shall be placed into conservation at time of infrastructure platting.
- K. Underground utilities All new utilities implemented within Reserve at Haw Creek Community shall be installed underground, inclusive of telephone, television cables, and electrical (except existing transmission lines). Appurtenances to these systems and primary facilities which customarily require above ground installation may be exempted.
- **L. Road Right-of-way** The following road right-of-way criteria shall be applied by each zoning district as outlined within the respective district. Road right-of-way shall contain the following.
 - a. Collector Road / Spine Road this is the primary road system that connects to highways 11 and 100, and the internal neighborhood local roads connect to this system. Within Reserve at Haw Creek, the collector shall be a minimum eighty (80) foot Right-of-way or larger.
 - b. Lots fronting spine road Min. lot size shall be 60' wide. Lots 60' to 65' in

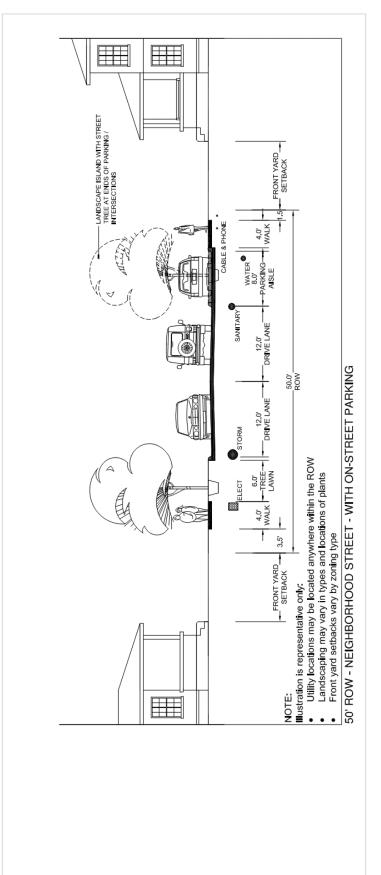
- width shall utilize a shared drive between two lots when access is directly from the spine road. Lots 66' and larger may utilize their individual drive per lot, or a shared drive between two lots.
- c. Local Roads these roads serve the individual neighborhoods and connect to the collector roads for access with the neighborhood.
 - i. The main road serving the neighborhood, which connects to the collector road shall be minimum sixty (60) foot right-of-way in width or larger.
 - ii. All other roads within the neighborhood, other than the main neighborhood road, shall be fifty (50) foot right-of-way in width or larger.
- d. Alley an alley is a limited access drive serving the side and/or rear of lots within a neighborhood. Alleys allow for locating utilities behind parcels and rear loaded garages, creating a more walkable, less cluttered neighborhood from a street perspective. Alleys, where utilized, shall be a minimum twenty-two (22) foot width or larger and shall establish the designated land area through either an easement, tract or right-of-way.
- e. Sidewalks a minimum four (4) foot concrete sidewalk shall be provided on at least one side of the road within fifty (50) foot and sixty (60) foot rights-of-way. Two sidewalks, one, a minimum four (4) foot wide shall be provided on one side of the road, the other side a minimum of eight (8) feet wide for rights-of-way eighty (80) foot or larger.
- f. All utilities within the Community shall be located underground and coordinated accordingly to allow for proper spacings to avoid conflicts. The exhibits shown represent a method to 1) avoid conflicts and 2) protect utilities from above ground impacts during construction and down the road with Community improvements / maintenance.
- g. On-street parking is not only allowed but encouraged throughout the Reserve at Haw Creek community. To encourage on-street parking, required parking counts for each zoning district may be satisfied with the implementation of on-street parking, in part or in whole, as outlined within parking and loading requirements and each zoning district.
- h. On-street parking requirements On-street parking shall be provided within each residential neighborhood at the rate of 2 on-street parking spaces per 5 homes. On-street parking shall be independent parking spaces, striped as such and off travel lanes. Parallel, angled or 90 degree spaces adjacent to lanes may apply, as well as off street parking lots within neighborhood parks / greenspace.
- i. The side of or portion of neighborhood roads without designated on-street parking shall be signed "no parking".
- j. On-street Parking shall not block any Driveways.
- k. Lots adjacent to CR 65 and CR 80. A twenty-five (25) foot buffer is required adjacent to CR 65 and CR 80. The existing ditch adjacent to roads shall remain and individual lots don't have right to drain into ditch nor do individual lots have right to cross over ditch between their property and existing roadway.

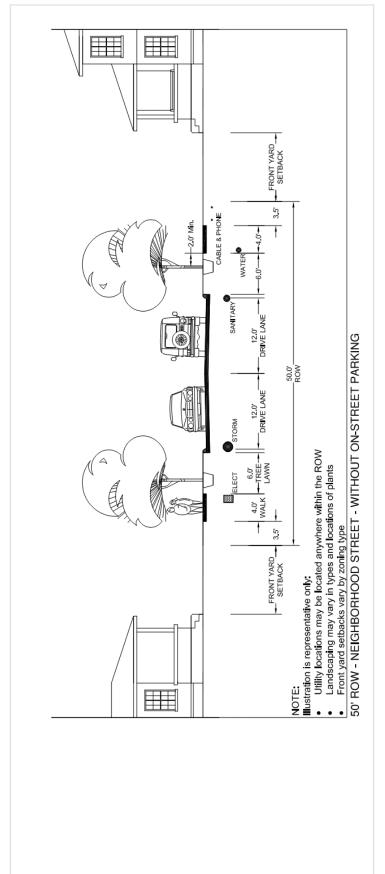
- I. The following illustrations provide visual guidance for the implementation of rights-of-way within Reserve at Haw Creek:
 - i. The illustrations are representative only, not mandatory layouts as multiple design approaches may be implemented and engineered drawings shall be approved by City in context to illustration and required separations.
 - ii. All utilities are representative of best practices and may be located in different locations as suitable for each road section.
 - iii. Landscaping is representative only and multiple types and sizes of threes, shrubs and groundcover may be utilized to provide variety throughout the community.

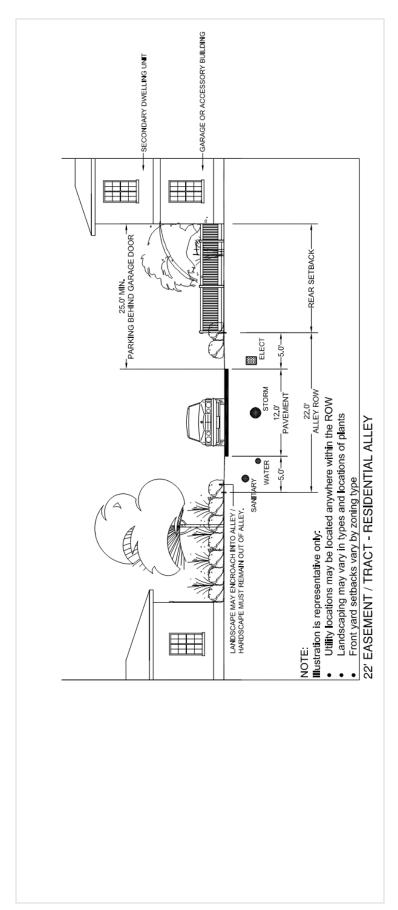












- M. Parking and Loading Requirements Adequate parking shall be provided for each use relative to the individual needs of the respective use within Reserve at Haw Creek Community. These requirements for parking are intended to ensure suitable parking availability, whether off-street, on-street or a combination thereof and are intended to allow for creative application of shared parking, the use of Onstreet Parking and other avenues to reduce overall impervious surfaces and create a "greener" Community through smart design principles.
 - a. General off-street parking requirements.
 - i. For all uses, at such time any building or structure is erected, enlarged, or changed in use creating different parking requirements, the adequate number of parking spaces shall be provided for automobiles, and where appropriate bicycles, motorcycles and golf cart.
 - ii. Residential parking may consist of a parking lot, driveway, garage, on-street parking or combination thereof and shall either be located on the lot/parcel they are intended to serve or if a shared Lot or on street parking, within 400 feet of entry to the residential unit.
 - iii. Parking within the town center zoning district shall be either on the same Lot or within 1,200 feet of the building it is intended to serve measured from the nearest point of the parking space / Lot, without crossing any major thoroughfare, i.e. collector road or higher.
 - iv. Shared non-residential parking between uses use is encouraged within the town center, and when utilized, may reduce the required quantity of parking stalls by fifty (50%) percent for each respective use.
 - v. Shared non-residential parking between uses with non-conflicting hours of use is encouraged, and when utilized, may reduce the required quantity of parking stalls by seventy-five (75%) for the lower quantity use, when the higher quantity use provides the required parking quantity. Parking facilities shall be located not to exceed 700 feet from each use.
 - vi. The minimum number of parking spaces per use shall be determined in accordance with the list of parking spaces required as identified below.
 - 1. In the case of a use not mentioned, the requirements for the number of parking spaces shall be the same as for the most similar use specifically mentioned.
 - Required parking shall be for occupants, employees, visitors, patrons and shall be limited in use to motorized and electric vehicles. The storage of merchandise, motor vehicles for sale, or the repair of vehicles is prohibited in any required spaces.

- vii. In no event shall parking be designed in a manner that would allow any sidewalk to be blocked.
- viii. Garages are not required for residential Lots within Reserve at Haw Creek Community, off-street parking may be satisfied by a driveway and/or garage.

b. Aisle Widths

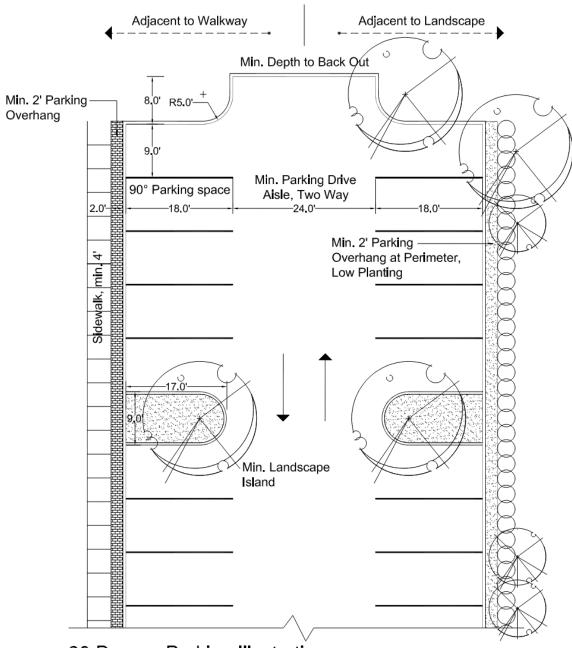
- i. Drive-aisles adjacent to On-street Parking or off-street parking shall be a minimum twelve (12) feet in width per lane.
- ii. One way circulation within off street parking Lots may reduce drive aisle width as follows:
 - 1. twenty-two (22) foot total width for one way circulation for ninety (90) degree parking,
 - 2. eighteen (18) foot total width for one way circulation for sixty (60) degree parking and
 - 3. sixteen (16) foot total width for one way forty-five (45) degree angled parking.
- iii. Residential Driveways shall be a minimum nine (9) feet in width unless a Ribbon Driveway is utilized.
- c. Parking Stalls shall be a minimum nine (9) foot wide by eighteen (18) foot long for standard ninety (90) degree parking. Angled Parking shall net a clear nine (9) foot x eighteen (18) ft.
- d. All Parking shall provide for a minimum two (2) feet vehicular overhang, which may be applied by adding a paved or landscaped buffer strip adjacent to the curb, between walkway and/or landscape beds, increasing depth of parking stall to twenty (20) feet and providing a parking stop two (2) feet from edge of stall, see exhibits below for illustration of applications.
- e. Where a vehicle is required to back out from a parking Lot, private drive or road aisle, a minimum eight (8) feet clear depth shall be required for backing.
- f. All off-street parking shall be either a sealed surface, pavers or pavers with open cells filled with coquina. Open cell pavers with turf fill may be utilized in special situations for low use / overflow parking when adequate documentation can be provided that the turf will sustain the limited use, defined as 2 days or less per week (examples include a lift station access drive and service vehicle parking or community band shell parking where events are limited to 2 days a week or less).
- g. Bike racks / bicycle parking shall be provided for all commercial uses, all active recreation facilities and attached residential with a density of 10 du/ac or larger.
 - i. Bicycle parking shall be provided minimally at a rate of:

- 1. 1 space per 15,000 sf for commercial (standard rounding applies).
- 2. 2 spaces per building, structure, field for active recreation.
- 3. .05 bicycle parking spaces per bedroom for attached residential.

ii. design parameters:

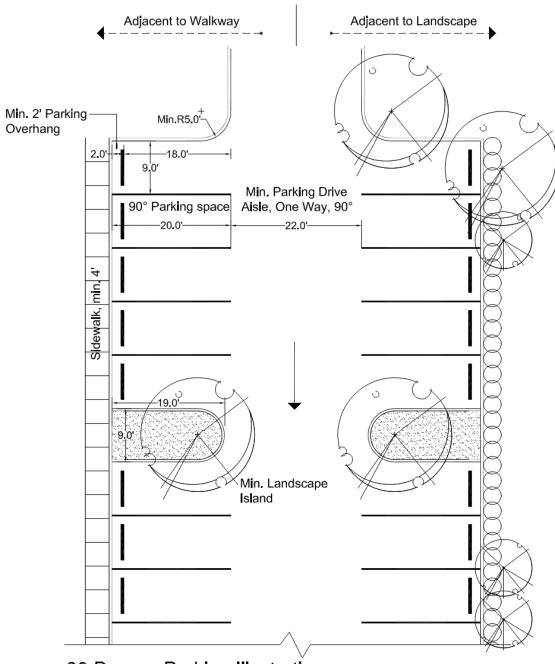
- 1. Be located as near to the principal entrance of the building as practicable. Bicycle parking should be located as close to the entrance of the building it serves as the nearest car parking space.
- 2. Be located so as not to interfere with pedestrian flow on the sidewalk and should not be placed directly in front of entrances, doors or disabled parking spaces.
- 3. Be designed to allow the frame and wheels of each bicycle to be secured by a lock.
- 4. Be anchored to resist rust or corrosion, or removal by vandalism
- Be consistent with the surroundings in color and design and be incorporated whenever possible into buildings or street furniture design.
- h. Motorcycle parking may be provided complying with the following design parameters:
 - i. Motorcycle spaces shall be a minimum of four and a half (4.5) feet in width and nine (9) feet in length.
 - ii. Concrete, asphaltic, pavers or other material that will support a motorcycle and not be damaged by the motorcycle kickstands is required for the motorcycle parking spaces.
 - iii. Motorcycle parking shall be signed as such.
- Golf cart parking may be provided complying with the following design parameters:
 - i. Golf cart parking spaces shall be a minimum of four and a half (4.5) feet in width and nine (9) feet in length.
 - ii. Golf cart parking shall be signed as such.
- j. Parking Credit up to 25% reduction is vehicular parking may be applied within the town center, commercial uses, industrial uses and attached housing 10 du/ac or larger at a rate of:
 - i. 1 for 1 when designated motorcycle parking is provided as outlined above

- ii. 1 for 1 when designated bicycle parking is provided beyond the minimum requirements provided above.
- iii. No credit for golf cart parking.
- k. See following exhibits illustrating application of a variety of parking requirements:



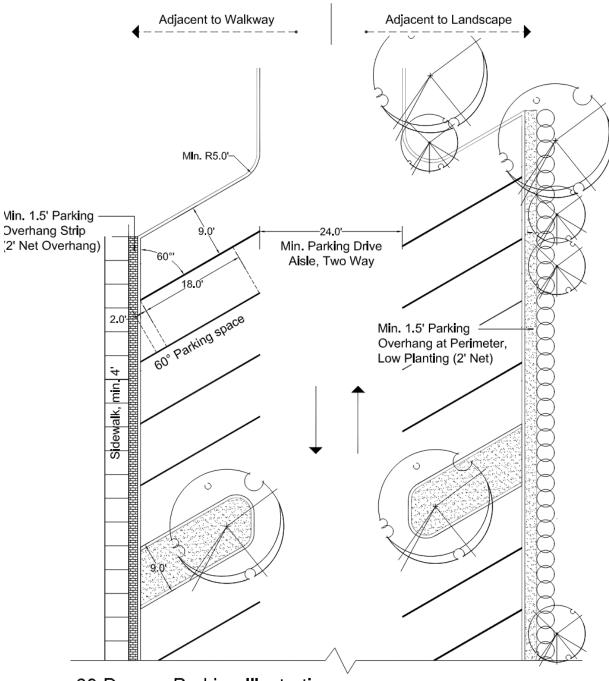
18' Depth Parking Stall Application

- Two Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application



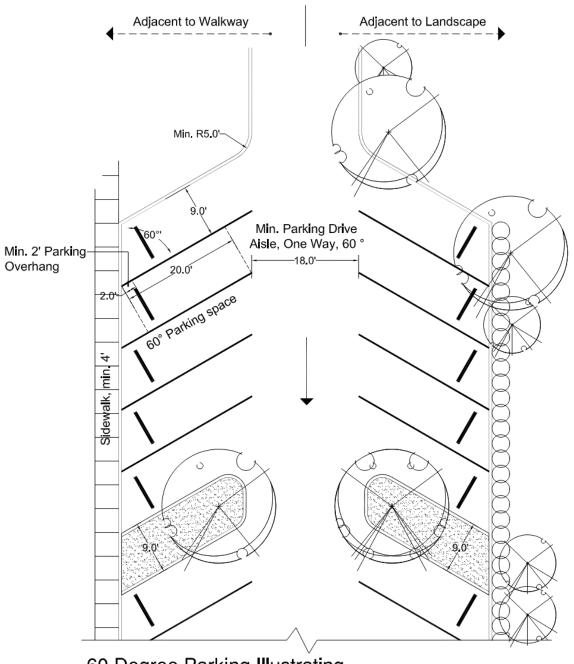
20' Depth Parking Stall Application

- One Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application



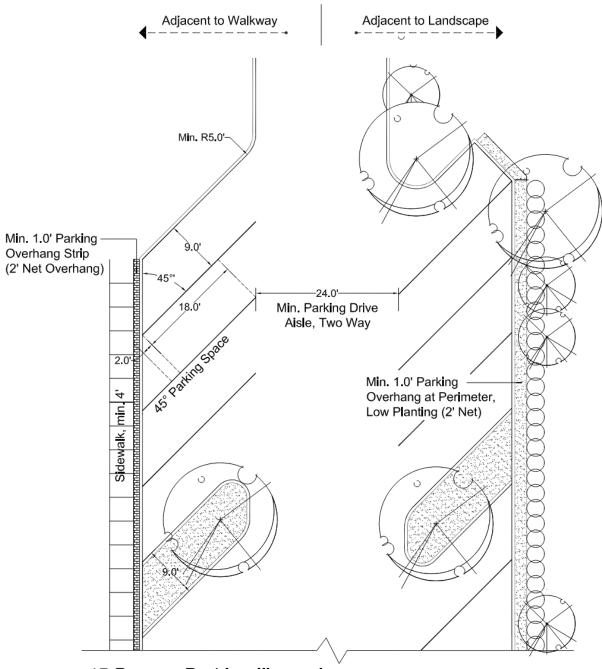
18' Depth Parking Stall Application

- Two Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application



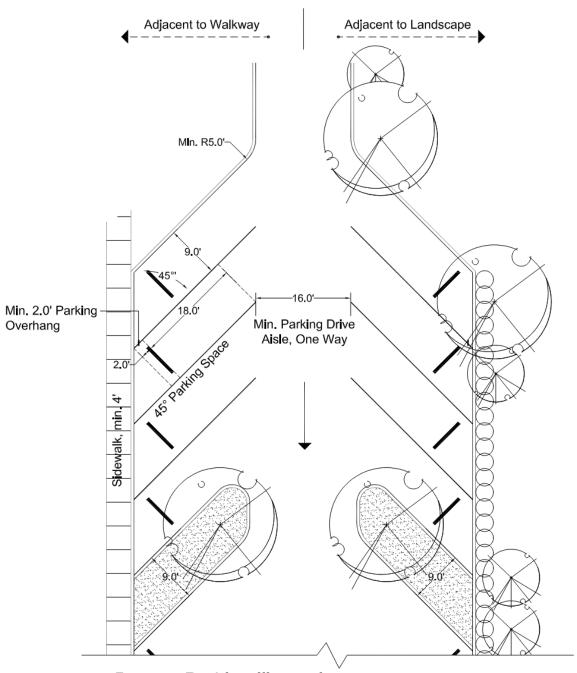
20' Depth Parking Stall Application

- One Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application



18' Depth Parking Stall Application

- Two Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application



20' Depth Parking Stall Application

- One Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application

N. Number of parking spaces required.

a. Residential uses:

- i. Single Family Detached, Duplex, Townhome and Live-Work. Residential parking requirements shall be off-street parking only.
 - 1. up to three (3) bedrooms, two (2) spaces,
 - 2. four (4) bedroom and larger requires three (3) parking spaces,
 - 3. spaces may be tandem.
- ii. Multifamily dwelling not listed above. Parking may include off-street and on-street to comply with total spaces required.
 - 1. one and one quarters (1.25) spaces for an efficiency, studio or one bedroom Dwelling Units,
 - 2. two (2) spaces for two-bedroom Dwelling Units,
 - 3. two and a half (2.5) spaces for three (3) bedrooms and larger.
- iii. Hotels One (1) space for each sleeping room plus 50% of the required spaces for accessory uses such as restaurants and meeting rooms measured individually plus one space for each employee at peak shift.

b. Institutional uses:

- i. Assisted living, nursing homes, convalescent homes, and homes for the aged -(0.35) spaces per bed.
- ii. Hospitals One and one-half (1.2) spaces for each bed.
- iii. Churches and funeral homes One space for each four (4) seats in a sanctuary or chapel area, or one (1) space per sixty (60) square feet of gross floor area in the main auditorium, whichever is greater.
- iv. Art galleries, libraries and museums One (1) space for each five hundred (500) square feet of gross floor area.
- v. Government Office Building One (1) Space per three hundred (300) square feet of usable floor are.

c. Schools, educational uses and care centers:

- i. Kindergarten, elementary and junior high schools—Two (2) spaces for each classroom, office room and kitchen.
- ii. Senior high schools—Five (5) spaces for each classroom, office room, kitchen, gymnasium and auditorium.
- iii. Day care/care center—One and one (1.0) spaces for each employee plus adequate provision for loading and unloading of persons.
- iv. Dance, art and music studios—One (1) space for each three hundred (300) square feet of gross floor area.

v. Vocational, trade and business schools—One (1) space for each three hundred (300) square feet of gross floor area.

d. Commercial uses:

- Retail, commercial or personal service establishments (not otherwise listed) – one (1) space per three hundred fifty (350) sf customer floor space.
- ii. Auto service station Two (2) spaces plus two (2) spaces for each service bay.
- C-Store, gas station One (1) space per three hundred fifty 350 sf of customer floor space of store plus two (2) stacking for each fuel pump.
- iv. Restaurants, bars, assemblies for the consumption of on-premises food and/or beverages One (1) space for each (4) four patron seats (including indoor and outdoor patron seating).
- v. Restaurants, drive thru on-site dining per above, plus off-street stacking for minimum 8 vehicles behind order window.

e. Assembly, recreational and similar uses:

- i. Private clubs One (1) space for each four (4) seats or one (1) space for each four hundred (400) square feet of gross floor area, whichever is greater.
- ii. Theaters, Assembly, Auditorium One (1) space for each four (4) seats.
- iii. Bowling alleys Three (3) spaces for each alley, plus required parking for any other uses on the site.
- iv. Community center, meeting rooms, recreational facilities One (1) space for each four hundred 400 square feet of gross floor area or one space for each three seats, whichever is greater.
- v. Golf driving ranges (when independent from a course)- One (1) space for each tee plus required parking for other ancillary uses on site.
- vi. Golf course Two (2) spaces per hole plus 50% required parking for ancillary uses such as clubhouse, bar, restaurant.
- vii. Fitness centers (independent, when not associated with another use)
 One (1) space per two hundred 200 sf fitness space.
- viii. Public, private and commercial parks, campgrounds and recreational areas—One (1) space for each campsite or picnic area.
- ix. Swimming Pool One (1) space per fifty (50) sf water area. Community pools within the Community may reduce required parking by 50% and/or provide up to 50% parking with bike rack and/or golf cart parking spaces.

f. Office and professional uses:

- i. Professional and business offices, including medical and dental offices or clinic One (1) space per three hundred (300) sf usable space.
- ii. Tradesman office, contractor office or similar Two (2) spaces plus one (1) space for each company vehicle.

g. Industrial, wholesale, warehouse, storage and similar uses:

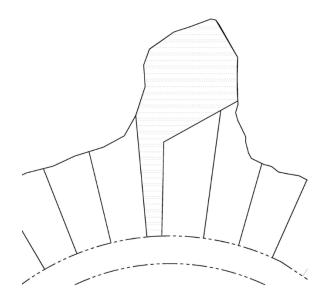
- i. Industrial, wholesale One (1) space per two thousand (2,000) square feet of gross floor area plus one (1) space per five hundred (500) sf retail display space.
- ii. Warehouse, storage One (1) space minimum for office plus one (1) space per five thousand (5,000) square feet.

O. Number of loading spaces required - Off-street loading spaces shall be provided and maintained as follows:

- a. Each retail store, storage warehouse, wholesale establishment, industrial plant, factory, freight terminal, merchant, restaurant, mortuary, laundry, dry cleaning establishment or similar use which has an aggregate floor area of:
 - i. Over 5,000 square feet but not over 25,000 square feet shall have one (1) space.
 - ii. 25,000 square feet but not over 60,000 square feet shall have two (2) spaces.
 - iii. 60,000 square feet but not over 120,000 square feet shall have three (3) spaces.
 - iv. 120,000 square feet but not over 200,000 square feet shall have four(4) spaces.
 - v. 200,000 square feet but not over 290,000 square feet shall have five (5) spaces, plus one (1) additional off-street loading space for each additional 90,000 square feet over 290,000 feet or major thereof.
- b. Each office or financial institution shall provide one (1) space for the first 75,000 square feet of gross floor area, and one (1) space for each additional 60,000 square feet or major fraction thereof.
- c. With respect to multiple dwellings:
 - i. For each multifamily building, apartment complex or hotel having at least 20 dwelling unites (du's) but not over 50 du's—One (1) space.
 - ii. For each multifamily building, apartment complex or hotel having over 50 du's —Two (2) spaces.
- d. For each auditorium, convention hall, exhibition hall, museum, motel, hotel, office building, sports arena, stadium, hospital, sanitarium, welfare institution or similar use which has an aggregate floor area of over 10,000

square feet, but not over 40,000 square feet—One (1) space, plus one space for each additional 60,000 square feet or major fraction thereof.

- P. Flag Lots Flag Lots shall be allowed within any residential development parcel within Reserve at Haw Creek. Flag Lots provide additional variety to the streetscape, provide access to unusual land configurations, reduce the need for wetland impacts and reflect many homebuyers' preference for this type of secluded Lot. Flag Lots shall meet the following:
 - a. The minimum Lot width for a flag Lot shall be twenty-five (25) feet at the right-of-way; the minimum Lot width for a flag Lot as defined by the zoning district herein does not apply, however minimum Lot area as defined herein remain in effect.
 - i. Flag lot width past the "flag pole" access shall comply with base zoning requirements which initiate at "flag" portion of a flag lot. For clarity, front yard setback starts at end of "flag pole" / beginning of "flag" of lot.
 - b. All Driveways within flag Lots shall remain at least five (5) feet away from the side property line.
 - c. Two flag Lots adjacent to each other may share a Driveway, in that case the driving shall straddle the shared flag Lot line.
 - d. No more than 10% of detached Lots within a neighborhood shall be flag Lots.
 - e. Below is an example of a flag Lot:



- **Q. Easements** Drainage and utility easements shall be planned and provided onsite to allow for fully integrated community development.
 - a. Easements may be required to integrate parcels of different ownerships to

- ensure proper distribution of utilities and/or stormwater transmittal.
- b. Easements may be required within the front yard setback parallel to the road right-of-way, within the front yard setback, abutting the right-of-way, allowing for utilities serving the Community. This requirement is often typical of narrower rights-of-way but may apply to all rights of ways.
- c. Easements may be required at ends of cul-de-sacs to ensure proper utility / stormwater distribution to all parcels abutting said cul-de-sac and / or adjacent properties.
- d. All easements shall be legally established, surveyed and recorded as required by City of Bunnell during the platting process.
- R. Community Name The name, "Reserve at Haw Creek" is referenced throughout this document and applies to the land identified by parcel numbers and attached survey. The name may be changed at any time through administrative approval and a single amendment to this PUD shall be attached identifying the new name. A name change, if implemented, does not impact the development criteria outlined here within, nor does it require this document be modified to reflect the new name, other than adding a single page addendum identifying the new name. If implemented, any reference to "Reserve at Haw Creek" shall apply to the new name applied.
- **S.** Bus stops Bus stops with shelter for school bus pickup shall be provided within Reserve at Haw Creek as follows:
 - a. Age restricted neighborhoods do not need to provide a bus stop / participate in bus stop sharing.
 - b. The number of bus stops and stop locations will be contingent upon actual development patterns and housing types. The master developer shall coordinate with Flagler County Schools for guidance during Community implementation.
 - c. Bus stops can be shared amongst multiple neighborhoods and a cost share donation of the land and implementation costs shall be equally shared by the number of residential units they serve.
 - d. Bus stops co-located with recreational amenities or other Community facilities are ideal and encouraged.
- **T. Sign Requirements** Signs implemented throughout Reserve at Haw Creek shall comply with the following requirements:

a. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Animated sign means any sign that uses movement or change of lighting to depict action or create a special effect or scene.

Banner means any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.

Beacon means any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

Building marker means any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

Building sign means any sign attached to any part of a building, as contrasted to a freestanding sign.

Canopy sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Changeable copy sign means a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this chapter. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.

Commercial message means any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

Community Monument means an architectural feature emphasizing the entrances to the Reserve at Haw Creek Community from external roads. Monuments may or may not include signage.

Drive-through menu boards are freestanding signs adjacent to and oriented toward a drive-through lane exclusively at drive-through restaurants used to communicate restaurant menu items and may, or may not contain speakers and communication systems for customer ordering.

Flag means any fabric, banner, or bunting or other lightweight durable material containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or any other entity.

Flag Sign means any fabric or other lightweight durable material containing distinctive colors, patters or symbols used to promote a new business opening, special offers or events for a private or public entity.

Freestanding sign means any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure.

Ground sign means any sign with the base of the sign set at ground level. Also referred to as monument sign, see Monument sign definition.

Incidental sign means a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking," "entrance," "loading only," "telephone," and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.

Lot means any piece or parcel of land or a portion of a subdivision, the boundaries of which have been established by some legal instrument of record, that is recognized and intended as a unit for the purpose of transfer of ownership.

Mansard means a roof with two slopes on all sides, the lower slope being nearly vertical and the upper slope being nearly horizontal.

Marquee means any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee sign means any sign attached to, in any manner, or made a part of a marquee.

Monument sign means a ground sign that is a freestanding structure, typically installed at the entrance of a property, designed to be at eye level for pedestrians and drivers, set at ground level. Monument signs are built to be solid, durable, and shall blend with the architectural design of the surrounding environment it serves.

Pennant means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

Portable sign means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless such vehicle is used in the normal day-to-day operations of the business.

Principal building means the building in which is conducted the principal use of the zone lot on which it is located. Zone lots with multiple principal uses may have multiple principal buildings, but storage buildings, garages, and other clearly accessory uses shall not be considered principal buildings.

Projecting sign means any sign affixed to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Residential sign means any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods or

services legally offered on the premises where the sign is located, if offering such service at such location conforms with all requirements of chapter 34.

Roof sign means any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

Roof sign, integral means any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

Setback means the distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Sign means any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

Sign, area of means the total surface of a sign including the background and frame but not structural supporting elements outside of its frame. Where a sign is composed of skeleton letters, characters, or symbols applied to a background which is not a structural part of the sign, the area of the sign shall be the smallest rectangle, triangle, or circle which will include the display. Where a sign is built with two faces back to back, the area of the sign shall be the larger of the areas of the two faces computed as herein before specified. In the case of three-faced signs forming an equilateral triangle, sign area shall be calculated as 1½ times the largest face. In the case of four-faced signs forming a square or cube, sign area shall be calculated as two times the largest face.

Snipe Sign means signs of any material, including but not limited to paper, cardboard, wood or metal when tacked, nailed or attached in any way to trees, poles, stakes, fences or other objects" on land where signs are not authorized to be displayed.

Street means a strip of land or way subject to vehicular traffic (as well as pedestrian traffic) that provides direct or indirect access to property, including, but not limited to, alleys, avenues, boulevards, courts, drives, highways, lanes, places, roads, terraces, trails, or other thoroughfares.

Street frontage means the distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting such street to the furthest distant lot line intersecting the same street.

Subdivision identification: A monument sign located at the intersection of two street rights-of-way. The only lettering shall be the name of the subdivision. Such sign may be illuminated only when the sign is abutting a right-of-way which is classified as collector.

Suspended sign means a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

Temporary sign means any sign that is used only temporarily and is not permanently mounted.

Wall sign means any sign attached parallel to, but within six inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

Window sign means any sign, pictures, symbols, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

- b. Design, construction and maintenance All signs shall be designed, constructed, and maintained in accordance with applicable provisions of the Standard Building Code and the National Electrical Code. Except for banners, flags, temporary signs, and window signs conforming in all respects with the requirements of this chapter, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Code.
- **c. Community Monuments -** Community identification monuments with integrated signs shall be permitted as follows:
 - i. Community identification monuments with integrated signs:
 - 1. Allowed at each entry into the Community from access off surrounding roads, including State Road 11, State Road 100 and County Roads 302.
 - 2. Three primary Community entry monuments are allowed, one visible from SR 11, one visible from SR 100, one visible from CR 302.
 - a. Adjacent to SR 11 and SR 100, monument size may be up to forty-five (45) feet in height when located one hundred (100) feet or farther back from SR ROW. Within one hundred (100) feet of SR ROW, maximum height shall be 35 ft. Monument shall comply with applicable roadway setbacks and clear zones, otherwise no parcel setbacks are required.
 - b. Adjacent to SR 11 and SR 100, each sign integrated on primary community entry monument may be up to four hundred (400) sf in overall size.
 - c. Adjacent to CR 302, monument size may be up to twenty five (25) feet in height. Monument shall comply

- with applicable roadway setbacks and clear zones, otherwise no parcel setbacks are required.
- d. Adjacent to CR 302, each sign integrated on primary community entry monument may be up to two hundred (200) sf in overall size.
- e. For the sign portion of the monument:
 - i. Pole signs and pendant signs are not allowed.
 - ii. Signs may be double sided.
 - iii. Signs may be illuminated, internally and/or externally.
 - iv. Signs have no height restrictions when attached to the monument, otherwise, if independently located, twenty (20) feet in height.
- f. Monuments (and if independent, sign) shall be on a dedicated parcel, to be maintained by community governance as outlined herein.
- g. ROW encroachment Monument and entry signs may encroach within the right-of-way or be located centrally to a round-about, if and only if in compliance with all regulatory agency over the ROW and approved by such agency. Encroachment shall be established by either easement or parcel ownership.
- 3. Secondary community monuments with signs are allowed, one at each entry into the Community other than primary entrances, from State Road 11, State Road 100, County Road 302.
 - a. Monument size may be up to twenty-five (25) feet in height from SR 11 and SR 100 and twenty (20) feet in height along CR 302. Monument shall comply with applicable roadway setbacks and clear zones, otherwise no parcel setbacks are required.
 - b. Each sign integrated on primary community entry monument may be up to two hundred (200) sf in overall size.
 - c. For the sign portion of the monument:
 - i. Pole signs and pendant signs are not allowed.
 - ii. Signs may be double sided.
 - iii. Signs may be illuminated, internally and/or externally.
 - iv. Signs have no height restrictions when attached to the monument, otherwise, if independently located, fifteen (15) feet in height.
 - d. Monuments (and if independent, sign) shall be on a dedicated parcel, to be maintained by community

- governance as outlined herein.
- e. Signs may encroach within the right-of-way or be located centrally to a round-about, if in compliance with all traffic design requirements and encroachment is established by either easement or parcel ownership.
- d. Signs in the Reserve at Haw Creek right-of-way No signs shall be allowed in the Reserve at Haw Creek right-of-way, except for the following:
 - Permanent signs, including:
 - 1. Traffic control signs in compliance with applicable roadway standards (local, county, state).
 - Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic:
 - 3. Bus stop signs erected by a public transit company;
 - 4. Informational signs of a public utility regarding its poles, lines, pipes, or facilities; and
 - 5. Signs may be mounted to decorative posts within the community. If so, all posts shall match the same style throughout the Community.
 - 6. Traffic control signs may be mounted within a frame providing a design aspect to the sign, including community logo, as long as the sign remains compliant with the manual in uniform traffic control devices (MUTCD).
 - ii. Entry Monuments. Note, applicable to Reserve at Haw Creek ROW only, not City, County or State, unless permission is granted by agency with authority.
 - iii. When in compliance with applicable roadway standards (local, county, state).
 - iv. Requires additional review and approval by said governmental entity with authority over roadway.
 - v. Maintenance of Traffic and Emergency warning signs erected by a governmental agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

- e. Signs allowed in residential areas Signs located in areas developed and used for residential purposes shall be limited to flags, subdivision and multifamily development identification signs and signs for model home centers. Signs permitted in residential areas shall conform to the following requirements:
 - i. Flags and flagpoles shall conform to the following requirements:
 - 1. One flagpole and three flags are permitted per parcel.
 - 2. Flagpoles shall be ground mounted and not exceed a height of 25 feet.
 - 3. Flags shall measure 4½ by six feet or less.
 - 4. All flagpoles shall have a minimum five-foot setback from the property line.
 - ii. Residential neighborhood identification signs shall conform to the following standards:
 - Signs may be located at each principal entrance to a development. Principal entrances are considered to be those locations involving the intersection of a subdivision street with a collector or arterial roadway, or the intersection of a private multifamily development street with a collector or arterial roadway.
 - 2. Signs shall be monument / ground signs. Pole and pendant signs are not allowed.
 - 3. Sign design, materials and illumination shall compliment the neighborhood architectural style, materials and colors.
 - 4. Where more than one sign is allowed, all signs shall be designed using the same construction methods, materials, colors. Letter and logo styles per community.
 - 5. Signs shall be set back from any property line at least five feet.
 - 6. Signs shall not exceed a combined total of 240 square feet of sign face area. No individual sign (each side of a double sided sign) shall exceed 120 square feet.
 - 7. Signs shall not obstruct a clear visibility triangle. However, ground mounted signs not exceeding 2½ feet in height above the natural grade shall be allowed, and shall not be considered to impede clear visibility.

- iii. Churches, clubs, and other uses allowed in residential areas Churches, clubs and other uses allowed in residential areas may allow:
 - 1. One nonilluminated wall sign per road frontage meeting all requirements for nonresidential areas except that such signs shall also not exceed six (6) square feet.
 - 2. One monument sign per road frontage meeting all requirements for nonresidential areas
- iv. Additional signs in residential developments may be permitted, subject to the following requirements:
 - 1. Signs may be permitted within a residential neighborhood identifying parks, recreational areas and other amenity entries.
 - a. One sign per amenity entry, whether vehicular entry or pedestrian only, shall be allowed.
 - 2. Informational signage shall be allowed within a park, along a trail or in general within said amenity areas providing directions or information for use / history.
 - a. No sign shall exceed ninety (90) sf in size.
 - b. Informational signs shall not exceed three (3) sf in size each.
 - c. Informational signs shall not exceed six (6) foot in height.
 - d. Informational / historical signs shall not exceed thirty-five (35) sf each.
 - 3. There is no limit to the number of signs related to recreational / amenity uses.
- **f. Sign Maintenance** The following maintenance requirements shall be met:

Provisions shall be made for the establishment of an owner's association or other appropriate provisions for continuing maintenance of residential development signs after the project developer no longer has maintenance responsibility.

- **g. Model Homes** Model home center signs shall conform to the following requirements:
 - i. A model home center, consisting of two or more model homes on a single block which does not contain occupied residences, shall be eligible for identification signs according to the following requirements:
 - 1. One sign and one flag sign may be permitted per model home.

- 2. Each permitted sign shall be located on the same lot as the model home.
- 3. Signs shall not exceed 32 square feet in area, flag sign shall not exceed 24 square feet in area.
- 4. Signs shall be set back from any property line a minimum of five feet.
- 5. Illumination of identification signs is limited to the hours between sunset and 10:00 p.m.
- ii. A model home which does not qualify as part of a model center, may nevertheless be eligible for an identification sign, subject to the following requirements:
 - 1. One sign and one flag sign may be permitted per model home.
 - 2. Each permitted sign shall be located on the same lot as the model home.
 - 3. Signs shall not exceed 16 square feet in area, flag sign shall not exceed 24 square feet in area.
 - 4. Signs shall be set back from any property line a minimum of ten feet.
 - 5. Signs shall not be illuminated.
 - Signs shall be permitted as long as the model home is a model and not occupied as a residence. Once the model home converts to residential occupancy, all signs shall be removed.
- iii. Additional signs in residential developments may be permitted, subject to the following requirements:
 - 1. A model home center may be permitted up to two additional identification signs with an aggregate sign area of 16 square feet.
 - 2. Up to four single-pole flags per street frontage may be permitted for model home centers. Flagpoles shall be separated by a minimum distance of 20 feet. Flags shall not exceed 12 square feet each.
 - 3. Banners, streamers, or similar devices are expressly prohibited in areas of residential development.
- h. Signs in nonresidential areas This section applies to all uses within the town center and to attached residential served by an off-street parking Lot (Multifamily, condominium, Live-Work, etc.), subject to the following:
 - i. Allowed at each entry into the parcel from access off internal collector / primary roads within the Community.
 - ii. Projecting, monument, wall, or marquee signs are allowed subject to the standards stated in this section. Pole signs are not allowed.

- iii. Branding on Awnings / Umbrellas for outdoor seating do not count against the total sign area permitted.
- iv. Sign design, materials and illumination shall compliment the building's architectural style, materials and colors the sign is associated with.
- v. Where more than one sign is allowed, all signs shall be designed using the same construction methods, materials, colors, lettering and logo styles per building.
- vi. Mixed uses shall be limited to one sign per building with each use identified on the multi tenant sign.
- vii. The maximum area per sign face for a freestanding sign shall be two square feet of a sign area for each lineal foot of building facing the lot front, up to the maximum requirements outlined below.

The table below establishes sign face areas as a function of setback and maximum height.

Maximum Area Per Sign Face	Minimum Setback From	Maximum Height Requirements
	Right-of-Way	
32 square feet	5 feet	6 feet
96 square feet	10 feet	8 feet
128 square feet	15 feet	10feet
160 square feet	20 feet	16 feet
200 square feet	25 feet	20 feet

- viii. Directional signs such as entrance, exit, parking and other similar information shall not exceed three (3) square feet. Such signs may be permitted up to the property line and shall not be considered a freestanding sign for the purpose of this Code.
- ix. No freestanding sign shall be erected within the minimum buffer required by the use of the site on which it is erected.
- x. Wall or projecting signs shall conform to the following requirements:
- xi. Wall signs shall not project more than two feet beyond the face of the building. Projecting signs shall not extend beyond six (6) feet beyond the face of the building.

- xii. A wall sign shall not project beyond the top or edge or any parapet wall to which it is attached.
- xiii. The bottom of a projecting sign shall be a minimum of eight feet above grade.
- xiv. Marquee signs shall conform to the following requirements:
 - 1. Marquee signs shall not be larger than 80 percent of the marquee sign face area.
 - 2. Marquee signs may be on the vertical faces of marquees and may project below the lower edge of the marquee not more than 12 inches. The bottom of marquee signs shall be no less than eight feet above the sidewalk or grade at any point. No part of the sign shall project above the vertical marquee face, or beyond the marquee itself. This does not prohibit the placement of the sign message on the sloping portion of the awning.
- xv. Drive-through menu boards shall conform to the following requirements:
 - 1. Each drive-through restaurant may display up to two freestanding menu signs per drive-through, which shall be adjacent to and oriented toward the drive-through area.
- xvi. Off-site signs may be allowed for subdivision identification, subject to the following requirements:
 - 1. Only one such sign shall be permitted on a parcel of land.
 - 2. The parcel shall be a minimum of 50 feet wide and shall be vacant.
 - 3. Written permission of the property owner shall be provided with the permit application.
 - 4. Sign face area and location requirements of this chapter shall be met.
 - Appropriate agreements for maintenance shall be provided with the permit application, specifying the party responsible for sign maintenance.
- xvii. Each nonresidential parcel of land may be permitted flags and flagpoles conforming to the following requirements:
 - 1. One flagpole and two flags are permitted per parcel except that government-owned property may be permitted two flagpoles and four flags per parcel.
 - 2. Flagpoles shall be ground mounted and not exceed a height of 30 feet.

- 3. All flagpoles shall have a minimum five-foot setback from the property line.
- i. **Exempt signs** The following signs shall be exempt from regulation under this chapter:
 - i. Any public notice or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;
 - ii. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zone lot or parcel on which such sign is located;
 - iii. Works of art that do not include a commercial message;
 - iv. Holiday lights and decorations with no commercial message, but only between October 31 and January 30;
 - v. Traffic control signs on private property, such as Stop, Yield, and similar signs, the face of which meet department of transportation standards and which contain no commercial message of any sort; [and]
 - vi. Local, state and national flags placed along rights-of-way by the governing entity in celebration of holidays.
- j. Prohibited signs All signs not expressly permitted under this chapter or exempt from regulation hereunder in accordance with the previous section are prohibited in the Reserve at Haw Creek community. Such signs include, but are not limited to:
 - i. Beacons:
 - ii. Billboards
 - iii. Pennants:
 - iv. Portable signs;
 - v. Roof signs;
 - vi. Snipe signs;
 - vii. Inflatable signs and tethered balloons; and
- U. Outdoor lighting The purpose of this Section is to provide regulations that preserve and enhance the view of the dark sky; promote health, safety, security, and productivity; and help protect natural resources. The provisions of this Section are intended to control glare and light trespass. It is the intent of this Section to provide standards for appropriate lighting practices and systems that will enable people to see essential detail in order that they may undertake their activities at night, facilitate safety and security of persons and property, and curtail the degradation of the nighttime visual environment.
 - a. All outdoor lighting fixtures installed on private property and public right-ofway within the boundaries of this PUD shall comply with this Section. This Section does not apply to interior lighting.

- b. General Standards. The following general standards shall apply to all outdoor lighting fixtures and accent lighting within the PUD:
 - i. All outdoor lighting fixtures and accent lighting shall be designed, installed, located and maintained such that there is no light trespass (see Figure 2)
 - ii. Outdoor lighting fixtures and accent lighting must be shielded and aimed downward. Examples of acceptable and unacceptable light pollution control shielding are shown in Figures 1 through 3 of this section. The shield must mask the direct horizontal surface of the light source. The light must be aimed to ensure that the illumination is only pointing downward onto the ground surface, with no escaping direct light permitted to contribute to light pollution by shining upward into the sky.
 - iii. Outdoor lighting fixtures and accent lighting shall not directly illuminate waterways, even if privately owned.
 - iv. Accent lighting shall be directed downward onto the illuminated object or area and not toward the sky or onto adjacent properties (see Figure 3)

 Direct light emissions of such accent lighting shall not be visible above the roof line or beyond the building, structure, or object edge.
 - v. Spotlighting on landscaping and foliage shall be limited to 150 watts incandescent (2,220 lumens output) and comply with other standards in this Section.

c. Prohibited.

- i. The following fixtures (luminaires) are prohibited:
 - a. searchlights for any other purpose other than temporary emergency lighting,
 - b. laser lights or any similar high-intensity light for outdoor use or entertainment,
 - c. quartz lamps, and
 - d. mercury vapor lamps.
- d. Figures of Acceptable Shielding and Direction of Outdoor Light Fixtures. The following figures illustrate acceptable and unacceptable outdoor lighting fixtures in the PUD:

UNACCEPTABLE ACCEPTABLE SHIELD The same of SHIELD dill lills 400 HILLIHAR

Figure 1: Freestanding Outdoor Lighting Fixtures

Figure 2: Outdoor Lighting Fixtures – Street and Lot Light Cut-off at Property Line

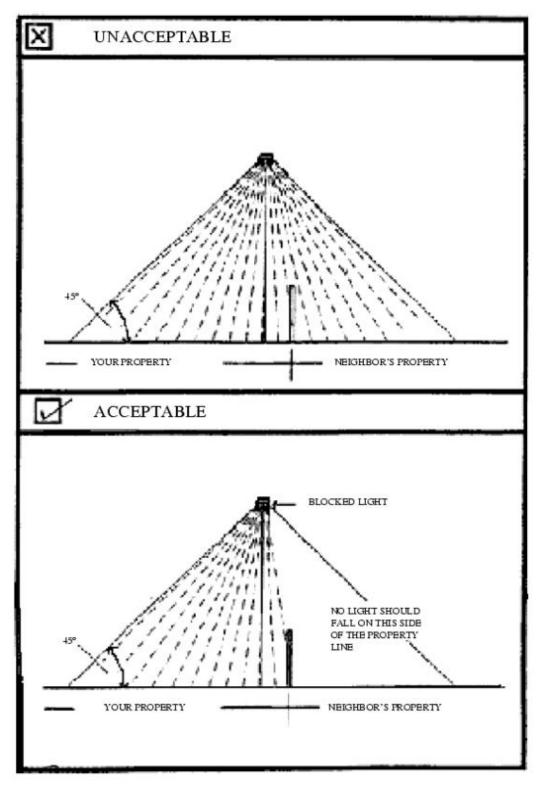
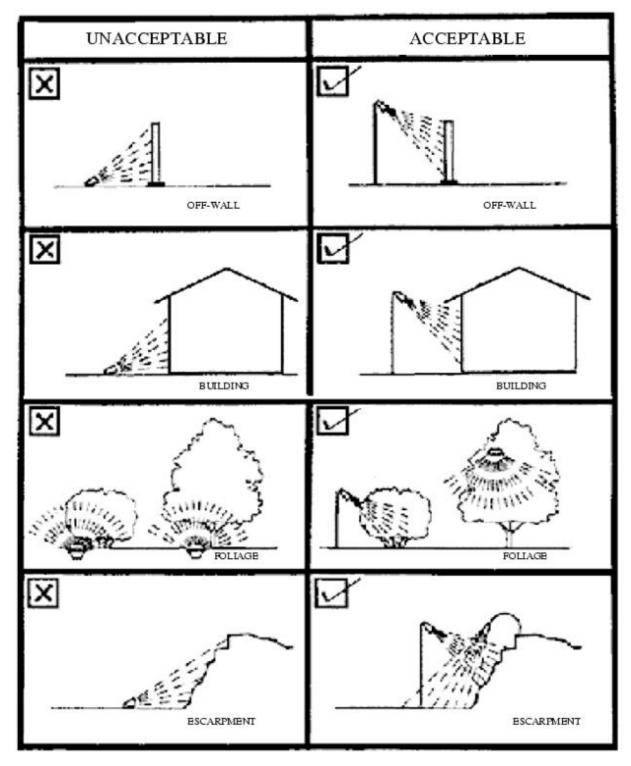


Figure 3: Accent Lighting

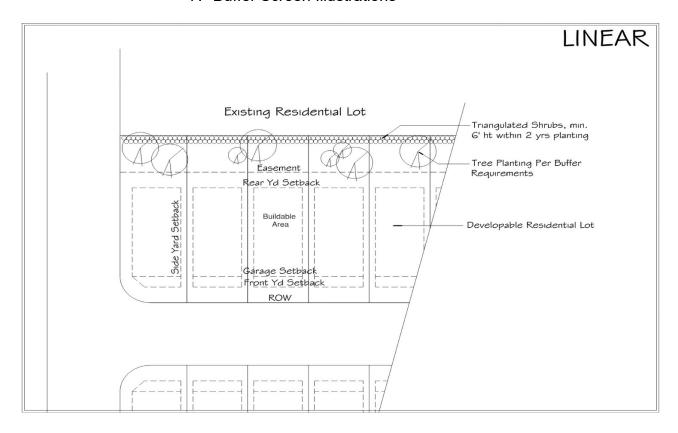


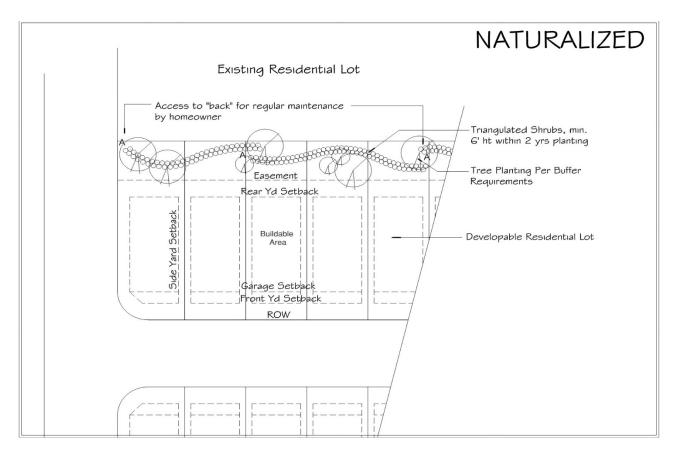
- **V. Landscape Requirements -** Landscaping implemented throughout Reserve at Haw Creek shall comply with the following requirements:
 - a. Landscape Buffers. Reserve at Haw Creek is encouraging smart growth through best planning practices, two of which include substantial preserved greenspace and a walkable Community, utilizing shared resources to minimize pavements. As such:
 - i. Within the boundaries of the Community, no buffers are required between land uses. The Community was planned to take advantage of locating incompatible uses with existing natural buffers between the land use / zoning classifications.
 - ii. For parcels abutting the Community property line, buffers shall apply when abutting the shared property line.
 - iii. Buffers are required when a use abuts a property line that is a public right-of-way. Note, all ROW's treated the same other than CR 65 and CR 80 as identified below.
 - iv. A two (2) foot non-vehicular access easement is required along the rear yard property line of a lot with internal access which backs against another roadway.
 - v. Buffers for community boundary adjacency are as follows:

Proposed Land Use	Existing Residential	Existing Commercial / Industrial	R.O.W. between PL's of abutting uses
			15' Planted and/or natural buffer
Residential & Multi Family 2 stories or under	35' natural and/or planted buffer	20' natural and/or planted buffer	50'natural buffer CR 65 & CR 80
Multifamily Higher than two Story	50' natural and/or planted buffer	10' natural and/or planted buffer	10' natural and/or planted buffer
Commercial / Office	50' natural and/or planted buffer	10' natural and/or planted buffer	10' natural and/or planted buffer
Industrial	50' natural and/or planted buffer	r — 10' natural and/or planted buffer	10' natural and/or planted buffer
- Natural buffers must contain natural trees and veget Supplement natural buffers with shrubs or hardscape		ith planted trees where gaps in excess of	f 50' without existing trees.
- Planted buffers require trees and shrubs as outlined	herein.		
- Where natural wetlands occur between land uses ed	qual to or in excess of buffer requirem	ents, no buffer is required on parcel as lo	ong as wetland is placed in
conservation and equals or exceeds intended buffer r	equirements	(47) a) a)	NAR AR
- Buffer maintenance a requirement of parcel owner o	ontaining buffer. A buffer easement	shall be established over all buffers that	allow the HOA or other community
agency access to step in an maintain if not properly ke	ept up, and bill the respective parcel	owner.	

- vi. Buffer screening. The landscape buffer shall provide a minimum six (6) foot high opaque screen within two (2) years through the following means:
 - 1. Shrubs planted in a manner (typically triangulated) to achieve opacity. Any shrub planted shall be minimally three (3) feet in height at time of planting.
 - 2. Plant size at the time of planting sufficient to achieve six (6) feet height within two (2) years from time of planting.

- 3. Fence or wall to provide the visual barrier. The finished side of the fence or wall shall face outwards and if a fence or wall is utilized, shrubs shall be planted minimally on the existing property side that achieves minimum height of four (4) feet within two (2) years of planting.
- 4. Berms may be utilized in conjunction with shrubs to achieve the required height and add interest to the screening.
- 5. Any above method, or combination of the above methods may be utilized.
- 6. Trees shall be required to be planted within the buffer regardless of screening method utilized.
 - f. The quantity of trees shall be calculated based on one tree per fifty (50) lineal feet of buffer.
 - g. The trees may be clustered / planted in groupings, but in no instance shall there be distances between trees exceeding two hundred (200) linear feet.
 - h. 75% of the trees shall be shade trees, the balance may be ornamental, pine and/or palm trees.
 - i. Topping of planted or natural trees is not allowed.
- 7. Buffer Screen Illustrations





- b. Off street parking within Reserve at Haw Creek shall provide the following landscape / greenspace:
 - i. Perimeter Landscape A minimum six (6) foot landscape strip shall be provided around any off-street parking Lot.
 - 1. Within the landscape strip, abutting a street, a continuous hedge shall be provided, minimum 3' height within two (2) years from planting.
 - 2. Trees shall be planted withing the landscape strip.
 - a. The quantity of trees shall be calculated based on one tree per fifty (50) lineal feet of buffer.
 - b. The trees may be clustered / planted in groupings, but in no instance shall there be distances between trees exceeding one hundred (100) linear feet.
 - c. 75% of the trees shall be shade trees, the balance may be ornamental, pine and/or palm trees.
 - d. Topping of planted or natural trees is not allowed.
 - ii. Vehicular Use Area Landscape Islands shall be provided within the vehicular use area to direct circulation, protect parked vehicles and break up large fields of asphalt.
 - 1. Landscape islands shall be placed at the end of each parking row, separating the drive aisle from the parking.
 - 2. A Landscape island shall be provided within the parking Lot.

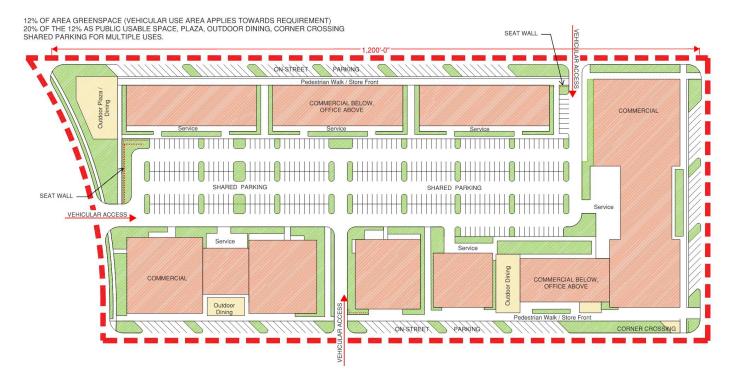
A maximum of 10 parking stalls shall be allowed between landscape islands.

- a. Landscape islands shall be a minimum nine (9) feet wide and the depth of the parking stall, less one (1) foot.
- b. Ends of islands shall receive an angle / radius to allow proper turning movements.
- c. Landscape islands shall be planted with shrubs, turf and/or groundcover.
- d. Each Landscape island shall receive one tree per parking row.
- e. 75% of trees shall be shade trees, the balance may be ornamental, pine and/or palm trees.
- f. Topping of planted or natural trees is not allowed.
- iii. Landscaping distributed around any parking facility through perimeter landscaping and within the parking facility through landscape islands shall count towards compliance of the Open Space criteria as outlined in Section VI(h) above.
- Residential Neighborhood / Right-of-way landscape The following landscape shall be provided for each residential neighborhood and along primary spine roads.
 - i. All landscape areas along roads shall be planted with turf, groundcover and/or shrubs.
 - ii. Roads shall be designed as outlined herein to allow space to plant street trees without conflict with utilities.
 - 1. The quantity of trees planted shall be determined based on one (1) tree per sixty (60) If of road, each side of the road.
 - 2. The trees may be clustered / planted in groupings, but in no instance shall there be distances between trees exceeding two hundred (200) linear feet.
 - 3. 75% of the trees shall be shade trees, the balance may be ornamental, pine and/or palm trees.
 - a. Topping of planted or natural trees is not allowed.
 - iii. Residential Lots shall plant trees based on the following calculation (normal rounding applies):
 - 1. Lots 125' in width or narrower, 1 tree per 2,500 sf
 - 2. Lots 126' to ½ acre in width, 1 tree per 5,000 sf.
 - 3. Lots 21,781 sf or larger, 1 tree per 7,500 sf
 - 4. Tree planting shall follow the following application:
 - a. 50% or more of required trees shall be shade trees.
 - b. Minimally one tree shall be planted in the front yard.
 - c. Topping of planted or natural trees is not allowed.
 - iv. Residential lots shall provide foundation plantings in addition to the required tree plantings.
- d. Irrigation and maintenance all newly planted landscape areas, other

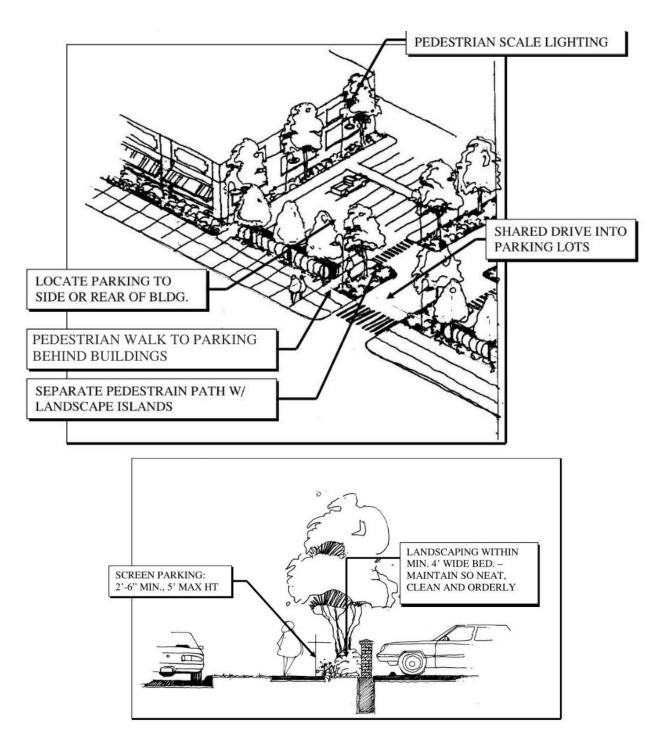
than residential Lots, shall require the implementation of irrigation to ensure proper establishment of plantings.

- i. Irrigation shall utilize re-use water / purple pipe, where available.
- ii. Residential Lot irrigation is optional, but if utilized, shall utilize reuse water / purple pipe, where available.
- iii. Landscaping within the right-of-way, parks and other community spaces shall be maintained by the governing authority (CDD, HOA, Etc.).
- e. Historic trees shall be protected as outlined within the City of Bunnell Land Development Code.
- **W. Town Center Development Requirements** The following requirements are provided to provide a creative multi-tenant development within the town center.
 - a. Within the town center, on-street parking may count towards the required parking count for uses located within one thousand two hundred 1,200 If of the use on the same side of the road.
 - b. Shared parking. As outlined within the parking regulations, shared parking is encouraged, reducing the required amount of parking by up to fifty percent (50%) for each use, as long as located within one thousand two hundred (1,200 feet of the use. This incentive significantly reduces the impervious footprint of required parking lots, allowing for increased density, increased mix of uses and/or outdoor community space. To comply with this incentive, the following shall apply.
 - Off-Street parking shall be designed in a manner to link with the street sidewalk system as an extension of the pedestrian environment.
 - ii. Pedestrian crosswalks shall be provided at all road crossings within the town center.
 - iii. Provide lighting along pedestrian walkways, at a pedestrian scale (recommend 16' max height). Pedestrian lighting shall be provided in addition to road / parking lot lighting, which may be taller. All lighting shall be coordinated in style and for lighting patterns to work together as a unified system.
 - iv. Within the core town center, off-street parking lots shall be located to the side and/or rear of the buildings. On-street Parking may be utilized for parking in front of the buildings and count towards the total parking count.
 - v. For outparcels, off-street parking in the front of the building shall be limited to a single drive aisle with parking on each side. The balance of required parking shall be to the side or rear of the building.
 - vi. End cap drive thru services are allowed within the town center if stacking can be achieved and shall be integrated with parking to the side or rear of the building. All other drive-thru's shall be limited

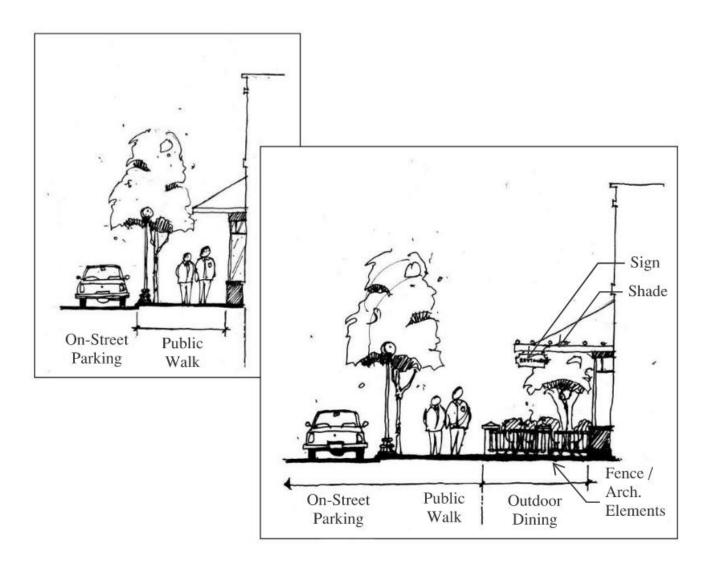
to outparcels.



c. Parking seat / screen wall – Parking adjacent to buildings shall Integrate the visible portion of the parking lot with the streetscape architectural façade by providing a seat wall / screen wall and green space, which creates public use and allows the space to count towards the greenspace requirement, screens the lot and complies with parking lot buffering. Integrated with landscaping and paving, the wall minimizes the "sea of asphalt" view that parking often creates.



d. Outdoor Dining / Plaza's. A vibrant commercial streetscape is created through front façade articulation of the ground level floor in combination with integrating the ground floor design thru outdoor dining / merchandising space. Where provided, said spaces count towards the 20% greenspace requirement.

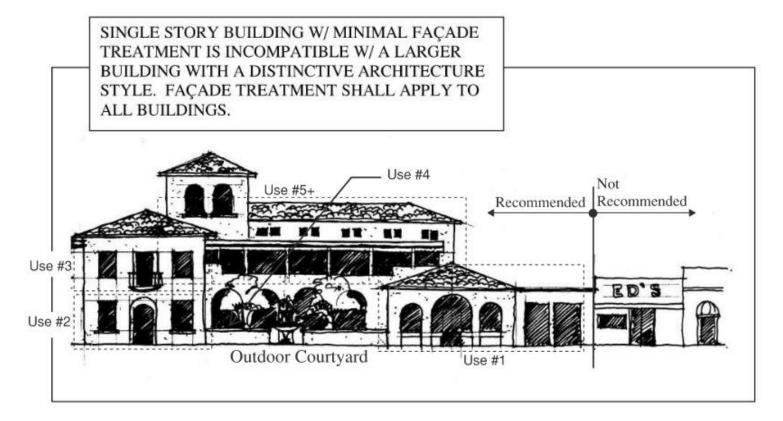


- e. Mixed use buildings. Mixed use buildings provide for not only a more vibrant town center, and in conjunction with shared parking, allows for increased density, which translates to a more cost-effective use of the developed land. There are resultant environmental benefits through the use of less land and building less of an impervious footprint. The Town center shall integrate mixed-use buildings with the following design parameters.
 - i. Building volume and mass are partially defined by façade treatment. Façade treatment also directly impacts the "marketability" of the product for sale and building use. Facades for commercial spaces within the town center, along the main street and abutting a public walk shall apply the following basic design principles:
 - 1. A kick plate, minimum 12", maximum 30" below the display window.
 - 2. A large clear view plate glass display window with a transom above.
 - 3. Awnings, which provide shade and inclement weather

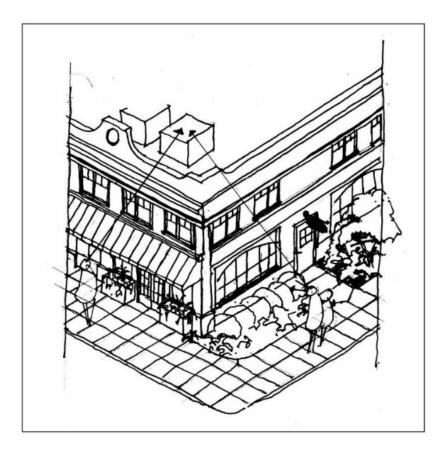
- protection as well as additional branding opportunities.
- 4. Recessed entries, which provide façade variation and allow the merchandise displays prominence over the building entry.
- Horizontal façade divisions that separate different buildings / uses.
- 6. Roof lines that become iconic to the community character and screen mechanical units and other utilities.
- 7. These basic façade design principles are illustrated below:



ii. Mixed use buildings are required and encouraged to implement building articulation to create building interest and scale the massing. This can be achieved by varying heights and setbacks within the same building, offsetting wall planes and adding architectural interest with roof overhangs, awnings, trellises, moldings and other elements. Through this articulation, outdoor spaces can be created, which comply towards the greenspace requirement, integral to the building, blurring the line between the public walkway and outdoor use for dining or retailing, which count towards the greenspace

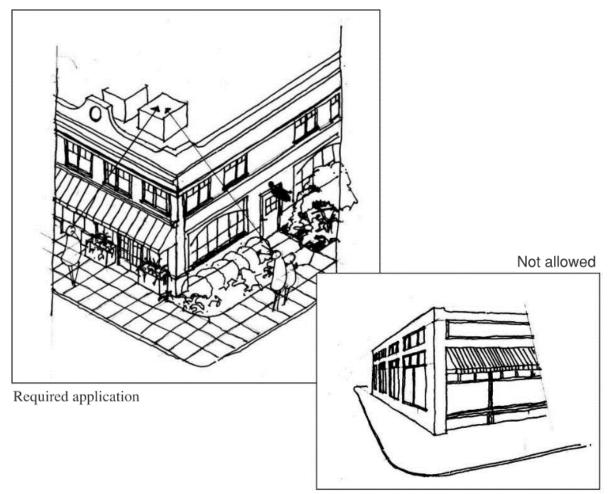


iii. Rooftops provide a unique community experience and shall be considered integral with the design. Building roof lines make a profile against the sky that shapes the community character. Through design, this articulated roof provides screening of unsightly mechanical units and utilities, which are encouraged to be rooftop where possible. Rooftops also provide an opportunity for use of space for living and/or public use, such as rooftop bars and restaurants.





iv. Side Streets. Specialty shops and access to units above shall be provided along side streets, which extends the main street around corners and creates a comprehensive town center.



- v. Building Materials. It is required that architectural compatibility is demonstrated through building style, mass, scale, materials and color.
 - 1. Design diversity is encouraged, but buildings shall remain compatible to the community overall.
 - Building materials and colors are encouraged to be compatible with the community character, streetscape and nearby adjacent structures.
 - 3. Building materials and colors are encouraged to be carried through on all exposed / visible facades of the building.
 - 4. Low maintenance materials that are durable and high quality shall be utilized.
 - 5. Standard "corporate" or "franchise" architectural styles shall be modified to fit with the overall character and design of the town center image.

VI. ZONING DISTRICTS

A. The following districts outline the organized and orderly development for Reserve at Haw Creek. Refer to exhibit C, PUD map for location of zoning districts. The chart provides a summary of development criteria, with detailed outline for each district below:

Front Yard Setbac	×		Side Yard Setback		Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Accessory Bidg, Rear Max Height Setback	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)		Maximum Impervious Coverage	servious ge
Greater than 80' Less than than 80' wide - SF		ess than than 10' wide - Rear Access	Less than than Greater than 80' Less than than 80' wide - Rear wide 80' wide - SF Access	Less than than 80' wide - Attached						Greaterthan 1/2 acto Lessthan 2.5 ac 2.5 ac 1/2 ac	than than 2.5 ac		1/2 ac to Less than 2.5 ac 1/2 ac
25 ft garage 25' Single Family Residental (SFR)	15 ft., front access garage 25' idental (SFR)	5. H	10 ft 5 ft, 15 ft Street Side 10 ft Street Side	5 ft, 10 ft St. Side, 0 ft connect	20 ft	5. H	10 ft	35 ft	1AC/ No Min. Clustered	20% 25% 50%	30%	% 40%	65%
Ā	Front Yard Setback		Side Yard Setback		Rear Yard Setback	Accessory Bldg, Side Setback	Accessory Bldg, Rear Setback	Max Height	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)		Maximum Impervious Coverage	pervious ge
15 ft, garage 25' where front access 5ft Single Family Residental Medium Density (SFRM)	15 ft, garage 25' where front access lity Residental Medium Den	cess Density (SF	5 ft, 10 ft Street Side, 0 ft where bidgs connect **RM*)	ldgs connect	15ft	5.ft	10 ft	35#	4,000 st detached sf / 3,800 attached sf	%09		65%	
E	Front Yard Setback		Side Yard Setback		Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg, Rear Setback	Accessory Bldg. Rear Max Height Setback	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)		Maximum Impervious Coverage	servious ge
15 ft, garage 25' where front acc	15 ft, garage 25' where front access amily Residential (MFR)	cess	5 ft, 10 ft Street Side, 0 ft where bidgs connect	ldgs connect	15 ft	5. H	10 ft	35 ft	3,500 st detached sf / 2,500 attached end unit, 1,800 ea internal unit	9659		70%	
Ā	Front Yard Setback		Side Yard Setback		Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Accessory Bldg, Rear Max Height Setback	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)		Maximum Impervious Coverage	pervious ge
10 ft, garage 25' where I Town Center Mixed Use (TC)	10 ft, garage 25' where front access er Mixed Use (TC)	cess	5 ft residential, 10 ft non-residential, 15 ft Street Side	al, 15 ft Street	15#	5 #	10 ft	55 ft	For SFR & SFRM, per above, for Comm., 2,000 sf, MF in excess 4 du, min. 7,000 sf.	98599		75%	
Ē	Front Yard Setback		Side Yard Setback		Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Accessory Bldg. Rear Max Height Setback	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)		Maximum Impervious Coverage	pervious ge
Off / residential per	Off / residential per district, unless within mixed use building	in mixed use	Off / residential per district, unless within mixed use building	within mixed	10 ft, unless back up to alley, off-street parking or another ROW	N A	¥.	55 ft	No minimum, max 0.4 FAR	9859	ω	80% / 100% Clustered	ustered
	Front Yard Setback		Side Yard Setback		Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Accessory Bldg. Rear Max Height Setback	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)		Maximum Impervious Coverage	ervious
Public (Public)	35ft		15 ft, 20 ft Street Side		10 ft	NA A	A A	35 ft	12,000 sf, max 0.5 FAR	9%59		80%	
Ē	Front Yard Setback		Side Yard Setback		Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Max Height	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)		Maximum Impervious Coverage	servious ge
	15 ft		10 ft		10 ft	NA	AM	35 ft	No minimum, max 0.6 FAR	65%		80%	

VII(a) Agri-Hood, Clustered (AGH-C)

- A. **Purpose and intent.** The purpose of the AGH-C district is to allow the development of rural Lots, agricultural in nature, with significant green space within the Community as a whole. Within AGH-C, a density of one (1) Dwelling Unit per gross acre is allowed. Lots may be less than one (1) acre in size and clustered in this district, resulting in a variety of housing and Lot types, common to historical farming communities, provided the gross density of the development does not exceed one (1) Dwelling Unit per gross acre. Smaller "clustered" Lots, less than one (1) acre in size, shall be located internally to provide a maximum separation between the existing abutting agricultural land uses. This district is intended to serve as a transitional land use between agricultural and urban residential uses.
- B. **Permitted principal and accessory uses and structures**. Permitted uses within the AGH-C are:
 - a. Single Family Detached dwellings
 - b. Customary Single Family accessory buildings, including but not limited to
 - i. workshops,
 - ii. sheds,
 - iii. garages and/or barns for RV's, boats, tractors, etc.
 - iv. pool houses.
 - c. Accessory structure front façade shall match building materials of primary structure. Balance of building may utilize other materials, code compliant.
 - d. Churches and country clubs.
 - e. Active and passive recreational uses:
 - f. Public/private elementary, middle and high schools;
 - g. Public/private utility facilities and structures;
 - Community equestrian, farmers market, barns, crops, pastures, trails and structures and/or common agricultural facilities to serve the rural agricultural district;
- C. **Permitted special exception**. Permitted special exceptions in the AGH-C district shall be as follows:
 - a. Other uses and structures not listed above that with certain restrictions can be compatible with other uses in the district as approved by the planning, zoning, and appeals board.
- D. *Area Regulations*. Area Regulations within the AGH-C district for Single Family residential residences shall be as follows:
 - a. Front vard.
 - i. Lots 80' in width or larger, there shall be a front yard of not less than twenty-five (25) feet measured from the front property line to the front building line.
 - ii. Clustered Lots smaller than 80' in width, including Single Family Detached, there shall be a front yard of not less than fifteen (15) feet

- measured from the font property line to the front building line, however garages with access facing front property line shall be a minimum of twenty-five (25') from right-of-way Line.
- iii. Clustered Lots smaller than 80' in width where there is rear or remote parking, vehicular access, other than front of unit, there shall be a front yard of not less than five (5) feet measured from the font property line to the front building line.
- iv. Non-Residential lots, there shall be a front yard of not less than (25) feet measured from the front property line to the front building line.

b. Side yard.

- i. Lots 80' in width or larger, there shall be a side yard of not less than ten (10) feet for all residential buildings and ten (10) feet for accessory buildings. In the case of corner Lots, no building and no addition to a building shall be erected or placed nearer than fifteen (15) feet to the side street line of any such Lot.
- ii. Clustered Lots smaller than 80' in width, including Single Family Detached, there shall be a side yard of not less than five (5) feet for all residential buildings and five (5) feet for accessory buildings. In the case of corner Lots, no building and no addition to a building shall be erected or placed nearer than ten (10) feet to the side street line of any such Lot.
- iii. Clustered Lots smaller than 80' in width, including townhomes and condominiums, there shall be a side yard of not less than five (5) feet for all exterior walls residential and accessory buildings. All internally connected walls, the side setback shall be zero (0) feet.
- iv. Non-Residential lots, there shall be a side yard of not less than fifteen (15) feet.

c. Rear yard.

- i. For all Lots, there shall be a rear yard of all main buildings of not less than 20 feet from the rear building line to the rear Lot line.
- ii. Accessory buildings, such as garages and sheds, shall have a rear yard of not less than ten (10) feet, measured from the rear building line of such garage or accessory building to the rear Lot line.
- d. Height regulations. No building shall exceed 35 feet in height.
- e. Building Site Area Regulations.
 - i. Minimum residential lot size of fifty (50) ft wide, 5,000 sf.
 - ii. Minimum non-residential lot size of one hundred twenty five (125) feet wide, 20,000 sf.
- f. Minimum primary structure size, 1,200 sf
- g. Maximum Building Coverage.
 - i. For Lots over 2.5 acres, detached dwellings and accessory buildings thereto shall cover not more than twenty (20) percent of the Lot area.
 - ii. For Lots between 0.5 acres and 2.5 acres, detached dwellings and accessory buildings thereto shall cover not more than twenty-five (25) percent of the Lot area.

- iii. For Clustered Lots less than 0.5 acres, detached dwellings and accessory buildings thereto shall cover not more than sixty (60) percent of the Lot area. Maximum impervious coverage shall not exceed 65% of lot area.
- iv. For non-residential uses, maximum building coverage shall not exceed 25% of lot area.
- h. Maximum Impervious Coverage.
 - i. For Lots over 2.5 acres, maximum impervious coverage shall not exceed 30% of lot area.
 - ii. For Lots between 0.5 acres and 2.5 acres, maximum impervious coverage shall not exceed 40% of lot area.
 - iii. For Clustered Lots less than 0.5 acres, maximum impervious coverage shall not exceed 65% of lot area.
 - iv. For non-residential uses, maximum impervious coverage shall not exceed 30% of lot area.
- i. Off-street parking. Off-street parking shall be as regulated as outlined in section V(L), parking and loading requirements.
- j. Road and drainage within district. Roads within the AGH-C district shall possess the following characteristics:
 - i. Right-of-Way Width:
 - 1. Minimum 60' right-of-way width fronting Lots 80' wide or wider.
 - 2. Minimum 50' right-of-way width in clustered areas where Lots are smaller than $\frac{1}{2}$ acre.
 - 3. Minimum 22' right-of-way width for alleys / private drives
 - ii. Road Surface:
 - 1. Lots 2.5 acres or larger pavement with either open ditch or curb and gutter.
 - 2. Lots ½ acre to 2.5 acre pavement with either open ditch or curb and gutter.
 - 3. Lots smaller than $\frac{1}{2}$ acre pavement with curb and gutter.
 - iii. Travel way minimum width of 12 feet per lane. On-street Parking allowed in clustered areas, add minimum 8' width for parallel parking aisle and appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12' travel lane. All dimensions measured from face of curb / edge of pavement (where no curb)
 - iv. Lot drainage:
 - 1. Lots 2.5 acres or larger Lot drainage included in master drainage plan for development.
 - 2. Lots ½ acre to 2.5 acre Lot drainage included in master drainage plan for development.
 - 3. Lots smaller than $\frac{1}{2}$ acre Lot drainage included in master drainage plan for development.

VII(b) Single Family Residential (SFR)

- A. **Purpose and intent**. The purpose of the SFR district is to provide for Single Family residential neighborhoods of lower density. This district is compatible with the Single Family low density land use category and is intended to encourage healthy and vibrant residential neighborhoods.
- B. **Permitted principal and accessory uses and structures**. Within the Single Family residential district, no building, structure or land shall be used except for one or more of the following uses:
 - a. Detached Single Family dwellings, and any customary Single Family accessory buildings.
 - b. Attached Single Family dwellings, including duplexes and paired villas and any customary accessory buildings.
 - c. Public library, post office, schools and other public and institutional uses.
 - d. Churches and related on-campus activities.
 - e. Active and passive recreational uses.
 - f. Home based daycare facilities in accordance with state law.
 - g. Special care housing with a maximum of six residents.
- C. *Area Regulations*. Area Regulations within the SFR Single Family residential district shall be as follows:
 - a. Front yard. There shall be a front yard of not less than fifteen (15) feet measured from the font property line to the front building line, however garages with access facing front property line shall be a minimum of twenty-five (25') from right-of-way Line.
 - b. Side yard. There shall be a side yard of not less than five (5) feet for all residential and accessory buildings, unless on a corner Lot, then ten (10) feet along side street. Attached residential, side yard shall be zero where buildings connect at property line.
 - c. Rear yard.
 - i. There shall be a rear yard for all main buildings of not less than fifteen (15) feet measured from the rear building line to the rear Lot line.
 - ii. Accessory buildings, such as garages, shall have a rear yard of not less than ten (10) feet, measured from the rear building line of such garage or accessory building to the rear Lot line. Accessory building may attach to main building with open breezeway or cover (non-conditioned space).
 - d. Height regulations. No building shall exceed 35 feet in height.
 - e. Building Site Area Regulations. The minimum Lot or building site shall be forty (40) ft in width and 4,000 square feet. Minimum Lot width may be reduced by 5 feet for SF attached Lots and minimum Lot size for attached Single Family shall be 3,450 square feet.

- f. Minimum primary structure size, 1,200 sf
- g. *Maximum Building Coverage*. Dwellings and buildings accessory thereto shall cover not more than 60 percent of the Lot area.
- h. *Maximum Impervious Coverage*. Maximum impervious coverage shall not exceed sixty five (65%) of the Lot area.
- k. Off-street parking. Off-street parking shall be as regulated as outlined in section V(L), parking and loading requirements.
- i. Road and drainage within district. Roads within the SFR district shall possess the following characteristics:
 - i. Right-of-Way Width:
 - 1. Minimum 60' right-of-way width for main primary neighborhood roads.
 - 2. Minimum 50' right-of-way width for side streets where Lots are narrower than 80' in width.
 - 3. Minimum 22' right-of-way width for alleys / private drives
 - ii. Road Surface:
 - 1. Lots 80 foot in width or greater, pavement with either open ditch or curb and gutter.
 - 2. Lots smaller than 80 foot width, pavement with curb and gutter.
 - 3. Travel way minimum width of 12 feet per lane. For On-street Parking:
 - No On-street Parking allowed without designated parking spaces and there can be no use of travel lanes for parking.
 - b. Designated parking is encouraged on neighborhood streets to allow for guest parking and limited term family overflow. Where designated parking is provided, it may count towards required parking count if it meets the distance parameters for use. Designated parking shall add:
 - i. eight (8) foot width for parallel parking aisle,
 - ii. appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12' travel lane from direction of entry.
 - iii. All dimensions measured from face of curb / edge of pavement (where no curb)
- j. Lot drainage. Lot drainage included in master drainage stormwater drainage for neighborhood or development as regulated by SJRWMD and/or city of Bunnell, FL.

VII(c) Single Family Residential Medium Density (SFRM)

- A. Purpose and intent. The purpose of the Single Family residential medium density district is to provide for a diverse neighborhood, with a variety of allowed attached and detached residential types. The district is suitably located in proximity to higher density residential and commercial uses with the intent on creating a vibrant, walkable community. This district is compatible with the Single Family medium density land use category.
- B. **Permitted principal and accessory uses and structures**. Within the SFRM residential district, no building, structure, or land shall be used except for one or more of the following uses:
 - Any use permitted in the SFR district.
 - b. Single family attached.
 - c. Multifamily dwelling structures.
 - d. Daycare centers within a Multifamily structure.
 - e. Bed and breakfast inns.
 - f. Live-Work.

C. Area Regulations.

- a. Front yard. There shall be a front yard of not less than twenty-five (25) feet for any garage and fifteen (15) feet for porch / living area as measured from the property line to the front building line.
- b. Side yard. There shall be a side yard of not less than five (5) feet for all residential and accessory buildings, unless on a corner Lot, then ten (10) feet along side street. Attached residential, side yard shall be zero where buildings connect at property line.
- c. Rear yard.
 - i. There shall be a rear yard for all main buildings of not less than fifteen (15) feet measured from the rear building line to the rear Lot line.
 - ii. Accessory buildings, such as garages, shall have a rear yard of not less than ten (10) feet, measured from the rear building line of such garage or accessory building to the rear Lot line. Accessory building may attach to main building with open breezeway or cover (nonconditioned space).
- d. *Height regulations*. No building shall exceed 35 feet in height.
- e. Building Site Area Regulations.
 - i. For Single Family dwellings, the minimum Lot or building site shall be 4,000 square feet and have a width of not less than forty (40) feet measured at the front building line.

- ii. For duplex or townhome dwellings, the minimum lot or building site shall be 2,500 square feet for each end unit and 1,800 square feet for internal units. Site width for end unit shall not be less than twenty-five (25) feet and eighteen (18) feet for interior unit as measured along the front building line.
- iii. For multifamily, the minimum lot or building site shall be one hundred twenty five (125) ft in width and 15,000 square feet.
- f. Minimum size for detached primary structure is 1,200 square feet.
- g. *Maximum Building Coverage*. Dwellings and buildings accessory thereto shall cover no more than sixty-five (65) percent of the Lot area.
- h. *Maximum Impervious Coverage*. Maximum impervious coverage shall not exceed seventy (70) percent of the lot area.
- I. Off-street parking. Off-street parking shall be as regulated as outlined in section VI(K), parking and loading requirements.
- *i. Road and drainage within district.* Roads within the SFR district shall possess the following characteristics:
 - i. Right-of-Way Width:
 - 1. Minimum 60' right-of-way width for main primary neighborhood roads.
 - 2. Minimum 50' right-of-way width for side streets.
 - 3. Minimum 22' right-of-way width for alleys / private drives.
 - ii. Road Surface:
 - 1. All pavements shall be curb and gutter.
 - iii. Travel way minimum width of 12 feet per lane. For On-street Parking, an additional minimum width of:
 - 1. eight (8) foot width for parallel parking aisle,
 - 2. appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12' travel lane.
 - iv. All dimensions measured from face of curb / edge of pavement (where no curb)
- j. Lot drainage. Lot drainage included in master drainage stormwater drainage for neighborhood or development as regulated by SJRWMD.

VII(d) Multifamily Residential (MFR)

- A. **Purpose and Intent.** The purpose of the MFR zoning district is to allow for high density residential developments. The principal uses may range from SFRM to Multifamily apartment complexes. Certain commercial uses which are more functionally compatible with intensive residential uses are permitted. This district is compatible with the Multifamily land use category.
- B. **Permitted principal and accessory uses and structures.** Within the Multifamily residential district, no building, structure, or land shall be used except for one or more of the following uses:

- a. Any use permitted in the Single Family residential medium density (SFRM) district.
- b. Multifamily dwelling structures.
- c. Housing for the elderly.
- d. Professional and business offices.
- e. Neighborhood retail and commercial uses in a mixed use structure only, where there are uses such as, but not limited to, restaurants, cafes, art supplies, photo studios, barber and beauty shops, nail salons, baked goods, book stores, clothing stores, electronics stores, fine antiques, florists, gift shops, tailors and dressmakers, curio shops, pet supplies and grooming, shoe stores, travel agencies, and upholstery shops on the ground floor and residential uses above. Stand alone retail / commercial is not allowed in MFR.
- f. Private club houses not operated for gain.
- C. *Area Regulations*. Area Regulations within the MFR district shall be as follows:
 - a. *Front yard.* There shall be a front yard of at least ten (10) feet measured from the front property line to the front building line.
 - b. Side yard. There shall be a side yard of at least five (5) feet for all residential and accessory buildings. All other permitted buildings shall have a side yard of at least ten (10) feet. In the case of corner Lots, no building, and no addition to any building shall be erected or placed nearer than fifteen (15) feet to the side street line of any such Lot.
 - c. Rear yard.
 - i. There shall be a rear yard for all main buildings of at least fifteen (15) feet measured from the rear building line to the rear Lot line.
 - ii. Accessory buildings shall have a rear yard of at least ten (10) feet measured from the rear building line to the rear Lot line.
 - d. Height regulations. No buildings shall exceed 55 feet in height.
 - e. Building Site Area Regulations.
 - i. For Single Family attached dwellings, per SFR and SFRM requirements.
 - ii. For dwelling structures having an excess of four dwelling units, at least 7,000 square feet of Lot area.
 - iii. For commercial uses, minimum 2,000 square feet.
 - f. *Maximum Building Coverage*. Dwellings and buildings accessory thereto shall cover not more than sixty-five (65) percent of the Lot area.
 - g. *Maximum Impervious Coverage*. Maximum Impervious coverage shall not exceed seventy five (75%) percent of the lot area.
 - m. Off-street parking. Off-street parking shall be as regulated as outlined in

- section V(L), parking and loading requirements.
- h. Road and drainage within district. Roads within the MFR district shall possess the following characteristics:
 - i. Right-of-Way Width:
 - 1. Minimum 60' right-of-way width for main primary neighborhood roads.
 - 2. Minimum 50' right-of-way width for side streets.
 - 3. Minimum 22' right-of-way width for alleys / private drives.
 - ii. Road Surface:
 - 1. All pavements shall be curb and gutter.
 - iii. Travel way minimum width of 12 feet per lane. For On-street Parking an additional minimum width of:
 - 1. eight (8) foot width for parallel parking aisle.
 - 2. appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12' travel lane.
 - iv. All dimensions measured from face of curb / edge of pavement (where no curb).
- Lot drainage. Lot drainage included in master drainage stormwater drainage for neighborhood or development as regulated by SJRWMD and/ or City of Bunnell, FL.

VII(e) Town Center Mixed Use (TC)

- A. **Purpose and intent.** The purpose of the Town Center Mixed Use (TC) district is to guide and regulate predominately commercial uses and allow for integrated mixed-use commercial and residential development. This district is compatible with the commercial medium land use category.
- B. **Permitted principal and accessory uses and structures.** Within the TC district, no building, structure, or land shall be used except for one or more of the following uses:
 - a. Live-Work, including commercial, office and residential mixed use.
 - b. Mixed-use buildings or parcels integrating multiple uses as permitted here within.
 - c. Multifamily.
 - d. Any retail business or commercial use which does not involve the manufacturing, harvesting, or processing of products from raw materials.
 - e. Personal service establishments including, but not limited to, barber shops, beauty salons, shoe repair.
 - f. Professional office.
 - q. Medical clinics and/or offices.
 - h. Food and beverage, restaurants, cocktail lounges.
 - i. Hotels, bed and breakfast inns, licensed group homes, nursing homes, day care centers.

- j. Hardware without uncovered outside storage.
- k. Private clubhouses.
- I. Bakery and food production (where goods are prepared for regional wholesale and/or retail distribution).
- m. Dry cleaning, dyeing and laundry establishments.
- n. Convenience stores, including fueling.
- o. Bowling alleys, game rooms or arcades for pool, billiards, and other coin operated machines.
- p. Movie theater.
- q. Other uses similar in character to those listed above, which will not be noxious or offensive by reason of the emission of odor, dust, vibration, or noise and will not be visually injurious to the district with Outside Storage.

C. *Area Regulations*. Area Regulations within the TC district shall be as follows:

- a. Front yard.
 - i. There shall be a front yard of not less than 0 feet measured from the property line to the front building line.
 - ii. Multifamily Lots within the TC district shall provide a front yard of ten (10) feet, unless within a mixed use building where residential is integrated with non-residential, then TC regulations apply.

b. Side yard.

- i. There shall be a side yard of not less than 0 feet measured from the property line to the front building line.
- ii. Residential Lots within the TC district shall provide a side yard as outlined within their district, unless a mixed use building where residential is integrated with non-residential, then TC regulations apply.
- c. Rear yard. There shall be a rear yard of not less than ten (10) feet unless abutting an alley, shared commercial off-street parking or rear right-of-way.
- d. *Height regulations*. No building shall exceed 55 feet in height or 64 feet in height for mixed-use buildings.
- e. Building Site Area Regulations.
 - i. No minimum site area required.
 - ii. The floor area ratio (FAR) is limited to 0.4 FAR as regulated by the underlying land use.
- f. Maximum Building Coverage.
 - i. Main and accessory buildings shall cover no more than sixty-five (65) percent of the Lot area.

- g. Maximum Impervious Coverage.
 - i. Total impervious coverage shall not exceed 80% of lot area.
 - ii. Clustered development. Clustered community development is encouraged within the TC district that results in community / public greenspace. Individual parcels may cover their respective Lots up to 100% with building & impervious surface, if the required 20% greenspace is allocated within TC as public greenspace.
- h. *Mixed-use development density.* Mixed-use projects may include residential densities up to 20 units per acre. Within mixed use projects, residential uses must make up a minimum of 15-percent of the project, with commercial/office (or other uses as identified above) making up a minimum of 35 percent of the project. This includes residential dwellings above buildings with street level, commercial related occupancy.
- n. Off-street parking. Off-street parking shall be as regulated as outlined in section V(L), parking and loading requirements.
 - i. Shared off-street parking and on-street and off-street are incentivized per section VI (U), town center development incentives.
- *i.* Road and drainage within district. Roads within the TC district shall possess the following characteristics:
 - i. Right-of-Way Width:
 - 1. Minimum 60' right-of-way width for main primary neighborhood roads.
 - 2. 80' right-of-way width or larger encouraged where angled Onstreet Parking utilized. Medians encouraged along main thoroughfares for either turn-lanes, planting of green space, or both.
 - 3. Minimum 22' right-of-way width for alleys / private drives.
 - ii. Road Surface:
 - 1. All pavements shall be curb and gutter.
 - iii. Travel way minimum width of 12 feet per lane. For On-Street Parking, an additional minimum width of:
 - 1. eight (8) foot width for parallel parking aisle,
 - 2. appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12' travel lane.
 - iv. All dimensions measured from face of curb / edge of pavement (where no curb)
 - Lot drainage. Lot drainage included in master drainage stormwater drainage for the town center or by parcel as regulated by SJRWMD and/or City of Bunnell, FL.

VII(f) Light Industrial (LI)

- A. *Purpose and intent*. The purpose of the Light Industrial (LI) district is to provide areas in which the principal uses include light manufacturing, fabricating, and assembly plants, business, services, offices, retail, storage, warehousing, wholesaling and distribution. The intent of this district is to permit and regulate uses so that the noise, odor, dust, and glare of each operation are controlled in order to prevent / minimize them as a nuisance to adjacent land uses. This district is compatible with the industrial land use designation.
- **B.** *Permitted principal and accessory uses and structures*. The following uses shall be permitted in the LI district.
 - a. Cold storage and frozen food lockers.
 - b. Retail and wholesale sales, with shop and/or outside display of product.
 - c. Printing, lithographing, publishing or similar establishments.
 - d. Industrial equipment, sales and repair associated with the sale of the equipment. No junk equipment is allowed to be stored on premises outside enclosed building.
 - e. Construction contractors and similar with yards for storage of building supplies and materials including Outside Storage of equipment and materials.
 - f. Pest control establishments.
 - g. Light manufacturing such as electronic equipment assembly, instrument, optical goods.
 - h. Auto detailing and upholstery.
 - i. Machine shop.
 - j. Manufacture of pottery or other ceramic products.
 - k. Moving and storage companies.
 - I. Self storage / mini warehousing
 - m. Civic buildings and other government or public uses.
 - n. Rental of trailers and trucks.
 - o. Rug cleaning establishments.
 - p. Sign painting and service.
 - g. Swimming pool sales, installation and service.
 - r. Trade shops, including tinsmith, cabinetmaker, rug and carpet cleaning, electrical, roofing, sheet metal, welding and plumbing shops.
 - s. Welding or soldering shops.
 - t. Wholesale commercial activities.
 - Wholesale houses and distributors.
 - v. Wholesale nurseries, greenhouses, and landscape services.
 - w. Vehicle sales, rental, service, and repair, including new or used automobiles, boats, buses, farm equipment, motorcycles, trailers, trucks, and recreational vehicles.
 - x. Mobile homes sales.
 - y. Automotive general repairs and paint and body shop. Any open storage of wrecked, dismantled, or inoperable cars or vehicles must be screened from

the public view by a six-foot enclosed fence. No vehicles may be stored outside building in excess of 4 weeks.

- z. Outside Storage is allowable provided that:
 - i. The storage is visually screened from roads and neighboring properties by a solid fence six-feet in height or an opaque vegetative buffer at least six-feet in height. Any storage greater than six feet in height is setback from all property lines a minimum of ten feet.
 - ii. The storage is no greater than 15 feet in height.
 - iii. The storage is not land clearing debris, construction debris, recyclables, trash, garbage or other materials typically disposed of at a Class I or higher landfill.
 - iv. Vehicles inoperable longer than 4 weeks shall not be allowed.
 - v. Personal storage of non-habited recreational vehicles, boats, personal trailers and non-commercial vehicles.
 - vi. Storage of commercial vehicles is prohibited, specifically tractor trailers.
- aa. Recreational facilities, storage and recreational vehicle parks.
- bb. Private camps, camping grounds, parks and recreational areas and travel trailer parks.
- cc. Vocational, technical, trade or industrial schools and similar uses.
- dd. Essential services, including water, sewer, gas, telephone, radio and electric.
- ee. Other uses of the same general character as those listed above deemed appropriate by the planning, zoning and appeals board.
- **C.** *Performance standards.* as outlined per Bunnell Land Development Code.
- **D.** *Area Regulations*. Area Regulations within the LI district shall be as follows:
 - a. *Front yard.* There shall be a front yard of not less than thirty-five (35) feet measured from the property line to the front building line.
 - b. Side yard. There shall be a side yard of not less than fifteen (15) feet. Lots whose side Lot lines intersect streets shall have a twenty (20) foot side yard on the street side.
 - c. Rear yard. There shall be a rear yard of not less than ten (10) feet.
 - d. *Maximum Lot Coverage*. Main and accessory buildings shall cover no more than 65 percent of the total Lot area with an impervious surface limitation of 70 percent.
 - e. Building Site Area Regulations. The minimum Lot or building site area shall be 12,000 square feet and have a width of not less than 80 feet measured at the front of the building line.
 - i. The floor area ratio (FAR) is limited to 0.5 FAR.
 - f. *Height regulations*. No main building or tower or structure shall exceed 35 feet in height.
 - g. Maximum Building Coverage.
 - i. Main and accessory buildings shall cover no more than sixty-five (65) percent of the Lot area.

- h. Maximum Impervious Coverage.
 - i. Total impervious coverage shall not exceed 80% of lot area.
- i. Off-street parking. Off-street parking shall be as regulated as outlined in section V(L), parking and loading requirements.
- j. Road and drainage within district. Roads within the LI district shall possess the following characteristics:
 - i. Right-of-Way Width:
 - 1. Minimum 60' right-of-way width for main primary neighborhood roads.
 - 2. Minimum 25' right-of-way width for alleys / private drives.
 - ii. Road Surface:
 - 1. Primary roads pavement with open ditch or curb and gutter.
 - 2. Alleys / Secondary gravel or pavement.
 - iii. Travel way minimum width of 12 feet per lane. All dimensions measured from face of curb / edge of pavement (where no curb).
 - 1. eight (8) foot width for parallel parking aisle,
 - 2. appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12' travel lane.
 - iv. All dimensions measured from face of curb / edge of pavement (where no curb).
- k. Lot drainage. Lot drainage included in master drainage stormwater drainage for neighborhood or development as regulated by SJRWMD.
- E. Design regulations. Any building located on a parcel front to State Road 100, U.S. Highway 1 or State Road 11, must have the front facade designed using an architectural finish (e.g., simulated stone or brick, natural stone veneers, masonry facades, insulated stucco finish, etc.) complete with architectural treatments (e.g., wainscoting, shutters, canopies, louvers, etc.) to ensure the building is not plain nor appears as a steel building. In cases where the front facade (or main building entrance) is not facing the above-mentioned streets, both the front facade and the facade facing the above-mentioned streets must receive an architectural finish and treatments. In cases where there are multiple buildings on a parcel, only the buildings with frontage along the above-mentioned streets must meet this requirement.

VII(g) Public (P)

- A. *Purpose and intent*. Uses within the Public (P) district shall be restricted to those necessary or essential to the administration and operation of the community, city or county, including but not limited to a schools, libraries, city hall, courthouse, recreational facilities, water works, pumping stations and sewerage facilities, correctional, fire, emergency and safety operations facilities, public and semi-public Open Spaces and other similar activities. This district is compatible with the public comprehensive plan land use designation.
- B. Area Regulations.

- a. *Front yard.* There shall be a front yard of not less than fifteen (15) feet measured from the property line to the front building line.
- b. Side yard. There shall be a side yard of not less than ten (10) feet.
- c. Rear yard. There shall be a rear yard of not less than ten (10) feet.
- d. *Height regulations*. No main building shall exceed 35 feet in height. There shall be no limit for towers and other utility structures
- e. Maximum Building Coverage.
 - i. Main and accessory buildings shall cover no more than sixty-five (65) percent of the Lot area.
- f. Maximum Impervious Coverage.
 - i. Total impervious coverage shall not exceed 80% of lot area.
- g. Floor Area Ratio (FAR) is limited to 0.6 FAR.

VII. PUD REVIEW CRITERIA

- A. Comprehensive Plan Consistency All applications for zoning compliance with this PUD shall remain consistent with the comprehensive plan as adopted.
- B. **Development Agreement Consistency** All applications for zoning compliance with this PUD shall remain consistent with the companion development agreement and terms outlined within each document, including all cost share and fee structures outlined.
- C. **Internal Compatibility** The PUD provides for integrated design and compatible uses within the Community and individual applications shall be reviewed within the context of the whole PUD Community.
- D. **Common Areas** Common areas and public roads within the Community shall remain private to the Community yet remain accessible to members of the Bunnell community at large. Implementation and maintenance shall be the responsibility of the Community through an HOA, CDD or other legal entity.
- E. **Environmental** Environmental permitting shall be implemented through and in compliance with SJRWMD requirements and/or the current governing agency.
- F. **Transportation** Drive / Road connections to state roads shall be in compliance with Florida Department of Transportation (FDOT) requirements; to County roads in compliance with Flagler County; and City roads, in compliance with the City of Bunnell.
- G. **Platting -** Platting shall be through the City of Bunnell application process / regulations.
- H. A Site Development Plan (SDP) A SDP shall be submitted to City of Bunnel for review and compliance with Reserve at Haw Creek PUD development guidelines, Reserve at Haw Creek Development Agreement and City of Bunnell application and review criteria. Compliance is required with the following prior to preliminary plat submittal (per City of Bunnell Guidelines):
 - a) Minimum Lot sizes

- b) Right-of-way layout and compliance

- c) Road design
 d) Off-street parking
 e) Open Space and parks and recreation compliance
 f) Zoning and land use

Exhibit "B"

Property Boundary Legal Description with Survey

A PARCEL OF LAND LYING IN SECTION 8 OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, AND ALSO LYING IN SECTION 15, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF BUNNELL DEVELOPMENT COMPANYS LAND AS RECORDED IN MAP BOOK 1, PAGE 1, AND ALSO SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST A PORTION OF WHICH LIES IN SAID BUNNELL DEVELOPMENT COMPANYS LAND, SECTION 17, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY LAND, SECTION 18, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF SAID ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION. SECTIONS 20, 21, AND 22, OF TOWNSHIP 12 SOUTH. RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND, AND ALSO LYING IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, PORTIONS OF WHICH LIE IN ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION AND CRESCENT SHORES SUBDIVISION AS RECORDED IN MAP BOOK 2, PAGE 17, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A NAIL AND DISK LABELED "WILCOX LS2238", MARKING THE NORTHWEST CORNER OF SAID SECTION 15, TOWNSHIP 12 SOUTH, RANGE 30 EAST AND BEAR S01°43'06"E ALONG THE WESTERLY LINE OF SECTION 15 A DISTANCE OF 25.00' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD(A 50' PUBLIC RIGHT-OF-WAY), AND TO THE NORTHWEST CORNER OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (15-12-30-0850-000B0-0040) BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD ALSO BEING THE NORTHERLY LINE OF SAID LANDS REFERENCED IN PARCEL ID: (15-12-30-0850-000B0-0040). N89°53'29"E A DISTANCE OF 132.21': THENCE DEPARTING SAID RIGHT-OF-WAY S01°39'01"E A DISTANCE OF 434.34'; THENCE N89°52'35"W A DISTANCE OF 17.83'; THENCE S01°38'50"E A DISTANCE OF 200.36'; THENCE N89°42'16"E A DISTANCE OF 574.18'; THENCE S01°34'38"E A DISTANCE OF 285.74'; THENCE N89°42'16"E A DISTANCE OF 306.03'; THENCE A DISTANCE OF S01°30'16"E 42.66'; THENCE N89°36'43"E A DISTANCE OF 330.97'; THENCE A DISTANCE OF S01°25'57"E A DISTANCE OF 1639.22' TO THE NORTHERLY LINE OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (15-12-30-0650-000C0-0042); THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ID: (15-12-30-0650-000C0-0042) N89°08'44"E A DISTANCE OF 164.44"; THENCE A DISTANCE OF S01°21'46"E A DISTANCE OF 1302.31'; THENCE N88°24'21"E A DISTANCE OF

44.66' TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11(SR11); THENCE ALONG THE SAID WESTERLY LINE OF SR11 S39°21'05"W A DISTANCE OF 1742.76' TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 22. TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE CONTINUE S39°21'05"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 A DISTANCE OF 647.22' TO THE EASTERLY LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S39°21'05"W A DISTANCE OF 3753.88' TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 011°11'10", A RADIUS OF 5807.06', A LENGTH OF 1133.46', A CHORD BEARING OF S33°45'35"W AND A CHORD DISTANCE OF 1131.66' TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 S28°10'05"W A DISTANCE OF 951.54' TO THE SOUTHERLY LINE OF SAID SECTION 21, AND THE SOUTHERLY LINE OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (21-12-30-0000-01010-0010); THENCE ALONG THE SOUTHERLY LINE OF SECTION 21, S88°42'07"W A DISTANCE OF 1983.84' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE ALONG THE WESTERLY LINE OF SECTION 21 N01°44'23"E A DISTANCE OF 3242.53' TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE S89°13'30"W A DISTANCE OF 1994.32' TO THE LANDS OCCUPIED BY JOYCE WALLACE, OR 2173, PG 1759; THENCE N00°27'07"W A DISTANCE OF 672.43': THENCE N88°53'32"E A DISTANCE OF 460.30'; THENCE N00°59'31"E A DISTANCE OF 661.67'; THENCE S88°54'19"W A DISTANCE OF 1266.54' TO THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE CONTINUE S88°54'19"W A DISTANCE OF 1315.79'; THENCE S01°06'12"E A DISTANCE OF 1322.07'; THENCE S89°13'30"W A DISTANCE OF 657.42' TO THE SOUTHEAST CORNER OF TRACT 8, BLOCK B, OF SECTION 20, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N01°16'04"W ALONG THE EASTERLY LINE OF SAID TRACT 8, A DISTANCE OF 638.83'; THENCE N89°01'18"W ALONG THE NORTHERLY LINE OF TRACT 8, A DISTANCE OF 660.43' TO THE CENTERLINE OF WEST BLACK POINT ROAD, A 50' MAINTAINED PUBLIC RIGHT-OF-WAY; THENCE N01°12'21"W ALONG THE CENTERLINE OF WEST BLACK POINT ROAD, A DISTANCE OF 1977.10' TO THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION: THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18. N01°40'52"E A DISTANCE OF 19.90': THENCE DEPARTING THE CENTERLINE OF WEST BLACK POINT ROAD AND THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18, N84°12'43"W A DISTANCE OF 1569.58'; THENCE S22°06'08"W A DISTANCE OF 223.70' TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE S88°59'14"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 986.38' TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 18: THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 18 S88°59'14"W A DISTANCE OF 2631.80' TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION; THENCE S89°46'37"W ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 2615.38' TO THE EASTERLY LINE OF COUNTY ROAD 65(FORMERLY DEAN ROAD PER SAID CRESCENT SHORES SUBDIVISION PLAT), AN 80' MAINTAINED PUBLIC RIGHT-OF-WAY: THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 65, N00°48'58"W A DISTANCE OF 2634.39' TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID CRESCENT SHORES SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 13; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N00°50'16"W A DISTANCE OF 655.12' TO AN INTERSECTION WITH THE NORTHERLY LINE OF CRESCENT SHORES SUBDIVISION; THENCE DEPARTING THE RIGHT-OF-WAY LINE N89°22'31"E A DISTANCE OF 620.87'; THENCE N02°04'51"W A DISTANCE OF 656.30'; THENCE N89°17'01"E A DISTANCE OF 1162.49'; THENCE N01°21'44"W A DISTANCE OF 1301.32' TO THE SOUTHERLY LINE OF COUNTY ROAD 302(CR302), A 95' PUBLIC RIGHT-OF- WAY; THENCE ALONG THE SAID SOUTHERLY LINE OF CR302, N89°32'29"E A DISTANCE OF 647.15' TO A POINT AT AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, SAID POINT LYING AT A DISTANCE OF 20.23' AND AT A BEARING OF S05°56'43"E OF A 6x6 CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 18; THENCE N89°37'36"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 A DISTANCE OF 226.40' TO AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 PER FLAGLER COUNTY PROPERTY APPRAISERS OFFICE; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302, S00°45'47"E A DISTANCE OF 1329.37'; THENCE N88°12'58"E A DISTANCE OF 656.83' TO THE SOUTHWEST CORNER OF THE LANDS OCCUPIED BY CHARLIE BEMBRY, REFERENCED BY FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00040-0010); THENCE CONTINUE N88°12'58"E, ALONG THE SOUTHERLY LINE OF BEMBRY'S, A DISTANCE OF 349.68'; THENCE N00°45'26"W ALONG THE EASTERLY LINE OF BEMBRY'S A DISTANCE OF 12.66' TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18: THENCE N89°19'01"E A DISTANCE OF 966.42' TO THE SOUTHEAST CORNER OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00030-0020); THENCE N00°54'32"E ALONG THE EASTERLY LINE OF SAID LANDS A

DISTANCE OF 1286.40' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302; THENCE N89°37'36"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 372.38'; THENCE N21°21'23"E A DISTANCE OF 33.00'; THENCE N89°37'36"E A DISTANCE OF 158.57' TO A NON-RADIAL INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY, IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100(SR100, A 100' RIGHT-OF- WAY AT PRESENT); THENCE ALONG THE CURVE TO THE LEFT BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 SAID CURVE HAVING A DELTA OF 008°35'47", A RADIUS OF 5779.65', A LENGTH OF 867.16', A CHORD BEARING OF S81°21'35"E, AND A CHORD DISTANCE OF 866.35' TO A POINT OF TANGENCY IN THE SAID RIGHT-OF-WAY LINE: THENCE CONTINUE ALONG THE RIGHT-OF-WAY OF SR100 S85°39'29"E A DISTANCE OF 1284.36' TO LANDS OF THE POLONIA SOCIETY AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (07-12-30-5550-00160-0030) AND TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION AS NOW IN USE; THENCE DEPARTING THE RIGHT-OF-WAY OF SR100 S00°09'41"W ALONG SAID WESTERLY LINE OF SECTION 8 A DISTANCE OF 479.76' TO THE SOUTHERLY LINE OF THE POLONIA SOCIETY LANDS; THENCE S89°45'41"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 720.47' TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID LANDS; THENCE N00°41'17"W ALONG THE EASTERLY LINE OF SAID LANDS OF THE POLONIA SOCIETY A DISTANCE OF 428.70' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE S85°39'29"E ALONG THE RIGHT-OF- WAY LINE OF SR100 A DISTANCE OF 1326.32' TO AN INTERSECTION WITH THE WESTERLY LINE OF BLOCK 14, TRACT 1, SECTION 8, ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, ALSO BEING THE NORTHWEST CORNER OF LANDS AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550- 00140-0000); THENCE S00°42'49"E ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 300.13' TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS COMPANYS SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, N88°35'17"E A DISTANCE OF 1320.49' TO A 4x4 CONCRETE MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 17; THENCE N89°27'03"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 662.91' TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1649 AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0035); THENCE S01°00'11"E ALONG SAID WESTERLY LINE A DISTANCE OF 44.86' TO THE SOUTHWEST CORNER OF SAID LANDS: THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS S85°39'50"E A DISTANCE OF 254.42' TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1651, AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0032); THENCE CONTINUE S85°39'50"E ALONG THE SOUTHERLY LINE OF SAID LANDS A DISTANCE OF 270.82' TO THE EASTERLY LINE OF SAID LANDS: THENCE N00°55'58"E ALONG SAID EASTERLY LINE, A DISTANCE OF 135.47' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT- OF-WAY LINE S85°39'29"E A DISTANCE OF 138.69'; THENCE DEPARTING THE RIGHT-OF-WAY LINE S00°51'24"E A DISTANCE OF 34.05' TO SAID NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 17; THENCE ALONG SAID NORTHERLY LINE N89°27'03"E A DISTANCE OF 397.59' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE RIGHT-OF-WAY LINE OF SR100 S85°39'23"E A DISTANCE OF 86.59' TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF 004°54'50", A RADIUS OF 11,509.19'; A LENGTH OF 987.07', A CHORD BEARING OF S88°06'54"E, AND A CHORD DISTANCE OF 986.77'; THENCE N89°25'41"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100 A DISTANCE OF 1778.54' TO THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF TRACT 2, BLOCK B, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE CONTINUE ALONG THE SOUTHERLY RIGH-OF-WAY LINE OF SR100 N89°25'41"E A DISTANCE OF 66.42' TO THE NORTHWEST CORNER OF LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753 AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (16-12-30-0650-000B0-0020); THENCE ALONG THE WESTERLY LINE OF SAID LANDS, S01°45'35"E A DISTANCE OF 609.33'; THENCE N89°24'00"E A DISTANCE OF 658.42' TO THE EASTERLY LINE OF SAID LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753; THENCE N01°43'51"W A DISTANCE OF 610.14' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE N89°25'41"E A DISTANCE OF 19.40' TO THE WESTERLY LINE OF LOT 8, BLOCK 1, BUNNELL GARDENS; THENCE DEPARTING THE RIGHT-OF-WAY LINE S01°58'41"E A DISTANCE OF 79.38'; THENCE N88°57'01"E A DISTANCE OF 102.38'; THENCE N01°58'01"W A DISTANCE OF 78.53' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG SAID RIGHT-OF-WAY LINE N89°25'41"E A DISTANCE OF 649.03' TO A POINT OF CURVATURE, CONCAVE NORTHWESTERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 012°21'59", A RADIUS OF 1482.68', A LENGTH OF 320.02', A CHORD BEARING OF N83°15'40"E AND A CHORD DISTANCE OF 319.40' TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD, A 50' PUBLIC RIGHT-OF-WAY; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD N88°56'33"E A DISTANCE OF 1526.50' TO THE POINT OF BEGINNING.

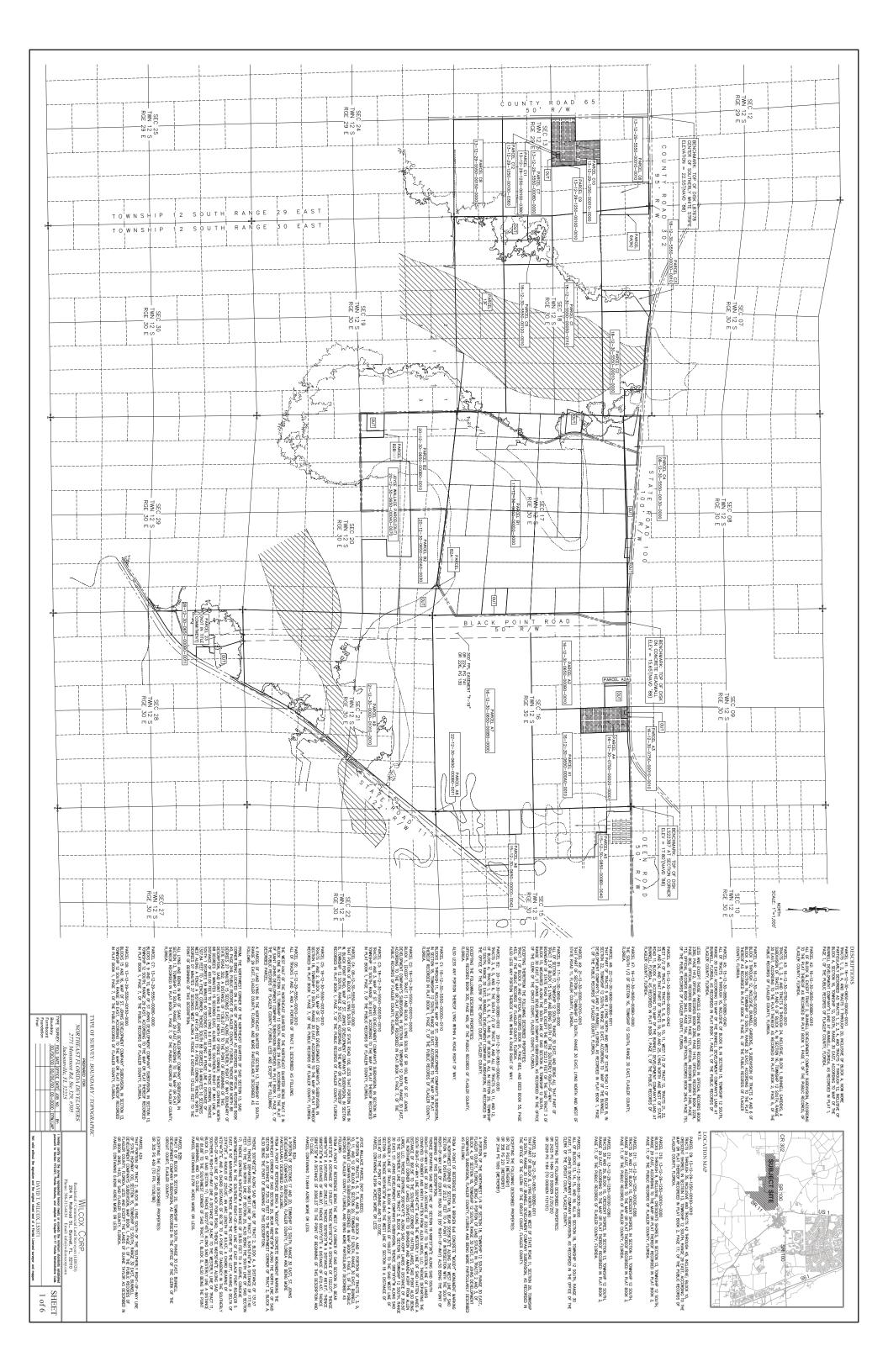
LESS THE FOLLOWING PARCELS AS REFERENCED BY FLAGLER COUNTY: 17-12-30-0650-000D0-0010 ~ 5.2401 ACRES MORE OR LESS

- 17-12-30-0650-000D0-0011 ~ 5.2711 ACRES MORE OR LESS
- 20-12-30-0650-000A0-0010 ~ 16.1628 ACRES MORE OR LESS
- 17-12-30-0650-000B0-0000 ~ 5.706 ACRES MORE OR LESS (ALBERT)
- 18-12-30-5550-00120-0031 ~ 4.9726 ACRES MORE OR LESS (BUBBA)
- 18-12-30-5550-00120-0030 ~ 4.9772 ACRES MORE OR LESS (RHONDA)
- 13-12-29-1250-00100-0400 ~ 0.1256 ACRES MORE OR LESS (SCOTTS)

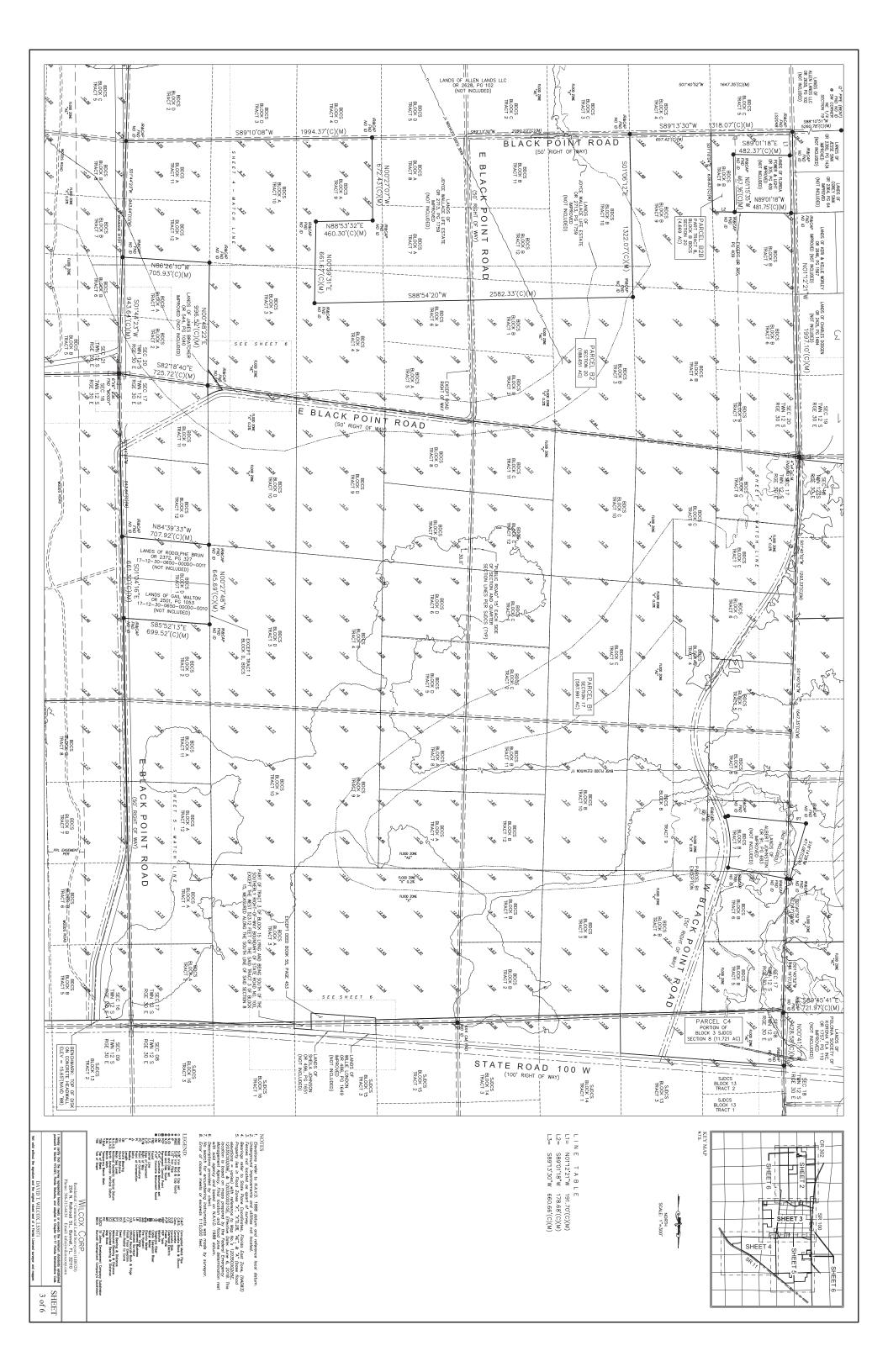
ALSO, LESS AND EXCEPT THE FOLLOWING:

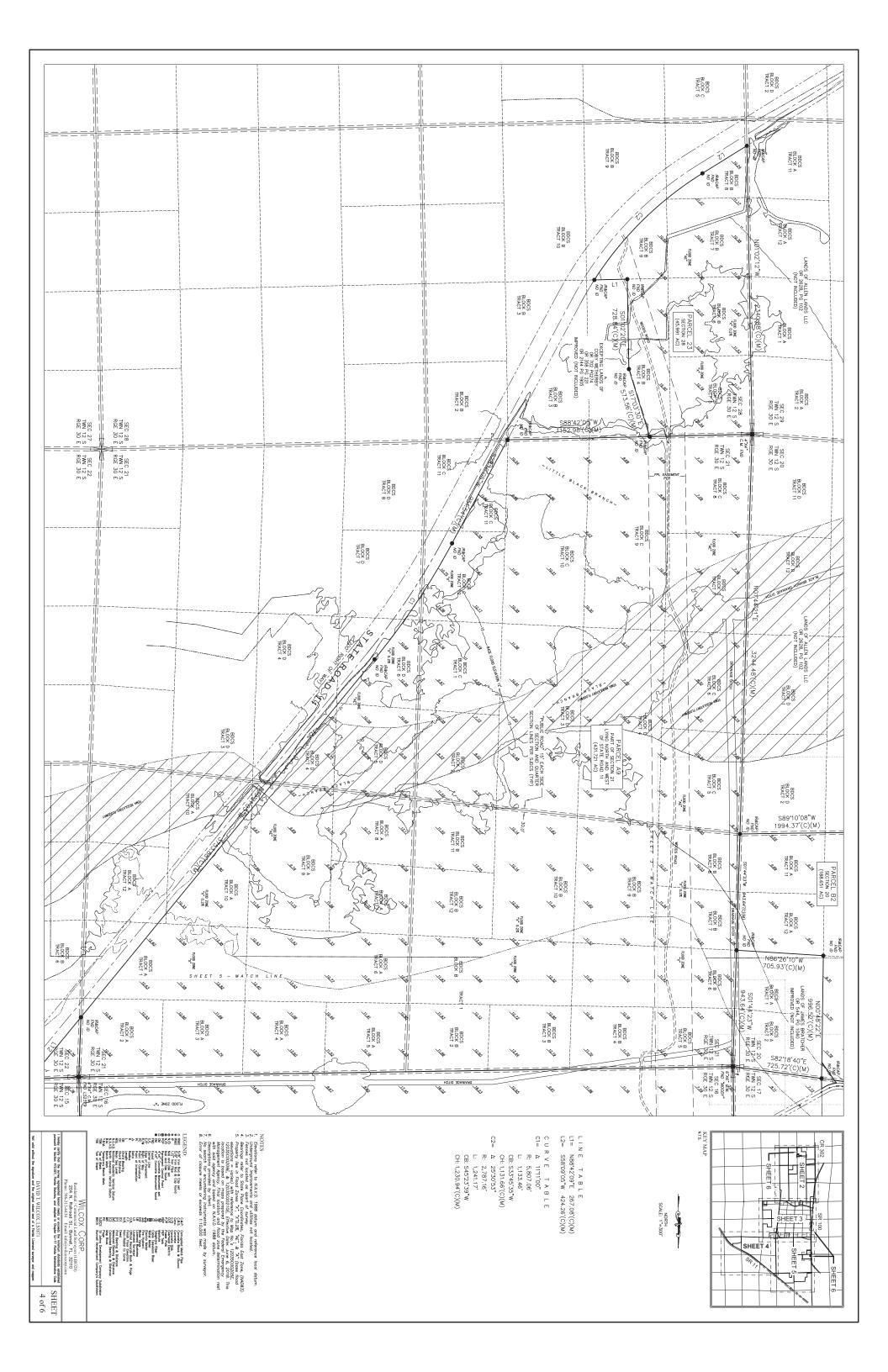
LESS OVER 27 ACRES FOR ROADS AND RIGHTS-OF-WAYS INCLUDING DEEN ROAD, STATE ROAD 11, COUNTY ROAD 80, COUNTY ROAD 65, COUNTY ROAD 302, STATE ROAD 100(STATE ROAD 20), COUNTY ROAD 5 WEST(WEST BLACK POINT ROAD), BLACK POINT ROAD, EAST BLACK POINT ROAD AND VARIOUS OTHER ACCESS EASEMENTS AS RECORDED IN PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

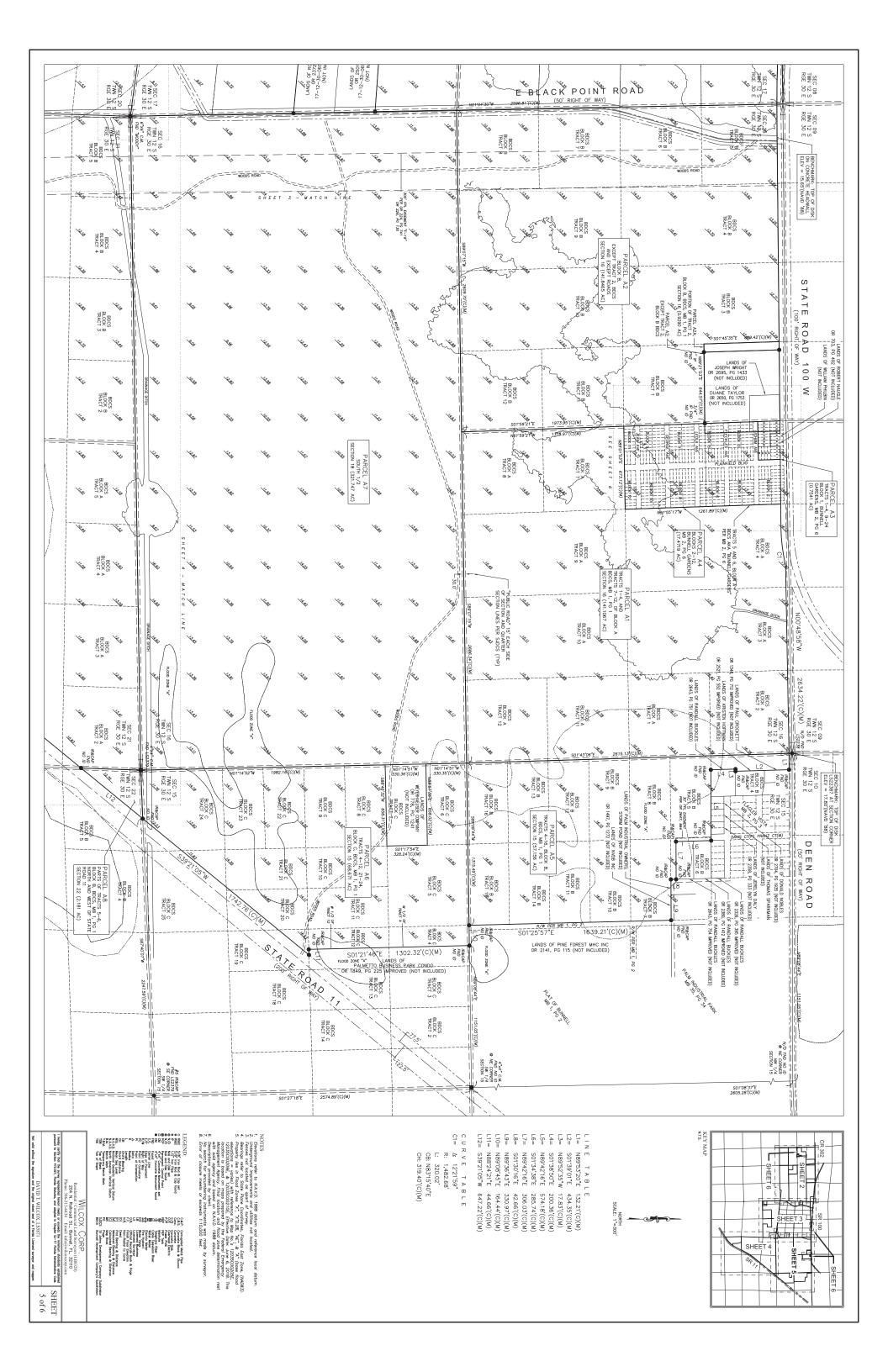
SUBJECT TO EASEMENTS AND ROAD RIGHTS-OF-WAYS AS RECORDED IN BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 7, AND ALSO AS RECORDED IN BUNNELL GARDENS, MAP BOOK 2, PAGE 6, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN CRESCENT SHORES, MAP BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A 300' WIDE POWER LINE EASEMENT ENCUMBERING 71.3435 ACRES, AND VARIOUS OTHER ENCUMBERING INSTRUMENTS FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.











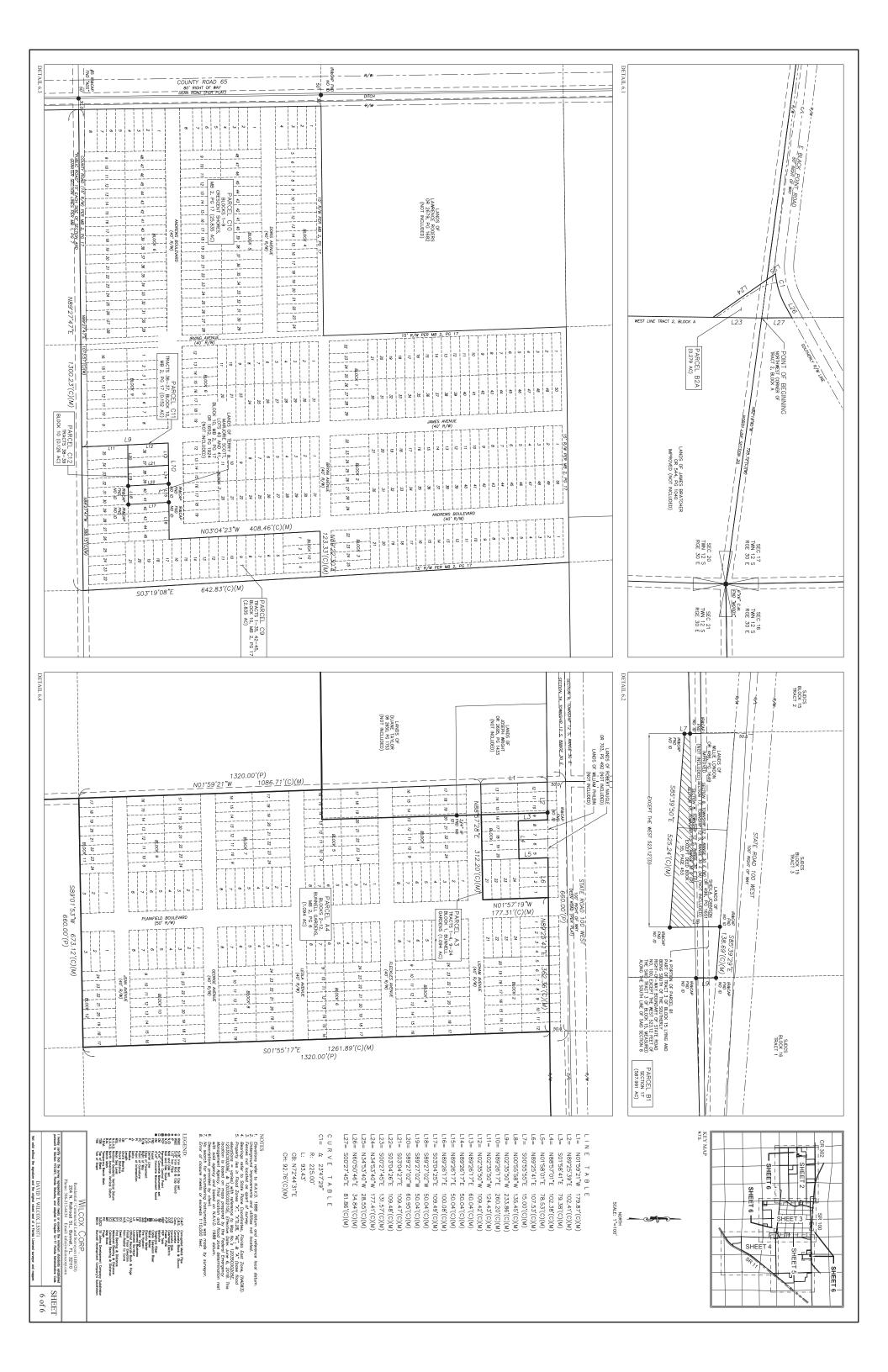


Exhibit "C"

Reserve at Haw Creek Master Conceptual Plan



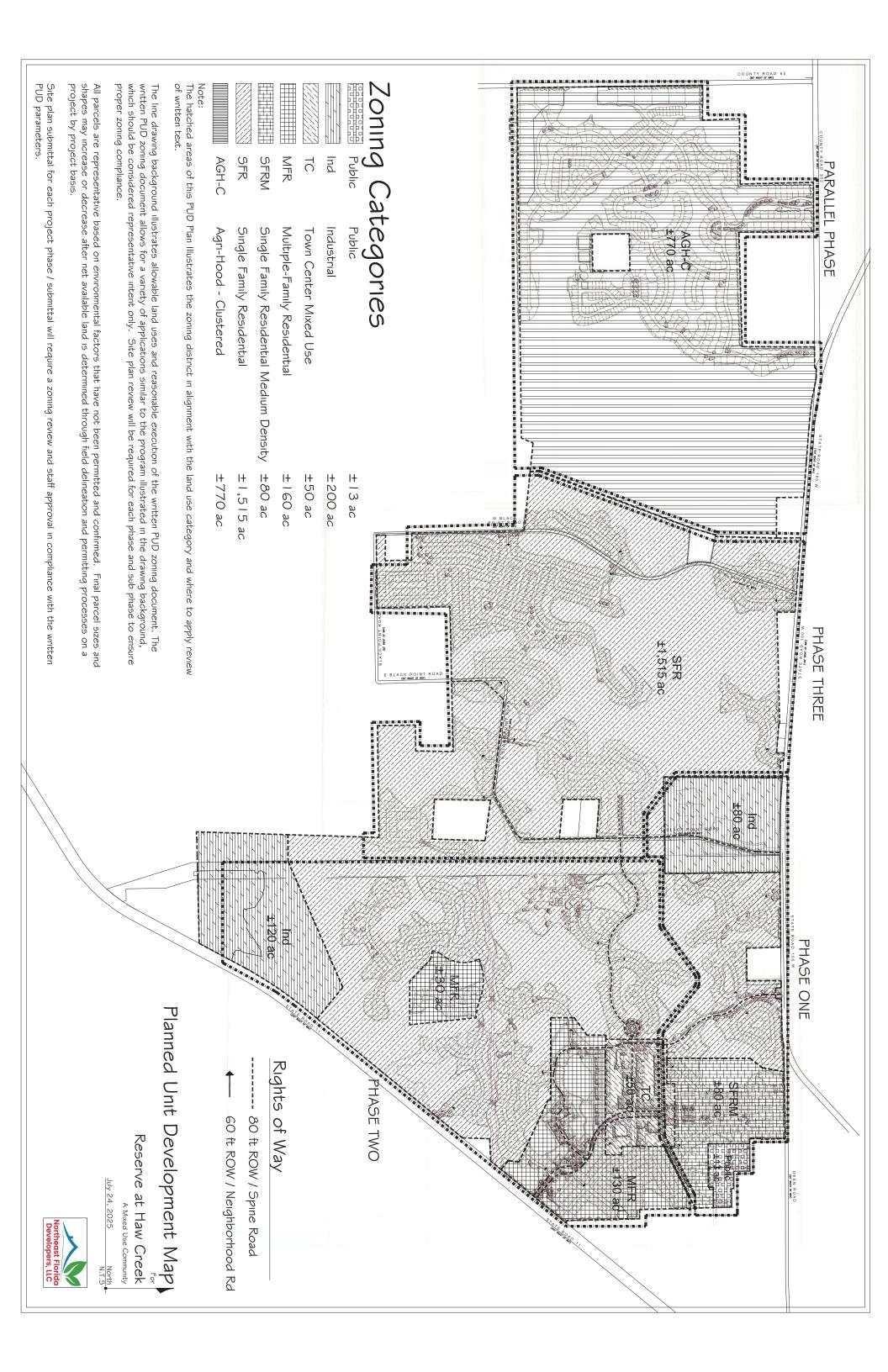
Exhibit "D"

Green Space and Park Space Distribution



Exhibit "E"

Reserve at Haw Creek Zone Map



Via email: <u>Chad@newleafci.com</u>

Ref: 6409.01

Draft Print

04/21/2025 6:00:58 PM

TECHNICAL MEMORANDUM

To: Chad Grimm, Northeast Florida Developers, LLC

From: Kady L. Dearing, PE

Subject: Reserve at Haw Creek – Rezoning Traffic Impact Analysis (RTIA)

Bunnell, FL

Date: April 21, 2025

INTRODUCTION

LTG, Inc. (LTG) has been retained by Northeast Florida Developers, LLC to conduct traffic engineering and transportation planning services on behalf of the proposed Rezoning Traffic Impact Analysis (RTIA) for the project known as Reserve at Haw Creek. The subject property is located in the southwestern quadrant of SR 11 (W. Moody Boulevard) and SR 100 in the City of Bunnell, Florida. Figure 1 depicts the location of the development in relation to the roadway network.

The proposed rezoning will change the existing zoning of a 2,787.5-acre property from 2,655 acres of Agriculture & Silviculture (AG&S), 0.28 acres of Agriculture (Flagler) (AC), and 131 acres of Residential-1 (RES - 1) to 2,786.28 acres of Planned Unit Development (PUD), allowing for an integrated master planned mixed use community including residential, commercial, light industrial, support services, parks and recreation and conservation. A conceptual site plan is shown in **Exhibit A**.

The transportation impacts will be assessed for those roadway segments in which the difference in project traffic is anticipated to impact the peak hour two-way capacity, at the adopted level of service (LOS), at 3% or more. The difference in trips between the existing and post maximum development scenarios is what is used as project trips. The impact of the trip difference will be assessed through a segment analysis for the year 2035. Please note that the development scenarios are based on maximum development potential of the existing zoning and the proposed zoning and may not reflect the final development plan proposed for the site. If/when the Applicant decides to file for transportation concurrency, a Traffic Impact Analysis (TIA) will be conducted and submitted.

TRIP GENERATION FOR THE EXISTING VS PROPOSED ZONING DESIGNATION

The trip generation was determined using the Institute of Transportation Engineers (ITE) document, <u>Trip Generation Manual</u>, 11th Edition. The total daily, AM peak hour, and PM peak hour trips for the existing and proposed zoning designations are shown in **Tables 1 and 2**, respectively.

First, the existing AG&S, AC, and RES – 1 land use designations were examined. Single-Family Detached Housing (ITE land use code (LUC) 210) was the highest trip-generating use that would be permitted for each existing designation. Based on the permitted densities of 1 single family dwelling unit (SFDU) per 5 acres for AG&S, 1 SFDU per 5 acres for AC, and 4 SFDU per acre for R-1, a maximum development program of 1,055 single family dwelling units is permitted. As indicated in **Table 1**, the existing zoning for the site could generate 8,817 daily, 636 AM peak hour, and 910 PM peak hour trips.

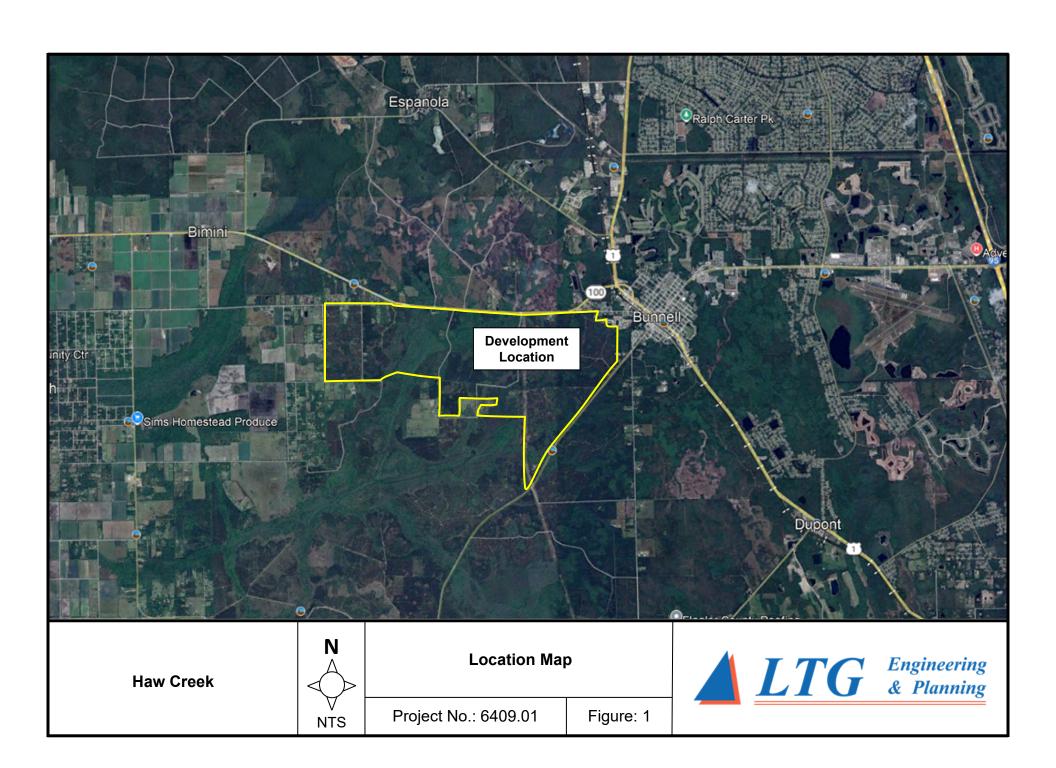


Table 1 Existing Zoning Total Trip Generation Reserve at Haw Creek – RTIA

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quan (X		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	0:		Ln(T)=0.92Ln(X)+2.68			50%	50%	4,408	4,408	8,817
AM Peak Hour	Single-Family Detached Housing	210	Ln(T)=0.91Ln(X)+0.12	1,055	DU	25%	75%	159	477	636
PM Peak Hour	Detactica Flousing		Ln(T)=0.94Ln(X)+0.27			63%	37%	573	337	910

Next, the proposed PUD was examined. The proposed maximum land use plan for the PUD is as follows:

- Single Family Detached Housing: 4,450 Dwelling Units (DU)
- Senior Adult Housing Single-Family: 750 DU
- Multifamily Housing (Low-Rise): 800 DU
- Multifamily Housing (Mid-Rise): 2,000 DU
- Supermarket: 58.00 KSF
- Shopping Plaza (40-150k): 85.00 KSFHardware/Paint Store: 25.00 KSF
- Nursery (Garden Center): 10.00 KSF
- Convenience Store/Gas Station (VFP 9-15): 10.00 KSF
- Fast-Food Restaurant w/ Drive-Thru: 6.50 KSF
- Fast Casual Restaurant: 15.875 KSF
 Fine Dining Restaurant: 15.00 KSF
- Church: 104.50 KSFDrive-In Bank: 7.00 KSF
- Hotel: 135 Rooms
- General Office Building: 75.00 KSF
- Mini-Warehouse: 125.00 KSF
- Fire and Rescue Station: 35.00 KSFGeneral Light Industrial: 250.00 KSF
- Outdoor Storage: 265.00 KSF
- Specialty Trade Contractor: 100.00 KSF
- Campground/Recreational Vehicle Park: 800 Pads

Table 2 presents the gross trip generation for this development program.

Due to the mixed-use nature of the development, a portion of the trips are expected to remain internal to the site, known as internal capture. Additionally, a portion of the trips known as pass-by will be attracted to the development from the existing traffic on the adjacent roadway. The internal capture and pass-by trips were calculated using the procedures outlined in Report 684 from the National Cooperative Highway Research Program (NCHRP) and the 2021 Pass-By Tables included in the ITETripGen Web-based App Appendices. The NCHRP internal capture calculations are attached as **Exhibit B**.

As stated in the VFTPO TIA Guidelines, in no case will an internal capture of more than 20% of the gross project trips be allowed. Therefore, the calculated total number of internal trips have been confirmed that they do not exceed the 20% limit of the gross project trips ends. Additionally, pass-by capture shall not exceed 10% of the adjacent roadway traffic if the development accesses an Florida Department of Transportation (FDOT) maintained roadway. Therefore, the total number of pass-by trips have been limited to 10% of the traffic on the adjacent roadway of SR 100 (2023 AADT = 10,100 x k-factor $0.09 \times 10\% = 91$ trips). **Table 3** presents the resulting total net trip generation after the subtraction of internal capture and pass-by trips for this development program.



Table 2 **Proposed Zoning - Gross Trip Generation** Reserve at Haw Creek - RTIA

		Land	eserve at Haw Creek	_	`					Total
Time Period	Land Use	Use Code	Trip Rate/Equation	Quan	tity (X)	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Trips (T)
	Single Family Detached Housing	210	Ln(T)=0.92Ln(X)+2.68	4,450	DÚ	50%	50%	16,572	16,572	33,144
	Senior Adult Housing - Single-Family	251	Ln(T)=0.85Ln(X)+2.47	750	DU	50%	50%	1,642	1,643	3,285
	Multifamily Housing (Low-Rise)	220	T=6.41(X)+75.31	800	DU	50%	50%	2,601	2,602	5,203
	Multifamily Housing (Mid-Rise)	221	T=4.77(X)-46.46	2,000	DU	50%	50%	4,747	4,747	9,494
	Supermarket	850	T=83.39(X)+539.33	58.00	KSF	50%	50%	2,688	2,688	5,376
	Shopping Plaza (40-150k) (No	821	T=67.52(X)	85.00	KSF	50%	50%	2,870	2,869	5,739
	Hardware/Paint Store	816	T=8.07(X)	25.00	KSF	50%	50%	101	101	202
	Nursery (Garden Center) Convenience Store/Gas Station (VFP	817	T=68.1(X)	10.00	KSF	50%	50%	341	341	681
	Fast-Food Restaurant w/ Drive-Thru	945 934	T=700.43(X) T=467.48(X)	10.00 6.50	KSF KSF	50% 50%	50% 50%	3,502 1,520	3,502 1,519	7,004 3,039
	Fast Casual Restaurant	930	T=97.14(X)	15.875	KSF	50%	50%	771	771	1,542
	Fine Dining Restaurant	931	T=83.84(X)	15.00	KSF	50%	50%	629	629	1,258
Dany	Church	560	T=7.6(X)	104.50	KSF	50%	50%	397	397	794
	Drive-In Bank	912	T=100.35(X)	7.00	KSF	50%	50%	351	351	702
	Hotel	310	T=10.84(X)-423.51	135	Rooms	50%	50%	520	520	1,040
	General Office Building	710	Ln(T)=0.87Ln(X)+3.05	75.00	KSF	50%	50%	452	452	903
	Mini-Warehouse	151	T=1.45(X)	125.00	KSF	50%	50%	90	91	181
	Fire and Rescue Station	575	N/A	35.00	KSF	50%	50%	0	0	NA
	General Light Industrial	110	T=3.76(X)+50.47	250.0	KSF	50%	50%	495	495	990
	Outdoor Storage*	151	T=1.45(X)	265.0	KSF	50%	50%	192	192	384
	Specialty Trade Contractor	180	T=9.82(X)	100.0	KSF	50%	50%	491	491	982
	Campground/Recreational Vehicle Park	416	N/A	800	Pads	50%	50%	0	0	NA
	Total:	0.10	L=/T) 0.041 (22) 0.13	4.450	D::	050/	750/	40,972	40,973	81,943
	Single Family Detached Housing	210	Ln(T)=0.91Ln(X)+0.12	4,450	DU	25%	75%	589	1,767	2,356
	Senior Adult Housing - Single-Family	251	Ln(T)=0.76Ln(X)+0.16	750	DU	33%	67%	59	121	180
	Multifamily Housing (Low-Rise) Multifamily Housing (Mid-Rise)	220 221	T=0.31(X)+22.85 T=0.44(X)-11.61	800 2,000	DU DU	24% 23%	76% 77%	65 200	206 668	271 868
	Supermarket	850	T=2.86(X)	58.00	KSF	59%	41%	98	68	166
	Shopping Plaza (40-150k) (No	821	T=1.73(X)	85.00	KSF	62%	38%	91	56	147
	Hardware/Paint Store	816	T=0.92(X)	25.00	KSF	54%	46%	12	11	23
	Nursery (Garden Center)	817	T=2.43(X)	10.00	KSF	50%	50%	12	12	24
	Convenience Store/Gas Station (VFP	945	T=56.52(X)	10.00	KSF	50%	50%	283	282	565
	Fast-Food Restaurant w/ Drive-Thru	934	T=44.61(X)	6.50	KSF	51%	49%	148	142	290
	Fast Casual Restaurant	930	T=1.43(X)	15.875	KSF	50%	50%	11	12	23
AM Peak- Hour	Fine Dining Restaurant	931	T=0.37(X)	15.00	KSF	50%	50%	3	3	6
rioui	Church	560	T=0.37(X)-1.84	104.50	KSF	62%	38%	23	14	37
	Drive-In Bank	912	T=9.95(X)	7.00	KSF	58%	42%	41	29	70
	Hotel	310	T=0.5(X)-7.45	135	Rooms	56%	44%	34	26	60
	General Office Building	710	Ln(T)=0.86Ln(X)+1.16	75.00	KSF	88%	12%	115	16	131
	Mini-Warehouse	151	T=0.09(X)	125.00	KSF	59%	41%	6	5	11
	Fire and Rescue Station	575	N/A T=0.74(X)	35.00	KSF	N/A	N/A	0	0	0
	General Light Industrial Outdoor Storage*	110 151	T=0.74(X)	250.0 265.0	KSF KSF	88% 59%	12% 41%	163 14	22 10	185 24
	Specialty Trade Contractor	180	T=0.09(X) T=1.66(X)	100.0	KSF	74%	26%	123	43	166
	Campground/Recreational Vehicle Park	416	T=0.16(X)+2.93	800	Pads	36%	64%	47	84	131
	Total:	710	1-0.10(X)12.30	000	1 443	0070	0470	2,137	3,597	5,734
	Single Family Detached Housing	210	Ln(T)=0.94Ln(X)+0.27	4,450	DU	63%	37%	2,218	1,303	3,521
	Senior Adult Housing - Single-Family	251	Ln(T)=0.78Ln(X)+0.20	750	DU	61%	39%	131	83	214
	Multifamily Housing (Low-Rise)	220	T=0.43(X)+20.55	800	DU	63%	37%	230	135	365
	Multifamily Housing (Mid-Rise)	221	T=0.93(X)+0.34	2,000	DU	61%	39%	1,135	725	1,860
	Supermarket	850	T=8.95(X)	58.00	KSF	50%	50%	260	259	519
	Shopping Plaza (40-150k) (No	821	T=5.19(X)	85.00	KSF	49%	51%	216	225	441
	Hardware/Paint Store	816	T=2.98(X)	25.00	KSF	46%	54%	35	41	75
	Nursery (Garden Center)	817	T=6.94(X)	10.00	KSF	50%	50%	35	35	69
	Convenience Store/Gas Station (VFP	945	T=54.52(X)	10.00	KSF	50%	50%	273	272	545
	Fast-Food Restaurant w/ Drive-Thru	934	T=33.03(X)	6.50	KSF	52%	48%	112	103	215
PM Peak-	Fast Casual Restaurant	930	T=12.55(X)	15.875	KSF	55%	45%	109	90	199
Hour	Fine Dining Restaurant	931 560	T=7.8(X) T=0.49(X)	15.00 104.50	KSF KSF	67% 44%	33% 56%	78 22	39 29	117 51
	Church Drive-In Bank	912	T=0.49(X) T=21.01(X)	7.00	KSF	50%	50%	73	74	51 147
	Hotel	310	T=0.74(X)-27.89	135	Rooms	51%	49%	37	35	72
	General Office Building	710	Ln(T)=0.83Ln(X)+1.29	75.00	KSF	17%	83%	22	109	131
	Mini-Warehouse	151	T=0.15(X)	125.00	KSF	47%	53%	9	109	19
	,		T=0.48(X)	35.00	KSF	29%	71%	5	12	17
	Fire and Rescue Station	5/5	1-0.70(7)							
	Fire and Rescue Station General Light Industrial	575 110	` '	250.0	KSF	14%	86%	23	140	163
			T=0.65(X) T=0.15(X)	250.0 265.0	KSF KSF	14% 47%	86% 53%	23 19	140 21	40
	General Light Industrial	110	T=0.65(X)							
	General Light Industrial Outdoor Storage*	110 151	T=0.65(X) T=0.15(X)	265.0	KSF	47%	53%	19	21	40



Table 3
Proposed Zoning - Net Trip Generation
Reserve at Haw Creek – RTIA

		Total		Reserve				Doo	a by Tr	dna	Pass-by Trips Limited*			* New Net External Trips		
Time Period	Land Use	Enter	al Gross T Exit	Total	Enter	ernal Tr Exit	Total	Enter	s-by Tr Exit	Total	Enter	Exit	Total	Enter	Exit	Total
1 enou	Single Family Detached Housing	589	1,767	2,356	16	40	56	0	0	0	0	0	0	573	1,727	2,300
	Senior Adult Housing - Single-Family	59	121	180	1	3	4	0	0	0	0	0	0	58	118	176
	Multifamily Housing (Low-Rise)	65	206	271	2	4	6	0	0	0	0	0	0	63	202	265
	Multifamily Housing (Mid-Rise)	200	668	868	5	15	20	0	0	0	0	0	0	195	653	848
	Supermarket	98	68	166	10	12	22	0	0	0	0	0	0	88	56	144
	Shopping Plaza (40-150k) (No Supermarket)	91	56	147	10	10	20	0	0	0	0	0	0	81	46	127
	Hardware/Paint Store	12	11	23	1	2	3	0	0	0	0	0	0	11	9	20
	Nursery (Garden Center)	12	12	24	1	2	3	0	0	0	0	0	0	11	10	21
	Convenience Store/Gas Station (VFP 9-15)	283	282	565	31	51	82	184	184	367	36	36	72	216	195	411
	Fast-Food Restaurant w/ Drive-Thru	148	142	290	95	41	136	39	38	77	8	7	15	45	94	139
	Fast Casual Restaurant	11	12	23	7	3	10	0	0	0	0	0	0	43	9	13
AM Peak-	Fine Dining Restaurant	3	3	6	2	1	3	0	0	0	0	0	0	1	2	3
Hour	Church	23	14	37	0	0	0	0	0	0	0	0	0	23	14	37
	Drive-In Bank	41	29	70	5	5	10	10	7	17	2	1	3	34	23	57
	Hotel	34	26	60	1	9	10	0	0	0	0	0	0	33	17	50
	General Office Building	115	16	131	27	14	41	0	0	0	0	0	0	88	2	90
	Mini-Warehouse	6	5	11	0	0	0	0	0	0	0	0	0	6	5	11
	Fire and Rescue Station		0		-			_		_						-
		0	_	0	0	0	0	0	0	0	0	0	0	0	0	0
	General Light Industrial	163	22	185	0	0	0	0	0	0	0	0	0	163	22	185
	Outdoor Storage*	14	10	24	0	0	0	0	0	0	0	0	0	14	10	24
	Specialty Trade Contractor	123	43	166	0	0	0	0	0	0	0	0	0	123	43	166
	Campground/Recreational Vehicle Park	47	84	131	0	0	0	0	0	0	0	0	0	47	84	131
	Total:	2,137	3,597	5,734	214	212	426	233	228	461	46	45	91	1,877	3,340	5,217
	Single Family Detached Housing	2,218	1,303	3,521	171	84	255	0	0	0	0	0	0	2,047	1,219	3,266
	Senior Adult Housing - Single-Family	131	83	214	10	5	15	0	0	0	0	0	0	121	78	199
	Multifamily Housing (Low-Rise)	230	135	365	18	9	27	0	0	0	0	0	0	212	126	338
	Multifamily Housing (Mid-Rise)	1,135	725	1,860	87	46	133	0	0	0	0	0	0	1,048	679	1,727
	Supermarket	260	259	519	66	106	172	42	41	83	6	6	12	188	147	335
	Shopping Plaza (40-150k) (No Supermarket)	216	225	441	55	92	147	58	60	118	9	9	17	152	124	277
	Hardware/Paint Store	35	41	75	8	17	25	6	7	13	1	1	2	26	23	49
	Nursery (Garden Center)	35	35	69	9	14	23	0	0	0	0	0	0	26	21	47
	Convenience Store/Gas Station (VFP 9-15)	273	272	545	70	111	181	137	136	273	20	20	40	183	141	324
	Fast-Food Restaurant w/ Drive-Thru	112	103	215	59	79	138	22	20	42	3	3	6	50	21	71
PM Peak-	Fast Casual Restaurant	109	90	199	57	69	126	17	14	31	3	2	5	49	19	68
Hour	Fine Dining Restaurant	78	39	117	41	29	70	14	7	21	2	1	3	35	9	44
	Church	22	29	51	0	0	0	0	0	0	0	0	0	22	29	51
	Drive-In Bank	73	74	147	19	30	49	17	17	34	3	3	5	51	41	93
	Hotel	37	35	72	26	21	47	0	0	0	0	0	0	11	14	25
	General Office Building	22	109	131	21	28	49	0	0	0	0	0	0	1	81	82
	Mini-Warehouse	9	10	19	0	0	0	0	0	0	0	0	0	9	10	19
	Fire and Rescue Station	5	12	17	0	0	0	0	0	0	0	0	0	5	12	17
	General Light Industrial	23	140	163	0	0	0	0	0	0	0	0	0	23	140	163
	Outdoor Storage*	19	21	40	0	0	0	0	0	0	0	0	0	19	21	40
	Specialty Trade Contractor	62	131	193	0	0	0	0	0	0	0	0	0	62	131	193
	Campground/Recreational Vehicle Park	140	76	216	55	32	87	0	0	0	0	0	0	85	44	129
							01									

*The total number of pass-by trips have been limited to 10% of the adjacent roadway traffic (SR 100 2023 AADT = 10,100 x k-factor 0.09 x 10% = 91 trips)



As indicated in **Table 3**, the proposed development program would generate 5,217 AM peak hour and 7,556 PM peak hour net trips.

TRIP GENERATION DIFFERENCE BETWEEN EXISTING & PROPOSED ZONING DESIGNATION

The trip difference between the existing zoning and the proposed zoning designations is determined by subtracting trips generated by the proposed designation from the trips generated by the existing designation. As indicated in **Table 4**, this results in a potential trip increase of 73,126 daily, 4,581 AM peak hour, and 6,646 PM peak hour net trips.

Table 4
Difference in Trip Generation
Reserve at Haw Creek – RTIA

	Daily	AM Peak Hour	PM Peak Hour
Existing Zoning	8,817	636	910
Proposed Zoning	81,943	5,217	7,556
Trip Difference	73,126	4,581	6,646

PROJECT TRIP DISTRIBUTION

The process of determining the directional flow of traffic associated with a new development is called trip distribution. The Central Florida Regional Planning Model (CFRPM7) was used to estimate the travel patterns associated with the proposed development. The resulting trip distribution used in the assessment is shown in **Figure 2**. Additional distribution printouts are included in **Exhibit C**.

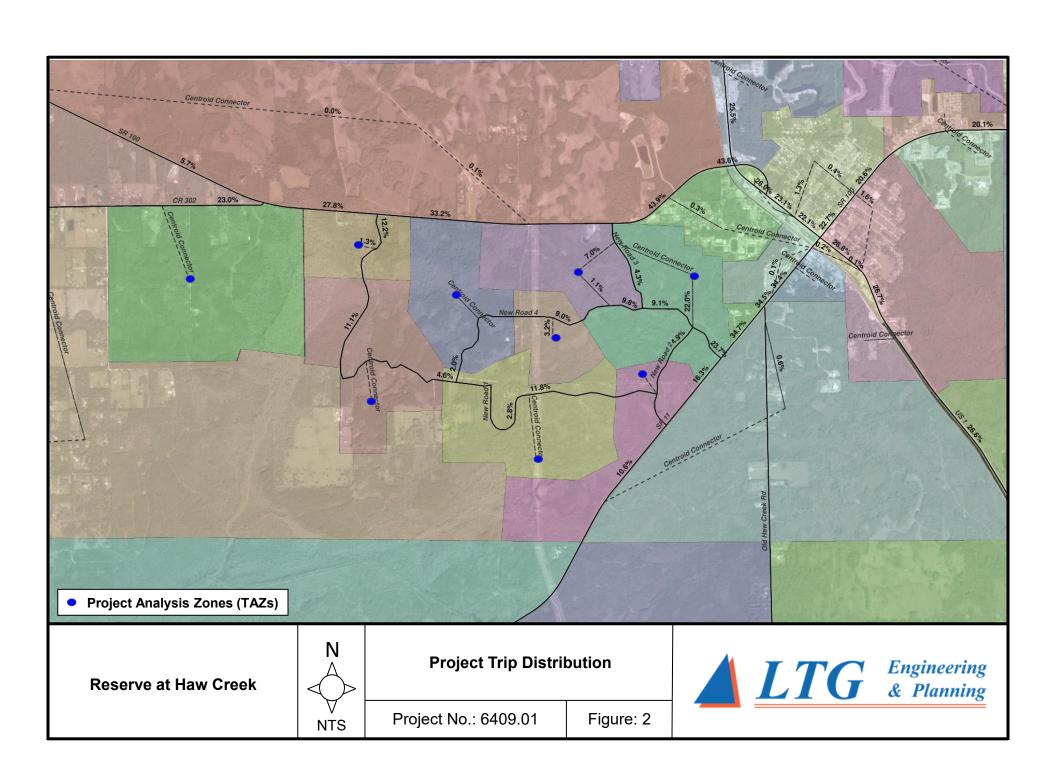
STUDY AREA

Using the difference in PM peak hour trips from the existing and proposed zonings and the CFRPM7 project trip distribution, the increase in potential project trips were assigned to the roadway segments where the potential trip differential consumes 3% or more of the roadway capacity from the site location. The existing peak hour two-way capacities of the segments are based on the context classification of the roadway and the associated generalized service volume tables in the FDOT 2023 Multimodal Quality/Level of Service Handbook and the Palm Coast Transportation Facility Status Report where applicable. The resulting segment analysis, including the number of lanes, adopted Level of Service (LOS), and corresponding peak hour two-way capacity, is summarized in **Exhibit D**. Based on the significance test, the following roadways are included in the segment analysis:

- SR 100 from Water Oak Drive to Flagler Avenue
- SR 11 from US 1 to Glenwood Road
- US 1 from Matanzas Woods Parkway to SR 40/Granada Boulevard
- CR 205 from SR 100 to CR 13
- CR 302 from CR 305 to SR 100
- CR 13 from US 1 to CR 205
- CR 305 from SR 100 to CR 110
- Belle Terre Parkway from Whiteview Parkway to SR 100
- Bulldog Drive from SR 100 to Central Avenue
- Seminole Woods Parkway from Sesame Boulevard to US 1

- Old Kings Road from SR 100 to Palm Coast City Limit
- Colbert Lane from SR 100 to Roberts Road
- Royal Palms Parkway from US 1 to Belle Terre Parkway
- Whiteview Parkway from US 1 to White Mill Drive
- Whiteview Parkway from Belle Tere Parkway to Pritchard Drive
- Matanzas Woods Parkway from US 1 to I-95
- Rymfire Drive from Royal Palms Parkway to Ravenwood Drive
- Mahogany Boulevard from CR 305 to Water Oak Road
- Central Avenue from Park Street to Bulldog Drive





EXISTING SEGMENT ANALYSIS

The existing peak hour two-way operating conditions of the study area segments were examined to determine whether any existing deficiencies are currently present using the latest Average Annual Daily Traffic (AADT) counts collected by FDOT. The results of the analysis are summarized in **Table 5**. As shown in the table, the segment of SR 100 between Town Center Boulevard and I-95 is currently operating outside of the adopted LOS.

FUTURE BACKGROUND GROWTH

The historical annual growth rates for the study area roadway segments were determined using 5-years and 10-years of historical AADT and FDOT *Traffic Trends* software using the best fitted regression analysis. A minimum of 2% growth was applied. The applied growth rates used are provided in **Table 6**. The FDOT *Traffic Trends* analysis worksheets are attached as **Exhibit E**.

BUILD-OUT ROADWAY SEGMENT ANALYSIS

The PM peak hour trip generation difference between the existing and proposed zoning designations was added to the future background traffic to determine build-out traffic anticipated as a result of the project under 2035 future conditions. The 2035 future year segment analysis is summarized in **Table 7**. As shown in **Table 7**, the following segments are expected to operate outside of the adopted LOS under 2035 future conditions:

- SR 100 from CR 205 to Old Moody Boulevard
- SR 100 from Commerce Parkway to Bulldog Drive
- SR 100 from Town Center Boulevard to Old Kings Road
- SR 11 from US 1 to CR 304
- US 1 from Royal Palms Parkway to SR 11
- US 1 from Volusia/Flagler County Line to Nova Road
- CR 302 from CR 305 to SR 100
- CR 13 from US 1 to SR 205
- Belle Terre Parkway from Rymfire Drive to East Hampton Boulevard
- Old Kings Road from SR 100 to Palm Coast City Limit
- Matanzas Woods Parkway from Belle Terre Parkway to I-95
- Mahogany Boulevard from CR 305 to Water Oak Road



Table 5 Study Area Segment Analysis – Existing Conditions Reserve at Haw Creek – RTIA

SR 100 SR 11	Water Oak Dr CR 305 CR 205 CR 205 CR 302 Deen Rd US 1 Chapel St Old Moody Blvd Commerce Pkwy Belle Terre Blvd Landing Blvd Bulldog Dr Town Center Blvd I-95 Old Kings Rd Colbert Ln Roberts Rd Lambert Ave US 1 Pine Meadows Dr CR 304 Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy Otis Stone Humer Rd	CR 305 CR 205 CR 302 Deen Rd US 1 Chapel St Old Moody Blvd Commerce Pkwy Belle Terre Blvd Landing Blvd Bulldog Dr Town Center Blvd I-95 Old Kings Rd Colbert Ln Roberts Rd Lambert Ave Flagler Ave Pine Meadows Dr CR 304 Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy Otis Stone Humer Rd	0004 0004 0102	Jurisdiction FDOT FDOT FDOT FDOT FDOT FDOT FDOT FDOT	2 2 2 2 2 2 2 2 2 4 4 4 4 4 4 4 4 4 4 4	DOS DO	LOS¹ 1,330 1,330 1,330 1,330 1,330 1,330 1,710 1,710 3,290 3,290 3,290 3,290 3,290 3,290 3,290 3,290 3,360 3,360 1,330	5,200 5,200 10,100 10,100 13,900 13,900 13,900 23,000 23,000 23,000 23,000 23,000 23,000 23,642 17,500 17,500 17,500 4,700 4,700 4,200 4,200 4,200 4,200 4,200 4,200 4,200 4,200	Volume³ 468 468 909 909 1,251 1,251 1,458 2,070 2,070 2,070 2,128 1,575 1,575 1,575 378 378 378 378 378 378 378 378 378 378 378	LOS?
SR 100 SR 11	CR 305 CR 205 CR 302 Deen Rd US 1 Chapel St Old Moody Blvd Commerce Pkwy Belle Terre Blvd Landing Blvd Bulldog Dr Town Center Blvd I-95 Old Kings Rd Colbert Ln Roberts Rd Lambert Ave US 1 Pine Meadows Dr CR 304 Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	CR 205 CR 302 Deen Rd US 1 Chapel St Old Moody Blvd Commerce Pkwy Belle Terre Blvd Landing Blvd Bulldog Dr Town Center Blvd I-95 Old Kings Rd Colbert Ln Roberts Rd Lambert Ave Flagler Ave Pine Meadows Dr CR 304 Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0009 0003 0003 0003 0003 0033 0033 0054 0002 0002 0006 0262 0335 1000 1000 5009 0104 0009 05237 0527 0527 0527 0527 0527 0527 0527 0004 0004 0102	FDOT FDOT FDOT FDOT FDOT FDOT FDOT FDOT	2 2 2 2 2 2 4 4 4 4 4 4 4 4 4 4 4 4 2	D D D D D D D D D D D D D D D D D D D	1,330 1,330 1,330 1,330 1,330 1,710 1,710 1,710 3,290 3,290 3,290 3,290 3,290 3,290 3,290 3,290 3,290 3,360 3,360 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330	5,200 10,100 10,100 10,100 13,900 13,900 13,900 23,000 23,000 23,000 23,000 23,000 23,642 17,500 17,500 17,500 17,500 4,700 4,700 4,200 4,200 4,200 4,200 4,200 4,200 4,200 4,200 4,200	468 909 909 909 1,251 1,251 1,458 2,070 2,070 2,070 2,070 3,375 2,520 2,128 1,575 1,575 1,575 1,575 639 423 243 378 378 378 378 378	No
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SR 11	US 1 Pine Meadows Dr CR 304 Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	Pine Meadows Dr CR 304 Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	5009 0104 0009 05237 0527 0527 0527 0527 0527 0527 0004 0004 0102	FDOT FDOT FDOT FDOT FDOT FDOT FDOT FDOT	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	D D D D D D D D D D D D D D D D D D D	1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330	7,100 4,700 2,700 4,200 4,200 4,200 4,200 4,200 4,200 4,200 4,200	639 423 243 378 378 378 378 378 378	No N
SR 11	Pine Meadows Dr CR 304 Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	CR 304 Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0104 0009 05237 0527 0527 0527 0527 0527 0527 0004 0004 0102	FDOT FDOT FDOT FDOT FDOT FDOT FDOT FDOT	2 2 2 2 2 2 2 2 2 2	D D D D D D D D	1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330	4,700 2,700 4,200 4,200 4,200 4,200 4,200 4,200 4,200 4,200	423 243 378 378 378 378 378 378	No No No No No No No
SR 11	CR 304 Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0009 05237 0527 0527 0527 0527 0527 0527 0527 0004 0004 0102	FDOT FDOT FDOT FDOT FDOT FDOT FDOT FDOT	2 2 2 2 2 2 2 2 2	D D D D D D D D D D	1,330 1,330 1,330 1,330 1,330 1,330 1,330 1,330	2,700 4,200 4,200 4,200 4,200 4,200 4,200 4,200	243 378 378 378 378 378 378	No No No No No No
SR 11	Volusia/Flagler Co. Line SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	05237 0527 0527 0527 0527 0527 0527 0527 0004 0004 0102	FDOT FDOT FDOT FDOT FDOT FDOT FDOT FDOT	2 2 2 2 2 2 2 2	D D D D D D D D	1,330 1,330 1,330 1,330 1,330 1,330 1,330	4,200 4,200 4,200 4,200 4,200 4,200 4,200	378 378 378 378 378 378	No No No No No
SR 11	SR 40/Granada Blvd Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0527 0527 0527 0527 0527 0527 0527 0004 0004 0102	FDOT FDOT FDOT FDOT FDOT FDOT FDOT	2 2 2 2 2 2	D D D D D D	1,330 1,330 1,330 1,330 1,330 1,330	4,200 4,200 4,200 4,200 4,200 4,200	378 378 378 378 378	No No No No
SR 11	Clifton Rd Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0527 0527 0527 0527 0527 0527 0004 0004 0102	FDOT FDOT FDOT FDOT FDOT FDOT	2 2 2 2 2	D D D D	1,330 1,330 1,330 1,330 1,330	4,200 4,200 4,200 4,200 4,200	378 378 378 378	No No No
US 1	Blackwelder Rd Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0527 0527 0527 0527 0527 0004 0004 0102	FDOT FDOT FDOT FDOT FDOT	2 2 2 2	D D D	1,330 1,330 1,330 1,330	4,200 4,200 4,200 4,200	378 378 378	No No No
US 1	Arrendondo Grant Rd Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0527 0527 0527 0004 0004 0102	FDOT FDOT FDOT FDOT	2 2 2	D D D	1,330 1,330 1,330	4,200 4,200 4,200	378 378	No No
US 1	Daugharty Rd Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0527 0527 0004 0004 0102	FDOT FDOT FDOT	2	D D	1,330 1,330	4,200 4,200	378	No
US 1	Reynolds Rd CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	CR 15A/Spring Garden Ave Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0527 0004 0004 0102	FDOT FDOT	2	D	1,330	4,200		
US 1	CR 15A/Spring Garden Ave Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	Carter Rd Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0004 0004 0102	FDOT						No
US 1	Carter Rd Matanzas Woods Pkwy Palm Coast Pkwy Whiteview Pkwy	Glenwood Rd Palm Coast Pkwy Whiteview Pkwy	0004 0102			D	1,330	7,700	693	No
US 1	Palm Coast Pkwy Whiteview Pkwy	Whiteview Pkwy		1001	2	D	1,330	7,700	693	No
US 1	Whiteview Pkwy			FDOT	4	D	5,290	12,700	1,143	No
US 1		Otis Stone Humer Rd	0004	FDOT	4	D	3,290	18,500	1,665	No
US 1	Otis Stone Humer Rd		0004	FDOT	4	D	3,290	18,500	1,665	No
US 1		Royal Palms Pkwy	0004	FDOT	4	D	3,290	18,500	1,665	No
US 1		CR 13	0004	FDOT	4	D	3,290	18,500	1,665	No
US 1	CR 13	SR 100	0004	FDOT	4	D	3,290	18,500	1,665	No
US 1	SR 100 SR 11	SR 11 Elm Ave	0013 5003	FDOT FDOT	4	D D	2,980 3,360	14,700 13,000	1,323 1,170	No No
US 1	Elm Ave	Belle Terre Blvd	5003	FDOT	4	D	3,360	13,000	1,170	No
US 1	Belle Terre Blvd	CR 304	5003	FDOT	4	D	5,290	13,000	1,170	No
	CR 304	Seminole Woods Blvd	0235	FDOT	4	D	5,290	8,100	729	No
	Seminole Woods Blvd	Old Dixie Hwy	0235	FDOT	4	D	5,290	8,100	729	No
	Old Dixie Hwy	Plantation Bay Rd	0263	FDOT	4	D	5,290	13,529	1,218	No
	Plantation Bay Rd	Volusia/Flagler Co. Line	0263	FDOT	4	D	3,290	13,529	1,218	No
	Volusia/Flagler Co. Line	I-95	0536	FDOT	4	D	3,290	18,400	1,656	No
	I-95	Pine Tree Dr	0351	FDOT	4	D	3,290	25,500	2,295	No
	Pine Tree Dr	Airport Rd	0351	FDOT	4	D	3,290	25,500	2,295	No
	Airport Rd	Nova Rd	0100	FDOT	4	D	3,290	35,000	3,150	No
<u> </u>	Nova Rd	Wilmette Ave	1019	FDOT	4	D	3,290	19,700	1,773	No
	Wilmette Ave	SR 40/Granada Blvd	1019	FDOT	4	D	3,250	19,700	1,773	No
	SR 100 CR 305	CR 13 SR 100	8028 8019	Flagler	2	D D	1,330 1,330	800 4,500	72 405	No No
	US 1	CR 205	-	Flagler Flagler	2	D D	1,330	-1 ,500	400	- 140
	SR 100	CR 302	8026	Flagler	2	D	1,330	800	72	No
	CR 302	Mahogany Blvd	8026	Flagler	2	D	1,330	800	72	No
	Mahogany Blvd	CR 110	8026	Flagler	2	D	1,330	800	72	No
	Whiteview Pkwy	Rymfire Dr	1250	Palm Coast	4	D	3,580	28,101	2,529	No
Rollo Torro Divay	Rymfire Dr	Royal Palms Pkwy	1252	Palm Coast	4	D	3,580	30,109	2,710	No
-	Royal Palms Pkwy	East Hampton Blvd	1254	Palm Coast	4	D	3,580	30,628	2,757	No
	East Hampton Blvd	SR 100	1260	Palm Coast	4	D	3,580	25,394	2,285	No
	SR 100	Central Ave	4300	Palm Coast	2	D	1,330	5,384	485	No
	Sesame Blvd	US 1	3305	Palm Coast	2	D	2,170	6,959	626	No
	SR 100	Palm Coast City Limit	2750	Palm Coast	2	D	2,170	9,422	848	No
	SR 100	Roberts Rd	3135	Palm Coast	2	D	2,170	4,289	386	No
	US 1 Rymfire Dr	Rymfire Dr Belle Terre Pkwy	3200 3210	Palm Coast Palm Coast	2	D D	1,600 1,600	7,140	643 487	No No
	US 1	White Mill Dr	3920		4	D D	3,580	5,412	807	No No
	Belle Terre Pkwy	Pritchard Dr	3920	Palm Coast Palm Coast	2	D D	3,580 1,600	8,964 8,277	745	No No
	US 1	Pine Lakes Pkwy	2800	Palm Coast	4	D	3,580	15,106	1,360	No
	Pine Lakes Pkwy	Belle Terre Pkwy	2815	Palm Coast	4	D	3,580	13,199	1,188	No
	Lanco i nvvy	Belle Terre Pkwy	2400	Palm Coast	2	D	1,600	6,514	586	No
Matanzas Woods Pkwy	US 1	Bird of Paradise Dr	2410	Palm Coast	2	D	1,600	10,120	911	No
	US 1 Belle Terre Pkwv			Palm Coast	2	D	1,600	13,880	1,249	No
		I-95	2415			D	2,170	5,606	505	No
	Belle Terre Pkwy		2415 3215	Palm Coast	2				1	
Central Ave	Belle Terre Pkwy Bird of Paradise Dr	I-95			2	D	1,330	-	-	-

¹Existing peak hour two-way capacities are based on the context classification of the roadway and the associated generalized service volume tables in the FDOT 2023 Multimodal Quality/Level of Service Handbook.



²2023 AADT obtained from FDOT Historical AADT Data reports from FDOT Traffic Online, and 2023 Historical Palm Coast AADT Transportation Report ³Existing PM Peak-Hour Two-Way Volume was calculated using a k-factor of 0.09. ⁴The roadways of CR 13 and Mahogany Boulevard do not have existing data available to use under existing conditions.

Table 6 Applied Growth Rates Reserve at Haw Creek – RTIA

		eserve at Haw Creek – RTIA	Histori	_	ge Annual ate		Applied Annual	
Roadway	Se	gment	R ²	rear Growth	10 Y	ear Growth	Growth Rate	
	Water Oak Dr	CR 305	91.00%	4.25%	92.30%	3.17%	3.17%	
	CR 305	CR 205	91.00%	4.25%	92.30%	3.17%	3.17%	
	CR 205	CR 302	68.00%	2.69%	90.70%	2.92%	2.92%	
	CR 302	Deen Rd	68.00%	2.69%	90.70%	2.92%	2.92%	
	Deen Rd	US 1	68.00%	2.69%	90.70%	2.92%	2.92%	
	US 1	Chapel St	36.00%	1.96%	6.20%	0.39%	2.00%	
	Chapel St	Old Moody Blvd	36.00%	1.96%	6.20%	0.39%	2.00%	
	Old Moody Blvd	Commerce Pkwy	36.00%	1.96%	6.20%	0.39%	2.00%	
SR 100	Commerce Pkwy Belle Terre Blvd	Belle Terre Blvd	76.10% 11.00%	6.43%	13.40%	2.15%	6.43% 2.00%	
	Landing Blvd	Landing Blvd Bulldog Dr	11.00%	1.08%	38.20% 38.20%	1.11% 1.11%	2.00%	
	Bulldog Dr	Town Center Blvd	11.00%	1.08%	38.20%	1.11%	2.00%	
	Town Center Blvd	I-95	69.20%	4.11%	75.30%	2.86%	2.86%	
	I-95	Old Kings Rd	2.50%	-0.37%	13.30%	0.93%	2.00%	
	Old Kings Rd	Colbert Ln	97.20%	2.62%	76.40%	1.54%	2.62%	
	Colbert Ln	Roberts Rd	44.20%	1.92%	3.40%	-0.33%	2.00%	
	Roberts Rd	Lambert Ave	44.20%	1.92%	3.40%	-0.33%	2.00%	
	Lambert Ave	Flagler Ave	44.20%	1.92%	3.40%	-0.33%	2.00%	
	US 1	Pine Meadows Dr	71.50%	5.68%	80.00%	3.41%	3.41%	
	Pine Meadows Dr	CR 304	79.30%	5.43%	94.40%	4.35%	4.35%	
	CR 304	Volusia/Flagler Co. Line	2.50%	1.30%	48.00%	2.53%	2.00%	
	Volusia/Flagler Co. Line	SR 40/Granada Blvd	50.00%	1.42%	82.10%	2.98%	2.98%	
	SR 40/Granada Blvd	Clifton Rd	50.00%	1.42%	82.10%	2.98%	2.98%	
	Clifton Rd	Blackwelder Rd	50.00%	1.42%	82.10%	2.98%	2.98%	
SR 11	Blackwelder Rd	Arrendondo Grant Rd	50.00%	1.42%	82.10%	2.98%	2.98%	
	Arrendondo Grant Rd	Daugharty Rd	50.00%	1.42%	82.10%	2.98%	2.98%	
	Daugharty Rd	Reynolds Rd	50.00%	1.42%	82.10%	2.98%	2.98%	
	Reynolds Rd	CR 15A/Spring Garden Ave	50.00%	1.42%	82.10%	2.98%	2.98%	
	CR 15A/Spring Garden Ave	Carter Rd	68.00%	3.56%	18.90%	1.03%	2.00%	
	Carter Rd	Glenwood Rd	68.00%	3.56%	18.90%	1.03%	2.00%	
	Matanzas Woods Pkwy	Palm Coast Pkwy	54.60%	1.21%	84.60%	2.30%	2.30%	
	Palm Coast Pkwy	Whiteview Pkwy	46.30%	1.15%	57.90%	0.88%	2.00%	
	Whiteview Pkwy	Otis Stone Humer Rd	46.30%	1.15%	57.90%	0.88%	2.00%	
	Otis Stone Humer Rd	Royal Palms Pkwy	46.30%	1.15%	57.90%	0.88%	2.00%	
	Royal Palms Pkwy	CR 13	46.30%	1.15%	57.90%	0.88%	2.00%	
	CR 13	SR 100	46.30%	1.15%	57.90%	0.88%	2.00%	
	SR 100	SR 11	75.20%	-7.02%	1.10%	0.36%	2.00%	
	SR 11	Elm Ave	56.90%	1.30%	72.20%	0.98%	2.00%	
	Elm Ave	Belle Terre Blvd	56.90%	1.30%	72.20%	0.98%	2.00%	
US 1	Belle Terre Blvd	CR 304	56.90%	1.30%	72.20%	0.98%	2.00%	
	CR 304	Seminole Woods Blvd	59.50%		15.00%	-2.12%	2.00%	
	Seminole Woods Blvd	Old Dixie Hwy	59.50%	-13.81%	15.00%	-2.12%	2.00%	
	Old Dixie Hwy	Plantation Bay Rd	13.90%	0.83%	53.70%	1.20%	2.00%	
	Plantation Bay Rd	Volusia/Flagler Co. Line	13.90%	0.83%	53.70%	1.20%	2.00%	
	Volusia/Flagler Co. Line	I-95 Pine Tree Dr	0.00% 92.00%	0.00%	78.50%	2.27%	2.27%	
	Pine Tree Dr	Airport Rd	92.00%	1.78% 1.78%	76.40% 76.40%	1.45% 1.45%	2.00% 2.00%	
	Airport Rd	Nova Rd	56.30%	2.21%	90.30%	2.58%	2.58%	
	Nova Rd	Wilmette Ave	92.00%	0.42%	49.00%	0.88%	2.00%	
	Wilmette Ave	SR 40/Granada Blvd	92.00%	0.42%	49.00%	0.88%	2.00%	
CR 205	SR 100	CR 13	50.00%	3.13%	80.50%	5.56%	5.56%	
CR 302	CR 305	SR 100	31.60%	3.66%	47.00%	2.08%	2.00%	
CR 13	US 1	CR 205	-	-	-	-	2.00%	
	SR 100	CR 302	50.00%	3.13%	84.60%	3.70%	3.70%	
CR 305	CR 302	Mahogany Blvd	50.00%	3.13%	84.60%	3.70%	3.70%	
-	Mahogany Blvd	CR 110	50.00%	3.13%	84.60%	3.70%	3.70%	
	Whiteview Pkwy	Rymfire Dr	66.30%	3.92%	77.10%	2.49%	2.49%	
Dalla Tama Diagram	Rymfire Dr	Royal Palms Pkwy	76.90%	3.60%	74.20%	1.97%	3.60%	
Belle Terre Pkwy	Royal Palms Pkwy	East Hampton Blvd	70.20%	4.08%	77.10%	2.49%	2.49%	
	East Hampton Blvd	SR 100	26.20%	3.09%	45.40%	2.09%	2.00%	
Bulldog Dr	SR 100	Central Ave	90.80%	11.11%	83.80%	6.57%	11.11%	
Seminole Woods Blvd	Sesame Blvd	US 1	99.80%	5.24%	94.20%	3.43%	5.24%	
Old Kings Rd	SR 100	Palm Coast City Limit	82.60%	13.08%	7.20%	-2.21%	13.08%	
Colbert Ln	SR 100	Roberts Rd	0.64%	0.63%	6.00%	-0.42%	2.00%	
Royal Palms Pkwy	US 1	Rymfire Dr	96.80%	3.17%	69.50%	1.31%	3.17%	
	Rymfire Dr	Belle Terre Pkwy	40.90%	4.02%	1.20%	-0.31%	2.00%	
Whiteview Pkwy	US 1	White Mill Dr	95.00%	6.82%	90.30%	4.12%	6.82%	
	Belle Terre Pkwy	Pritchard Dr	56.40%		0.40%	-0.65%	2.00%	
Palm Coast Pkwy	US 1	Pine Lakes Pkwy	84.20%	3.55%	92.90%	2.69%	2.69%	
i aiiii Guasi Fkwy	Pine Lakes Pkwy	Belle Terre Pkwy	87.90%	8.20%	9.40%	1.05%	8.20%	
	US 1	Belle Terre Pkwy	98.70%	8.59%	52.00%	3.59%	8.59%	
Matanzas Woods Pkwy	Belle Terre Pkwy	Bird of Paradise Dr	82.90%	6.60%	91.90%	5.56%	5.56%	
	Bird of Paradise Dr	I-95	6.10%	-0.18%	-	-	2.00%	
	Royal Palms Pkwy	Ravenwood Dr	92.30%	7.72%	64.80%	3.23%	7.72%	
Rymfire Dr_	110yai Faiilis Fkwy							
Rymfire Dr Mahogany Blvd	CR 305	Water Oak Rd	-	-		-	2.00%	



Table 7
Study Area Segment Analysis – 2035 Future Conditions
Reserve at Haw Creek – RTIA

						T (eserve at Haw Creek	- KIIA		1	D				L 000 E D 11 L O 1
Roadway	Se	egment	Location ID	Jurisdiction	No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	Existing PM Peak-Hour Two-Way Volume	Applied Growth Rate	2035 Total Background Volume	Background PM Volume Exceed Adopted LOS?	Project Distribution	Peak Hour Trip Differential	2035 Total Build- Out Volume	2035 Build-Out Volume Exceed Adopted LOS?
•	Water Oak Dr	CR 305	0009	FDOT	2	D	1,330	468	3.17%	646	No	1.2%	80	726	No
	CR 305	CR 205	0009	FDOT	2	D	1,330	468	3.17%	646	No	5.0%	332	978	No
	CR 205	CR 302	0003	FDOT	2	D	1,330	909	2.92%	1,228	No	5.7%	379	1,607	Yes
	CR 302	Deen Rd	0003	FDOT	2	D	1,330	909	2.92%	1,228	No	33.2%	2,206	3,434	Yes
	Deen Rd	US 1	0003	FDOT	2	D	1,330	909	2.92%	1,228	No	43.9%	2,918	4,146	Yes
	US 1	Chapel St Old Moody Blvd	0033 0033	FDOT FDOT	2	D D	1,710 1,710	1,251 1,251	2.00%	1,551 1,551	No No	22.7%	1,509 1.369	3,060 2,920	Yes Yes
	Chapel St Old Moody Blvd	Commerce Pkwv	0033	FDOT	4	D	3,290	1,251	2.00%	1,551	No No	20.6%	1,336	2,920	Yes No
	Commerce Pkwy	Belle Terre Blvd	0054	FDOT	4	D	3,290	1,458	6.43%	2,583	No No	20.1%	1,336	3,919	Yes
SR 100	Belle Terre Blvd	Landing Blvd	0002	FDOT	4	D	3,290	2,070	2.00%	2,567	No No	14.1%	937	3,504	Yes
	Landing Blvd	Bulldog Dr	0002	FDOT	4	D	3,290	2,070	2.00%	2,567	No	13.8%	917	3,484	Yes
	Bulldog Dr	Town Center Blvd	0002	FDOT	4	D	3,290	2,070	2.00%	2,567	No	10.1%	671	3,238	No
	Town Center Blvd	I-95	0006	FDOT	4	D	3,290	3,375	2.86%	4,533	Yes	7.5%	498	5,031	Yes
	I-95	Old Kings Rd	0262	FDOT	4	D	3,290	2,520	2.00%	3,125	No	7.1%	472	3,597	Yes
	Old Kings Rd	Colbert Ln	0335	FDOT	4	D	3,290	2,128	2.62%	2,797	No	4.7%	312	3,109	No
	Colbert Ln	Roberts Rd	1000	FDOT	4	D	3,360	1,575	2.00%	1,953	No	3.1%	206	2,159	No
	Roberts Rd	Lambert Ave	1000	FDOT	4	D	3,360	1,575	2.00%	1,953	No	1.8%	120	2,073	No
	Lambert Ave	Flagler Ave	1000	FDOT	4	D	3,360	1,575	2.00%	1,953	No	1.6%	106	2,059	No
	US 1	Pine Meadows Dr	5009	FDOT	2	D	1,330	639	3.41%	900	No	34.5%	2,293	3,193	Yes
	Pine Meadows Dr	CR 304	0104	FDOT	2	D	1,330	423	4.35%	644	No	34.7%	2,306	2,950	Yes
	CR 304	Volusia/Flagler Co. Line	0009	FDOT	2	D	1,330	243	2.00%	301	No	9.9%	658	959	No
	Volusia/Flagler Co. Line	SR 40/Granada Blvd	05237	FDOT	2	D	1,330	378	2.98%	513	No	9.9%	658	1,171	No
	SR 40/Granada Blvd	Clifton Rd	0527	FDOT	2	D	1,330	378	2.98%	513	No	7.4%	492	1,005	No
SR 11	Clifton Rd	Blackwelder Rd	0527	FDOT	2	D	1,330	378	2.98%	513	No	7.4%	492	1,005	No
	Blackwelder Rd	Arrendondo Grant Rd	0527	FDOT	2	D	1,330	378	2.98%	513	No	7.4%	492	1,005	No
	Arrendondo Grant Rd	Daugharty Rd	0527	FDOT	2	D	1,330	378	2.98%	513	No	7.0%	465	978	No
	Daugharty Rd	Reynolds Rd	0527	FDOT	2	D	1,330	378	2.98%	513	No	6.1%	405	918	No
	Reynolds Rd	CR 15A/Spring Garden Ave	0527	FDOT	2	D	1,330	378	2.98%	513	No No	6.1%	405	918	No
	CR 15A/Spring Garden Ave		0004	FDOT	2	D	1,330	693	2.00%	859	No No	5.0%	332	1,191	No
	Carter Rd	Glenwood Rd	0004	FDOT	2	D	1,330	693	2.00%	859	No	4.3%	286	1,145	No
	Matanzas Woods Pkwy Palm Coast Pkwy	Palm Coast Pkwy Whiteview Pkwy	0102 0004	FDOT FDOT	4	D D	5,290 3,290	1,143 1,665	2.30%	1,458 2,065	No No	5.4% 12.4%	359 824	1,817 2,889	No
	Whiteview Pkwv	Otis Stone Humer Rd	0004	FDOT	4	D	3,290	1,665	2.00%	2,065	No No	13.4%	891	2,009	No No
	Otis Stone Humer Rd	Royal Palms Pkwy	0004	FDOT	4	D	3,290	1,665	2.00%	2,065	No No	15.4%	1,023	3,088	No
	Royal Palms Pkwy	CR 13	0004	FDOT	4	D	3,290	1,665	2.00%	2,065	No	21.0%	1,396	3,461	Yes
	CR 13	SR 100	0004	FDOT	4	D	3,290	1,665	2.00%	2,065	No	25.0%	1,661	3,726	Yes
	SR 100	SR 11	0013	FDOT	4	D	2,980	1,323	2.00%	1,641	No	23.1%	1,535	3,176	Yes
	SR 11	Elm Ave	5003	FDOT	4	D	3,360	1.170	2.00%	1,451	No	26.7%	1,774	3,225	No
	Elm Ave	Belle Terre Blvd	5003	FDOT	4	D	3,360	1,170	2.00%	1,451	No	25.9%	1,721	3,172	No
	Belle Terre Blvd	CR 304	5003	FDOT	4	D	5,290	1,170	2.00%	1,451	No	25.0%	1,661	3,112	No
US 1	CR 304	Seminole Woods Blvd	0235	FDOT	4	D	5,290	729	2.00%	904	No	24.8%	1,648	2,552	No
	Seminole Woods Blvd	Old Dixie Hwy	0235	FDOT	4	D	5,290	729	2.00%	904	No	22.6%	1,502	2,406	No
	Old Dixie Hwy	Plantation Bay Rd	0263	FDOT	4	D	5,290	1,218	2.00%	1,510	No	19.1%	1,269	2,779	No
	Plantation Bay Rd	Volusia/Flagler Co. Line	0263	FDOT	4	D	3,290	1,218	2.00%	1,510	No	18.6%	1,236	2,746	No
	Volusia/Flagler Co. Line	I-95	0536	FDOT	4	D	3,290	1,656	2.27%	2,107	No	18.6%	1,236	3,343	Yes
	I-95	Pine Tree Dr	0351	FDOT	4	D	3,290	2,295	2.00%	2,846	No	8.8%	585	3,431	Yes
	Pine Tree Dr	Airport Rd	0351	FDOT	4	D	3,290	2,295	2.00%	2,846	No	6.9%	459	3,305	Yes
	Airport Rd	Nova Rd	0100	FDOT	4	D	3,290	3,150	2.58%	4,125	Yes	4.9%	326	4,451	Yes
	Nova Rd	Wilmette Ave	1019	FDOT	4	D	3,290	1,773	2.00%	2,199	No	2.6%	173	2,372	No
	Wilmette Ave	SR 40/Granada Blvd	1019	FDOT	4	D	3,250	1,773	2.00%	2,199	No	2.4%	160	2,359	No
CR 205	SR 100	CR 13	8028	Flagler	2	D	1,330	72	5.56%	120	No No	0.9%	60	180	No
CR 302	CR 305	SR 100	8019	Flagler	2	D	1,330	405	2.00%	502	No	23.0%	1,529	2,031	Yes
CR 13 ¹	US 1	CR 205	- 0006	Flagler	2	D	1,330	- 70	2.00%	3,481	Yes	3.1%	206	3,687	Yes
CD 205	SR 100	CR 302	8026	Flagler	2	D	1,330	72	3.70%	104	No	4.0%	266	370	No
CR 305	CR 302	Mahogany Blvd	8026	Flagler	2	D D	1,330	72	3.70%	104	No No	8.1%	538	642	No No
	Mahogany Blvd Whiteview Pkwy	CR 110 Rymfire Dr	8026 1250	Flagler Palm Coast	4	D D	1,330 3,580	72 2,529	3.70% 2.49%	104 3,285	No No	2.1% 2.3%	140 153	244 3,438	No No
	Rymfire Dr	Rymiire Dr Royal Palms Pkwy	1250	Palm Coast Palm Coast	4	D	3,580	2,529	3.60%	3,285	Yes	2.3%	193	4,073	Yes
Belle Terre Pkwy	Rymiire Dr Royal Palms Pkwy	East Hampton Blvd	1252	Palm Coast Palm Coast	4	D	3,580	2,710	2.49%	3,580	Yes	2.4%	160	3,740	Yes
	East Hampton Blvd	SR 100	1260	Palm Coast	4	D	3,580	2,757	2.49%	2,834	No Yes	1.9%	126	2.960	No
Bulldog Dr	SR 100	Central Ave	4300	Palm Coast	2	D	1,330	485	11.11%	1,131	No No	1.8%	120	1,251	No
Seminole Woods Blvd	Sesame Blvd	US 1	3305	Palm Coast	2	D	2,170	626	5.24%	1,020	No No	1.8%	120	1,140	No
Old Kings Rd	SR 100	Palm Coast City Limit	2750	Palm Coast	2	D	2,170	848	13.08%	2,179	Yes	0.8%	53	2,232	Yes
Colbert Ln	SR 100	Roberts Rd	3135	Palm Coast	2	D	2,170	386	2.00%	479	No	1.6%	106	585	No
	US 1	Rymfire Dr	3200	Palm Coast	2	D	1,600	643	3.17%	887	No	5.7%	379	1,266	No
Royal Palms Pkwy	Rymfire Dr	Belle Terre Pkwy	3210	Palm Coast	2	D	1,600	487	2.00%	604	No	1.9%	126	730	No
15. (1		ward the background volume w													

¹For the roadway segments of CR 13 and Mahogany Boulevard, the background volume was derived from the CFRPM, multiplied against the MOCF (0.95) and k-factor (0.09) in order to determine the 2035 PM peak-hour volumes.



Table 7 (continued) Study Area Segment Analysis – 2035 Future Conditions Reserve at Haw Creek – RTIA

							borro de man Groon								
Roadway		Segment	Location ID	Jurisdiction	No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	Existing PM Peak-Hour Two-Way Volume	Applied Growth Rate	2035 Total Background Volume	Background PM Volume Exceed Adopted LOS?	Project Distribution	Peak Hour Trip Differential	2035 Total Build- Out Volume	2035 Build-Out Volume Exceed Adopted LOS?
Whiteview Pkwy	US 1	White Mill Dr	3920	Palm Coast	4	D	3,580	807	6.82%	1,467	No	3.0%	199	1,666	No
Whiteview Pkwy	Belle Terre Pkwy	Pritchard Dr	3900	Palm Coast	2	D	1,600	745	2.00%	924	No	1.1%	73	997	No
Dalas Carat Diagra	US 1	Pine Lakes Pkwy	2800	Palm Coast	4	D	3,580	1,360	2.69%	1,798	No	5.7%	379	2,177	No
Palm Coast Pkwy	Pine Lakes Pkwy	Belle Terre Pkwy	2815	Palm Coast	4	D	3,580	1,188	8.20%	2,357	No	3.6%	239	2,596	No
	US 1	Belle Terre Pkwy	2400	Palm Coast	2	D	1,600	586	8.59%	1,191	No	1.8%	120	1,311	No
Matanzas Woods Pkwy	Belle Terre Pkwy	Bird of Paradise Dr	2410	Palm Coast	2	D	1,600	911	5.56%	1,518	No	1.5%	100	1,618	Yes
	Bird of Paradise Dr	I-95	2415	Palm Coast	2	D	1,600	1,249	2.00%	1,549	No	1.1%	73	1,622	Yes
Rymfire Dr	Royal Palms Pkwy	Ravenwood Dr	3215	Palm Coast	2	D	2,170	505	7.72%	972	No	3.7%	246	1,218	No
Mahogany Blvd ¹	CR 305	Water Oak Rd	-	Palm Coast	2	D	1,330	-	2.00%	5,636	Yes	6.0%	399	6,035	Yes
Central Ave	Park St	Bulldog Dr	4440	Palm Coast	2	D	1,330	409	5.21%	664	No	1.2%	80	744	No

¹For the roadway segments of CR 13 and Mahogany Boulevard, the background volume was derived from the CFRPM, multiplied against the MOCF (0.95) and k-factor (0.09) in order to determine the 2035 PM peak-hour volumes.



CRITICAL INTERSECTIONS

At the request of the local governmental agencies, roadway corridors that were identified to have deficiencies due to project traffic, based on the results of the segment analysis, for intersections within those areas to be identified as critical that may require additional monitoring for potential improvement due to the increase in project traffic associated with the rezoning request. The list of intersections is provided below and is in addition to any proposed access locations on SR 100 and SR 11, and any intersections identified as significant through the transportation concurrency process/analysis for each phase. The deficient roadway segments and intersections identified within the study area to be monitored are graphically shown in **Exhibit F**.

- SR 100 at N. State Street
- SR 11/SR 00 at US-1/N. State Street
- US-1 at CR 13
- US-1 at Royal Palms Parkway
- SR 100 at CR 302
- SR 100 at Old Kings Road



CONCLUSION

This traffic analysis was conducted to evaluate the impact of the proposed change to the zoning designation from a 2,786.28-acre property from 2,655 acres of Agriculture & Silviculture (AG&S), 0.28 acres of Agriculture (Flagler) (AC), and 131 acres of Residential-1 (RES – 1) to 2,786.28 acres of Planned Unit Development (PUD). The existing and proposed zoning for the property was evaluated using allowable maximum development criteria under each designation. The proposed zoning would result in a potential daily trip increase of 73,126 daily, 4,581 AM peak hour, and 6,646 PM peak hour trips.

Based on the roadway segment analysis under 2035 future conditions, the following segments are expected to operate outside of the adopted LOS under 2035 future conditions:

- SR 100 from CR 205 to Old Moody Boulevard
- SR 100 from Commerce Parkway to Bulldog Drive
- SR 100 from Town Center Boulevard to Old Kings Road
- SR 11 from US 1 to CR 304
- US 1 from Royal Palms Parkway to SR 11
- US 1 from Volusia/Flagler County Line to Nova Road
- CR 302 from CR 305 to SR 100
- Belle Terre Parkway from Rymfire Drive to East Hampton Boulevard
- Old Kings Road from SR 100 to Palm Coast City Limit
- Matanzas Woods Parkway from Belle Terre Parkway to I-95

At the request of the reviewing agencies, roadway corridors were identified based on the results of the segment analysis to identify intersections that may require additional monitoring for potential improvement identification. The following roadway corridors are recommended for additional monitoring:

- SR 100 at N. State Street
- SR 11/SR 00 at US-1/N. State Street
- US-1 at CR 13
- US-1 at Royal Palms Parkway
- SR 100 at CR 302
- SR 100 at Old Kings Road

This analysis indicates there are multiple potential roadway deficiencies associated with the addition of potential trips associated with the proposed rezoning. Transportation concurrency and any mitigation strategies required to offset anticipated impacts due to buildout of the project will be assessed at the time of the final site plan application.



Chad Grimm April 21, 2025 Page 15

Exhibits:

A – Conceptual Site Plan

B - NCHRP Report 684

C - Additional CFRPM Model Printouts

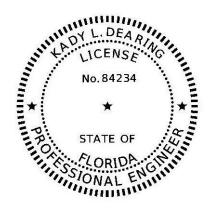
D - Roadway Significance Test

E - FDOT Traffic Trends Summary Sheets

F - Intersection Corridor Identification

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by: LTG, Inc. 1450 W. Granada Blvd, Suite 2 Ormond Beach, FL 32174 Certificate of Authorization 9227 386/257-2571



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

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LTG, INC. 1450 W. GRANADA BLVD, SUITE 2 ORMOND BEACH, FL 32174 CERTIFICATE OF AUTHORIZATION 9227 KADY L. DEARING, P.E. NO. 84234



EXHIBIT A

Conceptual Site Plan

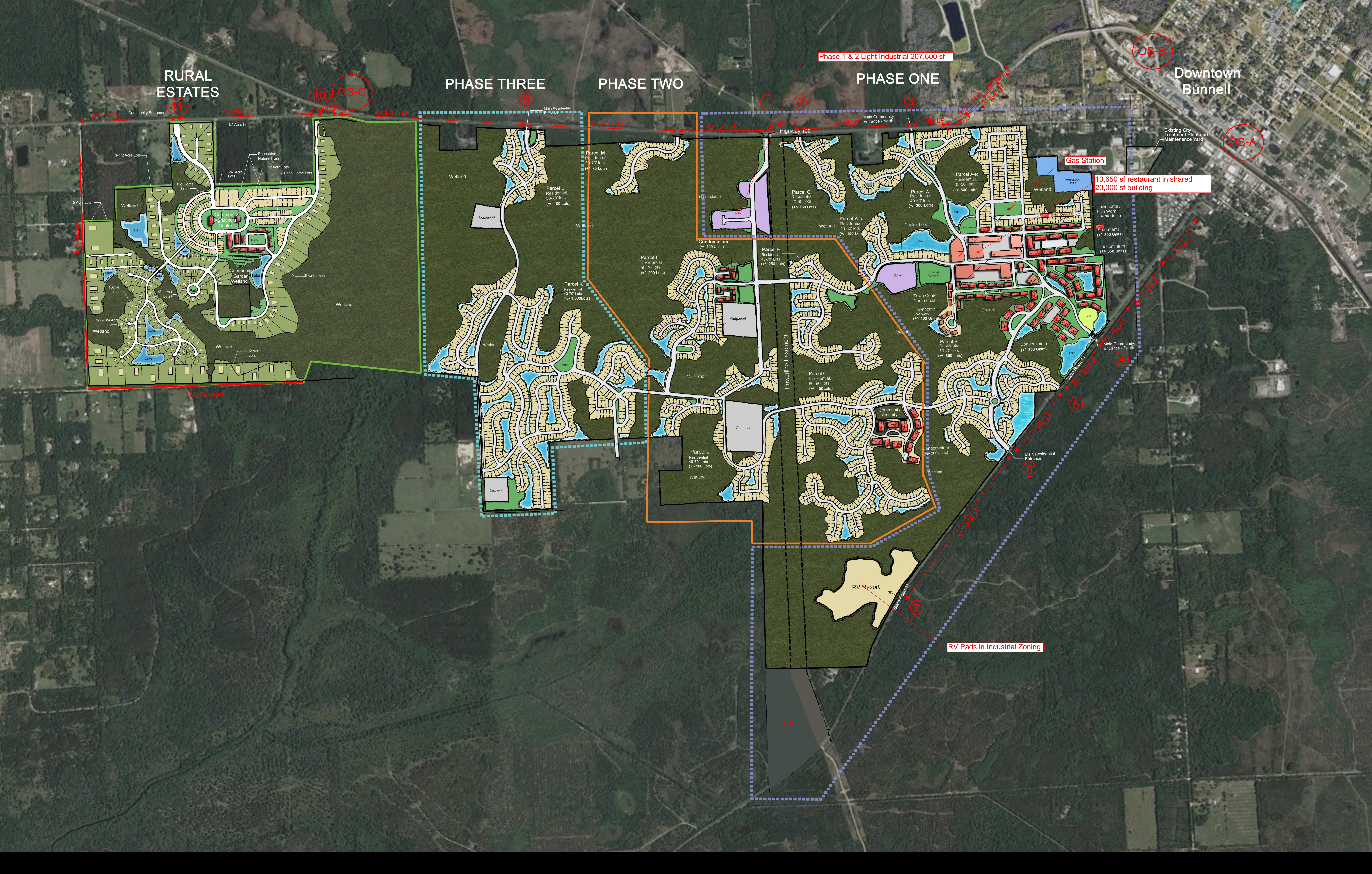


EXHIBIT B

NCHRP 684 Reports

	NCHRP 8-51 Internal Trip Capture Estimation Tool												
Project Name:	6409 Reserve at Haw Creek		Organization:	LTG, Inc.									
Project Location:	Bunnell		Performed By:	ACP/KAF									
Scenario Description:			Date:	12/11/2024									
Analysis Year:	2024		Checked By:										
Analysis Period:	AM Peak Hour		Date:										

	Table 1-	A: Base Vehicl	e-Trip Generatio	n Es	timates (Single-Use Si	te Estimate)	
Land Use	Developme	ent Data (<i>For Int</i>	formation Only)			Estimated Vehicle-Trips	
Land Use	ITE LUCs1	Quantity	Units		Total	Entering	Exiting
Office	710	75	KSF		131	115	16
Retail	1, 816, 817, 9	195	KSF		995	537	458
Restaurant	934, 930, 931	37	KSF		319	162	157
Cinema/Entertainment	416	800	Pads		131	47	84
Residential	0, 251, 220, 2	8,000	DU		3675	913	2762
Hotel	310	135	Rooms		60	34	26
All Other Land Uses ²					0		
Total					5311	1808	3503

		Table 2-A:	Mode Split and Veh	icle	Occupancy Estimate	s					
Land Use		Entering Tr	ps		Exiting Trips						
Land Ose	Veh. Occ.	% Transit	% Non-Motorized		Veh. Occ.	% Transit	% Non-Motorized				
Office											
Retail											
Restaurant											
Cinema/Entertainment											
Residential											
Hotel											
All Other Land Uses ²											

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)												
Origin (From)		Destination (To)										
Origin (From)	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel						
Office												
Retail												
Restaurant												
Cinema/Entertainment												
Residential												
Hotel												

Table 4-A: Internal Person-Trip Origin-Destination Matrix*										
Origin (Fram)		Destination (To)								
Origin (From)	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel				
Office		4	10	0	0	0				
Retail	5		60	0	18	0				
Restaurant	16	22		0	6	1				
Cinema/Entertainment	0	0	0		0	0				
Residential	3	28	32	0		0				
Hotel	3	4	2	0	0					

Table 5-A: Computations Summary									
Total Entering Exiting									
All Person-Trips	5,311	1,808	3,503						
Internal Capture Percentage	8%	12%	6%						
	<u> </u>								
External Vehicle-Trips ³	4,883	1,594	3,289						
External Transit-Trips ⁴	0	0	0						
External Non-Motorized Trips ⁴	0	0	0						

Table 6-A: Internal Trip Capture Percentages by Land Use								
Land Use	Entering Trips	Exiting Trips						
Office	23%	88%						
Retail	11%	18%						
Restaurant	64%	29%						
Cinema/Entertainment	0%	0%						
Residential	3%	2%						
Hotel	3%	35%						

¹Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

²Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

³Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

⁴Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	6409 Reserve at Haw Creek
Analysis Period:	AM Peak Hour

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends								
Land Use	Tab	Table 7-A (D): Entering Trips			Table 7-A (O): Exiting Trips			
	Veh. Occ.	Vehicle-Trips	Person-Trips*		Veh. Occ.	Vehicle-Trips	Person-Trips*	
Office	1.00	115	115		1.00	16	16	
Retail	1.00	537	537		1.00	458	458	
Restaurant	1.00	162	162		1.00	157	157	
Cinema/Entertainment	1.00	47	47		1.00	84	84	
Residential	1.00	913	913		1.00	2762	2762	
Hotel	1.00	34	34		1.00	26	26	

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)											
Origin (Fram)		Destination (To)									
Origin (From)	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel					
Office		4	10	0	0	0					
Retail	133		60	0	64	0					
Restaurant	49	22		0	6	5					
Cinema/Entertainment	0	0	0		0	0					
Residential	55	28	552	0		0					
Hotel	20	4	2	0	0						

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)									
Oninin (France)	Destination (To)								
Origin (From)	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel			
Office		172	37	0	0	0			
Retail	5		81	0	18	0			
Restaurant	16	43		0	46	1			
Cinema/Entertainment	0	0	0		0	0			
Residential	3	91	32	0		0			
Hotel	3	21	10	0	0				

Table 9-A (D): Internal and External Trips Summary (Entering Trips)								
Dartination Land Ha		Person-Trip Estimates			External Trips by Mode*			
Destination Land Use	Internal	External	Total	1 [Vehicles ¹	Transit ²	Non-Motorized ²	
Office	27	88	115	1 [88	0	0	
Retail	58	479	537	1 [479	0	0	
Restaurant	104	58	162	1 [58	0	0	
Cinema/Entertainment	0	47	47	1 [47	0	0	
Residential	24	889	913		889	0	0	
Hotel	1	33	34	1 [33	0	0	
All Other Land Uses ³	0	0	0		0	0	0	

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)								
Oninin Land Ha	Person-Trip Estimates				External Trips by Mode*			
Origin Land Use	Internal	External	Total		Vehicles ¹	Transit ²	Non-Motorized ²	
Office	14	2	16		2	0	0	
Retail	83	375	458		375	0	0	
Restaurant	45	112	157		112	0	0	
Cinema/Entertainment	0	84	84		84	0	0	
Residential	63	2699	2762		2699	0	0	
Hotel	9	17	26		17	0	0	
All Other Land Uses ³	0	0	0		0	0	0	

¹Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A ²Person-Trips

³Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator *Indicates computation that has been rounded to the nearest whole number.

	NCHRP 8-51 Internal Trip Capture Estimation Tool										
Project Name:	LTG, Inc.										
Project Location:	Bunnell		Performed By:	ACP							
Scenario Description:			Date:	12/11/2024							
Analysis Year:	2024		Checked By:								
Analysis Period:	PM Peak Hour		Date:								

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)											
Land Use	Developme	nt Data (<i>For Inf</i>	ormation Only)			Estimated Vehicle-Trips					
Land Use	ITE LUCs1	Quantity	Units		Total	Entering	Exiting				
Office	710	75	KSF	ĪĪ	131	22	109				
Retail	1, 816, 817, 9	210	KSF		1798	892	906				
Restaurant	934, 930, 931	37	KSF	Īij	531	299	232				
Cinema/Entertainment	416	800	Pads	ĪĪ	216	140	76				
Residential	0, 251, 220, 2	8,000	DU		5960	3714	2246				
Hotel	310	135	Rooms	ĪĪ	72	37	35				
All Other Land Uses ²					0						
Total					8708	5104	3604				

Table 2-P: Mode Split and Vehicle Occupancy Estimates											
Land Use		Entering Tr	ps			Exiting Trips					
Land Ose	Veh. Occ.	% Transit	% Non-Motorized		Veh. Occ.	% Transit	% Non-Motorized				
Office											
Retail											
Restaurant											
Cinema/Entertainment											
Residential											
Hotel											
All Other Land Uses ²											

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)									
Origin (From)				Destination (To)					
Origin (From)	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel			
Office									
Retail									
Restaurant									
Cinema/Entertainment									
Residential									
Hotel									

Table 4-P: Internal Person-Trip Origin-Destination Matrix*												
Origin (Fram)												
Origin (From)	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel						
Office		22	4	0	2	0						
Retail	5		87	36	236	6						
Restaurant	5	95		19	42	16						
Cinema/Entertainment	1	16	9		6	0						
Residential	10	89	42	0		4						
Hotel	0	6	15	0	0							

Table 5-P: Computations Summary										
Total Entering Exiting										
All Person-Trips	8,708	5,104	3,604							
Internal Capture Percentage	18%	15%	21%							
External Vehicle-Trips ³	7,162	4,331	2,831							
External Transit-Trips ⁴	0	0	0							
External Non-Motorized Trips ⁴	0	0	0							

Table 6-P: Internal Trip Capture Percentages by Land Use									
Land Use	Entering Trips	Exiting Trips							
Office	95%	26%							
Retail	26%	41%							
Restaurant	53%	76%							
Cinema/Entertainment	39%	42%							
Residential	8%	6%							
Hotel	70%	60%							

¹Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

²Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

³Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

⁴Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	6409 Reserve at Haw Creek
Analysis Period:	PM Peak Hour

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends											
	Table	7-P (D): Entering	g Trips			Table 7-P (O): Exiting Trips	1				
Land Use	Veh. Occ.	Vehicle-Trips	Person-Trips*		Veh. Occ.	Vehicle-Trips	Person-Trips*				
Office	1.00	22	22		1.00	109	109				
Retail	1.00	892	892		1.00	906	906				
Restaurant	1.00	299	299		1.00	232	232				
Cinema/Entertainment	1.00	140	140		1.00	76	76				
Residential	1.00	3714	3714		1.00	2246	2246				
Hotel	1.00	37	37		1.00	35	35				

	Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)											
Origin (From)		Destination (To)										
Origin (From)	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel						
Office		22	4	0	2	0						
Retail	18		263	36	236	45						
Restaurant	7	95		19	42	16						
Cinema/Entertainment	2	16	24		6	2						
Residential	90	943	472	0		67						
Hotel	0	6	24	0	1							

Origin (Farms)	1	Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination) Destination (To)									
Origin (From)	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel					
Office		71	6	1	149	0					
Retail	7		87	36	1708	6					
Restaurant	7	446		45	594	26					
Cinema/Entertainment	1	36	9		149	0					
Residential	13	13 89 42 0 4									
Hotel	0	18	15	0	0						

	Table 9-P (D): Internal and External Trips Summary (Entering Trips)									
Destination Land Use	Po	erson-Trip Estima	tes		External Trips by Mode*					
Destination Land Ose	Internal	External	Total		Vehicles ¹	Transit ²	Non-Motorized ²			
Office	21	1	22		1	0	0			
Retail	228	664	892		664	0	0			
Restaurant	157	142	299		142	0	0			
Cinema/Entertainment	55	85	140		85	0	0			
Residential	286	3428	3714		3428	0	0			
Hotel	26	11	37		11	0	0			
All Other Land Uses ³	0	0	0		0	0	0			

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)								
Origin Land Use	P	Person-Trip Estimates			External Trips by Mode*			
Origin Land Ose	Internal	External	Total	1 [Vehicles ¹	Transit ²	Non-Motorized ²	
Office	28	81	109	1 [81	0	0	
Retail	370	536	906	1 [536	0	0	
Restaurant	177	55	232	1 [55	0	0	
Cinema/Entertainment	32	44	76	1 [44	0	0	
Residential	145	2101	2246	1 [2101	0	0	
Hotel	21	14	35	1 [14	0	0	
All Other Land Uses ³	0	0	0		0	0	0	

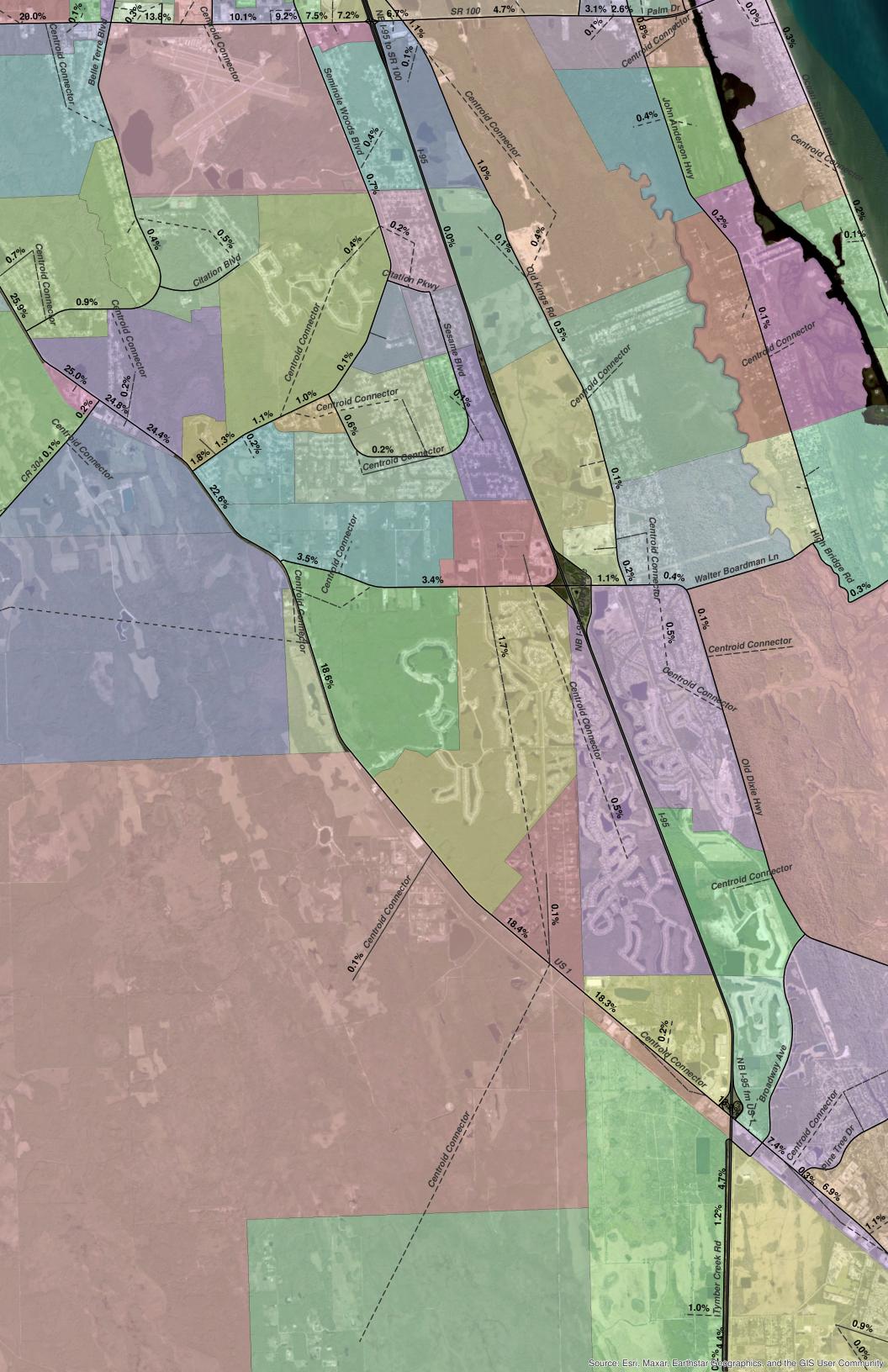
¹Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

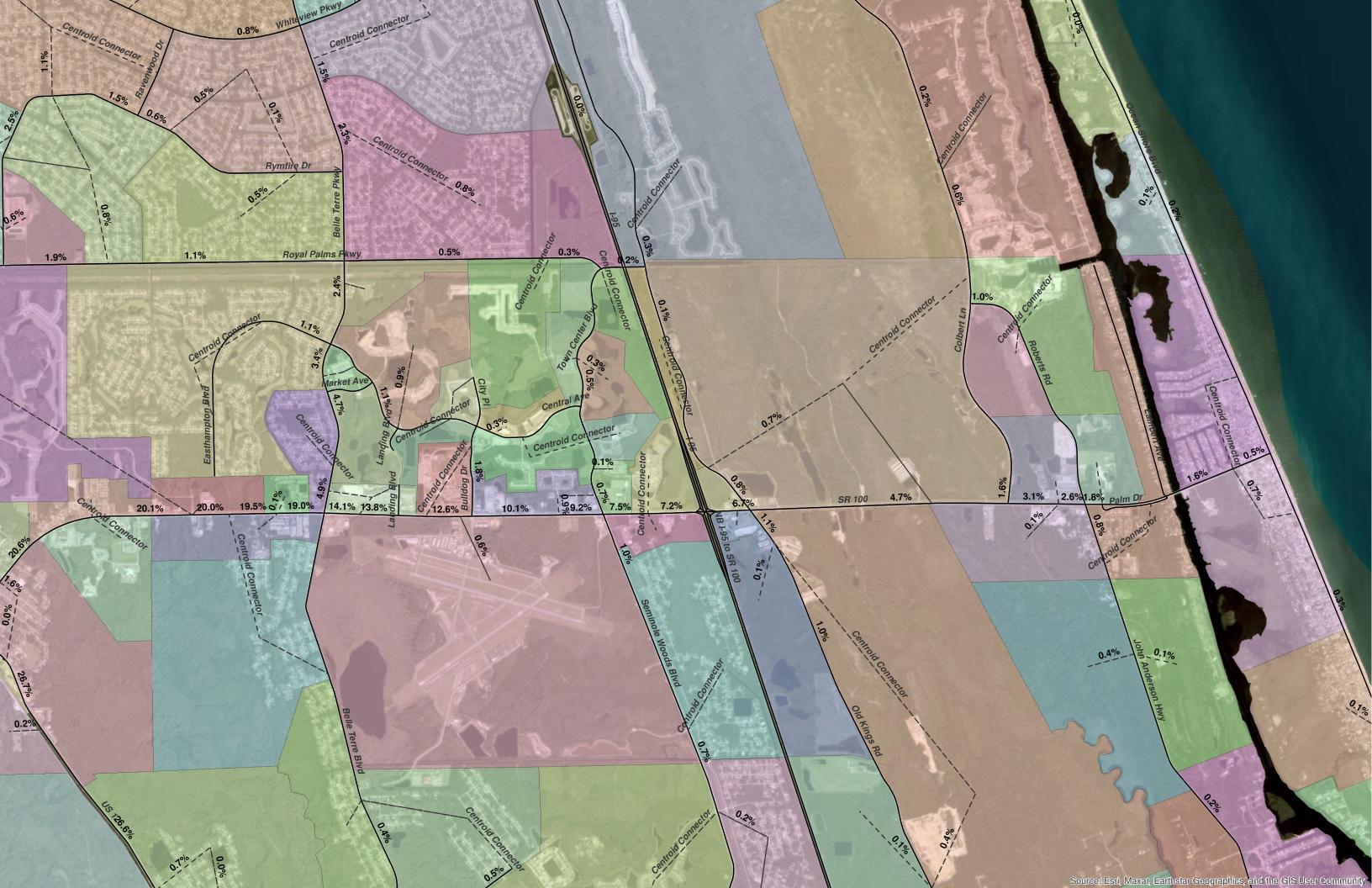
²Person-Trips

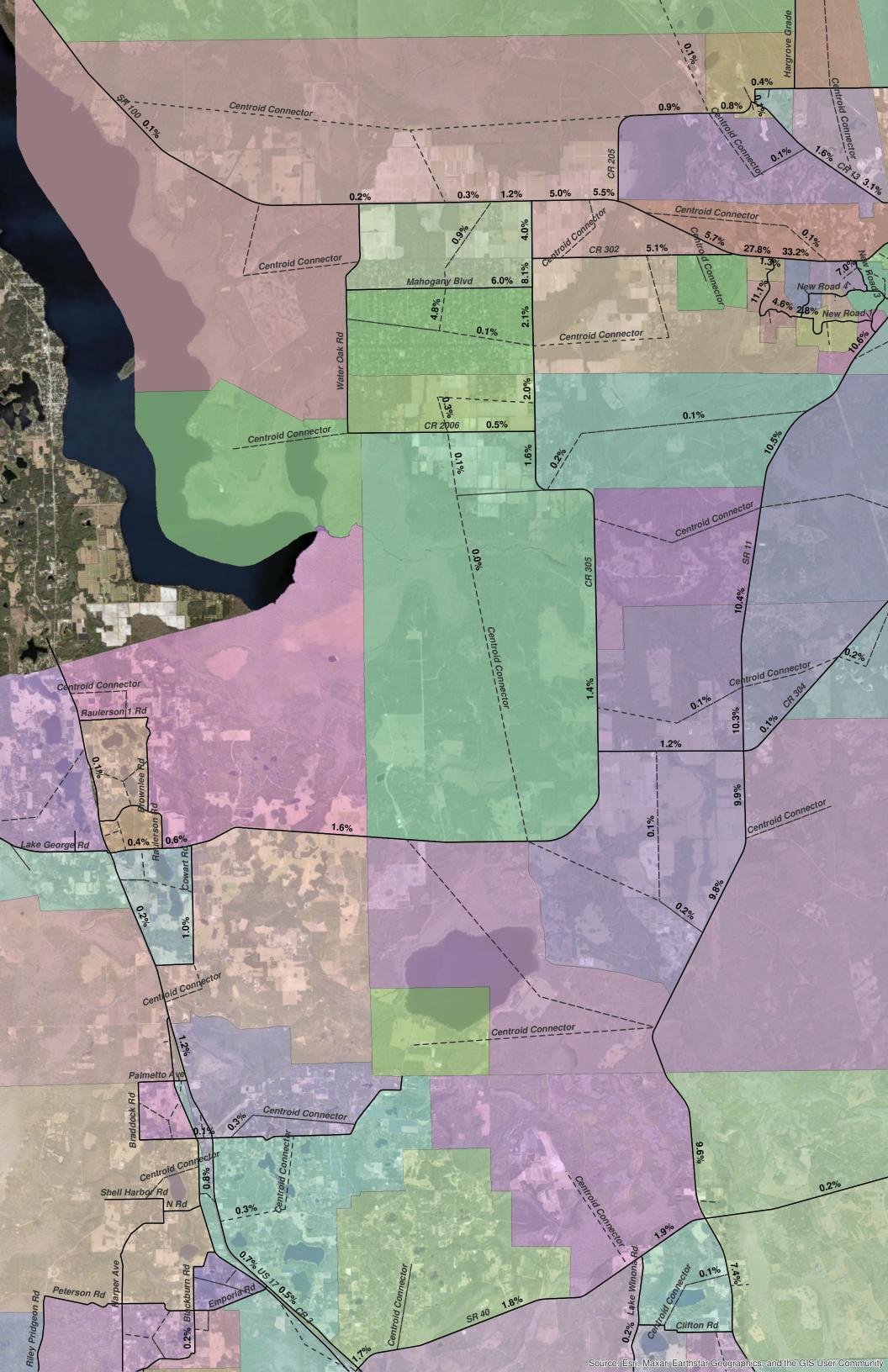
³Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

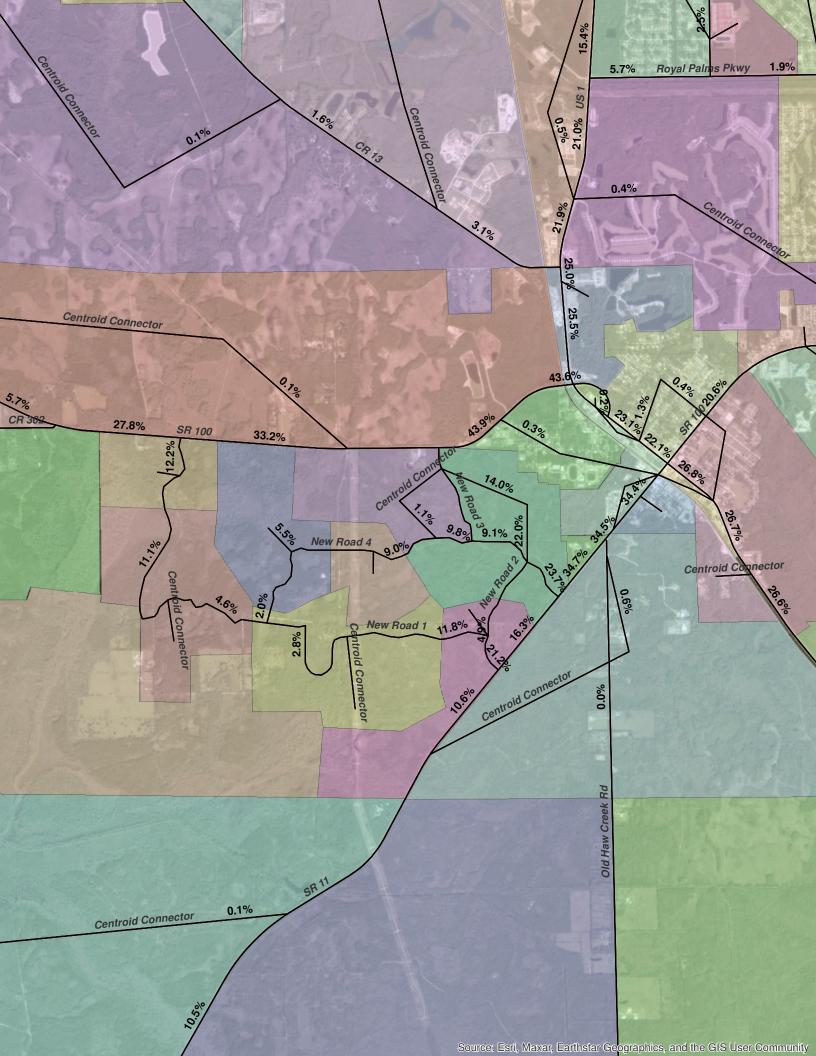
*Indicates computation that has been rounded to the nearest whole number.

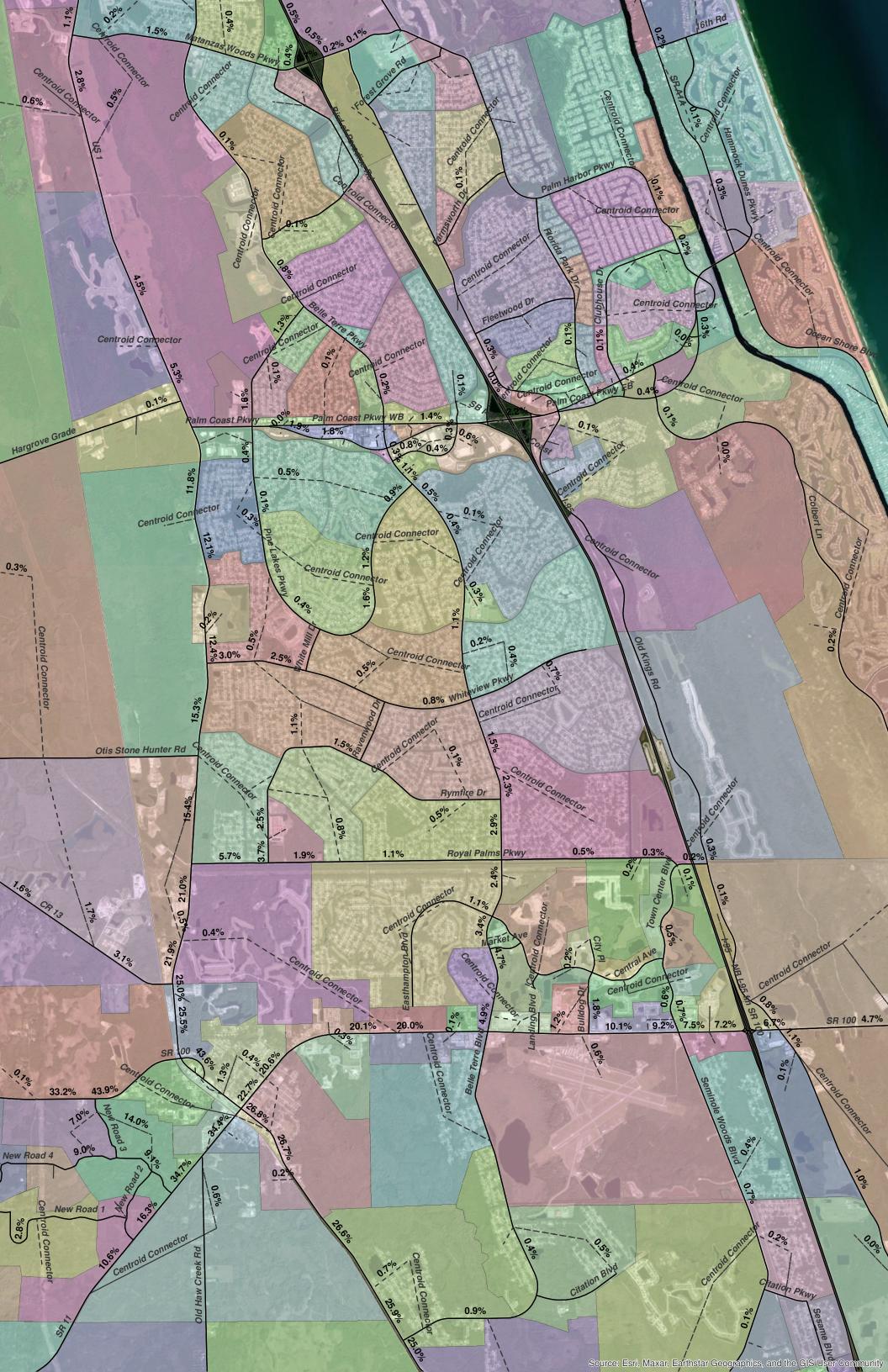
EXHIBIT C Additional CFRPM Model Printouts











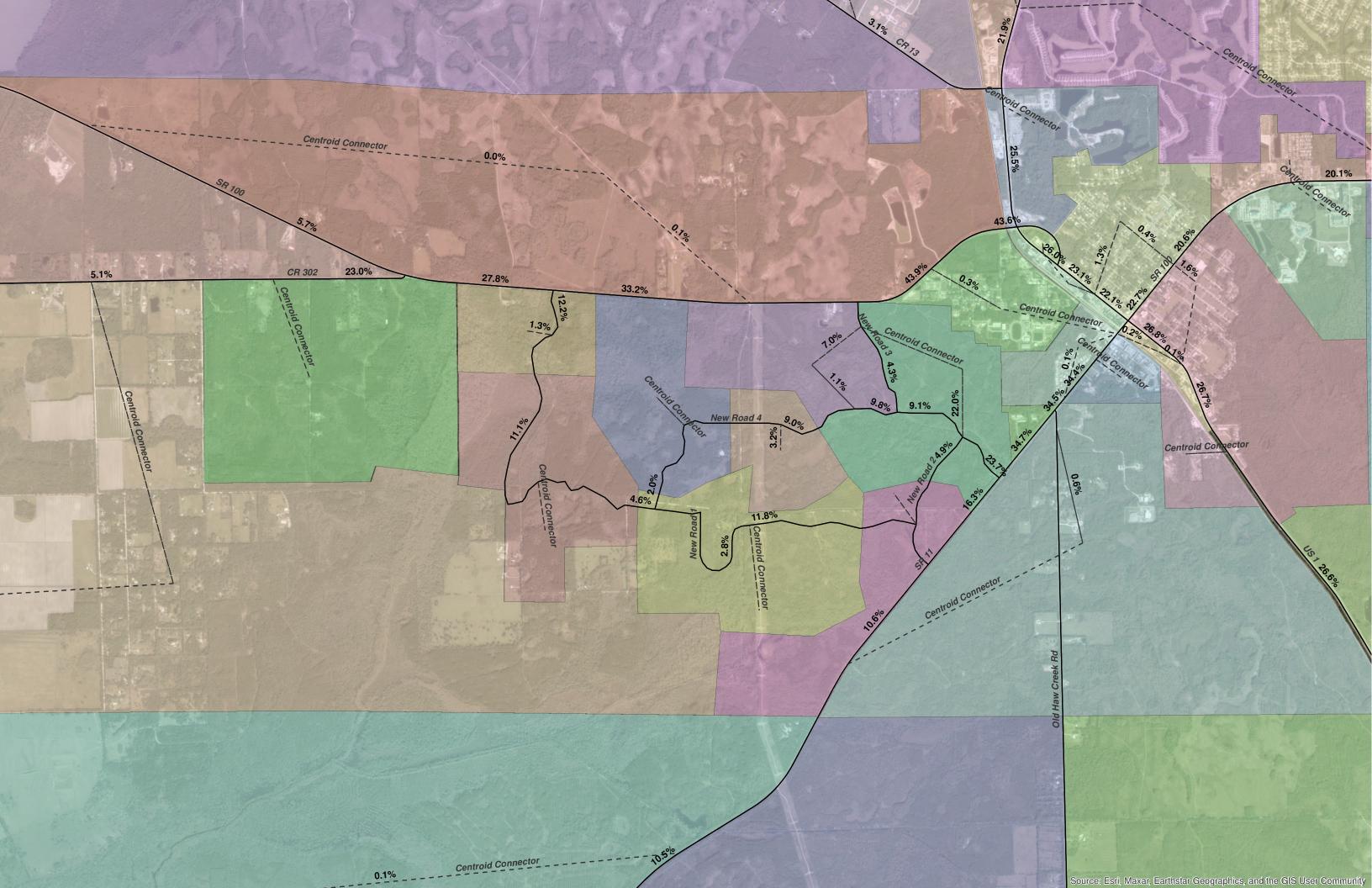
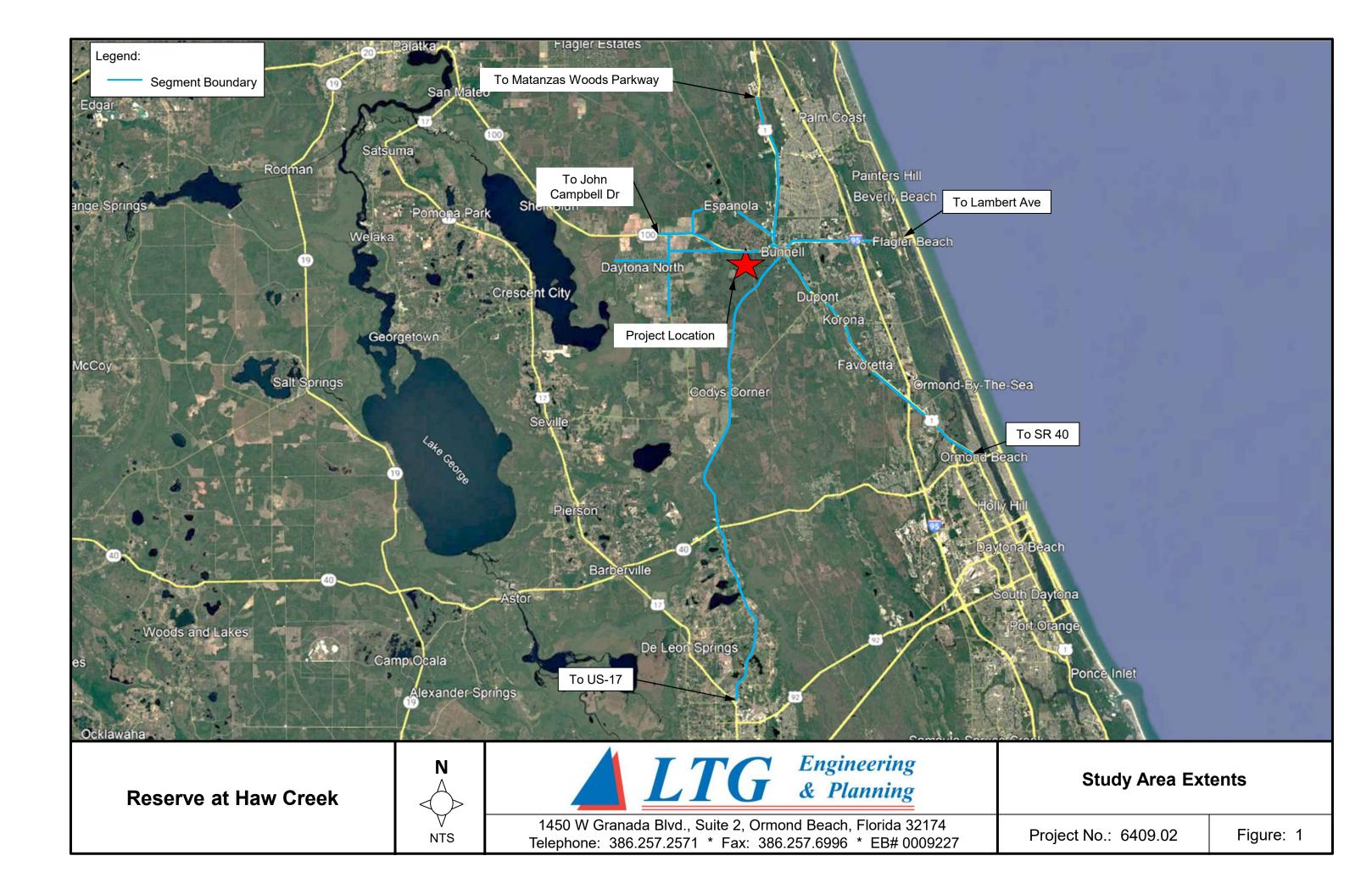


EXHIBIT D Roadway Significance Test

6409.02 Reserve at Haw Creek Significance Test

Roadway	From John Campbell Dr	To Water Oak Rd	No. of Lanes	Jurisdiction	Adopted LOS	Peak-Hour Two-Way Capacity at	Build Out Project Distribution	Project Trips	Impact of LOS	3% Significant?
	Water Oak Rd	CR 305	2	FDOT FDOT	D D	1,330 1,330	0.2% 1.2%	13 80	0.98% 6.02%	No Yes
	CR 305	CR 205	2	FDOT	D	1,330	5.0%	332	24.96%	Yes
	CR 205 CR 302	CR 302 Deen Rd	2	FDOT FDOT	D D	1,330 1,330	5.7% 33.2%	379 2,206	28.50% 165.86%	Yes Yes
	Deen Rd	US 1	2	FDOT	D	1,330	43.9%	2,200	219.40%	Yes
	US 1	Chapel St	2	FDOT	D	1,710	22.7%	1,509	88.25%	Yes
	Chapel St Old Moody Blvd	Old Moody Blvd Belle Terre Blvd	2	FDOT FDOT	D D	1,710	20.6%	1,369	80.06% 40.61%	Yes Yes
SR 100	Belle Terre Blvd	Landing Blvd	4	FDOT	D	3,290 3,290	14.1%	1,336 937	28.48%	Yes
G17 100	Landing Blvd	Bulldog Dr	4	FDOT	D	3,290	13.8%	917	27.87%	Yes
	Bulldog Dr	Town Center Blvd	4	FDOT	D	3,290	10.1%	671	20.40%	Yes
	Town Center Blvd I-95	I-95 Old Kings Rd	4	FDOT FDOT	D D	3,290 3,290	7.5% 7.1%	498 472	15.14% 14.35%	Yes Yes
	Old Kings Rd	Colbert Ln	4	FDOT	D	3,290	4.7%	312	9.48%	Yes
	Colbert Ln	Roberts Rd	4	FDOT	D	3,290	3.1%	206	6.26%	Yes
	Roberts Rd	Lambert Ave	4	FDOT	D	3,360	1.8%	120	3.57%	Yes
	Lambert Ave Flagler Ave	Flagler Ave A1A	4	FDOT FDOT	D D	3,360 3,360	1.6% 0.5%	106 33	3.15% 0.98%	Yes No
	Glenwood Rd	Carter Rd	2	FDOT	D	1,330	4.3%	286	21.50%	Yes
	Carter Rd	CR 15A	2	FDOT	D	1,330	5.0%	332	24.96%	Yes
	CR 15A Daugharty Rd	Daugharty Rd Arredondo Grant Rd	2	FDOT	D	1,330	6.1%	405	30.45%	Yes
	Arredondo Grant Rd	Blackwelder Rd	2	FDOT FDOT	D D	1,330 1,330	7.0% 7.4%	465 492	34.96% 36.99%	Yes Yes
SR 11	Blackwelder Rd	Clifton Rd	2	FDOT	D	1,330	7.4%	492	36.99%	Yes
	Clifton Rd	SR 40	2	FDOT	D	1,330	7.4%	492	36.99%	Yes
	SR 40 CR 304	CR 304 Pine Meadows Dr	2	FDOT FDOT	D D	1,330 1,330	9.9% 34.7%	658 2,306	49.47% 173.38%	Yes Yes
	Pine Meadows Dr	US 1	2	FDOT	D	1,330	34.7%	2,300	173.36%	Yes
	Old Kings Rd	Matanzas Woods Pkwy	4	FDOT	D	5,290	1.1%	73	1.38%	No
	Matanzas Woods Pkwy	Palm Coast Pkwy	4	FDOT	D	5,290	5.4%	359	6.79%	Yes
	Palm Coast Pkwy Whiteview Pkwy	Whiteview Pkwy Otis Stone Humer Rd	4	FDOT FDOT	D D	3,290 3,290	12.4% 13.4%	824 891	25.05% 27.08%	Yes Yes
	Otis Stone Humer Rd	Royal Palms Pkwy	4	FDOT	D	3,290	15.4%	1,023	31.09%	Yes
	Royal Palms Pkwy	CR 13	4	FDOT	D	3,290	21.0%	1,396	42.43%	Yes
	CR 13	SR 100	4	FDOT	D	3,290	25.0%	1,661	50.49%	Yes
	SR 100 SR 11	SR 11 Elm Ave	4	FDOT FDOT	D D	2,980 3,360	23.1% 26.7%	1,535 1,774	51.51% 52.80%	Yes Yes
	Elm Ave	Belle Terre Blvd	4	FDOT	D	3,360	25.9%	1,774	51.22%	Yes
US 1	Belle Terre Blvd	CR 304	4	FDOT	D	5,290	25.0%	1,661	31.40%	Yes
	CR 304 Seminole Woods Blvd	Seminole Woods Blvd Old Dixie Hwy	4	FDOT FDOT	D	5,290	24.8% 22.6%	1,648	31.15%	Yes
	Old Dixie Hwy	Plantation Bay Rd	4	FDOT	D D	5,290 5,290	19.1%	1,502 1,269	28.39% 23.99%	Yes Yes
	Plantation Bay Rd	I-95	4	FDOT	D	3,290	18.6%	1,236	37.57%	Yes
	I-95	Pine Tree Dr	4	FDOT	D	3,290	8.8%	585	17.78%	Yes
	Pine Tree Dr Airport Rd	Airport Rd Nova Rd	4	FDOT FDOT	D D	3,290 3,290	6.9% 4.9%	459 326	13.95% 9.91%	Yes Yes
	Nova Rd	Wilmette Ave	4	FDOT	D	3,290	2.6%	173	5.26%	Yes
	Wilmette Ave	SR 40/Granada Blvd	4	FDOT	D	3,250	2.4%	160	4.92%	Yes
OD 005	SR 40/Granada Blvd SR 100	Hand Ave	6	FDOT	D	5,110	1.7%	113	2.21%	No
CR 205 CR 302	CR 305	ISR 100	2	Flagler Flagler	D D	1,330 1,330	0.9% 23.0%	60 1,529	4.51% 114.96%	Yes Yes
Deen Rd	SR 100	Bay St	2	Flagler	D	1,330	0.3%	20	1.50%	No
CR 13	US 1	CR 205	2	Flagler	D	1,330	3.1%	206	15.49%	Yes
CR 305	SR 100 CR 302	CR 302 Mahogany Blvd	2	Flagler	D	1,330	4.0%	266 538	20.00%	Yes
CK 303	Mahogany Blvd	CR 110	2	Flagler Flagler	D D	1,330 1,330	8.1% 2.1%	140	40.45% 10.53%	Yes Yes
	Parkview Dr	Whiteview Pkwy	4	Palm Coast	D	3,580	1.2%	80	2.23%	No
D T D	Whiteview Pkwy	Rymfire Dr	4	Palm Coast	D	3,580	2.3%	153	4.27%	Yes
Belle Terre Pkwy	Rymfire Dr Royal Palms Pkwy	Royal Palms Pkwy East Hampton Blvd	4	Palm Coast Palm Coast	D D	3,580 3,580	2.9% 2.4%	193 160	5.39% 4.47%	Yes Yes
	East Hampton Blvd	SR 100	4	Palm Coast	D	3,580	1.9%	126	3.52%	Yes
	SR 100	Zebulas Tr	2	Palm Coast	D	2,170	0.0%	0	0.00%	No
Belle Terre Blvd	Zebulas Tr	Zaun Tr	2	Palm Coast	D	2,170	0.0%	0	0.00%	No
	Zaun Tr Citation Pkwy	Citation Pkwy US 1	2	Palm Coast Palm Coast	D D	2,170 2,170	0.4% 0.9%	27 60	1.24% 2.76%	No No
Dulldon Dr	SR 100	Central Ave	2	Palm Coast	D	1,330	1.8%	120	9.02%	Yes
Bulldog Dr	Central Ave	Lake Ave	2	Palm Coast	D	1,330	0.0%	0	0.00%	No
Town Center Blvd	SR 100	Hospital Drive	4	Palm Coast	D	5,900	0.7%	47	0.80%	No
	SR 100 Ulaturn Pl	Ulaturn Pl Citation Pkwy	4	Palm Coast Palm Coast	D D	5,900 5,900	1.0% 0.0%	66 0	1.12% 0.00%	No No
Seminole Woods Blvd	Citation Pkwy	Sesame Blvd	2	Palm Coast	D	2,170	0.7%	47	2.17%	No
	Sesame Blvd	US 1	2	Palm Coast	D	2,170	1.8%	120	5.53%	Yes
Old Kings Rd	Town Center Blvd SR 100	SR 100 Palm Coast City Limit	4 2	Palm Coast	D D	5,900	0.8%	53 73	0.90%	No
-	SR 100 SR 100	Roberts Rd	2	Palm Coast Palm Coast	D D	2,170 2,170	1.1%	106	3.36% 4.88%	Yes Yes
Colbert Ln	Roberts Rd	South Park Rd	2	Palm Coast	D	2,170	0.6%	40	1.84%	No
	US 1	Rymfire Dr	2	Palm Coast	D	1,600	5.7%	379	23.69%	Yes
Royal Palms Pkwy	Rymfire Dr	Belle Terre Pkwy	2	Palm Coast	D	1,600	1.9%	126	7.88%	Yes
	Belle Terre Pkwy US 1	Town Center Blvd White Mill Dr	2	Palm Coast Palm Coast	D D	1,600 3,580	0.5% 3.0%	33 199	2.06% 5.56%	No Yes
Whiteview Pkwy	White Mill Dr	Belle Terre Pkwy	2	Palm Coast	D	1,600	0.5%	33	2.06%	No
	Belle Terre Pkwy	Pritchard Dr	2	Palm Coast	D	1,600	1.1%	73	4.56%	Yes
Polm Coast Discre	US 1	Pine Lakes Pkwy	4	Palm Coast	D	3,580	5.7%	379	10.59%	Yes
Palm Coast Pkwy	Pine Lakes Pkwy Belle Terre Pkwy	Belle Terre Pkwy Cypress Point Pkwy	4	Palm Coast Palm Coast	D D	3,580 3,580	3.6% 1.5%	239 100	6.68% 2.79%	Yes No
	US 1	Belle Terre Pkwy	2	Palm Coast	D	1,600	1.8%	120	7.50%	Yes
Matanzas Woods Pkwy	Belle Terre Pkwy	Bird of Paradise Dr	2	Palm Coast	D	1,600	1.5%	100	6.25%	Yes
IGIGITZAS VVOCUS PKWY	Bird of Paradise Dr	I-95	2	Palm Coast	D	1,600	1.1%	73	4.56%	Yes
	I-95 Royal Palms Pkwy	Old King Rd Ravenwood Dr	2	Palm Coast Palm Coast	D D	1,600 2,170	0.2% 3.7%	13 246	0.81%	No Yes
	Royal Palms Pkwy Ravenwood Dr	Belle Terre Pkwy	2	Palm Coast Palm Coast	D	2,170	0.6%	40	1.84%	No Yes
Rymfire Dr	CR 305	Water Oak Rd	2	Palm Coast	D	1,330	6.0%	399	30.00%	Yes
Rymfire Dr Mahogany Blvd		SR 100	6	FDOT	D	10,560	0.0%	0	0.00%	No
Mahogany Blvd	Palm Coast Pkwy		_	FDOT	D	10,560	0.0%	0	0.00%	No
<u> </u>	Palm Coast Pkwy SR 100	Old Dixie Hwy	6							ı Nı.
Mahogany Blvd	Palm Coast Pkwy SR 100 Belle Terre Pkwy	Old Dixie Hwy Market Ave	4	Palm Coast	D	2,920	0.0%	72	0.00%	No No
Mahogany Blvd	Palm Coast Pkwy SR 100 Belle Terre Pkwy Market Ave	Old Dixie Hwy Market Ave Lake Ave	4 4	Palm Coast Palm Coast	D	2,920	1.1%	73	2.50%	No
Mahogany Blvd	Palm Coast Pkwy SR 100 Belle Terre Pkwy	Old Dixie Hwy Market Ave	4	Palm Coast						
Mahogany Blvd I-95	Palm Coast Pkwy SR 100 Belle Terre Pkwy Market Ave Lake Ave Landing Blvd Park St	Old Dixie Hwy Market Ave Lake Ave Landing Blvd Park St Bulldog Dr	4 4 4 2 2	Palm Coast Palm Coast Palm Coast	D D	2,920 2,920 1,330 1,330	1.1% 1.1% 0.0% 1.2%	73 73 0 80	2.50% 2.50%	No No
Mahogany Blvd I-95	Palm Coast Pkwy SR 100 Belle Terre Pkwy Market Ave Lake Ave Landing Blvd	Old Dixie Hwy Market Ave Lake Ave Landing Blvd Park St	4 4 4 2	Palm Coast Palm Coast Palm Coast Palm Coast	D D D	2,920 2,920 1,330	1.1% 1.1% 0.0%	73 73 0	2.50% 2.50% 0.00%	No No No



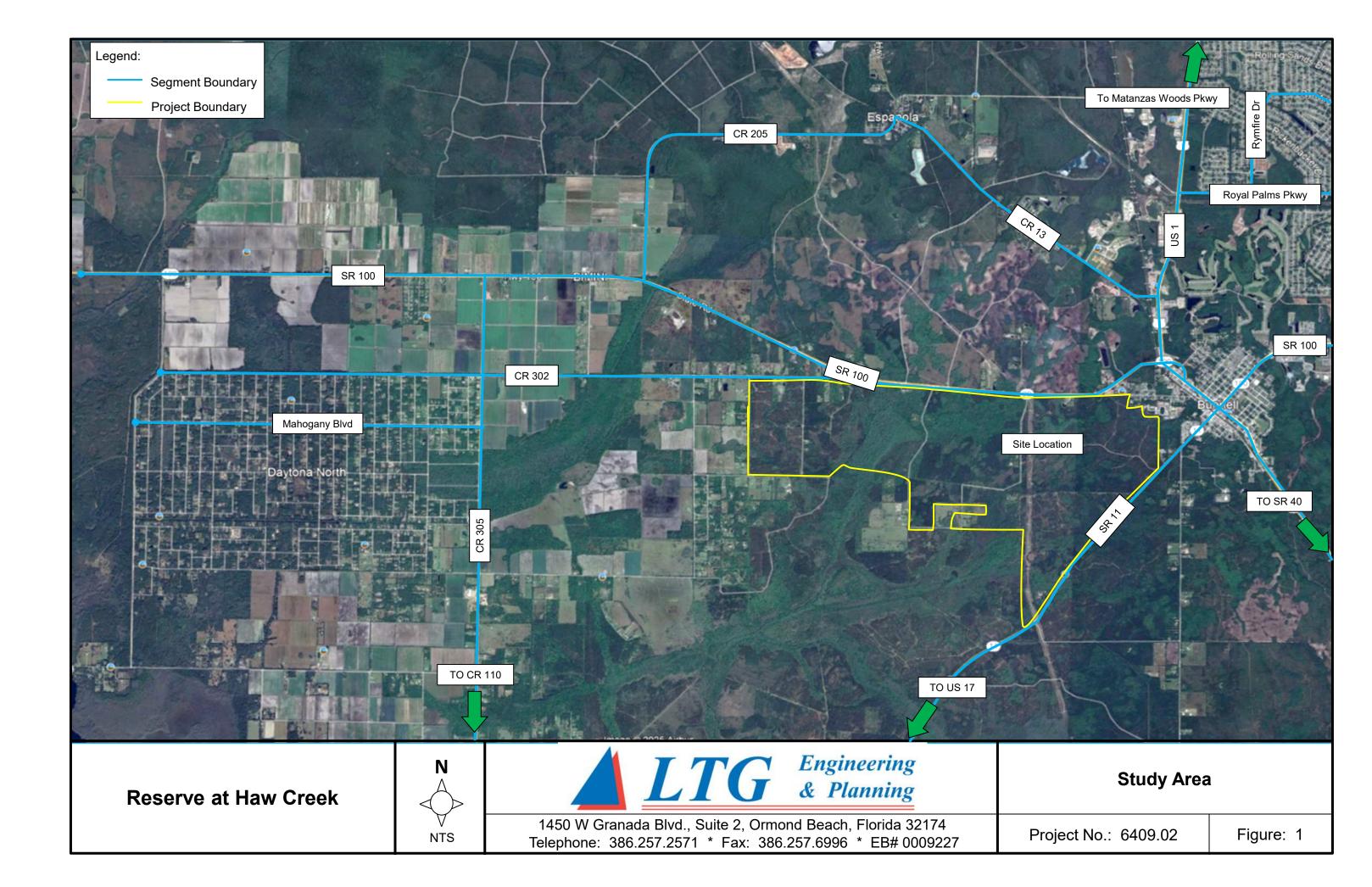
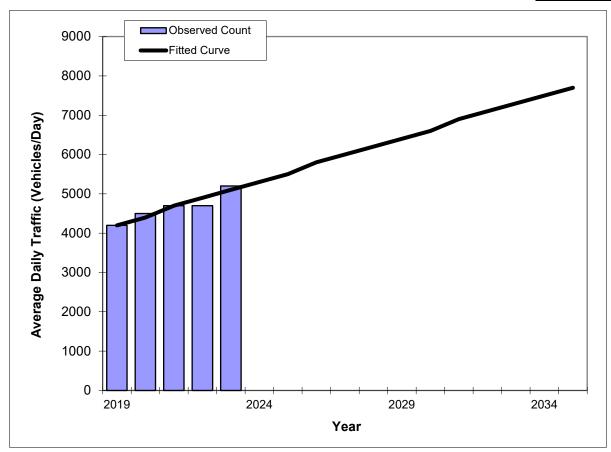


EXHIBIT E FDOT Traffic Trends Summary Sheets

SR 100 -- CR 305 to CR 205

County:	Flagler
Station #:	39
Highway:	SR 100



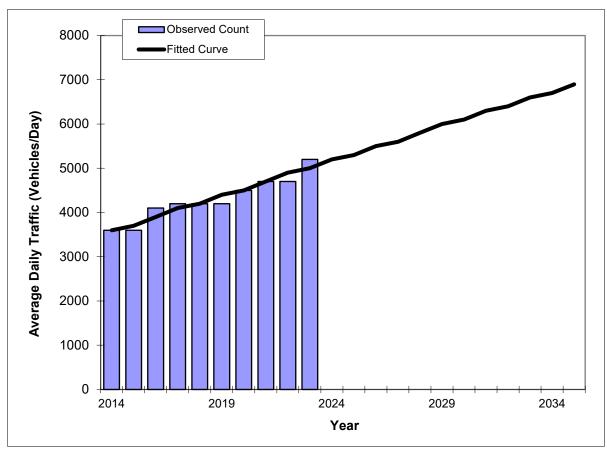
** Annual Trend Increase:	220
Trend R-squared:	91.0%
Trend Annual Historic Growth Rate:	5.36%
Trend Growth Rate (2023 to Design Year):	4.25%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)					
Year	Count*	Trend**				
2019	4200	4200				
2020	4500	4400				
2021	4700	4700				
2022	4700	4900				
2023	5200	5100				
202	5 Opening Yea	r Trend				
2025	N/A	5500				
	030 Mid-Year T					
2030	N/A	6600				
203	35 Design Year	Trend				
2035	N/A	7700				
TRAN	PLAN Forecas	ts/Trends				

*Axle-Adjusted

SR 100 -- CR 305 to CR 205

County:FlaglerStation #:39Highway:SR 100



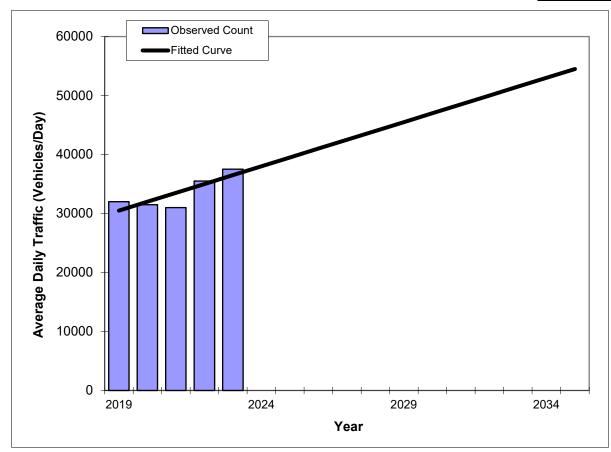
** Annual Trend Increase:	158
Trend R-squared:	92.3%
Trend Annual Historic Growth Rate:	4.32%
Trend Growth Rate (2023 to Design Year):	3.17%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)				
Year	Count*	Trend**			
2014	3600	3600			
2015	3600	3700			
2016	4100	3900			
2017	4200	4100			
2018	4200	4200			
2019	4200 4500	4400 4500			
2020 2021	4500 4700	4300 4700			
2021	4700	4900			
2022	5200	5000			
	0200	0000			
202	5 Opening Yea	r Trend			
2025	N/A	5300			
	030 Mid-Year T				
2030	N/A	6100			
2035	35 Design Year N/A	6900			
	PLAN Forecas				
		to/Hondo			

*Axle-Adjusted

SR 100 -- Town Center to I-95

County:	Flagler
Station #:	6
Highway:	SR 100



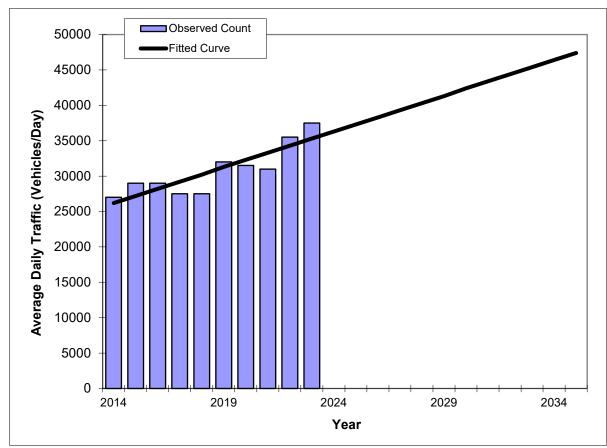
** Annual Trend Increase:	1,500
Trend R-squared:	69.2%
Trend Annual Historic Growth Rate:	4.92%
Trend Growth Rate (2023 to Design Year):	4.11%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)					
Year	Count*	Trend**				
2019	32000	30500				
2020	31500	32000				
2021	31000	33500				
2022	35500	35000				
2023	37500	36500				
	5 Opening Yea					
2025	N/A	39500				
2030	030 Mid-Year ⊺ N/A	47000				
	B5 Design Year					
2035	N/A	54500				
	PLAN Forecas					

*Axle-Adjusted

SR 100 -- Town Center to I-95

County:	Flagler
Station #:	6
Highway:	SR 100



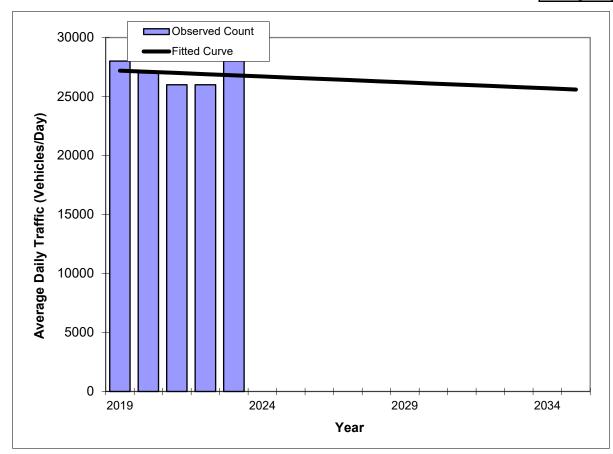
** Annual Trend Increase:	1,009
Trend R-squared:	75.3%
Trend Annual Historic Growth Rate:	3.86%
Trend Growth Rate (2023 to Design Year):	2.86%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	27000	26200
2015	29000	27200
2016	29000	28200
2017	27500	29200
2018	27500	30200
2019	32000	31300
2020	31500	32300
2021	31000	33300
2022	35500	34300
2023	37500	35300
202	5 Opening Yea	r Trond
2025	o Opening Tea N/A	37300
	030 Mid-Year T	
2030	N/A	42400
203	35 Design Year	Trend
2035	N/A	47400
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 100 -- I-95 to Old Kings Rd

County:	Flagler	
Station #:	262	
Highway:	SR 100	



** Annual Trend Increase:	-100
Trend R-squared:	2.5%
Trend Annual Historic Growth Rate:	-0.37%
Trend Growth Rate (2023 to Design Year):	-0.37%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	28000	27200
2020	27000	27100
2021	26000	27000
2022	26000	26900
2023	28000	26800
	5 Opening Yea	
2025	N/A 030 Mid-Year T	26600 rend
2030	N/A	26100
	35 Design Year	
2035	N/A	25600
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 100 -- I-95 to Old Kings Rd

County:	Flagler	
Station #:	262	
Highway:	SR 100	

Year

2014

2015

Traffic (ADT/AADT)

Trend**

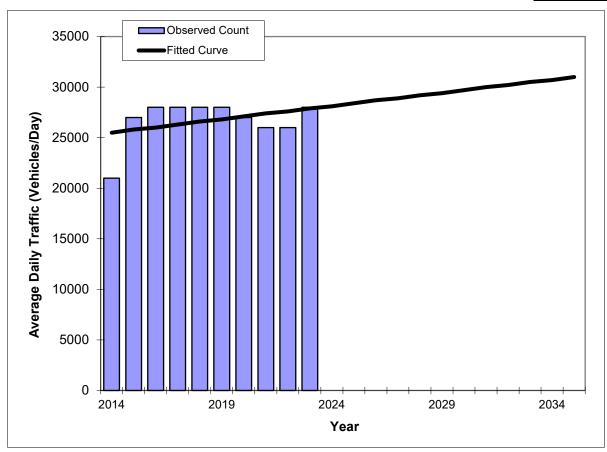
25500

25800

Count*

21000

27000



2016 2017 2018 2019 2020 2021 2022 2023	28000 28000 28000 28000 27000 26000 28000	26000 26300 26600 26800 27100 27400 27600 27900
202	5 Opening Yea	r Trend
2025	N/A	28400
	030 Mid-Year T	rend
2030	N/A	29700
	35 Design Year	
2035	N/A	31000
TRAN	PLAN Forecas	ts/Trends

** Annual Trend Increase: 261

Trend R-squared: 13.3%

Trend Annual Historic Growth Rate: 1.05%

Trend Growth Rate (2023 to Design Year): 0.93%

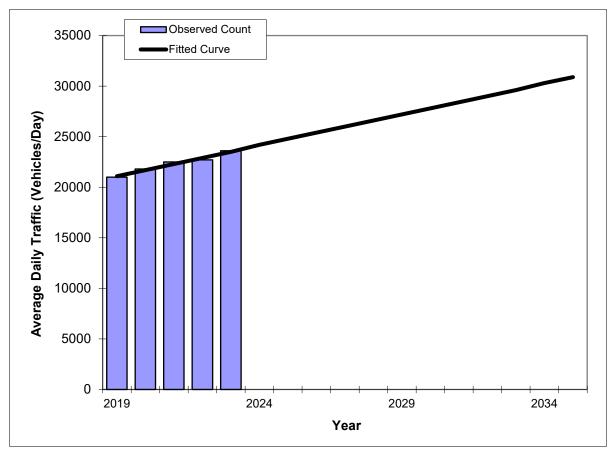
Printed: 9-Apr-25

Straight Line Growth Option

*Axle-Adjusted

SR 100 -- Old Kings Rd to Colbert Ln

County:	Flagler	
Station #:	335	
Highway:	SR 100	



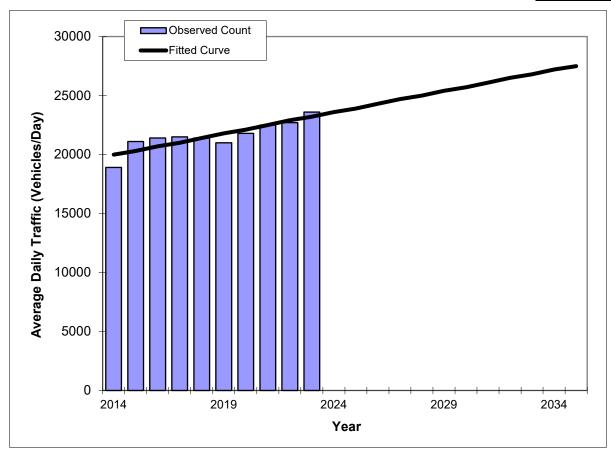
** Annual Trend Increase:	610
Trend R-squared:	97.2%
Trend Annual Historic Growth Rate:	2.84%
Trend Growth Rate (2023 to Design Year):	2.62%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	21000	21100
2020	21800	21700
2021	22500	22300
2022	22700	22900
2023	23600	23500
202	5 Opening Yea	r Trend
2025	N/A	24800
	030 Mid-Year T	
2030	N/A	27800
	35 Design Year	
2035	N/A	30900
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 100 -- Old Kings Rd to Colbert Ln

County:	Flagler	
Station #:	335	
Highway:	SR 100	



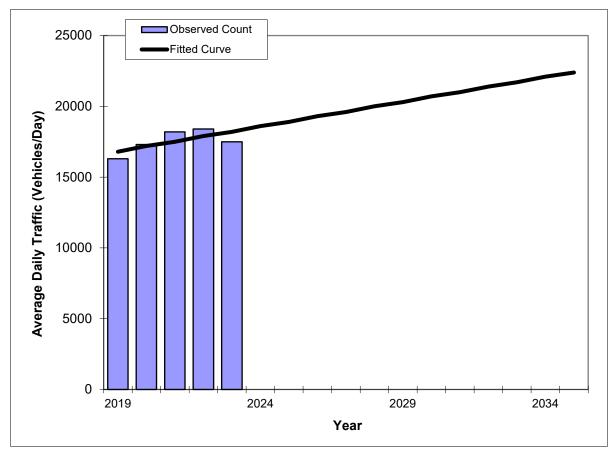
** Annual Trend Increase:	361
Trend R-squared:	76.4%
Trend Annual Historic Growth Rate:	1.78%
Trend Growth Rate (2023 to Design Year):	1.54%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	18900	20000
2015	21100	20300
2016	21400	20700
2017	21500	21000
2018	21400	21400
2019	21000	21800
2020 2021	21800 22500	22100 22500
2021	22700	22900
2022	23600	23200
2020	20000	20200
202	5 Opening Yea	r Trend
2025	N/A	23900
	030 Mid-Year 1	
2030	N/A	25700
	35 Design Year	
2035	N/A	27500
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 100 -- Colbert Ln to Flagler Ave

County:	Flagler
Station #:	1000
Highway:	SR 100



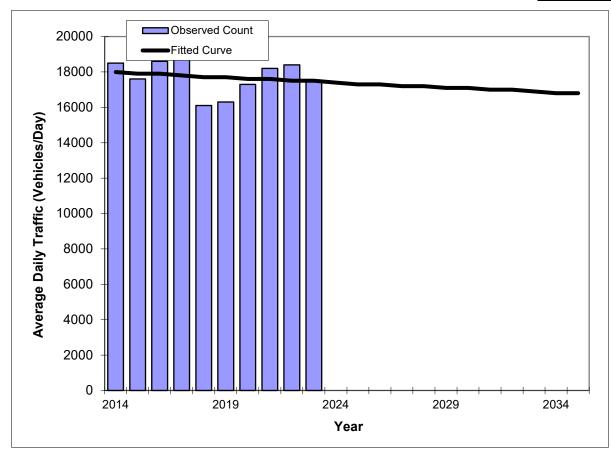
** Annual Trend Increase:	350
Trend R-squared:	44.2%
Trend Annual Historic Growth Rate:	2.08%
Trend Growth Rate (2023 to Design Year):	1.92%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	16300	16800
2020	17300	17200
2021	18200	17500
2022	18400	17900
2023	17500	18200
	5 Opening Yea	
2025	N/A	18900
	030 Mid-Year T	
2030 203	N/A 35 Design Year	20700 Trend
2035	N/A	22400
	PLAN Forecas	
110/11		to/ ITOHQ5

*Axle-Adjusted

SR 100 -- Colbert Ln to Flagler Ave

County:	Flagler
Station #:	1000
Highway:	SR 100



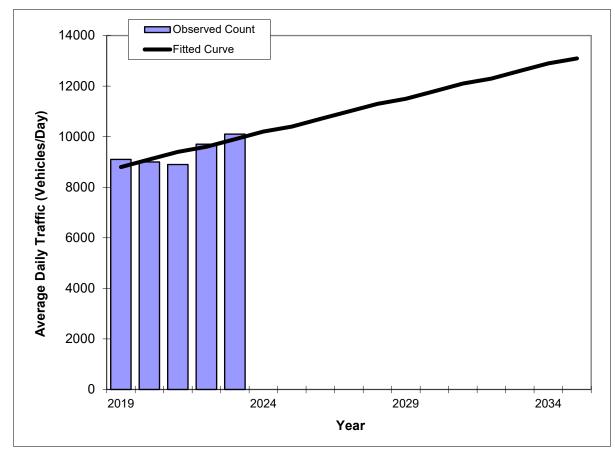
** Annual Trend Increase:	-57
Trend R-squared:	3.4%
Trend Annual Historic Growth Rate:	-0.31%
Trend Growth Rate (2023 to Design Year):	-0.33%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	18500	18000
2015	17600	17900
2016	18600	17900
2017	18700	17800
2018	16100	17700
2019	16300	17700
2020	17300	17600
2021 2022	18200 18400	17600 17500
2022	17500	17500
2023	17300	17300
	5 Opening Yea	
2025	N/A	17300
2030	030 Mid-Year T N/A	rena 17100
	B5 Design Year	
2035	N/A	16800
	PLAN Forecas	
		to/Hondo

*Axle-Adjusted

SR 100 -- CR 205 to US 1

County:	Flagler
Station #:	3
Highway:	SR 100



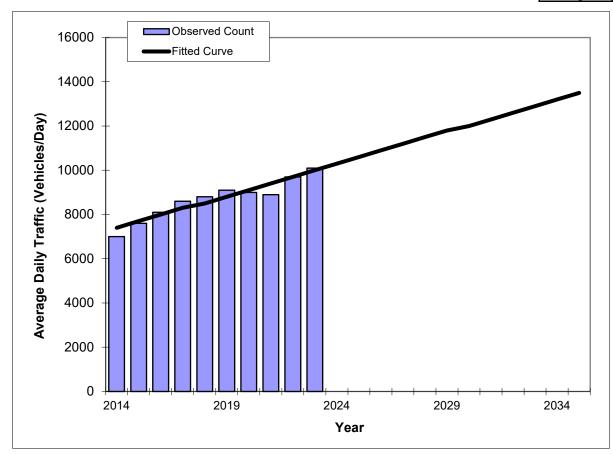
** Annual Trend Increase:	270
Trend R-squared:	68.0%
Trend Annual Historic Growth Rate:	3.13%
Trend Growth Rate (2023 to Design Year):	2.69%
Printed:	9-Apr-25
Straight Line Growth Option	

Traffic (ADT/AADT)	
Count*	Trend**
9100	8800
	9100
	9400
	9600
10100	9900
	10400
	11800 Trend
	13100
	to, ITOHGO
	Count*

*Axle-Adjusted

SR 100 -- CR 205 to US 1

County:	Flagler
Station #:	3
Highway:	SR 100



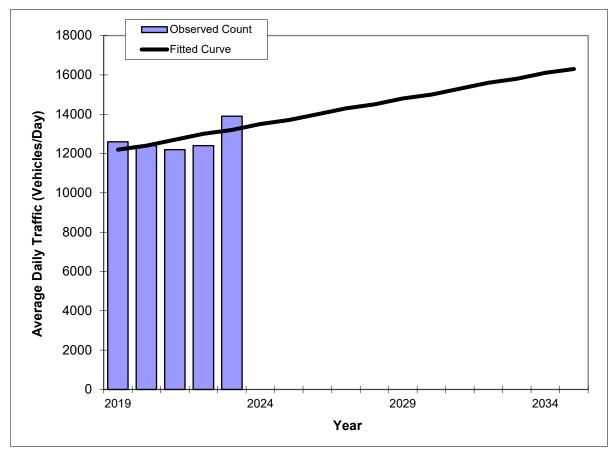
** Annual Trend Increase:	292
Trend R-squared:	90.7%
Trend Annual Historic Growth Rate:	3.90%
Trend Growth Rate (2023 to Design Year):	2.92%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	7000	7400
2015	7600	7700
2016	8100	8000
2017	8600	8300
2018	8800	8500
2019	9100	8800
2020	9000	9100
2021	8900	9400
2022	9700	9700
2023	10100	10000
	5 Opening Yea	
2025	N/A	10600
	030 Mid-Year T	
2030	N/A	12000
2035	B5 Design Year N/A	13500
	PLAN Forecas	
TIVAIN	LANTOICCAS	lo/HIGHUS

*Axle-Adjusted

SR 100 -- US 1 to Commerce Pkwy

County:	Flagler
Station #:	33
Highway:	SR 100



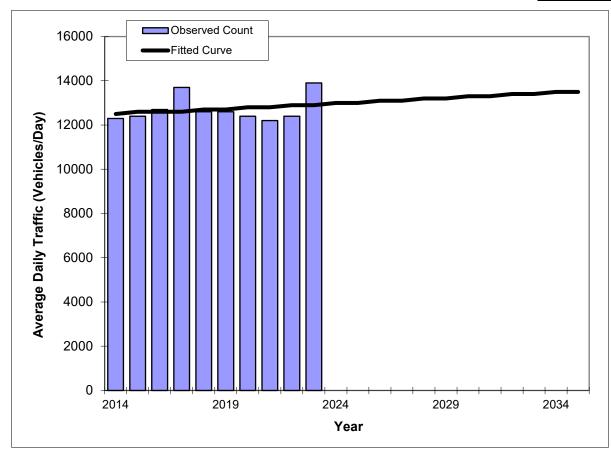
260
36.0%
2.05%
1.96%
9-Apr-25

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	12600	12200
2020	12400	12400
2021	12200	12700
2022	12400	13000
2023	13900	13200
222		
	5 Opening Yea	
2025	N/A 030 Mid-Year T	13700
2030	N/A	15000
	B5 Design Year	
2035	N/A	16300
	PLAN Forecas	

*Axle-Adjusted

SR 100 -- US 1 to Commerce Pkwy

County:	Flagler
Station #:	33
Highway:	SR 100



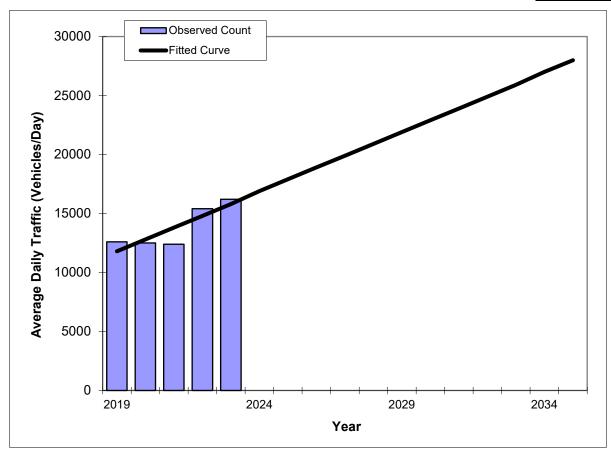
** Annual Trend Increase:	48
Trend R-squared:	6.2%
Trend Annual Historic Growth Rate:	0.36%
Trend Growth Rate (2023 to Design Year):	0.39%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	12300	12500
2015	12400	12600
2016	12700	12600
2017	13700	12600
2018	12600	12700
2019	12600	12700
2020	12400	12800
2021	12200	12800
2022	12400	12900
2023	13900	12900
202	5 Opening Yea	r Trend
2025	N/A	13000
2	030 Mid-Year T	rend
2030	N/A	13300
	35 Design Year	
2035	N/A	13500
TRAN	PLAN Forecas	ts/Trends
l		

*Axle-Adjusted

SR 100 -- Commerce Pkwy to Belle Terre

County:	Flagler
Station #:	54
Highway:	SR 100



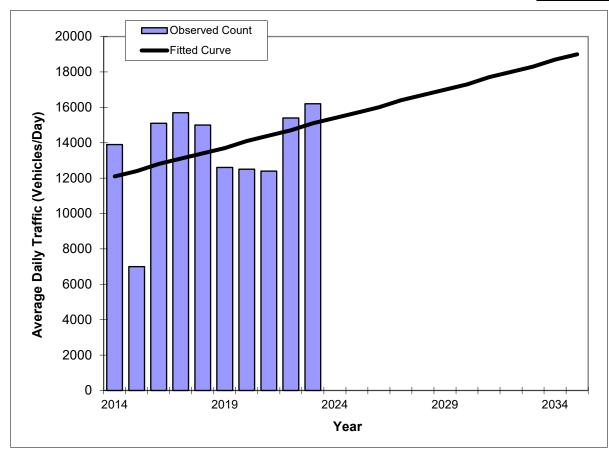
** Annual Trend Increase:	1,010
Trend R-squared:	76.1%
Trend Annual Historic Growth Rate:	8.47%
Trend Growth Rate (2023 to Design Year):	6.43%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	12600	11800
2020	12500	12800
2021	12400	13800
2022	15400	14800
2023	16200	15800
000	5 O · · · · · ·	
	5 Opening Yea	
2025	N/A	17900
	030 Mid-Year T	
2030	N/A	22900
	35 Design Year	
2035	N/A	28000
TRAN	PLAN Forecas	ts/Trenas

*Axle-Adjusted

SR 100 -- Commerce Pkwy to Belle Terre

County:	Flagler
Station #:	54
Highway:	SR 100



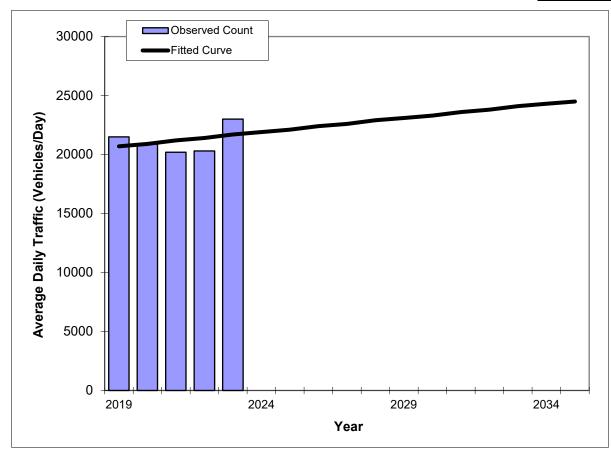
** Annual Trend Increase:	327
Trend R-squared:	13.4%
Trend Annual Historic Growth Rate:	2.75%
Trend Growth Rate (2023 to Design Year):	2.15%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	13900	12100
2015	7000	12400
2016	15100	12800
2017	15700	13100
2018	15000	13400
2019	12600	13700
2020 2021	12500 12400	14100 14400
2021	15400	14700
2022	16200	15100
	.0200	10.00
202	5 Opening Yea	r Trend
2025	N/A	15700
	030 Mid-Year T	rend
2030	N/A	17300
203	35 Design Year	Trend
2035	N/A	19000
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 100 -- Belle Terre to Town Center

County:	Flagler	
Station #:	2	
Highway:	SR 100	



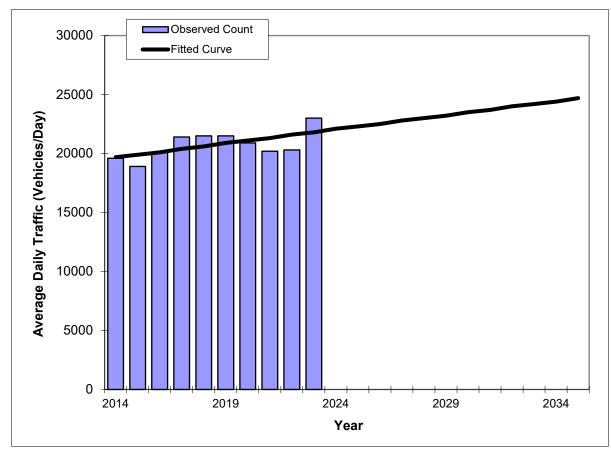
** Annual Trend Increase:	240
Trend R-squared:	11.0%
Trend Annual Historic Growth Rate:	1.21%
Trend Growth Rate (2023 to Design Year):	1.08%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	21500	20700
2020	20900	20900
2021	20200	21200
2022	20300	21400
2023	23000	21700
202	5 Opening Yea	r Trend
2025	N/A	22100
	030 Mid-Year T	
2030	N/A	23300
2035	35 Design Year N/A	24500
	PLAN Forecas	
110/11		to/ITOHQ5

*Axle-Adjusted

SR 100 -- Belle Terre to Town Center

County:	Flagler	
Station #:	2	
Highway:	SR 100	



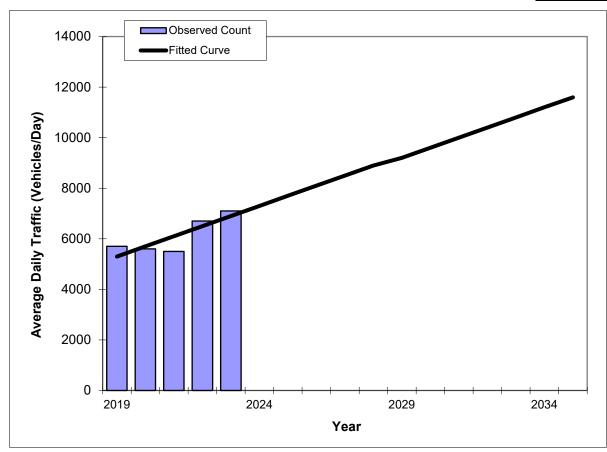
** Annual Trend Increase:	239
Trend R-squared:	38.2%
Trend Annual Historic Growth Rate:	1.18%
Trend Growth Rate (2023 to Design Year):	1.11%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	19600	19700
2015	18900	19900
2016	20100	20100
2017	21400	20400
2018 2019	21500 21500	20600 20900
2019	20900	21100
2020	20200	21300
2022	20300	21600
2023	23000	21800
202	5 Opening Yea	r Trend
2025	N/A	22300
	030 Mid-Year ⊺	
2030	N/A	23500
	35 Design Year	
2035	N/A PLAN Forecas	24700 ts/Trends
TIVAIN	LAN Folecas	ts/TTenus

*Axle-Adjusted

SR 11 -- US 1 to Pine Meadows Dr

County:	Flagler	
Station #:	5009	
Highway:	SR 11	



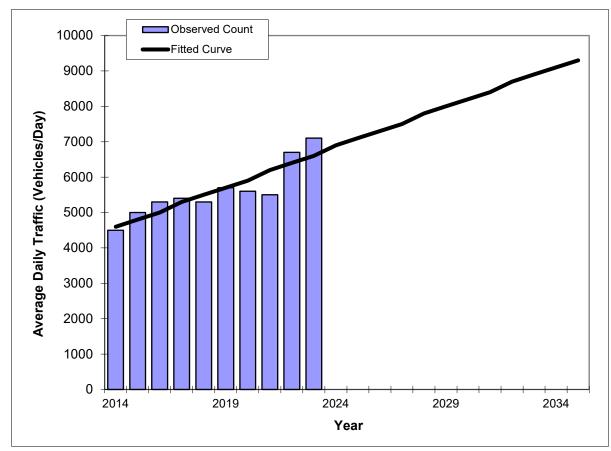
** Annual Trend Increase:	390
Trend R-squared:	71.5%
Trend Annual Historic Growth Rate:	7.55%
Trend Growth Rate (2023 to Design Year):	5.68%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	5700	5300
2020	5600	5700
2021	5500	6100
2022	6700	6500
2023	7100	6900
	5 Opening Yea	
2025	N/A	7700
	030 Mid-Year T	
2030	N/A 35 Design Year	9600 Trend
2035	N/A	11600
	PLAN Forecas	

*Axle-Adjusted

SR 11 -- US 1 to Pine Meadows Dr

County:	Flagler	
Station #:	5009	
Highway:	SR 11	



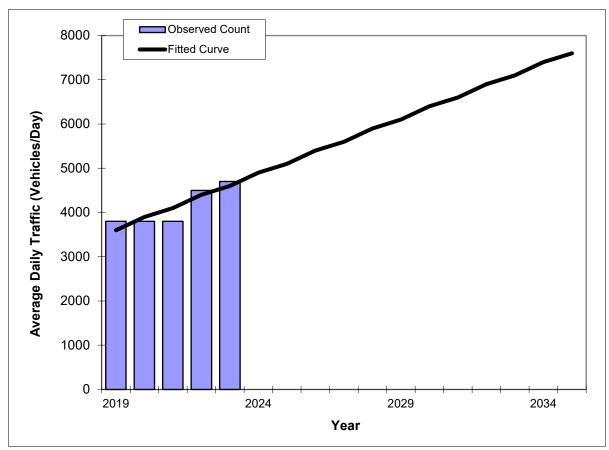
** Annual Trend Increase:	226
Trend R-squared:	80.0%
Trend Annual Historic Growth Rate:	4.83%
Trend Growth Rate (2023 to Design Year):	3.41%
Printed:	9-Apr-25
Straight Line Growth Option	'

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	4500	4600
2015	5000	4800
2016	5300	5000
2017	5400	5300
2018	5300	5500
2019	5700	5700
2020	5600	5900
2021	5500	6200
2022	6700	6400
2023	7100	6600
	5 Opening Yea	
2025	N/A	7100
	030 Mid-Year T	
2030	N/A	8200
203	, and the same of	
2035	N/A	9300 to/Trondo
IRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 11 -- Pine Meadows Dr to CR 304

County:	Flagler	
Station #:	104	
Highway:	SR 11	



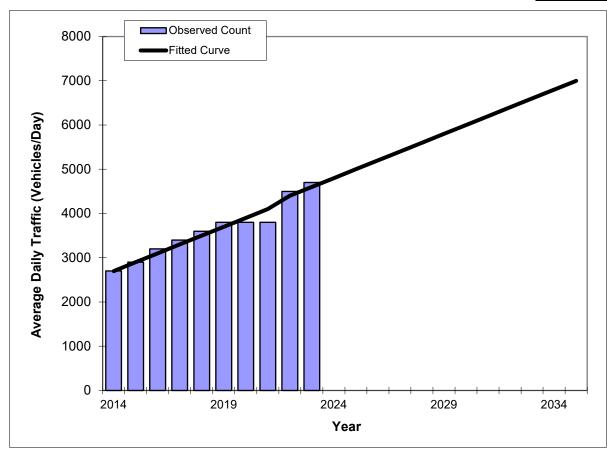
** Annual Trend Increase:	250	
Trend R-squared:	79.3%	
Trend Annual Historic Growth Rate:	6.94%	
Trend Growth Rate (2023 to Design Year):	5.43%	
Printed:	9-Apr-25	
Straight Line Growth Option		
	•	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	3800	3600
2020	3800	3900
2021	3800	4100
2022	4500	4400
2023	4700	4600
2025	5 Opening Yea N/A	r Frend 5100
	N/A 030 Mid-Year T	
2030	N/A	6400
203		
2035	N/A	7600
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 11 -- Pine Meadows Dr to CR 304

County:	Flagler	
Station #:	104	
Highway:	SR 11	



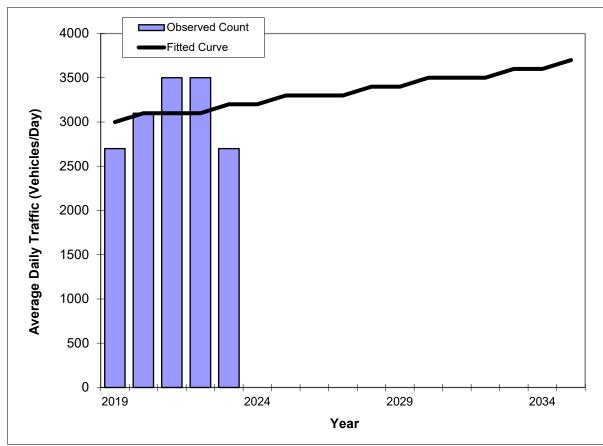
** Annual Trend Increase:	204
Trend R-squared:	94.4%
Trend Annual Historic Growth Rate:	7.82%
Trend Growth Rate (2023 to Design Year):	4.35%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	2700	2700
2015	2900	2900
2016	3200	3100
2017	3400	3300
2018	3600	3500
2019 2020	3800 3800	3700 3900
2020	3800	4100
2021	4500	4400
2023	4700	4600
2020		1000
202	5 Opening Yea	r Trend
2025	N/A	5000
	030 Mid-Year T	
2030	N/A	6000
203		
2035	N/A	7000
TRAN	PLAN Forecas	us/Trends

*Axle-Adjusted

SR 11 -- CR 204 to Volusia/Flagler Co. Line

County:	Flagler	
Station #:	9	
Highway:	SR 11	



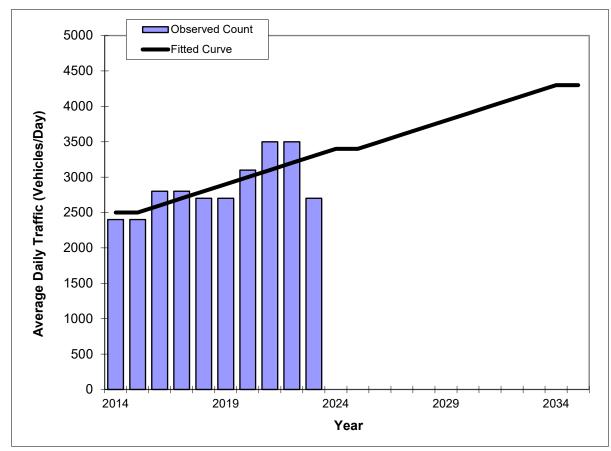
** Annual Trend Increase:	40	
Trend R-squared:	2.5%	
Trend Annual Historic Growth Rate:	1.67%	
Trend Growth Rate (2023 to Design Year):	1.30%	
Printed:	9-Apr-25	
Straight Line Growth Option		
_		

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	2700	3000
2020	3100	3100
2021	3500	3100
2022	3500	3100
2023	2700	3200
	5 Opening Yea	
2025	N/A 030 Mid-Year T	3300
2030	N/A	3500
2030		
2035	N/A	3700
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 11 -- CR 204 to Volusia/Flagler Co. Line

County:	Flagler	
Station #:	9	
Highway:	SR 11	



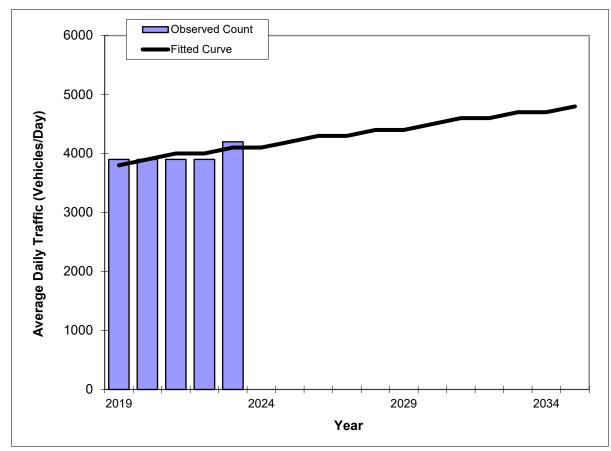
** Annual Trend Increase:	90	
Trend R-squared:	48.0%	
Trend Annual Historic Growth Rate:	3.56%	
Trend Growth Rate (2023 to Design Year):	2.53%	
Printed:	9-Apr-25	
Straight Line Growth Option		

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	2400	2500
2015	2400	2500
2016	2800	2600
2017	2800	2700
2018 2019	2700 2700	2800 2900
2019	3100	3000
2020	3500	3100
2022	3500	3200
2023	2700	3300
	5 Opening Yea	
2025	N/A 030 Mid-Year T	3400
2030	N/A	3900
203		
2035	N/A	4300
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 11 -- Flagler/Volusia Co Line to CR 15A

County:	Volusia	
Station #:	527	
Highway:	SR 11	



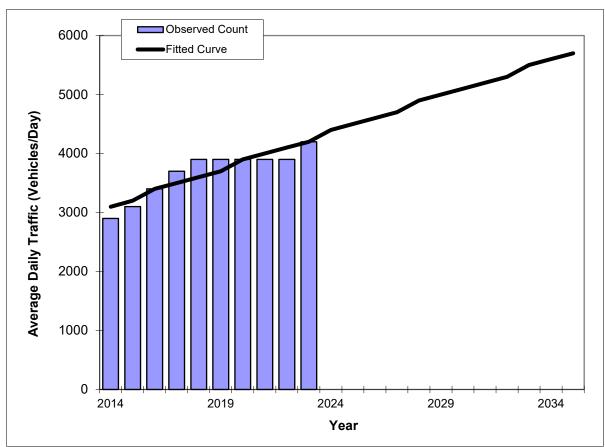
** Annual Trend Increase:	60
Trend R-squared:	50.0%
Trend Annual Historic Growth Rate:	1.97%
Trend Growth Rate (2023 to Design Year):	1.42%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	3900	3800
2020	3900	3900
2021	3900	4000
2022	3900	4000
2023	4200	4100
	5 Opening Yea N/A	r Frend 4200
2025	030 Mid-Year T	
2030	N/A	4500
203		
2035	N/A	4800
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 11 -- Flagler/Volusia Co Line to CR 15A

County:	Volusia	
Station #:	527	
Highway:	SR 11	



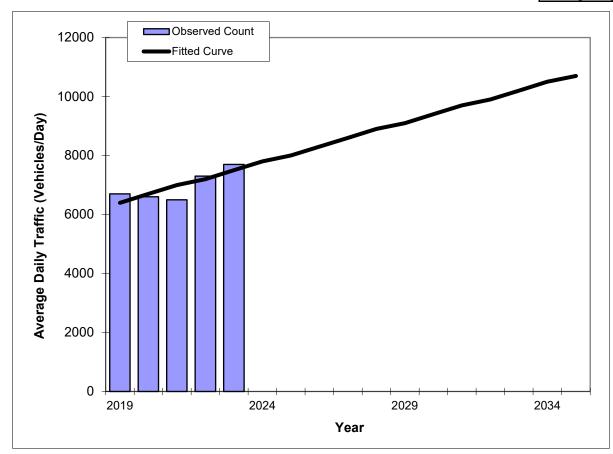
** Annual Trend Increase:	124
Trend R-squared:	82.1%
Trend Annual Historic Growth Rate:	3.94%
Trend Growth Rate (2023 to Design Year):	2.98%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	2900	3100
2015	3100	3200
2016	3400	3400
2017	3700	3500
2018	3900	3600
2019	3900	3700
2020	3900	3900
2021	3900	4000
2022 2023	3900 4200	4100 4200
2023	4200	4200
	5 Opening Yea	
2025	N/A 030 Mid-Year T	4500 Trend
2030	N/A	100 5100
	B5 Design Year	
2035	N/A	5700
	PLAN Forecas	

*Axle-Adjusted

SR 11 -- CR 15A to Glenwood

County:	Volusia
Station #:	4
Highway:	SR 11



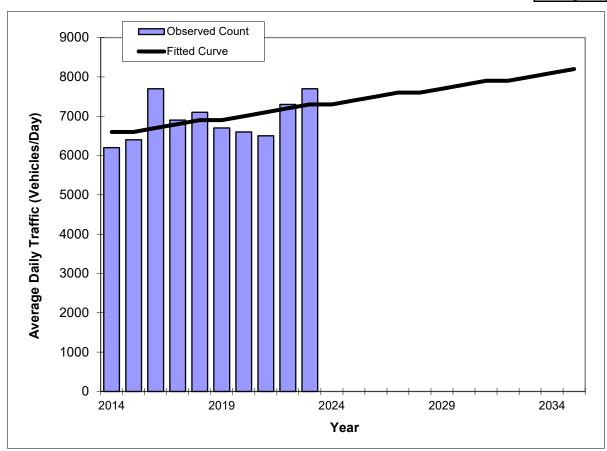
** Annual Trend Increase:	270
Trend R-squared:	68.0%
Trend Annual Historic Growth Rate:	4.30%
Trend Growth Rate (2023 to Design Year):	3.56%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	
Year	Count*	Trend**
2019	6700	6400
2020	6600	6700
2021	6500	7000
2022	7300	7200
2023	7700	7500
000	5 O	
	5 Opening Yea	
2025	N/A	8000
	030 Mid-Year T	
2030	N/A	9400
	35 Design Year	
2035	N/A	10700
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

SR 11 -- CR 15A to Glenwood

County: Volusia
Station #: 4
Highway: SR 11



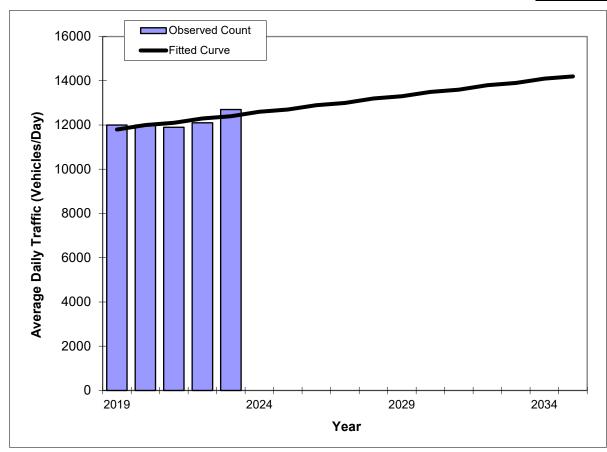
** Annual Trend Increase:	76
Trend R-squared:	18.9%
Trend Annual Historic Growth Rate:	1.18%
Trend Growth Rate (2023 to Design Year):	1.03%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2014	6200	6600
2015	6400	6600
2016	7700	6700
2017	6900	6800
2018	7100	6900
2019 2020	6700	6900 7000
2020	6600 6500	7000
2021	7300	7100
2022	7700	7300
2020	7700	7300
202	5 Opening Yea	r Trend
2025	N/A	7400
		rend
2030	N/A	7800
	35 Design Year	
2035	N/A	8200
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

US 1 -- Matanzas Woods to Palm Coast Pkwy

County:	Flagler
Station #:	102
Highway:	US 1



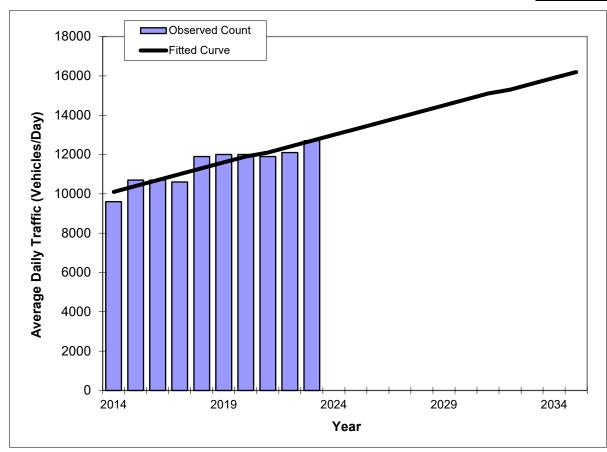
** Annual Trend Increase:	150
Trend R-squared:	54.6%
Trend Annual Historic Growth Rate:	1.27%
Trend Growth Rate (2023 to Design Year):	1.21%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2019	12000	11800
2020	12000	12000
2021	11900	12100
2022	12100	12300
2023	12700	12400
	5 Opening Yea	
2025	N/A	12700
		rend
2030	N/A 35 Design Year	13500
2035	N/A	14200
	PLAN Forecas	
		to/Tronds

*Axle-Adjusted

US 1 -- Matanzas Woods to Palm Coast Pkwy

County:	Flagler
Station #:	102
Highway:	US 1



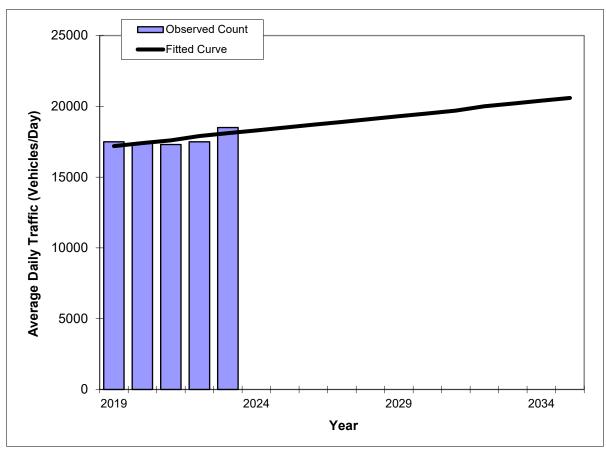
** Annual Trend Increase:	291
Trend R-squared:	84.6%
Trend Annual Historic Growth Rate:	2.86%
Trend Growth Rate (2023 to Design Year):	2.30%
Printed:	9-Apr-25
Straight Line Growth Option	

Traffic (AD	T/AADT)
Count*	Trend**
9600	10100
10700	10400
10700	10700
10600	11000
	11300
	11600
	11900
	12100
	12400
12700	12700
	13300
	14800
	16200
LANTOICCAS	IS/HEHUS
	Count* 9600 10700 10700

*Axle-Adjusted

US 1 -- Palm Coast Pkwy to SR 100

County:	Flagler
Station #:	4
Highway:	US 1



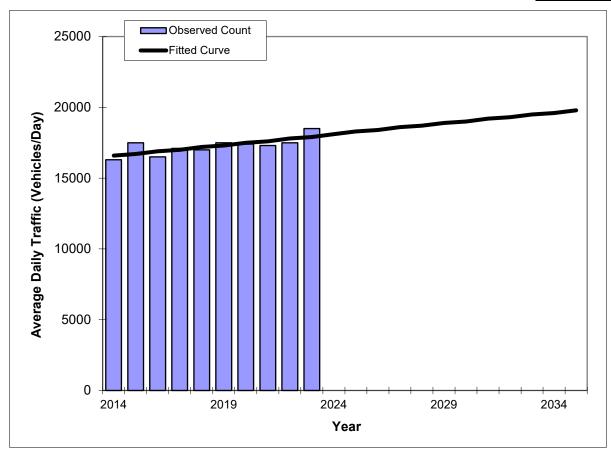
** Annual Trend Increase:	210
Trend R-squared:	46.3%
Trend Annual Historic Growth Rate:	1.31%
Trend Growth Rate (2023 to Design Year):	1.15%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2019	17500	17200
2020	17400	17400
2021	17300	17600
2022	17500	17900
2023	18500	18100
202	5 Opening Yea	r Trend
2025	N/A	18500
	•	rend
2030	N/A	19500
203	35 Design Year	Trend
2035	N/A	20600
TRAN	PLAN Forecas	ts/Trends
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*Axle-Adjusted

US 1 -- Palm Coast Pkwy to SR 100

County:	Flagler
Station #:	4
Highway:	US 1



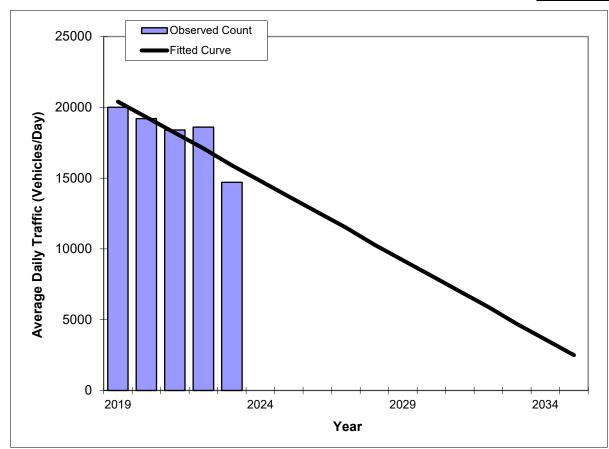
** Annual Trend Increase:	153
Trend R-squared:	57.9%
Trend Annual Historic Growth Rate:	0.87%
Trend Growth Rate (2023 to Design Year):	0.88%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2014	16300	16600
2015	17500	16700
2016	16500	16900
2017	17100	17000
2018	17000	17200
2019	17500 17400	17300
2020 2021	17400	17500 17600
2021	17500	17800
2022	18500	17900
2020	10000	17000
202	5 Opening Yea	r Trend
2025	N/A	18300
2	030 Mid-Year ⊺	rend
2030	N/A	19000
203		
2035	N/A	19800
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

US 1 -- SR 100 to SR 11

County:	Flagler
Station #:	13
Highway:	US 1



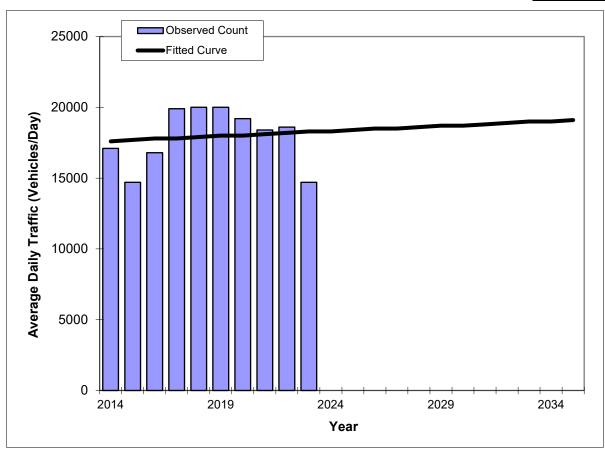
** Annual Trend Increase:	-1,120
Trend R-squared:	75.2%
Trend Annual Historic Growth Rate:	-5.51%
Trend Growth Rate (2023 to Design Year):	-7.02%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2019	20000	20400
2020	19200	19300
2021	18400	18200
2022	18600	17100
2023	14700	15900
202	5 Opening Yea	r Trend
2025	N/A	13700
	030 Mid-Year T	
2030	N/A	8100
	35 Design Year	
2035	N/A PLAN Forecas	2500 ts/Tronds
IRAN	PLAIN FOIECas	ts/Trenus
-		

*Axle-Adjusted

US 1 -- SR 100 to SR 11

County:	Flagler
Station #:	13
Highway:	US 1



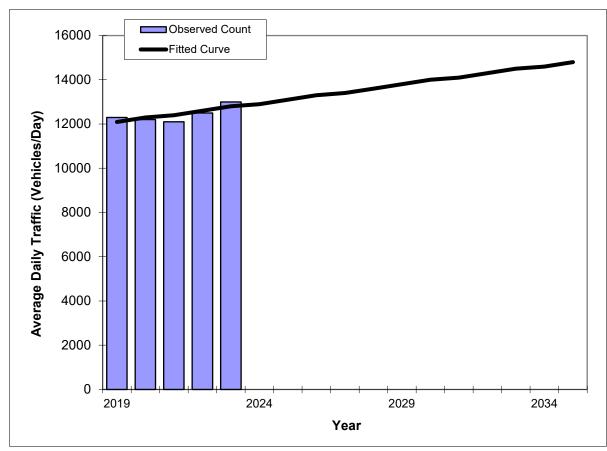
** Annual Trend Increase:	70
Trend R-squared:	1.1%
Trend Annual Historic Growth Rate:	0.44%
Trend Growth Rate (2023 to Design Year):	0.36%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2014	17100	17600
2015	14700	17700
2016	16800	17800
2017	19900	17800
2018	20000	17900
2019	20000	18000
2020	19200	18000
2021	18400	18100
2022	18600	18200
2023	14700	18300
202	5 Opening Yea	r Trend
2025	N/A	18400
	030 Mid-Year 1	rend
2030	N/A	18700
	35 Design Year	
2035	N/A	19100
TRAN	PLAN Forecas	ts/Trends
Ĭ		

*Axle-Adjusted

TRAFFIC TRENDS US 1 -- SR 11 to CR 304

County:	Flagler
Station #:	5003
Highway:	US 1



V	0	Tue a el**
Year	Count*	Trend**
2019	12300	12100
2020	12200	12300
2021	12100	12400
2022	12500	12600
2023	13000	12800
2020	10000	12000
200	5 On a min m V a a	T
	5 Opening Yea	
2025	N/A	13100
	030 Mid-Year 1	
2030	N/A	14000
203	35 Design Year	Trend
2035	N/A	14800
TRAN	PLAN Forecas	ts/Trends
1		

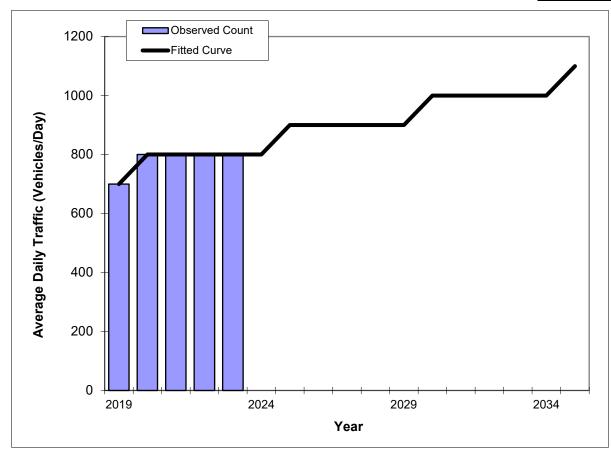
Traffic (ADT/AADT)

** Annual Trend Increase:	170
Trend R-squared:	56.9%
Trend Annual Historic Growth Rate:	1.45%
Trend Growth Rate (2023 to Design Year):	1.30%
Printed:	9-Apr-25
Straight Line Growth Ontion	

*Axle-Adjusted

CR 205 -- SR 100 to CR 13

County: Flagler
Station #: 8028
Highway: CR 205



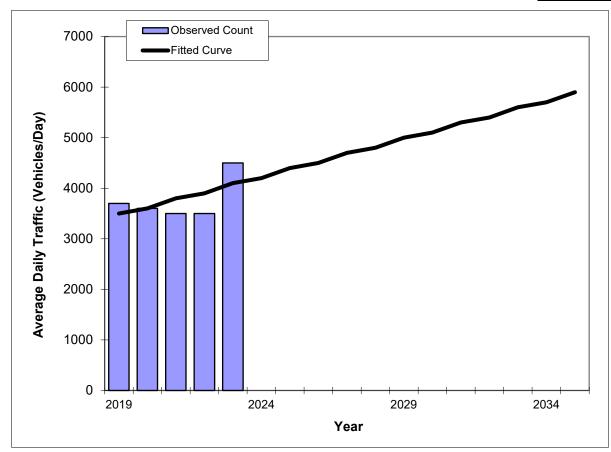
** Annual Trend Increase:	20
Trend R-squared:	50.0%
Trend Annual Historic Growth Rate:	3.57%
Trend Growth Rate (2023 to Design Year):	3.13%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	700	700
2020	800	800
2021	800	800
2022	800	800
2023	800	800
202	5 Opening Yea	r Trend
2025	N/A	900
	030 Mid-Year T	
2030	N/A	1000
203	35 Design Year	Trend
2035	N/A	1100
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

CR 302 -- SR 100 to CR 305

County:	Flagler
Station #:	8019
Highway:	CR 302



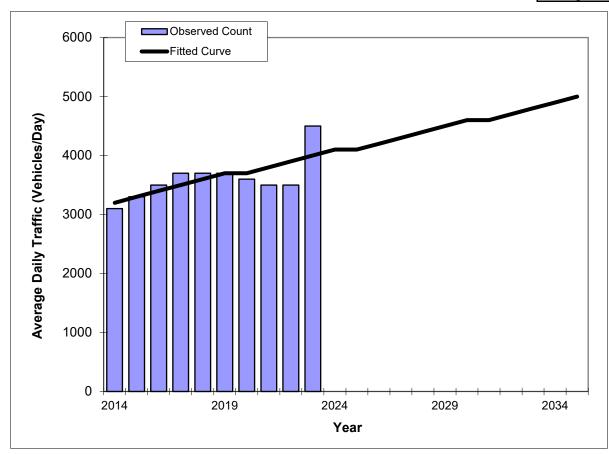
** Annual Trend Increase:	150
Trend R-squared:	31.6%
Trend Annual Historic Growth Rate:	4.29%
Trend Growth Rate (2023 to Design Year):	3.66%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)		
Year	Count*	Trend**	
2019 2020 2021 2022 2023	3700 3600 3500 3500 4500	3500 3600 3800 3900 4100	
202	5 Opening Yea	r Trend	
2025	N/A	4400	
2		rend	
2030	N/A	5100	
	2035 Design Year Trend		
2035	N/A	5900	
TRAN	PLAN Forecas	ts/Trends	

*Axle-Adjusted

CR 302 -- SR 100 to CR 305

County:	Flagler	
Station #:	8019	
Highway:	CR 302	



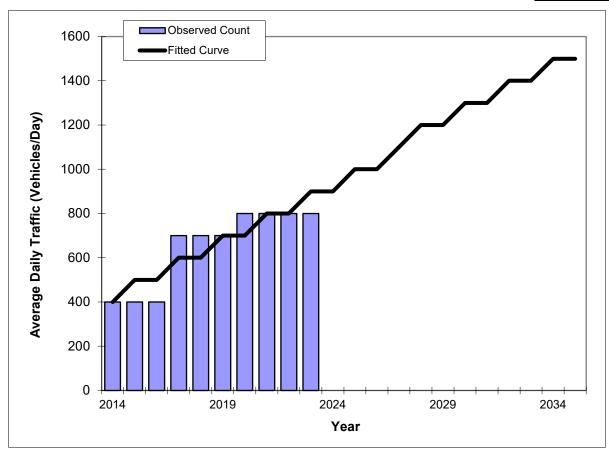
** Annual Trend Increase	
7	: 83
Trend R-squared	: 47.0%
Trend Annual Historic Growth Rate	: 2.78%
Trend Growth Rate (2023 to Design Year)	: 2.08%
Printed	: 9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	3100	3200
2015	3300	3300
2016	3500	3400
2017	3700	3500
2018 2019	3700 3700	3600 3700
2019	3600 3600	3700 3700
2020	3500	3800
2022	3500	3900
2023	4500	4000
	5 Opening Yea	
2025	N/A 030 Mid-Year T	4100
2030	N/A	4600
203		
2035	N/A	5000
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

CR 205 -- SR 100 to CR 13

County: Flagler
Station #: 8028
Highway: CR 205



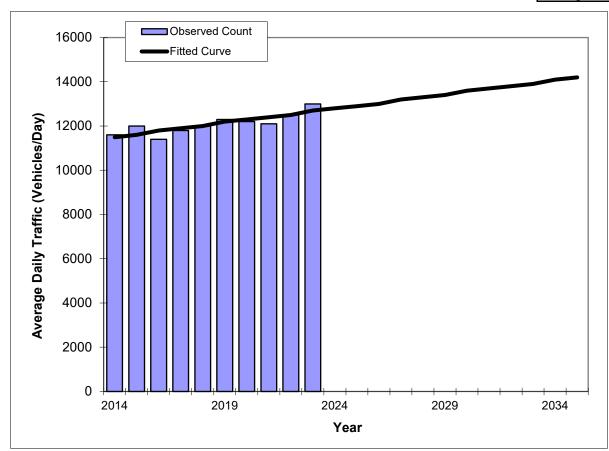
** Annual Trend Increase:	53
Trend R-squared:	80.5%
Trend Annual Historic Growth Rate:	13.89%
Trend Growth Rate (2023 to Design Year):	5.56%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	400	400
2015	400	500
2016	400	500
2017	700	600
2018	700	600
2019	700	700
2020	800	700
2021	800	800
2022	800	800
2023	800	900
202	5 Opening Yea	r Trend
2025	N/A	1000
2	030 Mid-Year T	rend
2030	N/A	1300
	35 Design Year	Trend
2035	N/A	1500
TRAN	PLAN Forecas	ts/Trends
1		

*Axle-Adjusted

TRAFFIC TRENDS US 1 -- SR 11 to CR 304

County:	Flagler	
Station #:	5003	
Highway:	US 1	



Year	Count*	Trend**
2014	11600	11500
2015	12000	11600
2016	11400	11800
2017	11800	11900
2018	12000	12000
2019	12300	12200
2020 2021	12200 12100	12300 12400
2021	12100	12400
2022	13000	12700
2023	13000	12700
202	5 Opening Yea	r Trend
2025	N/A	12900
	030 Mid-Year T	
2030	N/A	13600
203	35 Design Year	Trend
2035	N/A	14200
TRAN	PLAN Forecas	ts/Trends

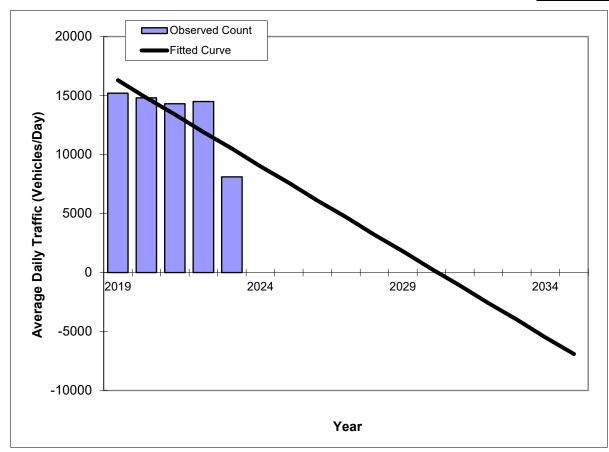
Traffic (ADT/AADT)

** Annual Trend Increase:	128
Trend R-squared:	72.2%
Trend Annual Historic Growth Rate:	1.16%
Trend Growth Rate (2023 to Design Year):	0.98%
Printed:	9-Apr-25
Straight Line Growth Option	

*Axle-Adjusted

US 1 -- CR 304 to Old Dixie Hwy

County:	Flagler	
Station #:	235	
Highway:	US 1	



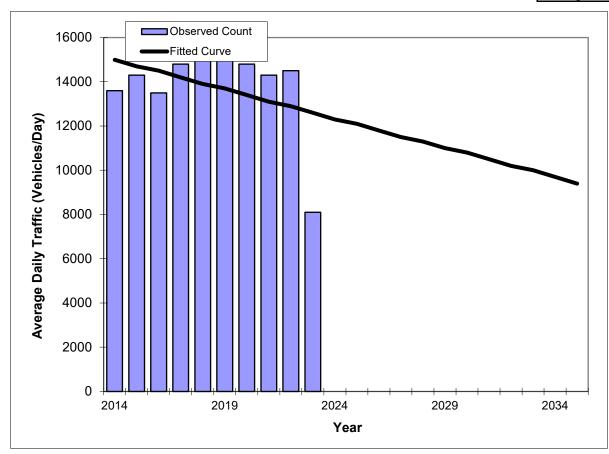
** Annual Trend Increase:	-1,450
Trend R-squared:	59.5%
Trend Annual Historic Growth Rate:	-8.90%
Trend Growth Rate (2023 to Design Year):	-13.81%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	15200	16300
2020	14800	14800
2021	14300	13400
2022	14500	11900
2023	8100	10500
	5 Opening Yea	
2025	N/A	7600
	030 Mid-Year T	
2030	N/A	300 Trond
2035	85 Design Year N/A	-6900
	PLAN Forecas	
IRAN	PLAIN FOIECas	ts/Trends

*Axle-Adjusted

US 1 -- CR 304 to Old Dixie Hwy

County:	Flagler	
Station #:	235	
Highway:	US 1	



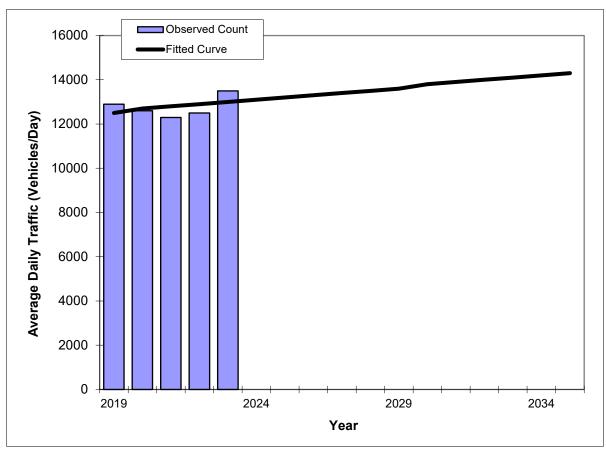
** Annual Trend Increase:	-266
Trend R-squared:	15.0%
Trend Annual Historic Growth Rate:	-1.78%
Trend Growth Rate (2023 to Design Year):	-2.12%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	13600	15000
2015	14300	14700
2016	13500	14500
2017	14800	14200
2018	15000	13900
2019 2020	15200 14800	13700 13400
2020	14300	13400
2021	14500	12900
2022	8100	12600
2020	0.00	12000
202	5 Opening Yea	r Trend
2025	N/A	12100
	030 Mid-Year ⊺	rend
2030	N/A	10800
	35 Design Year	
2035	N/A	9400
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

US 1 -- Old Dixie Hwy to Volusia Flagler County Line

County:	Flagler	
Station #:	263	
Highway:	US 1	



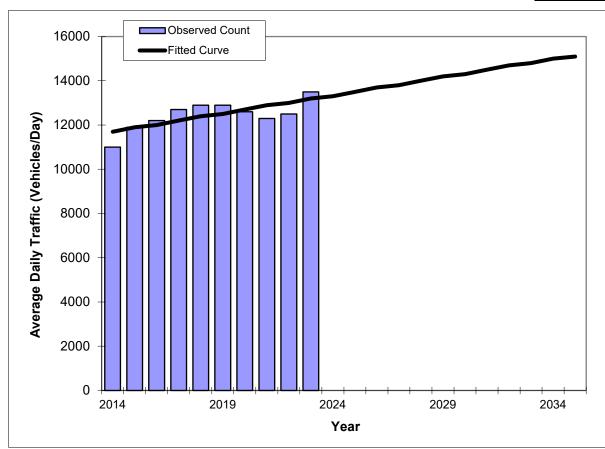
** Annual Trend Increase:	110
Trend R-squared:	13.9%
Trend Annual Historic Growth Rate:	1.00%
Trend Growth Rate (2023 to Design Year):	0.83%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	12900	12500
2020	12600	12700
2021	12300	12800
2022	12500	12900
2023	13500	13000
	5 Opening Yea	
2025	N/A	13200
2030	030 Mid-Year ⊺ N/A	13800
	B5 Design Year	
2035	N/A	14300
	PLAN Forecas	

*Axle-Adjusted

US 1 -- Old Dixie Hwy to Volusia Flagler County Line

County:	Flagler	
Station #:	263	
Highway:	US 1	



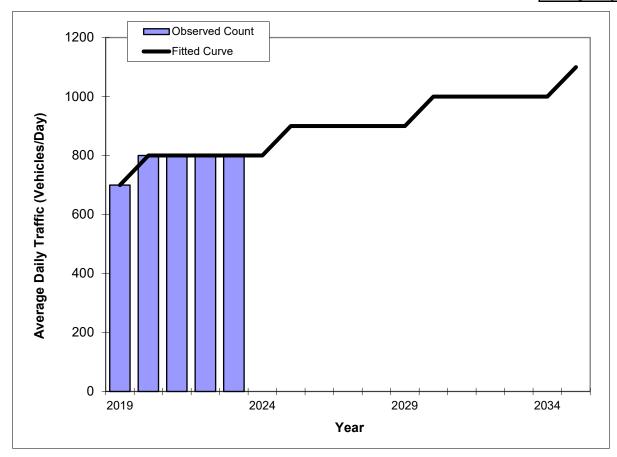
** Annual Trend Increase:	163
Trend R-squared:	53.7%
Trend Annual Historic Growth Rate:	1.42%
Trend Growth Rate (2023 to Design Year):	1.20%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2014	11000	11700
2015	11900	11900
2016	12200	12000
2017	12700	12200
2018	12900	12400
2019 2020	12900 12600	12500 12700
2020	12300	12700
2021	12500	13000
2022	13500	13200
	5 Opening Yea	
2025	N/A	13500
2030	030 Mid-Year ⊺ N/A	rend 14300
	B5 Design Year	
2035	N/A	15100
	PLAN Forecas	

*Axle-Adjusted

CR 305 -- SR 100 to CR 304

County: Flagler
Station #: 8026
Highway: CR 305



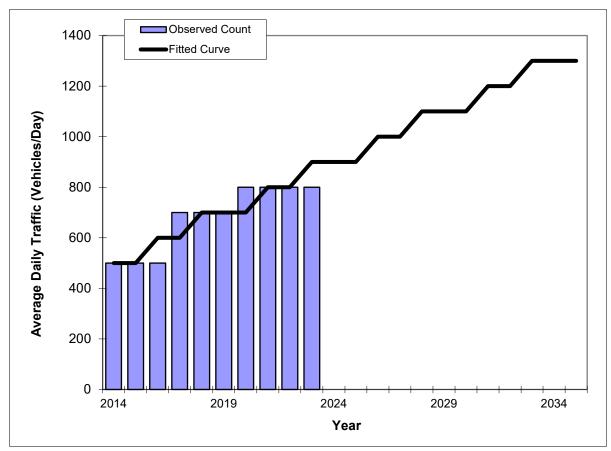
** Annual Trend Increase:	20
Trend R-squared:	50.0%
Trend Annual Historic Growth Rate:	3.57%
Trend Growth Rate (2023 to Design Year):	3.13%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	700	700
2020	800	800
2021	800	800
2022	800	800
2023	800	800
202	5 Opening Yea	r Trend
2025	N/A	900
	030 Mid-Year T	
2030	N/A	1000
	35 Design Year	Trend
2035	N/A	1100
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

CR 305 -- SR 100 to CR 304

County:FlaglerStation #:8026Highway:CR 305



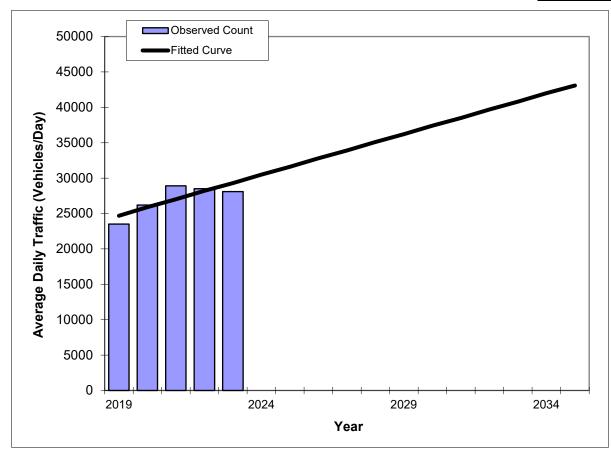
** Annual Trend Increase:	40
Trend R-squared:	84.6%
Trend Annual Historic Growth Rate:	8.89%
Trend Growth Rate (2023 to Design Year):	3.70%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	500	500
2015	500	500
2016	500	600
2017	700	600
2018	700	700
2019	700	700
2020	800	700
2021	800	800
2022	800	800
2023	800	900
	5 Opening Yea	
2025	N/A	900
2030	030 Mid-Year ⊺ N/A	1100
	N/A 35 Design Year	
2035	N/A	1300
	PLAN Forecas	
	LANT OFCCAS	to/Honds

*Axle-Adjusted

Belle Terre Pkwy -- Whiteview Pkwy to Rymfire Dr

County: Flagler
Station #: 1250
Highway: Belle Terre Pkwy



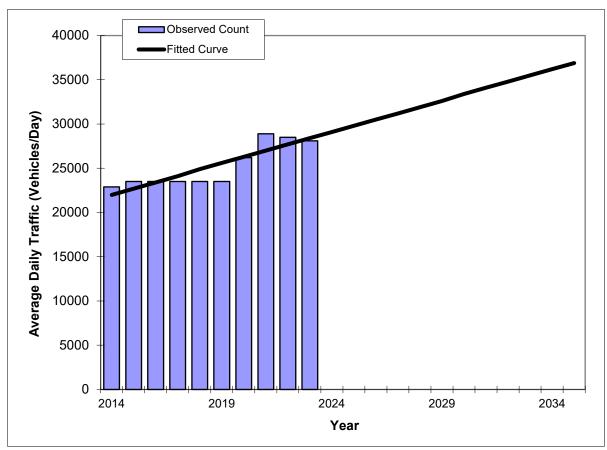
** Annual Trend Increase:	1,150
Trend R-squared:	66.3%
Trend Annual Historic Growth Rate:	4.66%
Trend Growth Rate (2023 to Design Year):	3.92%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	23500	24700
2020	26200	25900
2021	28900	27000
2022	28500	28200
2023	28100	29300
	5 Opening Yea	
2025	N/A	31600
	030 Mid-Year T	
2030	N/A 35 Design Year	37400 Trend
2035	N/A	43100
	PLAN Forecas	
	LANT OFCCAS	to/Honds

*Axle-Adjusted

Belle Terre Pkwy -- Whiteview Pkwy to Rymfire Dr

County: Flagler
Station #: 1250
Highway: Belle Terre Pkwy



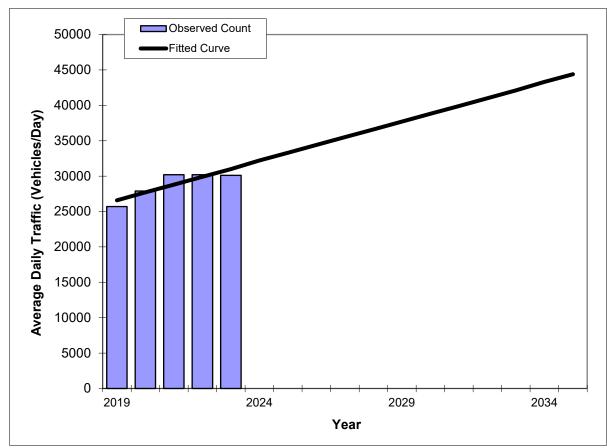
** Annual Trend Increase:	708
Trend R-squared:	77.1%
Trend Annual Historic Growth Rate:	3.23%
Trend Growth Rate (2023 to Design Year):	2.49%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	22900	22000
2015	23500	22700
2016	23500	23400
2017	23500	24100
2018	23500	24900
2019	23500	25600
2020 2021	26200 28900	26300 27000
2021	28500	27700
2022	28100	28400
2020	20100	20400
202	5 Opening Yea	r Trend
2025	N/A	29800
		rend
2030	N/A	33400
	35 Design Year	
2035	N/A	36900
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

Belle Terre Pkwy -- Rymfire Dr to Royal Palms Pkwy

County:FlaglerStation #:1252Highway:Belle Terre Pkwy



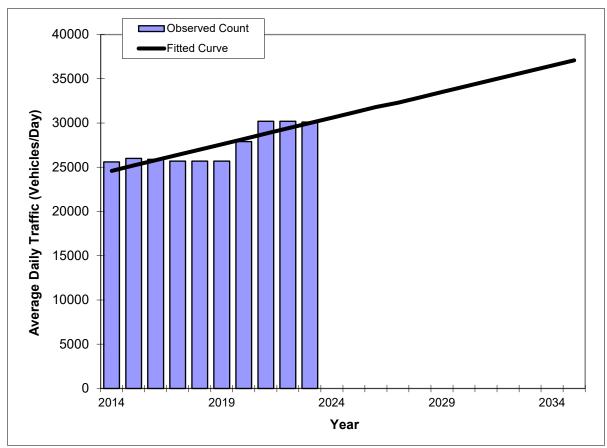
** Annual Trend Increase:	1,110
Trend R-squared:	76.9%
Trend Annual Historic Growth Rate:	4.14%
Trend Growth Rate (2023 to Design Year):	3.60%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2019	25700	26600
2020	27900	27700
2021	30200	28800
2022	30200	29900
2023	30100	31000
202	5 Opening Yea	r Trend
2025	N/A	33300
2	030 Mid-Year ⅂	rend
2030	N/A	38800
	35 Design Year	
2035	N/A	44400
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

Belle Terre Pkwy -- Rymfire Dr to Royal Palms Pkwy

County: Flagler
Station #: 1252
Highway: Belle Terre Pkwy



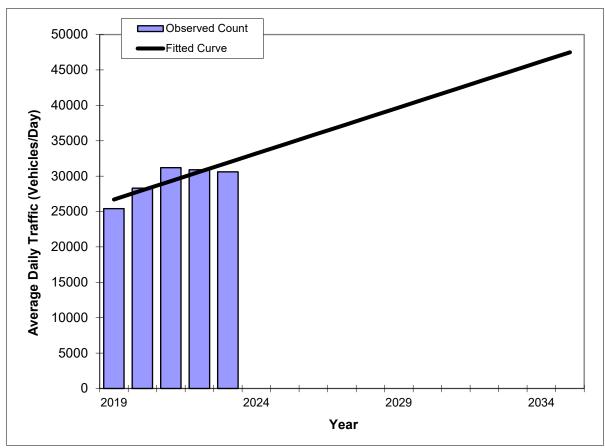
** Annual Trend Increase:	594
Trend R-squared:	74.2%
Trend Annual Historic Growth Rate:	2.44%
Trend Growth Rate (2023 to Design Year):	1.97%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2014	25600	24600
2015	26000	25200
2016	25900	25800
2017	25700	26400
2018	25700	27000
2019	25700	27600
2020 2021	27900 30200	28200 28800
2021	30200	29400
2022	30100	30000
2020	00100	00000
	5 Opening Yea	
2025	N/A	31200
	030 Mid-Year T	
2030	N/A 35 Design Year	34100 Trend
2035	N/A	37100
	PLAN Forecas	

*Axle-Adjusted

Belle Terre Pkwy -- Royal Palms to East Hampton

County: Flagler
Station #: 1254
Highway: Belle Terre Pkwy



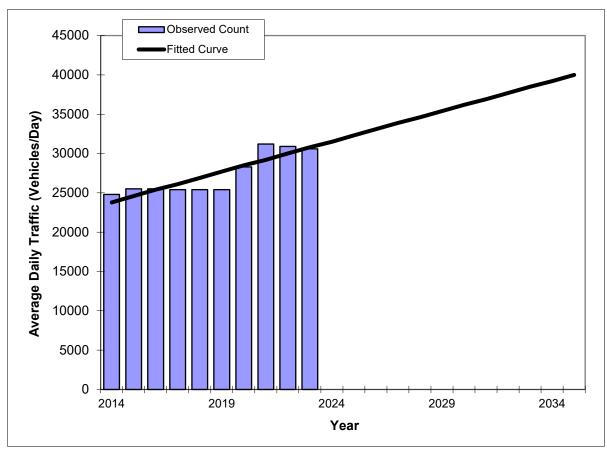
** Annual Trend Increase:	1,300
Trend R-squared:	70.2%
Trend Annual Historic Growth Rate:	4.87%
Trend Growth Rate (2023 to Design Year):	4.08%
Printed:	9-Apr-25
Straight Line Growth Option	
<u> </u>	•

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2019	25400	26700
2020	28300	28000
2021	31200	29300
2022	30900	30600
2023	30600	31900
	5 Opening Yea	
2025	N/A	34500
2030	030 Mid-Year ⊺ N/A	rena 41000
2030		
2035	N/A	47500
	PLAN Forecas	

*Axle-Adjusted

Belle Terre Pkwy -- Royal Palms to East Hampton

County: Flagler
Station #: 1254
Highway: Belle Terre Pkwy



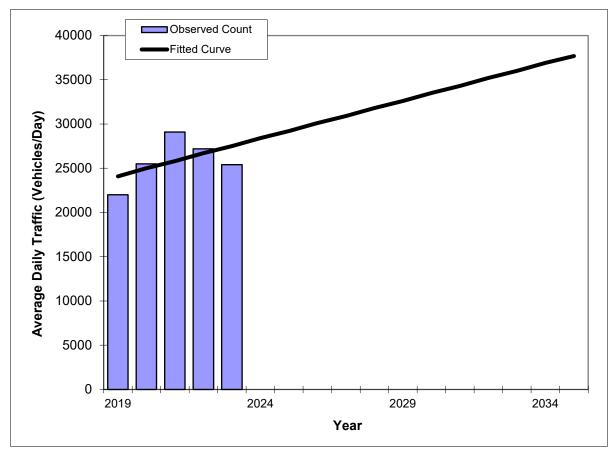
** Annual Trend Increase:	771
Trend R-squared:	77.1%
Trend Annual Historic Growth Rate:	3.27%
Trend Growth Rate (2023 to Design Year):	2.49%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2014	24800	23800
2015	25500	24600
2016	25500	25400
2017	25400	26100
2018	25400	26900
2019	25400	27700
2020	28300	28500
2021	31200	29200
2022	30900	30000
2023	30600	30800
	5 Opening Yea	r Trend
2025	N/A	32300
	030 Mid-Year T	
2030	N/A	36200
	35 Design Year	
2035	N/A	40000
IRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

Belle Terre Pkwy -- East Hampton to SR 100

County: Flagler
Station #: 1260
Highway: Belle Terre Pkwy



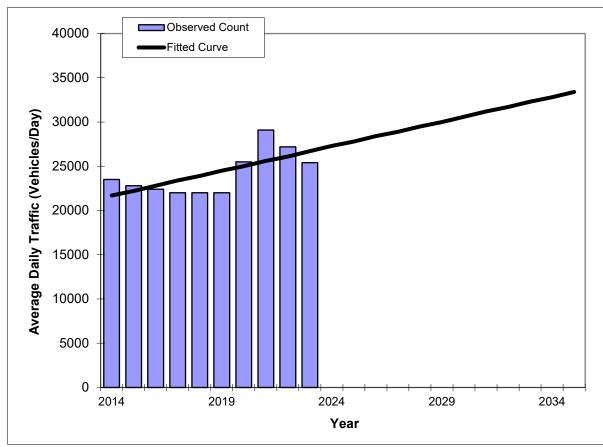
** Annual Trend Increase:	850
Trend R-squared:	26.2%
Trend Annual Historic Growth Rate:	3.53%
Trend Growth Rate (2023 to Design Year):	3.09%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2019	22000	24100
2020	25500	25000
2021	29100	25800
2022	27200	26700
2023	25400	27500
222		
	5 Opening Yea	
2025	N/A 030 Mid-Year T	29200 rend
2030	N/A	33500
	B5 Design Year	
2035	N/A	37700
	PLAN Forecas	
		9

*Axle-Adjusted

Belle Terre Pkwy -- East Hampton to SR 100

County:FlaglerStation #:1260Highway:Belle Terre Pkwy



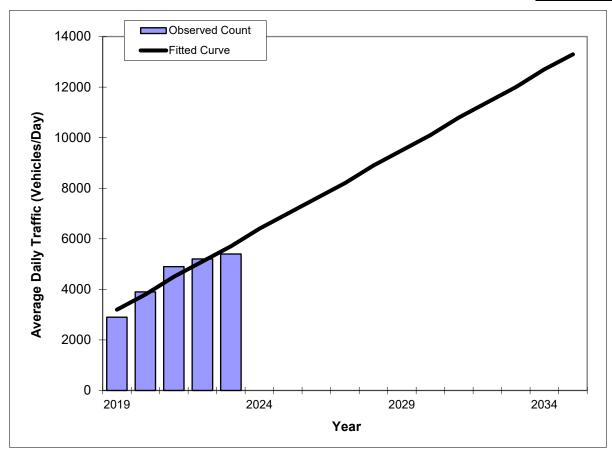
** Annual Trend Increase:	557
Trend R-squared:	45.4%
Trend Annual Historic Growth Rate:	2.56%
Trend Growth Rate (2023 to Design Year):	2.09%
Printed:	9-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2014	23500	21700
2015	22800	22200
2016	22400	22800
2017	22000	23400
2018 2019	22000 22000	23900 24500
2019	25500 25500	25000 25000
2020	29100	25600
2022	27200	26100
2023	25400	26700
202	5 Opening Yea	r Trend
2025	N/A	27800
	030 Mid-Year ⊺	
2030	N/A	30600
2035	B5 Design Year N/A	33400
	PLAN Forecas	00.00
	LANTOICCAS	IO/HIGHUS

*Axle-Adjusted

Bulldog Dr -- SR 100 to Central Ave

County:	Flagler
Station #:	4300
Highway:	Bulldog Dr



	Hame (718	177 (7 (2) 1)
Year	Count*	Trend**
2019	2900	3200
2020	3900	3800
2021	4900	4500
2022	5200	5100
2023	5400	5700
2023	3400	3700
202	5 Opening Yea	r Trond
2025	opening rea N/A	7000
	030 Mid-Year T	
2030	N/A	10100
	35 Design Year	
2035	N/A	13300
TRAN	PLAN Forecas	ts/Trends

Traffic (ADT/AADT)

** Annual Trend Increase: 630

Trend R-squared: 90.8%

Trend Annual Historic Growth Rate: 19.53%

Trend Growth Rate (2023 to Design Year): 11.11%

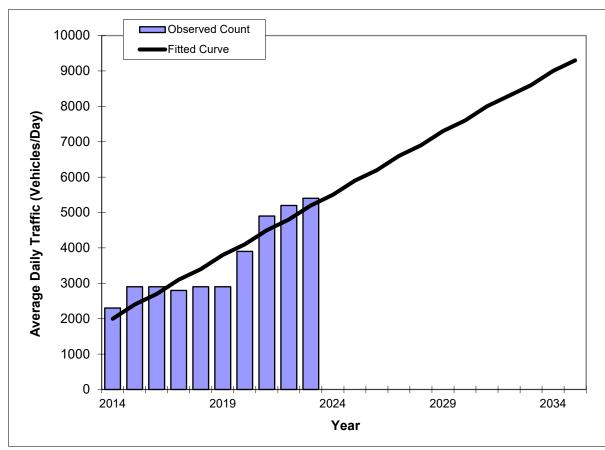
Printed: 10-Apr-25

Straight Line Growth Option

*Axle-Adjusted

Bulldog Dr -- SR 100 to Central Ave

County:FlaglerStation #:4300Highway:Bulldog Dr



Year	Count*	Trend**
2014	2300	2000
2015	2900	2400
2016	2900	2700
2017	2800	3100
2018	2900	3400
2019	2900	3800
2020	3900	4100
2021	4900	4500
2022	5200	4800
2023	5400	5200
202	5 Opening Yea	r Trend
2025	N/A	5900
2	030 Mid-Year ⊺	rend
2030	N/A	7600
203	35 Design Year	Trend
2035	N/A	9300
TRAN	PLAN Forecas	ts/Trends
I		

Traffic (ADT/AADT)

** Annual Trend Increase: 347

Trend R-squared: 83.8%

Trend Annual Historic Growth Rate: 17.78%

Trend Growth Rate (2023 to Design Year): 6.57%

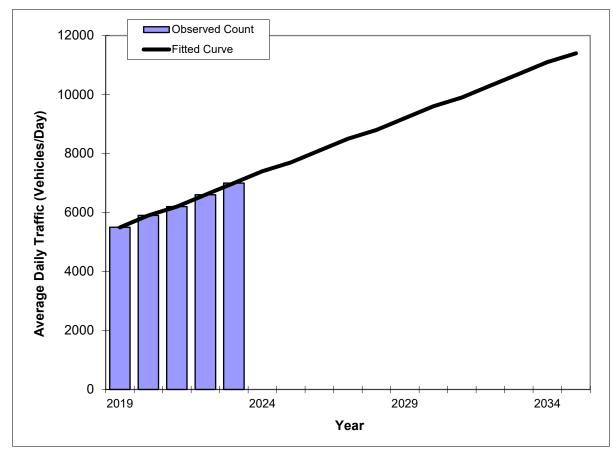
Printed: 10-Apr-25

Straight Line Growth Option

*Axle-Adjusted

Seminole Woods Blvd -- Sesama Blvd to US 1

County:FlaglerStation #:3320Highway:Seminole Woods Blvd



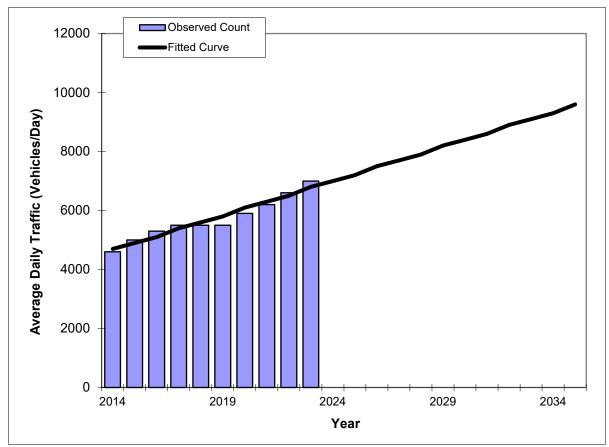
** Annual Trend Increase:	370
Trend R-squared:	99.8%
Trend Annual Historic Growth Rate:	6.82%
Trend Growth Rate (2023 to Design Year):	5.24%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019 2020 2021 2022 2023	5500 5900 6200 6600 7000	5500 5900 6200 6600 7000
202	5 Opening Yea	r Trend
2025	N/A	7700
		rend
2030	N/A	9600
	35 Design Year	
2035	N/A	11400
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

Seminole Woods Blvd -- Sesama Blvd to US 1

County:FlaglerStation #:3320Highway:Seminole Woods Blvd



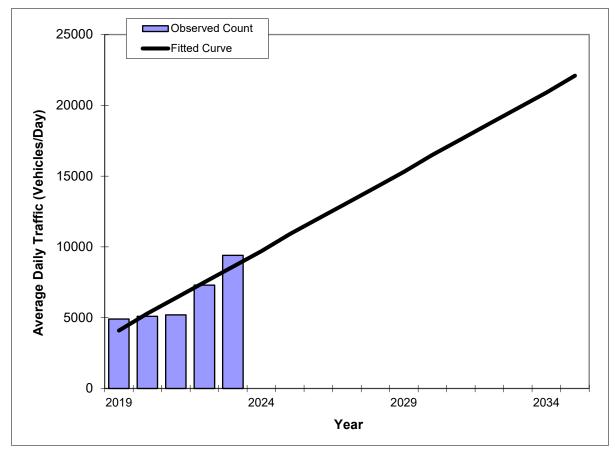
** Annual Trend Increase:	233	
Trend R-squared:	94.2%	
Trend Annual Historic Growth Rate:	4.96%	
Trend Growth Rate (2023 to Design Year):	3.43%	
Printed:	10-Apr-25	
Straight Line Growth Option		

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2014	4600	4700
2015	5000	4900
2016	5300	5100
2017	5500	5400
2018	5500	5600
2019	5500	5800
2020 2021	5900 6200	6100 6300
2021	6600	6500
2022	7000	6800
2020	7000	0000
202	5 Opening Yea	r Trend
2025	N/A	7200
	030 Mid-Year T	
2030	N/A	8400
2035	35 Design Year N/A	9600
	PLAN Forecas	
INAN	LAN Folecas	is/Hellus

*Axle-Adjusted

Old Kings Rd -- SR 100 to PC City Limit

County:FlaglerStation #:2750Highway:Old Kings Rd



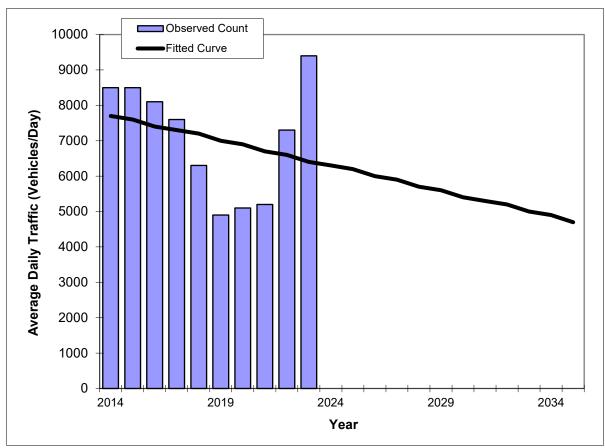
** Annual Trend Increase:	1,120
Trend R-squared:	82.6%
Trend Annual Historic Growth Rate:	27.44%
Trend Growth Rate (2023 to Design Year):	13.08%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	4900	4100
2020	5100	5300
2021	5200	6400
2022	7300	7500
2023	9400	8600
	5 Opening Yea	
2025	N/A	10900
	030 Mid-Year T	
2030	N/A	16500
2035	35 Design Year N/A	22100
	PLAN Forecas	
	LANT OFCCAS	lo/ Hollus

*Axle-Adjusted

TRAFFIC TRENDS Old Kings Rd -- SR 100 to PC City Limit

County: Flagler
Station #: 2750
Highway: Old Kings Rd



	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	8500	7700
2015	8500	7600
2016	8100	7400
2017	7600	7300
2018	6300	7200
2019	4900	7000
2020	5100	6900
2021	5200	6700
2022	7300	6600
2023	9400	6400
202	5 Opening Yea	r Trend
2025	N/A	6200
	030 Mid-Year ⊺	rend
2030	N/A	5400
	35 Design Year	
2035	N/A	4700
TRAN	PLAN Forecas	ts/Trends

** Annual Trend Increase: -144

Trend R-squared: 7.2%

Trend Annual Historic Growth Rate: -1.88%

Trend Growth Rate (2023 to Design Year): -2.21%

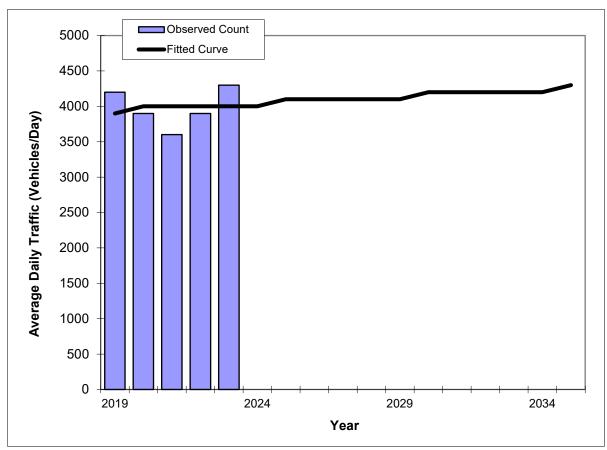
Printed: 10-Apr-25

Straight Line Growth Option

*Axle-Adjusted

Colbert Ln -- SR 100 to Roberts Rd

County:FlaglerStation #:3135Highway:Colbert Ln



Year	Count*	Trend**
2019	4200	3900
2020	3900	4000
2021	3600	4000
2022	3900	4000
2023	4300	4000
2020	4000	4000
000	- 0	
	5 Opening Yea	
2025	N/A	4100
2	030 Mid-Year 1	rend
2030	N/A	4200
203	35 Design Year	Trend
2035	N/A	4300
TRAN	PLAN Forecas	ts/Trends

Traffic (ADT/AADT)

** Annual Trend Increase: 20

Trend R-squared: 1.3%

Trend Annual Historic Growth Rate: 0.64%

Trend Growth Rate (2023 to Design Year): 0.63%

Printed: 10-Apr-25

Straight Line Growth Option

*Axle-Adjusted

Colbert Ln -- SR 100 to Roberts Rd

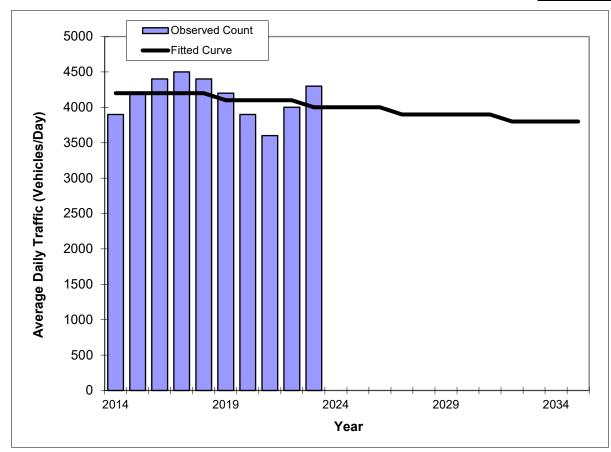
County:FlaglerStation #:3135Highway:Colbert Ln

Year

Traffic (ADT/AADT)

Trend**

Count*

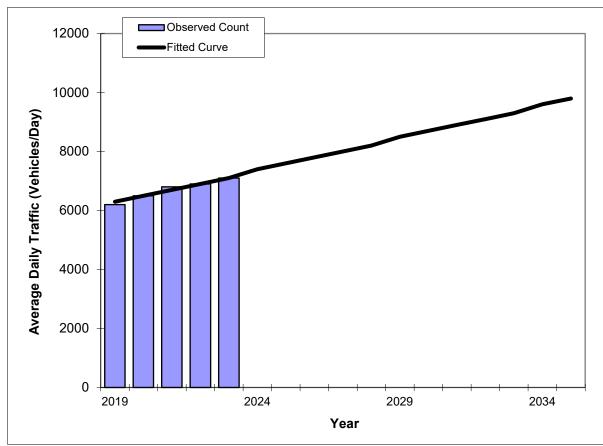


202	E Opening Vec	r Trand
	5 Opening Yea	
2025	N/A	4000
2	030 Mid-Year ⊺	「rend
2030	N/A	3900
203	35 Design Year	Trend
2035	N/A	3800
TRAN	PLAN Forecas	ts/Trends
*Axle-A	djusted	

** Annual Trend Increase:	-23
Trend R-squared:	6.0%
Trend Annual Historic Growth Rate:	-0.53%
Trend Growth Rate (2023 to Design Year):	-0.42%
Printed:	10-Apr-25
Straight Line Growth Option	

Royal Palms Pkwy -- US 1 to Rymfore Drive

County:FlaglerStation #:3200Highway:Royal Palms Pkwy



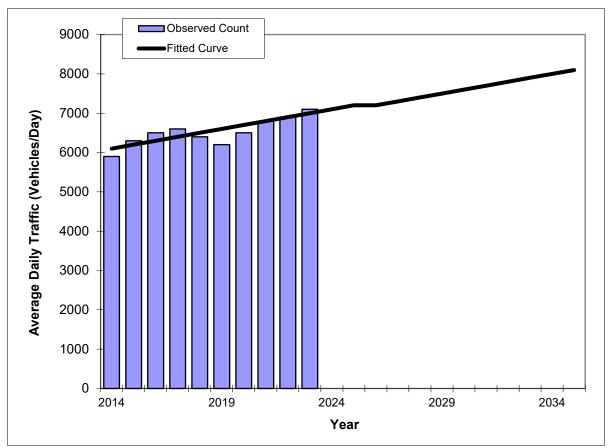
** Annual Trend Increase:	220
Trend R-squared:	96.8%
Trend Annual Historic Growth Rate:	3.17%
Trend Growth Rate (2023 to Design Year):	3.17%
Printed:	10-Apr-25
Straight Line Growth Option	
<u> </u>	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	6200	6300
2020	6500	6500
2021	6800	6700
2022	6900	6900
2023	7100	7100
202	F. On a nin a Vac	u Tuond
2025	5 Opening Yea N/A	7600
	030 Mid-Year T	
2030	N/A	8700
	B5 Design Year	
2035	N/A	9800
	PLAN Forecas	
ITVAIN		ts/ Hellus

*Axle-Adjusted

Royal Palms Pkwy -- US 1 to Rymfore Drive

County:FlaglerStation #:3200Highway:Royal Palms Pkwy



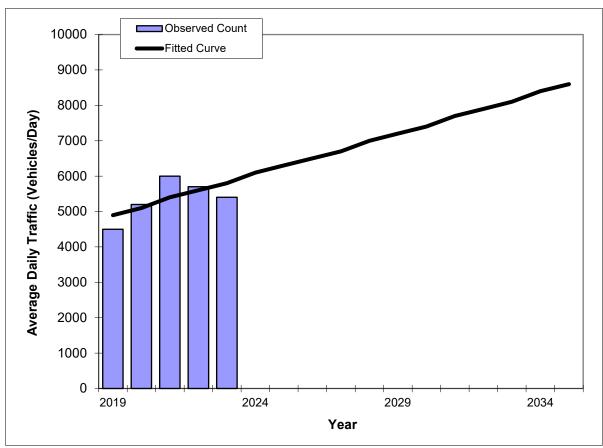
** Annual Trend Increase:	97
Trend R-squared:	69.5%
Trend Annual Historic Growth Rate:	1.64%
Trend Growth Rate (2023 to Design Year):	1.31%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	5900	6100
2015	6300	6200
2016	6500	6300
2017	6600	6400
2018	6400	6500
2019 2020	6200 6500	6600 6700
2020	6800	6800
2021	6900	6900
2022	7100	7000
2020	7 100	1000
202	5 Opening Yea	r Trend
2025	N/A	7200
20	030 Mid-Year ⊺	rend
2030	N/A	7600
203	, and the same of	
2035	N/A	8100
TRAN	PLAN Forecas	us/Trends

*Axle-Adjusted

Royal Palm sPkwy -- Rymfire to Belle Terre

County:FlaglerStation #:3210Highway:Royal Palm sPkwy



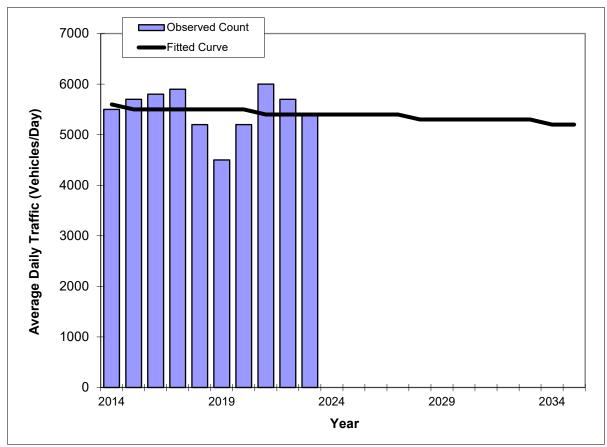
** Annual Trend Increase:	230
Trend R-squared:	40.9%
Trend Annual Historic Growth Rate:	4.59%
Trend Growth Rate (2023 to Design Year):	4.02%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	4500	4900
2020	5200	5100
2021	6000	5400
2022	5700	5600
2023	5400	5800
202	5 Opening Yea	r Trend
2025	N/A	6300
	030 Mid-Year T	
2030	N/A	7400
2035	85 Design Year N/A	8600
	PLAN Forecas	
IRAN	PLAIN FOIECas	ts/Trenus

*Axle-Adjusted

Royal Palm sPkwy -- Rymfire to Belle Terre

County:FlaglerStation #:3210Highway:Royal Palm sPkwy



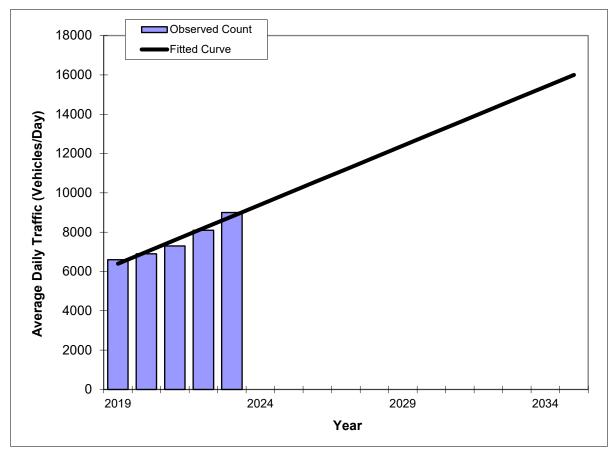
** Annual Trend Increase:	-16
Trend R-squared:	1.2%
Trend Annual Historic Growth Rate:	-0.40%
Trend Growth Rate (2023 to Design Year):	-0.31%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	5500	5600
2015	5700	5500
2016	5800	5500
2017	5900	5500
2018	5200	5500
2019	4500	5500
2020	5200	5500
2021	6000	5400
2022 2023	5700 5400	5400 5400
2023	5400	5400
	5 Opening Yea	
2025	N/A	5400
2030	030 Mid-Year T N/A	rend 5300
	B5 Design Year	
2035	N/A	5200
	PLAN Forecas	
11011		101100

*Axle-Adjusted

Whiteview Pkwy -- US 1 to White Mill Drive

County: Flagler
Station #: 3920
Highway: Whiteview Pkwy



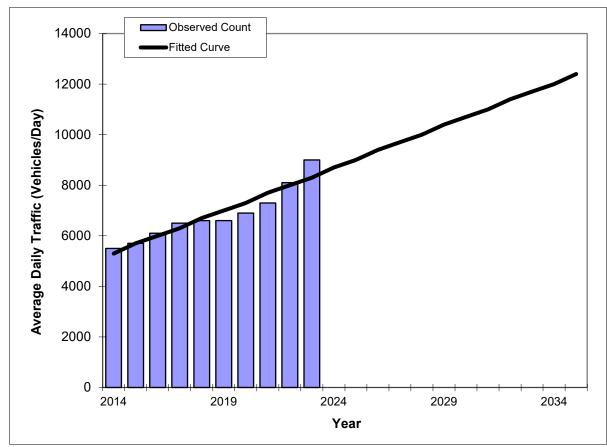
** Annual Trend Increase:	600
Trend R-squared:	95.0%
Trend Annual Historic Growth Rate:	9.38%
Trend Growth Rate (2023 to Design Year):	6.82%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	6600	6400
2020	6900	7000
2021	7300	7600
2022	8100	8200
2023	9000	8800
202	5 Opening Yea	r Trend
2025	N/A	10000
	030 Mid-Year T	
2030	N/A	13000
	35 Design Year	
2035	N/A	16000
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

Whiteview Pkwy -- US 1 to White Mill Drive

County: Flagler
Station #: 3920
Highway: Whiteview Pkwy



** Annual Trend Increase:	336
Trend R-squared:	90.3%
Trend Annual Historic Growth Rate:	6.29%
Trend Growth Rate (2023 to Design Year):	4.12%
Printed:	10-Apr-25
Straight Line Growth Option	

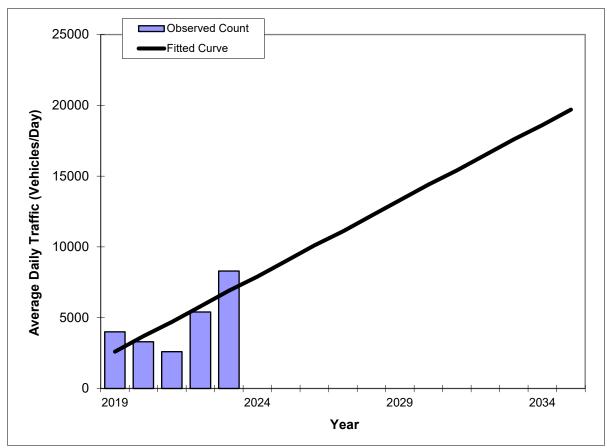
	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	5500	5300
2015	5700	5700
2016	6100	6000
2017	6500	6300
2018	6600	6700
2019 2020	6600 6900	7000
2020	7300	7300 7700
2021	8100	8000
2023	9000	8300
2020	3333	0000
	5 Opening Yea	
2025	N/A	9000
	030 Mid-Year T	
2030	N/A	10700
2035	B5 Design Year N/A	12400
	PLAN Forecas	
11011		to, Hondo

*Axle-Adjusted

Whiteview Pkwy -- Belle Terre to Pritchard

County: Flagler Station #: 3900 Whiteview Pkwy Highway:

Year



. • •	Count	
2019	4000	2600
2020	3300	3700
2021	2600	4700
2022	5400	5800
2022		
2023	8300	6900
202	5 Opening Yea	r Trend
2025	N/A	9000
2	030 Mid-Year T	rend
2030	N/A	14400
203	35 Design Year	Trend
2035	N/A	19700
TRAN	PLAN Forecas	ts/Trends

Traffic (ADT/AADT)

Trend**

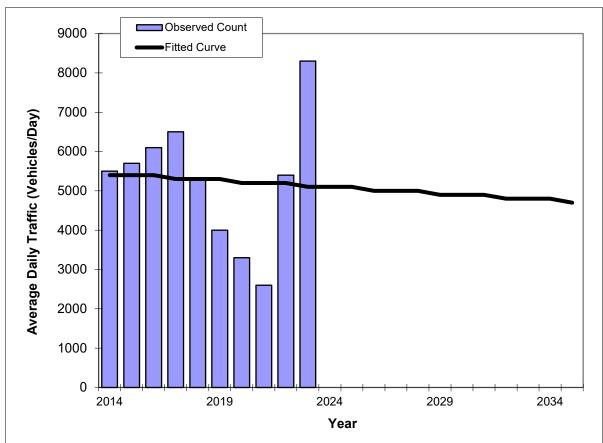
Count*

** Annual Trend Increase: 1,070 Trend R-squared: 56.4% **Trend Annual Historic Growth Rate:** 41.35% Trend Growth Rate (2023 to Design Year): 15.46% Printed: 10-Apr-25 **Straight Line Growth Option**

*Axle-Adjusted

Whiteview Pkwy -- Belle Terre to Pritchard

County:FlaglerStation #:3900Highway:Whiteview Pkwy



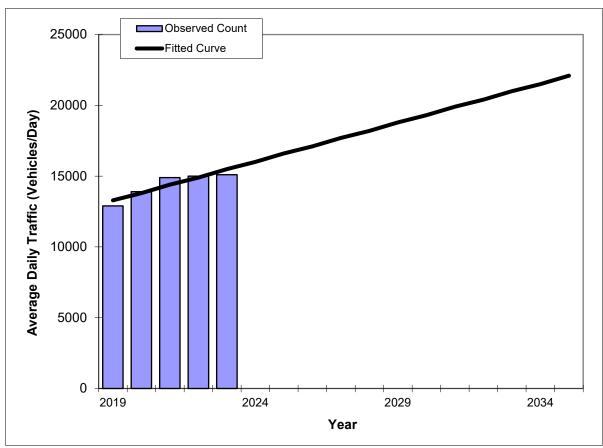
** Annual Trend Increase:	-32
Trend R-squared:	0.4%
Trend Annual Historic Growth Rate:	-0.62%
Trend Growth Rate (2023 to Design Year):	-0.65%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2014	5500	5400
2015	5700	5400
2016	6100	5400
2017 2018	6500 5300	5300 5300
2018	4000	5300
2019	3300	5200
2021	2600	5200
2022	5400	5200
2023	8300	5100
202	5 Opening Yea	r Trend
2025	N/A	5100
	030 Mid-Year T	
2030	N/A R5 Design Vegr	4900 Trend
2035	35 Design Year N/A	4700
	PLAN Forecas	

*Axle-Adjusted

Palm Coast Pkwy -- US 1 to Pine Lakes Pkwy

County:FlaglerStation #:2800Highway:Palm Coast Pkwy



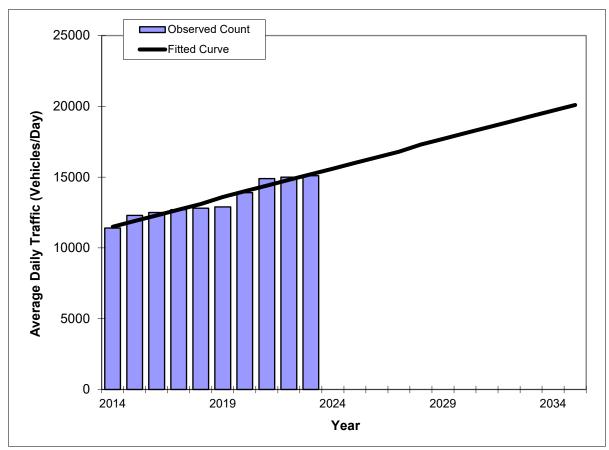
** Annual Trend Increase:	550
Trend R-squared:	84.2%
Trend Annual Historic Growth Rate:	4.14%
Trend Growth Rate (2023 to Design Year):	3.55%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	12900	13300
2020	13900	13800
2021	14900	14400
2022	15000	14900
2023	15100	15500
202	5 Opening Yea	r Trend
2025	N/A	16600
	030 Mid-Year T	
2030	N/A	19300
203	35 Design Year	Trend
2035	N/A	22100
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

Palm Coast Pkwy -- US 1 to Pine Lakes Pkwy

County: Flagler
Station #: 2815
Highway: Palm Coast Pkwy



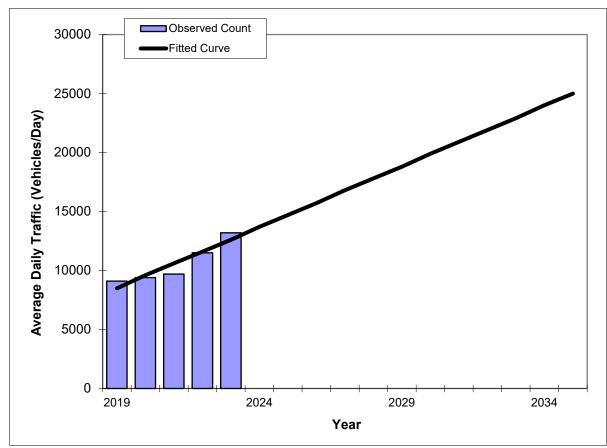
** Annual Trend Increase:	412
Trend R-squared:	92.9%
Trend Annual Historic Growth Rate:	3.57%
Trend Growth Rate (2023 to Design Year):	2.69%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	11400	11500
2015	12300	11900
2016	12500	12300
2017	12700	12700
2018	12800	13100
2019	12900	13600
2020	13900	14000
2021	14900	14400
2022	15000	14800
2023	15100	15200
202	5 Opening Yea	r Trend
2025	N/A	16000
2	030 Mid-Year 1	rend
2030	N/A	18100
	35 Design Year	
2035	N/A	20100
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

Whiteview Pkwy -- Pine Lakes Pkwy to Belle Terre Pkwy

County: Flagler
Station #: 2815
Highway: Whiteview Pkwy



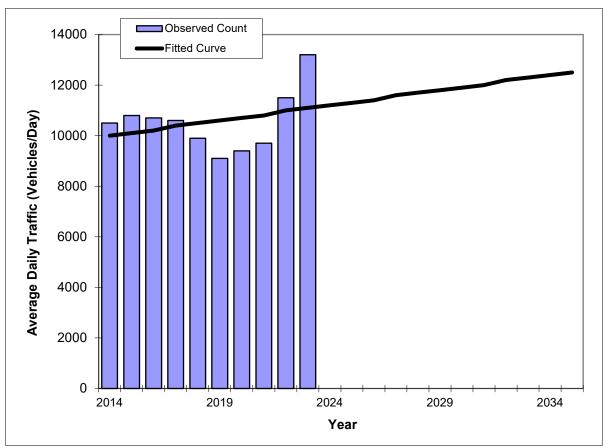
** Annual Trend Increase:	1,030
Trend R-squared:	87.9%
Trend Annual Historic Growth Rate:	12.06%
Trend Growth Rate (2023 to Design Year):	8.20%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019 2020 2021 2022 2023	9100 9400 9700 11500 13200	8500 9600 10600 11600 12600
2025 2030 203	5 Opening Yea N/A 030 Mid-Year T N/A 35 Design Year	14700 Trend 19900 Trend
2035	N/A	25000
TRAN	PLAN Forecas	ts/Trends
I		

*Axle-Adjusted

Whiteview Pkwy -- Pine Lakes Pkwy to Belle Terre Pkwy

County: Flagler
Station #: 2815
Highway: Whiteview Pkwy



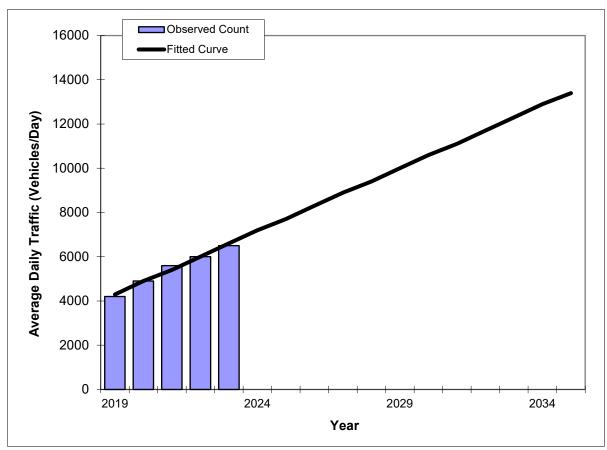
** Annual Trend Increase:	120
Trend R-squared:	9.4%
Trend Annual Historic Growth Rate:	1.22%
Trend Growth Rate (2023 to Design Year):	1.05%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	10500	10000
2015	10800	10100
2016	10700	10200
2017	10600	10400
2018	9900	10500
2019	9100	10600
2020	9400	10700
2021 2022	9700 11500	10800 11000
2022	13200	11100
2023	13200	11100
000	5 O	
	5 Opening Yea	
2025	N/A 030 Mid-Year T	11300
2030	N/A	11900
	35 Design Year	
2035	N/A	12500
	PLAN Forecas	

*Axle-Adjusted

Matanzas Woods Pkwy -- US 1 to Belle Terre Pkwy

County:FlaglerStation #:2400Highway:Matanzas Woods Pkwy



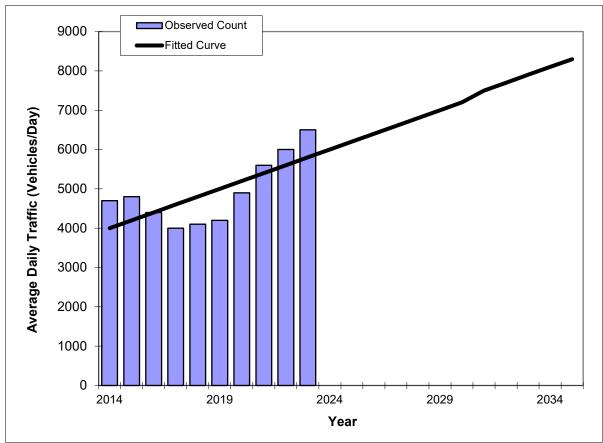
** Annual Trend Increase:	570
Trend R-squared:	98.7%
Trend Annual Historic Growth Rate:	13.37%
Trend Growth Rate (2023 to Design Year):	8.59%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	4200	4300
2020	4900	4900
2021	5600	5400
2022	6000	6000
2023	6500	6600
202	5 Opening Yea	r Trend
2025	N/A	7700
	030 Mid-Year ⅂	
2030	N/A	10600
	35 Design Year	
2035	N/A	13400
TRAN	PLAN Forecas	is/ mends

*Axle-Adjusted

TRAFFIC TRENDS Matanzas Woods Pkwy -- US 1 to Belle Terre Pkwy

County:FlaglerStation #:2400Highway:Matanzas Woods Pkwy



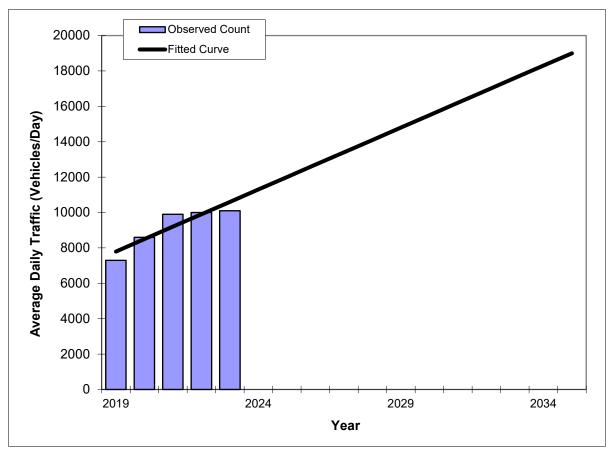
2019	2024	2029
	Year	
** <i>F</i>	Annual Trend Increase:	202
	Trend R-squared:	52.0%
Trend Annual	Historic Growth Rate:	5.00%
Trend Growth Rate	(2023 to Design Year):	3.59%
	Printed:	10-Apr-25
Straight Line Gro	owth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2014	4700	4000
2015	4800	4200
2016	4400	4400
2017	4000	4600
2018	4100	4800
2019	4200	5000
2020	4900	5200
2021	5600	5400
2022	6000	5600
2023	6500	5800
202	5 Opening Yea	r Trend
2025	N/A	6200
2	030 Mid-Year T	rend
2030	N/A	7200
	35 Design Year	
2035	N/A	8300
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

Matanzas Woods Pkwy -- Belle Terre to Bird of Paradise

County:FlaglerStation #:2410Highway:Matanzas Woods Pkwy



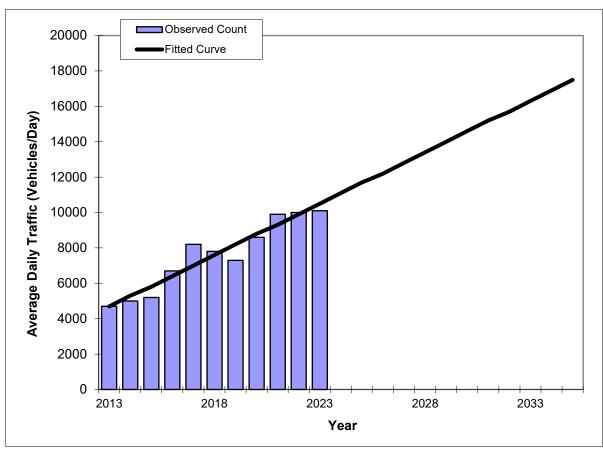
** Annual Trend Increase:	700
Trend R-squared:	82.9%
Trend Annual Historic Growth Rate:	8.97%
Trend Growth Rate (2023 to Design Year):	6.60%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	7300	7800
2020	8600	8500
2021	9900	9200
2022	10000	9900
2023	10100	10600
	5 Opening Yea	
2025	N/A	12000
	030 Mid-Year T	
2030	N/A	15500
2035	85 Design Year N/A	19000
	PLAN Forecas	
TIVAIN	LAN Forecas	to/ Helius

*Axle-Adjusted

Matanzas Woods Pkwy -- Belle Terre to Bird of Paradise

County:FlaglerStation #:2410Highway:Matanzas Woods Pkwy



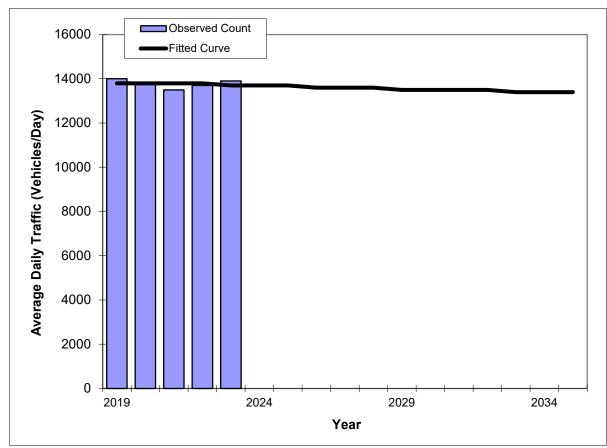
** Annual Trend Increase:	582
Trend R-squared:	91.9%
Trend Annual Historic Growth Rate:	12.34%
Trend Growth Rate (2023 to Design Year):	5.56%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2013	4700	4700
2014	5000	5300
2015	5200	5800
2016	6700	6400
2017	8200	7000
2018	7800	7600
2019	7300	8200
2020	8600	8800
2021	9900	9300
2022	10000	9900
2023	10100	10500
	5 Opening Yea	
2025	N/A	11700
		rend
2030	N/A	14600
	35 Design Year	
2035	N/A PLAN Forecas	17500
TRAN	PLAIN FORECAS	ts/Trends

*Axle-Adjusted

Matanzas Woods Pkwy -- Bird of Paradise to I-95

County:FlaglerStation #:2415Highway:Matanzas Woods Pkwy



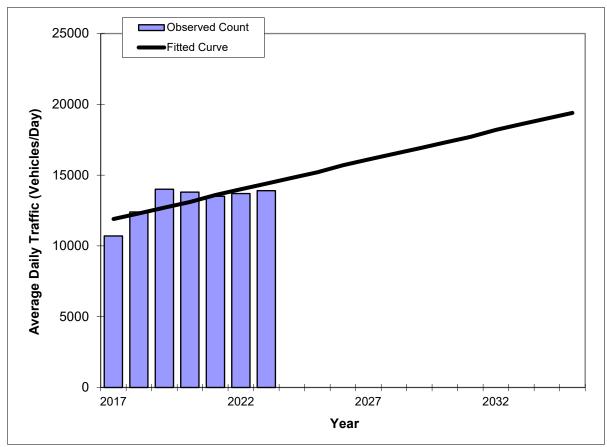
** Annual Trend Increase:	-30
Trend R-squared:	6.1%
Trend Annual Historic Growth Rate:	-0.18%
Trend Growth Rate (2023 to Design Year):	-0.18%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	14000	13800
2020	13800	13800
2021	13500	13800
2022	13700	13800
2023	13900	13700
L		
	5 Opening Yea	
2025	N/A 030 Mid-Year T	13700
2030	N/A	rend 13500
	B5 Design Year	
2035	N/A	13400
	PLAN Forecas	
11011		to, Hondo

*Axle-Adjusted

Matanzas Woods Pkwy -- Bird of Paradise to I-95

County:FlaglerStation #:2415Highway:Matanzas Woods Pkwy



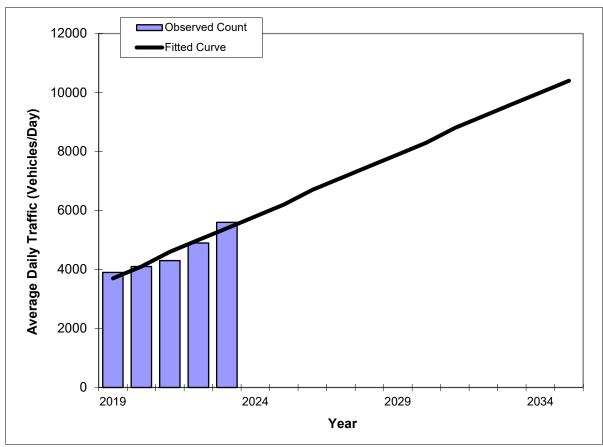
** Annual Trend Increase:	418
Trend R-squared:	56.2%
Trend Annual Historic Growth Rate:	3.50%
Trend Growth Rate (2023 to Design Year):	2.89%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)
Year	Count*	Trend**
2017	10700	11900
2018	12400	12300
2019	14000	12700
2020	13800	13100
2021 2022	13500 13700	13600 14000
2022	13900	14400
2020	10000	14400
202	5 Opening Yea	r Trend
2025	N/A	15200
	030 Mid-Year T	
2030	N/A	17300
	35 Design Year	
2035	N/A	19400
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

Rymfire Drive -- Royal Palms to Ravenwood

County:FlaglerStation #:3215Highway:Rymfire Drive



** Annual Trend Increase:	420
Trend R-squared:	92.3%
Trend Annual Historic Growth Rate:	11.49%
Trend Growth Rate (2023 to Design Year):	7.72%
Printed:	10-Apr-25
Straight Line Growth Option	

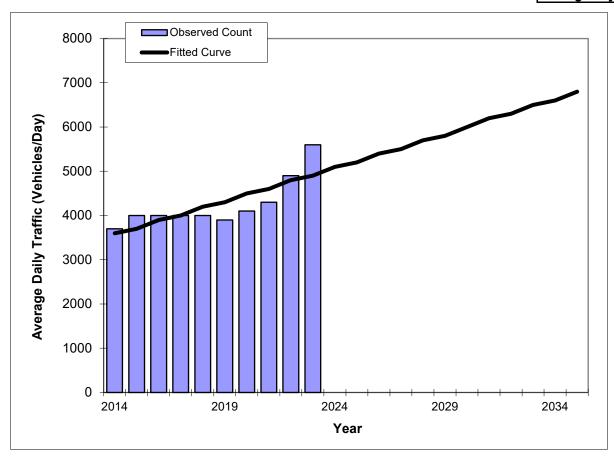
	Traffic (ADT/AADT)	
Year	Count*	Trend**
2019	3900	3700
2020	4100	4100
2021	4300	4600
2022	4900	5000
2023	5600	5400
222		_
	5 Opening Yea	
2025	N/A 030 Mid-Year T	6200
2030	N/A	8300
	B5 Design Year	
2035	N/A	10400
TRAN	PLAN Forecas	ts/Trends

*Axle-Adjusted

TRAFFIC TRENDS Rymfire Drive -- Royal Palms to Ravenwood

County: Station #: Highway: Flagler 3215 Rymfire Drive

Traffic (ADT/AADT)



	(7 (2	
Year	Count*	Trend**
2014	3700	3600
2015	4000	3700
2016	4000	3900
2017	4000	4000
2018	4000	4200
2019	3900	4300
2020	4100	4500
2021	4300	4600
2022	4900	4800
2023	5600	4900
	5 Opening Yea	
2025	N/A	5200
	030 Mid-Year T	
2030	N/A	6000
	35 Design Year	
2035	N/A	6800
TRAN	PLAN Forecas	ts/Trends

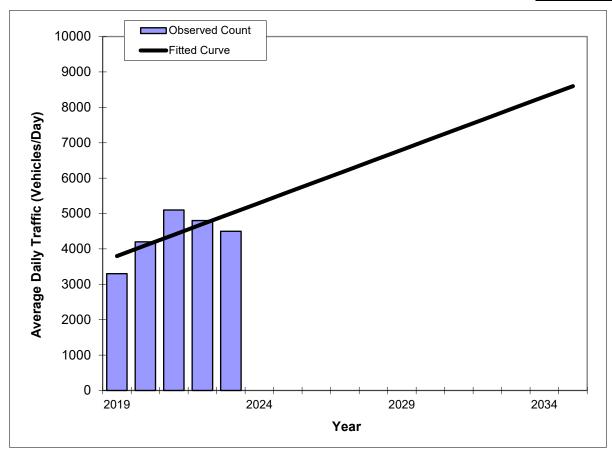
** Annual Trend Increase:	152
Trend R-squared:	64.8%
Trend Annual Historic Growth Rate:	4.01%
Trend Growth Rate (2023 to Design Year):	3.23%
Printed:	10-Apr-25
Straight Line Growth Option	

*Axle-Adjusted

Central Ave -- Park Street to Bulldog Drive

County: Flagler
Station #: 4440
Highway: Central Ave

Year



2019 2020 2021 2022 2023	3300 4200 5100 4800 4500	3800 4100 4400 4700 5000
202	5 Opening Yea	r Trend
2025	N/A	5600
	030 Mid-Year T	
2030	N/A	7100
	35 Design Year	
2035	N/A	8600
TRAN	PLAN Forecas	ts/Trends

Traffic (ADT/AADT)

Trend**

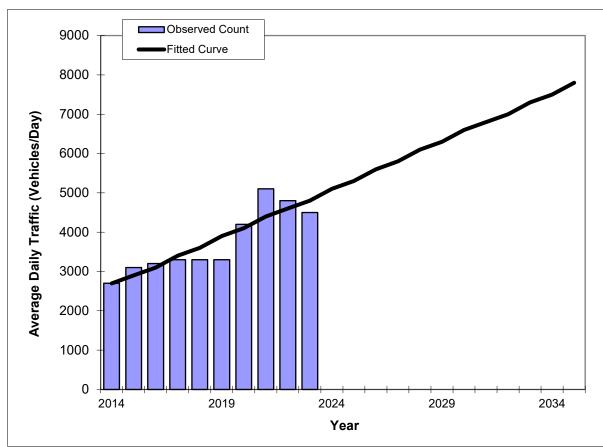
Count*

** Annual Trend Increase:	300
Trend R-squared:	47.2%
Trend Annual Historic Growth Rate:	7.89%
Trend Growth Rate (2023 to Design Year):	6.00%
Printed:	10-Apr-25
Straight Line Growth Option	

*Axle-Adjusted

Central Ave -- Park Street to Bulldog Drive

County:FlaglerStation #:4440Highway:Central Ave



** Annual Trend Increase:	244
Trend R-squared:	80.4%
Trend Annual Historic Growth Rate:	8.64%
Trend Growth Rate (2023 to Design Year):	5.21%
Printed:	10-Apr-25
Straight Line Growth Option	

	Traffic (AD	T/AADT)			
Year	Count*	Trend**			
2014	2700	2700			
2015	3100	2900			
2016	3200	3100			
2017	3300	3400			
2018	3300	3600			
2019	3300	3900			
2020	4200	4100			
2021 2022	5100 4800	4400 4600			
2022	4500 4500	4800			
2023	4500	4000			
2025 Opening Year Trend					
2025	N/A	5300			
	030 Mid-Year ⊺	rend			
2030	N/A	6600			
	35 Design Year				
2035	N/A	7800			
TRAN	PLAN Forecas	ts/Trends			

*Axle-Adjusted

EXHIBIT F Intersection Corridor Identification



Reserve at Haw Creek

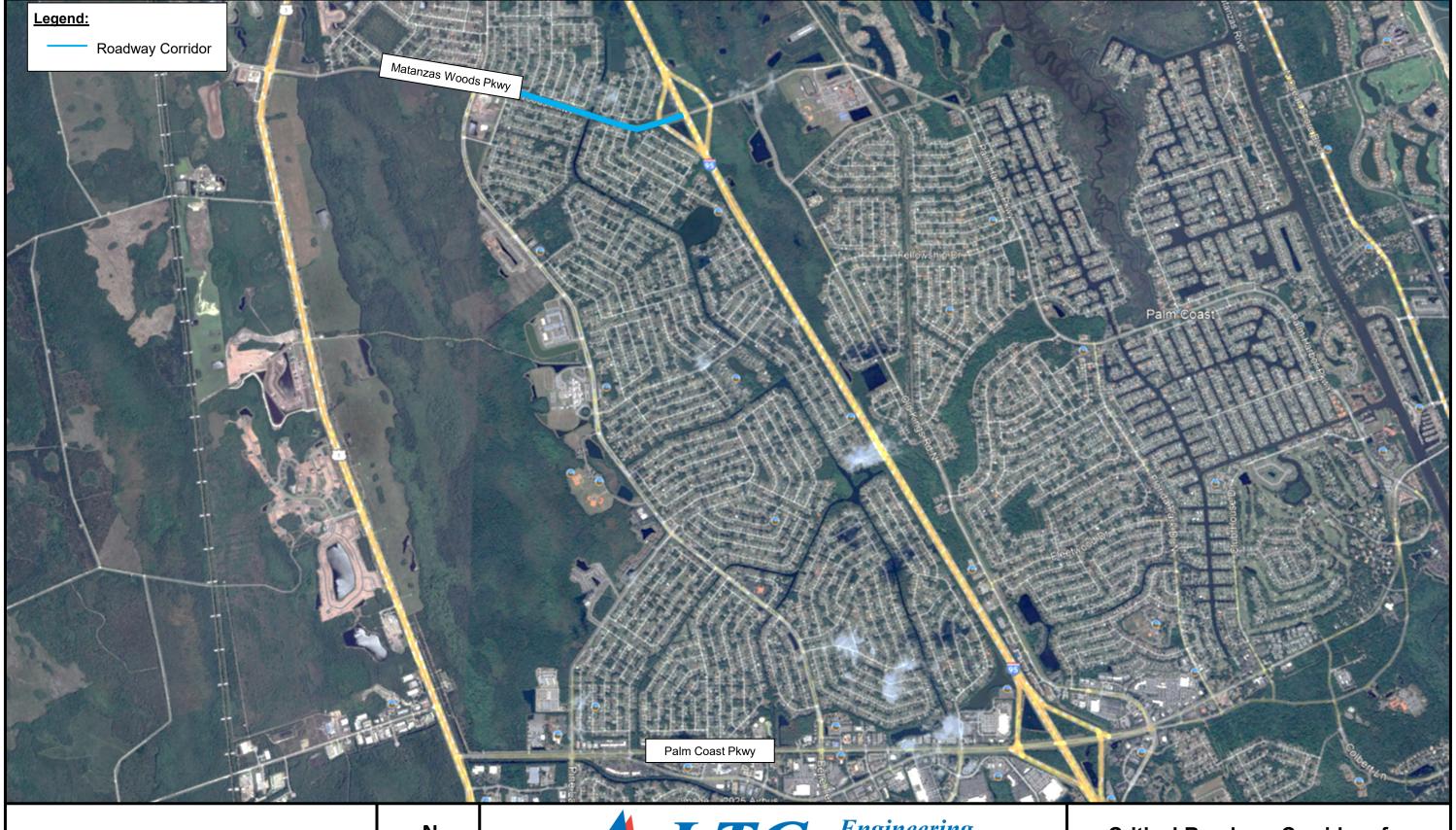


Engineering & Planning

1450 W Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 * Fax: 386.257.6996 * EB# 0009227 **Intersection Monitoring**

Project No.: 6409.02

Exhibit F



Reserve at Haw Creek

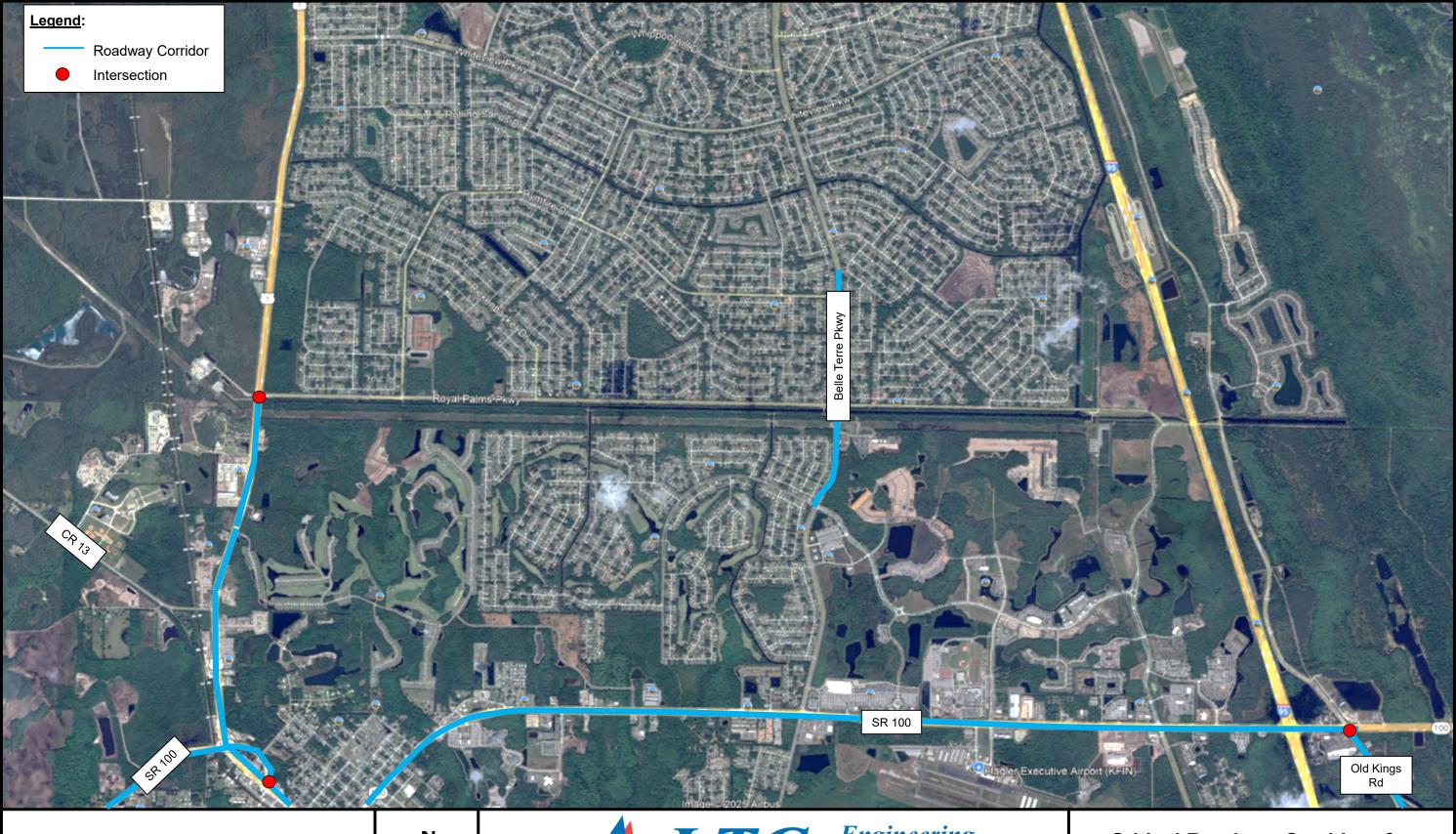


LTG Engineering & Planning

1450 W Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 * Fax: 386.257.6996 * EB# 0009227 **Critical Roadway Corridors for Intersection Monitoring**

Project No.: 6409.02

Exhibit F



Reserve at Haw Creek





1450 W Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 * Fax: 386.257.6996 * EB# 0009227 **Critical Roadway Corridors for Intersection Monitoring**

Project No.: 6409.02

Exhibit F

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the City of Bunnell has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the "Business Impact Estimate" section below. In addition, even if one or more exemptions are identified, the City of Bunnell may nevertheless choose to provide information concerning the proposed ordinance in the "Business Impact Estimate" section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance's title/reference:

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY TOTALING 2,788± ACRES, GENERALLY LOCATED BETWEEN WEST MOODY BOULEVARD/STATE HIGHWAY 11, STATE HIGHWAY 100 WEST, COUNTY ROAD 302, AND COUNTY ROAD 65, IN THE CITY OF BUNNELL LIMITS FROM FLAGLER COUNTY "AC, AGRICULTURAL DISTRICT," CITY OF BUNNELL "R-1, SINGLE FAMILY RESIDENTIAL DISTRICT," AND "AG&S, AGRICULTURAL & SILVICULTURE DISTRICT" TO CITY OF BUNNELL "PUD, PLANNED UNIT DEVELOPMENT DISTRICT"; APPROVING THE RESERVE AT HAW CREEK PLANNED UNIT DEVELOPMENT AGREEMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

	The proposed ordinance is required for compliance with Federal or State law or regulation;		
	The proposed ordinance relates to the issuance or refinancing of debt;		
	The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;		
	The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;		
	The proposed ordinance is an emergency ordinance;		
	The ordinance relates to procurement; or		
\boxtimes	The proposed ordinance is enacted to implement the following:		
	□ Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;		
	Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;		

		Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
		Section 553.73, Florida Statutes, relating to the Florida Building Code; or
		Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.
Busir	ness Im	npact Estimate:
The C	ity of	Bunnell hereby publishes the following information:
1.		mmary of the proposed ordinance (must include a statement of the purpose, such as serving the public health, safety, morals and re):
		an ordinance for a rezoning and approval a Planned Unit Development nent as requested by the applicant.
2.		stimate of the direct economic impact of the proposed ordinance on te, for-profit businesses in the municipality, including the following, if
	(a)	An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:
	None	
	(b)	Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:
	None	•
	(c)	An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:
	None	·
3.	_	od faith estimate of the number of businesses likely to be impacted by rdinance:
	None	
4.		ional information the governing body determines may be useful (if any):
	None	
		's provision of information in the Business Impact Estimate section above, notwithstanding

Note: The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 08/14/2025

Department: Community Development

Subject: Development Agreement 2025-02: Requesting approval for a

development agreement with Northeast Florida Developers, LLC and JM

Properties X, LLC for the Reserve at Haw Creek Planned Unit

Development. - First Reading

Agenda Section: New Business:

ATTACHMENTS:

Description

Development Agreement 2025-02 Reserve at Haw Creek

Summary/Highlights:

THIS IS A QUASI-JUDICIAL HEARING AND WILL FOLLOW QUASI-JUDICIAL PROCEDURES.

ANY EX PARTE COMMUNICATIONS MUST BE DISCLOSED INCLUDING ANY COMMUNICATIONS, TESTIMONTY AND EVIDENCE PROVIDED OR RECEIVED OUTSIDE OF THIS HEARING

This is a request for approval of a statutory development agreement for the Reserve at Haw Creek development outlining the infrastructure responsibilities required as a result of the development.

In accordance with Florida Statutes, notices detailing the time, date, and location were mailed out to property owners within the immediate vicinity of the development that may be affected on August 14, 2025. Advertisement was published in the Observer Local News on August 14, 2025.

The Second and Final Reading of this development agreement is scheduled for September 8, 2025.

Background:

The owner, JM Properties X, LLC, and developer, Northeast Florida Developers, LLC, are currently going through the process for approval of a Planned Unit Development. With development of this size, a development agreement is necessary to ensure responsibilities of the developer are clearly called out for improvements to the City's infrastructure and facilities. The improvement obligations include:

- Potable Water
- Sanitary Sewer
- Reclaim/Reuse
- Stormwater
- Transportation
- Solid waste

The agreement also includes the following:

- Land donation
- Impact fee credits
- Affordable housing requirements
- New public works facility
- New County fire station

Below is a brief summary of the obligations:

Potable Water

The developer and property owner agree to build a new Water Treatment Facility that will serve their development in its entirety. They will be responsible for all design, engineer, and construction of the plant in coordination with the City. This includes all potable water wells and water lines as well. Once construction is complete and the plant is operational, it will be dedicated to the City. The developer will receive dollar for dollar impact fee credits for this facility.

Sanitary Sewer

The developer and property owner agree to build a new Wastewater Treatment Facility that will serve their development. They will be responsible for all design, engineer, and construction of the plant in coordination with the City. This includes all sewer lines and lift stations as well. Once construction is complete and the plant is operational, it will be dedicated to the City. The developer will receive dollar for dollar impact fee credits for this facility. The developer will also be able to purchase capacity from the current facility to serve a portion of the first phase of the development prior to constructing the new facility.

Reclaim/Reuse

The developer and owner will be responsible for constructing reclaimed water lines to serve their development. They will also be inputting re-use meters to the City can collect monthly usage fees for this service. Additionally, they will be implementing a stormwater harvesting system to reduce the amount of potable water used for irrigation of the property in accordance with the 2023 North Florida Regional Water Supply Plan.

Stormwater

The developer and owner will be required to comply with all codes, laws, and regulations for the development and provide the City with necessary easements under and across the property for the stormwater system. The City will retain the option to receive the ownership and maintenance of their master stormwater system when the City creates a stormwater utility fee. Additionally, the development will be required to attenuate to the 100-year/24-hour storm event.

<u>Transportation</u>

The developer and owner will be required to submit a new traffic impact analysis (TIA) for each phase of the development in order to identify any level of service deficiencies as a direct result of that phase and to be consistent with the approved master TIA. Any roadways affected will be required to be improved to mitigate the impacts from the development. Additionally, it outlines certain city roads that will have split responsibility for improvements. Also included is how the internal roads will be handled as determined by the City Commission.

Solid Waste

The developer and owner will be making monetary contributions to the City for a new solid waste truck to serve the first phase of the development. Additionally, a portion of the moneys will be contributed to begin a nexus study so that a solid waste impact fee can be created and applied to new development. Future phases of the development will be subject to the impact fee, if created, so the City may purchase additional vehicles in the future.

Land Donation

The developer and owner will be donating at least 7 acres to serve future satellite City offices or for expanding emergency services to the area include police and fire. The donated land will be required to be "Pad Ready" upon donation of the land unless otherwise needed by the City ahead of the "Pad Ready" date.

Public Works Yard

The developer will be required to relocate the existing public works yard to accommodate the Wastewater Treatment Facility expansion that will serve their development. The public works yard will be relocated onto 10+/- acres that the developer will donate to the City in additional to the 7 acres they are donating for emergency services. The public works yard will be constructed onto the 10+/- acres by the developer in coordination with the City. The facility will be new and expanded from what is currently in existence to accommodate the growth.

Affordable Housing

The developer will be required to set aside 10% of the single-family residential units within each phase of the development that will be dispersed evenly among the residential neighborhoods for individuals who qualify for down payment assistance or other assistance programs offered by the County. Restrictive covenants will be placed on these properties to ensure they remain affordable in the event the property is sold in the future.

County Fire Services

The developer has agreed to design, engineer, and construct a new fire station for the County to maintain their ISO rating. They will be contributing \$7,000,000 to this facility along with \$3,000,000 for new equipment and/or trucks. The contribution will be subject to inflation amounts.

Staff Recommendation:

Approval Development Agreement 2025-02: Requesting approval for a development agreement with Northeast Florida Developers, LLC and JM Properties X, LLC for the Reserve at Haw Creek Planned Unit Development. - First Reading

City Attorney Review:

Approved for agenda.

THIS INSTRUMENT PREPARED BY AND RETURN TO: Emily G. Pierce, Esq. Rogers Towers, P.A. 1301 Riverplace Blvd, Suite 1500 Jacksonville, Florida 32207

DEVELOPMENT AGREEMENT 2025-02

(Reserve at Haw Creek)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into on this ____ day of ____, 2025, by and between NORTHEAST FLORIDA DEVELOPERS LLC, a Florida limited liability company ("Developer"), and CITY OF BUNNELL, FLORIDA, a political subdivision of the State of Florida (the "City"), (Developer and City may be collectively referred to as the "Parties"), as joined in by JM PROPERTIES X, LLC, a Florida limited liability company (the "Owner").

WHEREAS, the Owner owns the fee simple title to certain real property consisting of approximately 2,787 +/- acres located west of U.S. Highway 1 between State Highway 100 West and State Road 100, in the City of Bunnell, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**");

WHEREAS, Developer is the contract purchaser of the Property and has requested approval of a Planned Unit Development agreement ("**PUD**") to allow for a master planned development (the "**Development**") to allow for the development of the Reserve at Haw Creek community on the Property with the maximum intensities and densities as set forth in the PUD and for certain public service uses subject to the conditions set forth in this Agreement;

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

WHEREAS, the City Commission finds that this Agreement is consistent with the City's 2035 Comprehensive Plan (the "**Comprehensive Plan**") and current Land Development Code (the "**LDC**"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes (the "Act"), authorizes a local government to enter into a development agreement with a developer to provide assurances to a developer that upon receipt of a development permit a developer may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, in order to strengthen the public planning process, to encourage sound capital improvement planning and financing, to assist in assuring there are adequate capital facilities for a development, to encourage the private participation in comprehensive planning, and to reduce the economic costs of development;

WHEREAS, the Act authorizes agreements for up to thirty (30) years, which can be extended by mutual consent of the Parties, subject to the public hearing requirements in accordance with Section 163.3225, Florida Statutes;

WHEREAS, a development agreement adopted pursuant to the Act encourages a stronger commitment to comprehensive and capital facilities planning, ensures the provision of adequate public facilities for development, encourages the efficient use of resources and reduces the economic costs of development; and

WHEREAS, the City Commission finds that this Agreement is consistent with the 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 Bunnell Charter, and other applicable law, and the City's police powers, and serves a public purpose;

WHEREAS, the City has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

- i. The City has adopted a local Comprehensive Plan that is in compliance;
- ii. The proposed development of the Property is consistent with the Comprehensive Plan, including the Future Land Use Map, and complies with applicable provisions of the LDC;
- iii. This Agreement constitutes a binding commitment on the part of Developer, its successors and assigns, to develop the Property consistent with the Comprehensive Plan, applicable provisions of the LDC, and with the executed PUD; and
- iv. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development;
- **WHEREAS**, the City finds that it is in the best interest of the public to enter into this Agreement with Developer to establish the responsibilities between the Parties for the various improvements associated with the construction of Reserve at Haw Creek; and
- **WHEREAS**, this Agreement constitutes a binding commitment on the part of Developer, its successors and assigns, to develop the Property consistent with the Comprehensive Plan, executed PUD, and applicable provisions of the Code.
- **NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:
- 1. Recitals; Findings of Fact. The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

- 2. Purpose and Intent. Developer and the City desire to enter into this Agreement to address their respective responsibilities for both on-site and off-site improvements related to the Development and to work cooperatively with each other to ensure that the Reserve at Haw Creek is developed in such a way as to benefit both Developer and the City. The Parties intend to utilize this Agreement to identify the methodology to be used for allocating costs for the potable water system, the sanitary sewer system, the stormwater system, and the transportation system. In addition, the Agreement identifies the available credits to Developer, the potential for future credits, and the City's share of financial responsibility for the improvements that may benefit the City's overall utility, stormwater, and transportation systems beyond that needed for this Development. Development of the Property will be governed by the terms of the PUD documents and this Agreement. If the PUD or this Agreement is silent as to any regulation applicable to the Property, the land development regulations in effect at the time shall govern and be applicable to the Property.
- 3. <u>Public Facility Improvements</u>. The City will provide water and sanitary sewer services to the Property pursuant to the terms of this Agreement. Developer agrees that Developer or the builder of each lot, as it is developed, within the Property, shall pay the water/sewer connection/tap costs/fees for lots, units or structures within the project at the time of issuance of a building permit for the particular improvement. Developer agrees that Developer or the builder of each lot, as it is developed, within the Property, shall abide by all applicable federal, state and local codes, design, permitting and construction standards, requirements, policies, rules and regulations for civil site plan, utilities, stormwater and buildings. In addition, the Parties agree to the following utility and infrastructure improvements:

A. Potable Water System.

In furtherance of the public/private partnership established through (i) this Agreement, prior to occupancy of the first unit, Developer in coordination with the City shall design, engineer, and construct a potable water plant generally located on the Property as depicted in Exhibit "B", or in a location otherwise mutually agreed to by the Parties (the "City's Potable Water Plant"). All aspects of the design, engineering and permitting processes shall be mutually agreeable to both Developer and the City. The system shall be designed with an emergency interconnect to the City's existing water system and shall integrate re-use. The City's Potable Water Plant shall be constructed with sufficient capacity to serve each phase of Development as further contemplated herein. The Parties shall agree upon the anticipated level of service required to serve the Development with adequate potable water service. Developer may elect to construct the City's Potable Water Plant in its entirety or to construct the plant in phases, at Developer's sole discretion. However, Developer understands and agrees that the City shall not issue a Certificate of Occupancy for a residential use or a Certificate of Occupancy for a non-residential use for any new building until such time as Developer

demonstrates that adequate potable water service is fully in place to serve the subject building. The City agrees to be co-applicant with the Developer on any necessary permitting for the City's Potable Water Plant.

- (ii) The City agrees that Developer shall be allowed to utilize the City's status to apply for grants that may be available at the time of implementation of the City's Potable Water Plant.
- (iii) Following completion of the City's Potable Water Plant, Developer shall convey the plant, piping to the plant and the underlying real property on which the plant is located to the City. The City shall retain ownership of, and shall operate and maintain, the City's Potable Water Plant and shall have the right to collect all usage fees on a monthly basis from all users. The City shall be responsible for operation and maintenance of any improvements or expansions to the City's Potable Water Plant not related to the Development following the dedication and acceptance of same.
- (iv) Developer shall receive dollar-for-dollar water impact fee credit, proportionate share fee credits or similar capital facilities improvement credit equal to the actual cost of designing, planning, engineering, permitting, and constructing the City's Potable Water Plant (including, for purposes of clarification, any wells). However, Developer shall not receive credit for and will be responsible for the cost of the main trunk line implementation and the neighborhood distribution systems, which shall comply with City standards.
- (v) Developer shall comply with all codes, laws, and regulations necessary for the development of the Property applicable at the time each development permit is issued and, subject to the credit provision above, will pay all usual and customary costs associated with providing potable water on-site to the Property for its intended uses.
- (vi) Developer agrees to provide to the City any necessary easements on, under and across the Property for the operation and maintenance of the City's Potable Water Plant.
- (vii) The City is responsible for any required amendments to its Capital Improvement Plan, Comprehensive Plan Infrastructure Element, or similar document and shall be responsible for any required reporting requirements following the dedication and acceptance of any improvements or expansions to the City's Potable Water Plant.
- (viii) Developer understands that Developer is responsible for all costs associated with the design, planning, permitting and construction of

line implementation, and neighborhood distribution systems related to the Development in compliance with applicable City regulations.

B. Sanitary Sewer System.

- In furtherance of the public/private partnership established through (i) this Agreement, Developer agrees to purchase, and the City agrees to sell, a total of a minimum of 200,000 gallons and a maximum of 300,000 gallons of sanitary sewer capacity at a cost of Twenty dollars (\$20.00) per gallon from the City's sanitary sewer treatment plant located at 200 Tolman Street (the "City's Sanitary Sewer Treatment Plant") with the Developer agreeing to build back 100,000 gallons of excess sanitary sewer capacity no later than completion of the expansion of the system as described below. In connection with this purchase Developer hereby agrees to an initial purchase of a minimum of 100,000 gallons of sanitary sewer capacity within thirty (30) days from the earlier of (i) the City providing notice to Developer that the City's expansion of the City's Sanitary Sewer Treatment Plant is complete, operational, and fully online; or (ii) upon establishment of a Community Development District ("CDD") which has sufficient funding to pay for the reserved sewer capacity from the City's Sanitary Sewer Treatment Plant as provided for herein.
- (ii) Developer agrees to design, plan, engineer and construct any and all necessary improvements or expansions needed for the City's Sanitary Treatment Plant, and the City agrees to be co-applicant with the Developer on any necessary permitting, in order to provide sufficient capacity to serve the Development.
 - (a) Any improvements or expansions will be dedicated by Developer to the City upon completion.
 - (b) At such time as any improvements or expansions made to the City's Sanitary Treatment Plant require additional land, Developer agrees, at Developer's expense, to relocate the City's existing maintenance yard which is currently adjacent to the City's Sanitary Treatment Plant to property within the Development.
 - Developer, in coordination with the City, shall design, plan, engineer, permit and construct the new maintenance yard. All aspects of the design, engineering and permitting processes shall be mutually agreeable by Developer and the City. Developer and the City shall be co-applicants on any permitting application.

- Developer is hereby authorized to apply, in the name of the City, for any grants or other funding that may be available for any improvements or expansions to the City's Sanitary Sewer Treatment Plant.
- (c) The Parties agree that any improvements or expansions to the City's Sanitary Sewer Treatment Plant under this Agreement will be designed and are anticipated to solely serve the Development. Should additional capacity be required by the City to serve property outside of the Development, the Parties agree to negotiate in good faith the terms related to any such improvements or expansions.
- (d) The City agrees to provide Developer, its agents and employees, with access to the City's Sanitary Sewer Treatment Plant and any related engineering, planning or architectural drawings related to same, in order to design, plan, permit and construct any improvements or expansions prior to dedication to the City. If multiple improvements or expansions are done, the City agrees to provide such access for each phase of the project.
- (iii) Should Developer determine that the Development will not require the full 300,000 gallons of sanitary sewer capacity, Developer will provide notice to the City of this decision pursuant to the Notice provisions set forth in Section 23 below at which time the City shall no longer be obligated to provide additional capacity at the agreed upon Twenty dollars (\$20.00) per gallon rate.
- (iv) Developer understands and agrees that the City shall not issue a Certificate of Occupancy for a residential use or a Certificate of Occupancy for a non-residential use for any new building until such time as Developer demonstrates that adequate sanitary sewer capacity is available to serve the subject building.
- (v) Developer shall receive dollar-for-dollar sewer impact fee credit, proportionate share credit or similar sewer facility credit equal to any payments made by Developer for sanitary sewer capacity, including but not limited to, all costs incurred by Developer for the relocation of the City's maintenance yard.
- (vi) The City shall retain ownership of, and shall operate and maintain, the City's Sanitary Sewer Treatment Plant and shall have the right to collect all usage fees on a monthly basis from all users. The City shall be responsible for operation and maintenance of any improvements or expansions to the City's Sanitary Sewer Treatment Plant following the dedication and acceptance of same.

- (vii) The City is responsible for any required amendments to its Capital Improvement Plan, Comprehensive Plan Infrastructure Element, or similar document and shall be responsible for any required reporting requirements following the dedication and acceptance of any improvements or expansions to the City's Sanitary Sewer Treatment Plant.
- (viii) Developer understands that Developer is responsible for all costs associated with the design, planning, permitting and construction of main trunk line implementation, on-site lift stations, and neighborhood distribution systems related to the Development in compliance with applicable City regulations.
- (ix) Developer shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued.
- (x) Developer agrees to provide to the City any necessary easements on, under and across the Property for the construction, operation and maintenance of the sanitary sewer system.

C. Stormwater System.

(i) Flagler County (the "County") owns and maintains two stormwater systems that convey off-site water over and through the Property, while also collecting on-site water: (1) the north-to-south ditch adjacent to Black Point Road East (the "Black Point Road Ditch"), and (2) the east-to-west canal located between State Road 11 to immediately west of the overhead power lines (the "East-West Canal").

(a) Transfer Triggers:

- The Black Point Road Ditch shall automatically transfer from the County to the City and from the City to Developer, or Developer's assignee, simultaneously with the earlier conveyance of either Black Point Road East or Black Point Road West, as those terms are defined in Section 4 below.
- The East-West Canal shall automatically transfer from the County to the City and from the City to Developer, or Developer's assignee, simultaneously with the recordation of any plat within the Development that includes on-site drainage from within the Development into the East-West Canal.

- Any plat recorded by Developer that includes either the Black Point Road Ditch or the East-West Canal shall include any required drainage improvements for the respective system in its entirety, regardless of whether the development associated with said plat is to be accomplished in multiple phases.
- The County will continue to own and maintain the Black Point Road Ditch and the East-West Canal until such time as said system is transferred to Developer, or Developer's assignee, after which time Developer or Developer's assignee shall be solely responsible for ownership and maintenance of said system.
- (b) Transfer to City owned Utility: If, in the future, the City establishes its own stormwater utility entity, or if the City otherwise desires, the City may request in writing that Developer or Developer's assignee convey all ownership rights and maintenance obligations for Black Point Road Ditch, the East-West Canal, or the master stormwater system for the Development, or any combination thereof, to the City. Developer or Developer's assignee are obligated to make such conveyance and will do so in an expeditious manner.
- (ii) Developer shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued, which shall include, at a minimum, designing for a 100-year storm event (capacity only, nutrient management per Florida regulations), and will pay all usual and customary costs associated with providing stormwater capture, retention and treatment on-site to the Property for its intended uses.
- (iii) Outfalls for the stormwater system shall be owned and maintained by Developer, Developer's assignee, or the City, and such ownership and maintenance obligations shall be reflected on the applicable plat(s) with the exception of an outfall, or outfalls, that discharge into a City owned creek, in which case, the ownership and maintenance obligations shall terminate at the boundary of the respective plat.
- (iv) Should Developer or Developer's assignee take ownership of either the Black Point Road Ditch or the East-West Canal, or both, Developer agrees to provide to the City any necessary easements on, under and across the Property for the construction, operation and maintenance of the stormwater system.
- (v) Should the City take ownership of Black Point Road Ditch, the East-West Canal, the master stormwater system for the Development, or

any combination thereof, and should the City adopt stormwater utility impact fees associated therewith, Developer shall receive dollar-for-dollar development contribution or impact fee credits in accordance with City Ordinance 2020-06, as amended from time to time, and Section 163.31801, Florida Statutes (2025) for any drainage system improvements constructed by or on behalf of Developer.

D. Reuse/Reclaimed Water.

- (i) The City shall reasonably endeavor to make reclaimed water available to the Development sufficient to serve each phase of the Development as reclaimed water is needed in accordance with this Section 3(D) (the "Reclaimed Water System"). Developer shall be responsible for the design, engineering, installation and maintenance of all reclaimed water lines serving the Development. The engineering for the Reclaimed Water System shall analyze and implement reuse and stormwater harvesting collectively to implement the most efficient solution. Systems may be used individually and/or jointly for best practice implementation. The City shall have the right: (i) to require Developer or its builders to install usage meters adjacent to the homes/businesses for the Reclaimed Water System; and (ii) to collect usage fees on a monthly basis from all users.
- (ii) Additionally, in accordance with the 2023 North Florida Regional Water Supply Plan, Developer shall design, engineer, and construct a stormwater harvesting system to capture, treat, and reuse stormwater for irrigation, landscape maintenance, and other approved non-potable uses within the Development, in accordance with Chapter 373, Florida Statutes, and all applicable state, federal and local regulations (the "Stormwater Harvesting System"). The Stormwater Harvesting System shall be engineered to optimize water conservation, reduce reliance on potable water sources, and integrate with the City's existing or planned reclaimed water infrastructure where feasible. Developer shall also implement a monitoring and reporting program, as required by the City or regulatory agencies, to ensure system efficiency, environmental compliance, and ongoing sustainability.
- (iii) The Reclaimed Water System and Stormwater Harvesting System are collectively referred to as the "Reuse System." Developer, and any subsequent owners of common areas within the Development, will endeavor to utilize the Reuse System where feasible for irrigation, landscape maintenance, and other approved non-potable uses within the Development and will require, where feasible and when permitted by state, federal and local regulations, that homeowners, businesses and other end-users located within the

- Development utilize the Reuse System for irrigation, landscape maintenance and other approved non-potable uses.
- (iv) Developer agrees to take all reasonable precautions, including the use of signs and appropriate labels, to clearly identify the Reuse System in compliance with all applicable state, federal and local regulations.
- (v) Following dedication of the Reuse System to the City, Developer agrees to pay all usual and customary costs associated with providing reclaimed water service to the Property for its intended uses.
- (vi) City agrees to be co-applicant with the Developer on any necessary permitting for the Reuse System and shall coordinate with the Developer to ensure compliance with all applicable state, federal and local regulations. Developer agrees to provide to the City any necessary easements on, under and across the Property for the operation and maintenance of the Reuse System all reclaimed water flow meters, control devices, transmission mains and/or other appurtenances thereto installed or owned by the City to facilitate long-term use and maintenance.

E. <u>Floodway & Floodplain</u>.

- (i) Development within the Floodway is prohibited, with the exception of water related recreational uses and facilities.
- (ii) Developer shall comply with all applicable City of Bunnell requirements for development within the floodplain, including, but not limited to any floodplain map revisions, as needed, which revisions shall occur prior to final platting of any related development in the floodplain being impacted.
- (iii) Essential/critical facilities servicing the Development shall not be located within the Floodway.
- (iv) Essential/critical facilities servicing the Development shall not be located within any area currently designated as a part of the floodplain, unless the floodplain maps are revised as required by applicable regulations prior to locating any such facilities in that area.
- F. <u>Parks/Open Space</u>. Concurrent with development of the Property or phases thereof, Developer will provide parks and open space as outlined by applicable provisions of the PUD, as amended from time to time, governing development of the Property.
- G. <u>Cooperation</u>; Funding. In furtherance of the public/private partnership

established through this Agreement and unless otherwise stated above, the Parties agree to be co-applicants on all permits and approvals required for the public facility improvements contemplated to be designed, engineered, and constructed by Developer under this Section 3. The City shall use its best efforts to cooperate with and assist Developer in timely securing all permits and approvals required and necessary for the implementation of said improvements. Developer agrees that all design of the public facility improvements under this Section 3 shall conform to applicable requirements of the permitting agencies including, without limitation, the City. Developer shall be allowed to utilize the City's status to apply and obtain grant funds to offset the costs of the public infrastructure and facilities and eligible private improvements, if any, and the City shall cooperate with Developer in seeking all applicable grant funds that may be available.

- 4. <u>Transportation/Mobility Improvements</u>. In addition to the public facility improvements provided for in Section 3 of this Agreement, Developer and the City will cooperate in providing the following transportation and mobility improvements related to the Development:
 - A. Improvements to City Transportation Facilities. In coordination with the City, Developer shall retain the services of a licensed traffic engineer to conduct one or more traffic studies that analyze impacts to adjacent roadways (City, County and State Roads) related to each phase of development. Developer and the City shall mutually agree on the methodology to be used prior to commencement of each study. Based upon the results of the traffic studies Developer shall design, plan, engineer, permit and construct all necessary off-site transportation improvements related to any City, County, or State Roads impacted to a failing level of service as a result of this Development, with the timing of said improvements to be determined by the City in accordance with this Section 4. Developer shall coordinate and cooperate with all applicable agencies including, without limitation, the Florida Department of Transportation and Flagler County, as to traffic concurrency requirements required by the traffic studies hereunder. Each traffic study for each phase of the Development shall be based upon the approved master Traffic Impact Analysis (the "TIA") for the collective PUD and shall incorporate the recommended improvements, by phase, as aligned in the approved TIA. Before final buildout of the PUD, the Developer shall have completed construction of all improvements, satisfactory to the City, identified in the approved master TIA. The master TIA shall be approved by all regulatory agencies that have jurisdiction over the impacted roadways including, but not limited to, the City, Florida Department of Transportation, and Flagler County. The studies shall adhere to FLU Policy 20.1.7.1, identifying any level of service failures attributable to the current phase and future project phases. Prior to the issuance of the first Certificate of Occupancy for the phase in question, the master developer or landowner shall enter into agreements with the City to implement the necessary

- improvements. These improvements may include access modifications and other mitigative measures to address the identified level of service failures.
- B. <u>Deen Road</u>. In furtherance of the public/private partnership established through this Agreement and in addition to any other requirements for improvements to City roads as determined under Section 4(A) above, the City shall be making certain improvements to Deen Road, with the City and Developer splitting all costs related to the design, planning, engineering, permitting and construction of said improvements equally between the Parties. The timing of said improvements will be determined by the City.
- C. <u>Tolman Street</u>. Likewise, in furtherance of the public/private partnership established through this Agreement and in addition to any other requirements for improvements to City roads as determined under Section 4(A) above, the City will be making certain improvements to Tolman Street, with the City and Developer splitting all costs related to the design, planning, engineering, permitting and construction of said improvements equally between the Parties. The timing of said improvements will be determined by the City.
- D. <u>Black Point Road East & Black Point Road West</u>. The County owns and maintains "Black Point Road East" and "Black Point Road West" portions of which are located within the City and within the Development.
 - (i) Transfer Triggers:
 - (a) At such time that Developer records a plat within the Development that abuts, crosses, or accesses any portion Black Point Road East, the Bunnell City Commission shall either:
 - 1 Accept ownership and maintenance of Black Point Road East from the County;
 - Accept ownership of Black Point Road East from the County, and require that Developer, or Developer's assignee, accept maintenance obligations of said roadway; or
 - Require Developer, or Developer's assignee, to accept ownership and maintenance obligations of said roadway (the roadway may be conveyed to the City from the County prior to being conveyed to the Developer).
 - (b) At such time that Developer records a plat within the Development that abuts, crosses, or accesses any portion

Black Point Road West, the Bunnell City Commission shall either:

- 1 Accept ownership and maintenance of Black Point Road West from the County;
- 2 Accept ownership of Black Point Road West from the County, and require that Developer, or Developer's assignee, accept maintenance obligations of said roadway; or
- Require Developer, or Developer's assignee, to accept ownership and maintenance of said roadway (the roadway may be conveyed to the City from the County prior to being conveyed to the Developer).
- (c) The conveyance of Black Point Road East and Black Point Road West, respectively, shall include the entirety of said roadway located within the Development along with any southerly portion of the roadway that extends beyond the boundaries of the Development.
- (ii) Any plat recorded by Developer that abuts, crosses, or accesses either Black Point Road East or Black Point Road West shall include any required improvements for the respective roadway in its entirety, regardless of whether the development associated with said plat is to be accomplished in multiple phases.
- (iii) Developer shall ensure that residents whose primary access point is either Black Point Road East or Black Point West will have continued access to such roadway during construction of any related roadway improvements.
- (iv) The County will continue to own and maintain Black Point Road East and Black Point Road West until such time as ownership of said roadway is transferred to either the City, Developer, or Developer's assignee, after which time the entity chosen by the City for maintenance obligations shall be solely responsible for maintenance of said roadway, including the maintenance of any unimproved segments of said roadway.
- (v) If the City elects to accept and maintain either Black Point Road East or Black Point Road West, or both, as a public road(s), it may establish a Municipal Service Benefit Unit (an "MSBU") or similar dependent or independent taxing improvement district or unit for maintenance, at the sole discretion of the City.
- E. Additional Transportation Improvements. Developer, in consultation with

the City, shall design, plan, engineer, permit and construct any transportation improvements needed within the City right-of-way as determined by the City in order for the City to access the relocated maintenance yard, the City's Sanitary Sewer Treatment Plant/Reuse Facility, and the City's Potable Water Plant.

F. Development Access Points.

- (i) Developer shall be solely responsible for the design, planning, engineering, permitting and construction of any transportation or pedestrian improvements related to the following:
 - (a) Any and all primary, secondary and subordinate access points which directly abut the Development; and,
 - (b) Any internal roadways, sidewalks, pedestrian and bike trails, and similar transportation/mobility improvements that are internal to the Development.

G. Internal Transportation Improvement: Ownership and Maintenance.

- (i) The Bunnell City Commission shall determine how the internal transportation/mobility improvements will be owned and maintained in accordance with this Section 4(G), the timing of which is provided for herein.
 - (a) Simultaneous with the approval of the first plat for the Development, the City shall decide whether to request dedication of, and accept for ownership and maintenance, the Spine Road which is identified in the PUD as an eighty (80) foot wide right-of-way. If the City elects to accept the Spine Road as a public road, it may establish a Municipal Service Benefit Unit (an "MSBU") or similar dependent or independent taxing improvement district or unit for maintenance, at the sole discretion of the City;
 - (b) Simultaneous with all other plat approvals, on a plat-by-plat basis, and by agreement of the parties, all other internal transportation improvements will be designated as either publicly owned, privately owned, or a combination thereof. Where publicly owned, the City may elect, at the City's sole discretion, to maintain such roads through the use of an MSBU or similar entity. Where privately owned, the Developer agrees to maintain such improvements through a duly established Community Development District ("CDD") or one

or more Homeowners' or Property Owners' Association(s) ("**HOA**").

- (ii) For purposes of clarification, and notwithstanding anything herein to the contrary, following the completion of improvements to the City's transportation facilities by Developer as set forth in Sections 4(A) through 4E above, including those to Deen Road, Tolman Street, and any related improvements needed by the City for access to its maintenance and treatment facilities, the City shall own and maintain those transportation facilities in accordance with subsection 4(G).
- (iii) Internal transportation improvements shall be designed in compliance with the PUD and with the City's construction standards. Where there is a conflict between the PUD standards and the City's standards, the PUD shall control.
- (iv) Gates or controlled access facilities shall be permitted on privately owned internal roads within the Development as long as any such gates or controlled access facilities comply with the City's requirements for access by emergency services.
- H. <u>Impact Fee Credits</u>. Developer shall be entitled to dollar-for-dollar transportation impact fee credit, mobility fee credit, proportionate share credit, or similar right-of-way facility improvement credit, for all monies spent and costs incurred by Developer in association with any transportation facility improvements required pursuant to Sections 4(A), 4(B), 4(C), and 4(D) above. Developer acknowledges that no such credit is due for any transportation facility improvements required pursuant to Section 4(E) above.
- 5. <u>Land and Equipment Contributions</u>. In addition to the land contributions contemplated with the public facility improvements provided for in Sections 3 and 4 above, Developer and City will cooperate in providing the following land donations and equipment purchases:
 - A. <u>Land Donation</u>. Developer shall donate to the City a total of at least seven (7) acres of developable land within the Property (the "**Public Safety Site(s)**"), which shall be utilized by the City for public facilities such as the Bunnell Police Department, future fire/rescue services, or satellite City offices. Developer will work with the City on the location of the Public Safety Site(s).
 - (i) The Public Safety Site(s) may be one parcel or may be made up of two separate parcels one of which should be approximately three (3) to five (5) acres in size for the future fire/rescue services site, described in detail below, and one of which should be approximately two (2) to four (4) acres in size for other public facilities, as

determined by Developer and the City. If the Public Safety Site(s) are donated as two sites, the range in the sizes of the sites is the result of the fact that the sites may or may not utilize the Development's master stormwater system. In no event shall Developer be required to donate more than a total of eight (8) acres.

- (ii) The location of the Public Safety Site(s) to be used for the Fire Station, as defined below, shall be mutually agreed to by the Developer and the City. The City shall consult with the County as to the location of the Fire Station site consistent with the terms of the Interlocal Agreement, as that term is defined in Section 5(F) below. The location shall ensure access to State roads, through the Development's internal roadway network, and convenient access to the residents and business owners within the Development.
- (iii) Subject to Section 5(B) below, Developer agrees that the Public Safety Site(s) shall be "Pad Ready" which includes clearing, grading, leveling and filling the Public Safety Site(s), remediating any environmental conditions, mitigating any wetlands on site, and bringing utilities to the site. Notwithstanding anything herein to the contrary, the City acknowledges and agrees that the Public Safety Site(s) is not required to be Pad Ready until the occurrence of the earlier of the following: (i) six (6) months after the installation of water service, sanitary sewer, and electric power utilities within one thousand (1,000) feet of the property line of the Public Safety Site; or (ii) upon the completion of eighty (80%) percent of Phase 1 as defined by the PUD documents (the "Pad Ready Date"). To the extent the City requires the Developer to convey the Public Safety Site(s) prior to the Pad Ready Date, the City shall provide Developer an appropriate license to access the Public Safety Site(s) in accordance with Section 7(B) below.
- B. <u>Fire/Rescue Station Improvements</u>. Developer is obligated to construct a fire station subject to the terms and conditions set forth below:
 - (i) Developer will design, permit, and construct a 3-bay fire station building with related offices, quarters and kitchen (the "Fire Station") on the Public Safety Site(s) equivalent to Flagler County Fire Station #51 as shown in the prototypical drawing attached hereto as Exhibit
 "C" and incorporated herein ("Station #51 Specs"); this requirement does not require that the Fire Station be architecturally similar to Station #51. Developer shall obtain all necessary permits and plan approvals for the construction of the Fire Station.
 - (ii) Developer shall construct the Fire Station in accordance with the requirements of the City subject to the terms of the Interlocal Agreement, as that term is defined in Section 5(F) below.

- (iii) The costs to Developer associated with the design, permitting and construction of the Fire Station shall not exceed seven million dollars (\$7,000,000.00), in 2025 dollars (adjusted pursuant to the CPI for that year), exclusive of the land value of the Public Safety Site(s). Developer is under no obligation to construct any improvements related to the Fire Station where such costs will exceed \$7,000,000.00. Subject to the following, the City shall not be responsible for any costs associated with the design, permitting or construction of the Fire Station.
- (iv) The City may request, and Developer may, in its sole discretion, agree to construct additional improvements related to the construction of the Fire Station. In the event that the City requests and Developer agrees to construct improvements to the Fire Station that exceed \$7,000,000.00, the Parties shall memorialize such agreement in writing. Any costs in excess of \$7,000,000.00 which Developer does not agree to pay shall be the responsibility of the City.
- (v) The Fire Station will be constructed in a good and workmanlike manner in accordance with the Florida Building Code and the Station #51 Specs. In addition to its normal construction inspection procedures, upon reasonable notice to Developer, the City and County will be provided with reasonable access for oversight, testing, and inspection of the Fire Station construction. Developer warrants to the City that any materials and equipment furnished for the Fire Station shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and performed in a good and workmanlike manner. Developer further warrants to the City that all materials and equipment furnished for the Fire Station shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors.
- (vi) Developer agrees to commence vertical construction of the Fire Station on or before written notification by the County that the travel time to the boundary of the Development from the nearest existing County fire station exceeds seven (7) minutes of travel time; provided however, under no circumstances shall Developer be required to commence vertical construction of the Fire Station prior to the issuance of the 600th residential certificate of occupancy by the City for the Development, regardless of travel time. Developer, in its sole discretion, may accelerate the timing of the construction of the Fire Station.
- (vii) When Developer determines that construction of the Fire Station is substantially complete, the architect of record (the "**Architect**") shall

make a pre-final inspection accompanied by a representative of Developer and a representative of the City, or County, if so designated by the City. When the Architect and the City/County agree that the Fire Station is ready for its intended use by the City/County, Architect will prepare a "Certificate of Substantial Completion," along with a draft of punch list items to be completed or corrected. The Certificate of Substantial Completion shall establish the timeframe in which the Developer shall finish all items on the punch list. When Developer has completed the punch list, the Architect shall make a final inspection accompanied by a representative of Developer and a representative of the City/County. When the Architect and the City/County agree that all items have been completed and all corrections made, Architect will issue a "Final Certificate of Completion" certifying that construction of the Fire Station is complete. Within ninety (90) days after issuance of the Final Certificate of Completion, Developer shall furnish the City/County with a copy of as-built drawings for the Fire Station. After the Final Certificate of Completion is issued the Developer shall execute and deliver to the City/County a bill of sale for the Fire Station and all associated warranties. Upon receipt and acceptance of the bill of sale, the City/County shall take ownership and control of the Fire Station. Developer shall obtain and assign to the City/County all express warranties given to Developer or any contractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Fire Station. Any applicable warranties shall commence on the date the Final Certificate of Completion and the Certificate of Occupancy have been issued.

- (viii) The City agrees that it is the City's, or County's, if so designated by the City, sole responsibility to maintain and operate the Fire Station upon the issuance of a Certificate of Occupancy by the City.
- C. <u>Donation for Fire/Rescue Equipment</u>. No later than the commencement of vertical construction of the Fire Station, Developer shall contribute three million dollars (\$3,000,000.00) in 2025 dollars (adjusted pursuant to the CPI for that year) to the City, which may, at the City's sole option, be transferred by the City to the County, for the purchase of emergency service vehicles and equipment for exclusive use in association with the Fire Station at the Public Safety Site(s) associated therewith (the "**Equipment Donation**"). Developer, in its sole discretion, may choose to pay the Equipment Donation to the City at any time following execution of this Agreement.
- D. <u>Impact Fee Credit</u>. Developer shall receive dollar-for-dollar development contribution or impact fee credits in accordance with City Ordinance No. 2020-06, Section 163.31801, Florida Statutes (2025), and the terms set forth below, for the donation of the Public Safety Site(s), the construction of the Fire Station and the Equipment Donation (the "Fire Rescue Impact Fee

Credit"). Developer shall be entitled to Impact Fee Credit for all costs associated with the planning, design, engineering, permitting, clearing, grading, and the purchase of supplies and fixtures, required for the construction of the Fire Station. The amount of Developer's Fire Rescue Impact Fee Credit shall be determined as follows:

- For the donation of the Public Safety Site(s) Developer shall be (i) entitled to Fire Rescue Impact Fee Credit equal to the fair market value of the land compromising the parcel or parcels donated to the City as the Public Safety Site(s). If the Public Safety Site(s) is comprised of only one (1) parcel, credit for the Fire Rescue Impact Fee Credit shall occur simultaneously with the donation of the parcel. If the Public Safety Site(s) is comprised of two (2) sites, then credit for the Fire Rescue Impact Fee Credit shall occur simultaneously with the donation of each individual parcel, respectively. Developer shall submit to the City a written appraisal of the fair market value of the parcel or parcels prepared by an M.A.I. Appraiser. In the event the City disagrees with the appraised value, the City may engage another M.A.I. Appraiser at the City's expense and the value shall be an amount equal to the average of the two appraisals. If either party does not accept the average of the two appraisals, a third appraisal shall be obtained, with the cost of said third appraisal being shared equally by the City and Developer. The third appraiser shall be selected by the first two appraisers and the third appraisal shall be binding on the Parties.
- (ii) For the construction of the Fire Station Developer shall be entitled to Fire Rescue Impact Fee Credit within thirty (30) calendar days of the following two events occurring:
 - (a) approval by the City of the vertical construction plans for the Fire Station; and
 - (b) the submittal by Developer of documentation of the estimated costs of construction of the Fire Station certified by a professional Architect and/or Engineer; and
- (iii) For the Equipment Donation Developer shall be entitled to Fire Rescue Impact Fee Credit simultaneously with the payment of the Equipment Donation.
- E. <u>Development Contribution Credit Agreement</u>. This Agreement together with such written confirmations, as noted above, by the City shall constitute a Development Contribution Credit Agreement as contemplated by Section 8 of City Ordinance 2020-06, and any amendments thereto.

- F. Interlocal Agreement Regarding Fire/Rescue Station Improvements and Fire/Rescue Equipment. The City and the County have entered into that certain Interlocal Agreement for Merger of Fire Services recorded on October 3, 2017, as Instrument No. 2017034246 in Official Records Book 2232, Page 1977, of the Public Records of Flagler County, Florida (the "Interlocal Agreement") addressing the provision of fire rescue services throughout the County. The Parties anticipate that the City and County may amend the existing Interlocal Agreement to include this Development and this Agreement. In the event the Interlocal Agreement is amended, where this Agreement and the Interlocal Agreement conflict with regard to any of the provisions related to Sections 5.A. through 5.E. of this Agreement, then the provisions of the Interlocal Agreement as amended shall control.
- G. <u>Solid Waste Contribution</u>. Developer has agreed to make a solid waste contribution to the City of up to Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00) in 2025 dollars (adjusted pursuant to the CPI for that year) (the "**Solid Waste Contribution**"), which shall be made to the City prior to the City's issuance of the first (1st) residential certificate of occupancy within the Development. The City shall utilize the Solid Waste Contribution as follows:
 - (i) purchasing one (1) waste collection vehicle compatible with the existing fleet of garbage trucks, the cost of which shall not exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00);
 - (ii) and/or purchasing a nexus study to analyze and recommend solid waste assessment impact fees for said public service the cost of which shall not exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) in 2025 dollars (adjusted pursuant to the CPI for that year); provided, that (a) the study shall be procured through the City's Request for Proposals ("RFP") process; (b) the Developer shall have the opportunity to provide input in the RFP criteria; and (c) Developer will be provided an opportunity to participate as a member of the public in the RFP process to ensure transparency and fairness; and/or
 - (iii) purchasing other solid waste equipment deemed necessary by the City and mutually agreed upon between the City and Developer to provide adequate solid waste public service to the Development.

The City agrees that the Developer shall receive a credit of Five Hundred Thousand and No/100 Dollars (\$500,000.00) of the Solid Waste Contribution as a dollar-for-dollar development contribution or impact fee credit at the time any public service or solid waste assessment fee is implemented by the City and as provided for in Section 163.31801, Florida Statutes (2025).

- H. Additional Land Conveyances. To the extent additional land is conveyed and donated to the City for expansion of the City's wastewater treatment plant or for the reclaimed water system, Developer shall receive dollar-for-dollar development contribution or impact fee credits in accordance with City Ordinance No. 2020-06 and as provided for in Section 163.31801, Florida Statutes (2025). Developer will work with the City on the location of said sites.
- 6. Affordable Housing. Developer agrees to set aside ten percent (10%) of the single-family residential units within each phase of the Development, to be disbursed evenly throughout the neighborhoods (the "Affordable Units") as available for sale in fee to persons who qualify and receive assistance under Flagler County's Local Housing Assistance Plan (the "LHAP"), or a similar program administered by Flagler County ("Qualified Buyers"). The determination as to whether a buyer meets the requirements of the LHAP program and is thus a Qualified Buyer shall be made solely by the Flagler County Department of Health and Human Services, or any such successor department. Multi-family residential rental units shall not be included in the ten percent (10%) set-aside.
 - A. <u>Location and Style</u>. The Affordable Units shall be dispersed throughout the various neighborhoods within the Development and shall be constructed with the same architectural style and building standards as all other homes within the same neighborhood.
 - B. <u>The Restrictive Covenant</u>. Developer shall record a restrictive covenant over each Affordable Unit which shall restrict the resale of the unit to Qualified Buyers for a period of thirty (30) years from the date of the first sale of such unit (the "**Restrictive Covenant**").
 - (i) The Restrictive Covenant shall be recorded in the Public Records of Flagler County, Florida prior to the first (1st) sale of any platted lot intended to include an Affordable Unit. The Restrictive Covenant shall be a covenant running with the title to and binding upon the real property including the Affordable Units and any transfer, conveyance, mortgage, or other encumbrance of any interest therein shall be expressly subject to and deemed to reference the Restrictive Covenant and its recorded data. Each time an Affordable Unit is sold, conveyed, or otherwise disposed of, the applicable lot shall be sold subject to the Restrictive Covenant. The City shall have the right to enforce the Restrictive Covenant during the Restricted Period.
 - (ii) Notwithstanding anything herein to the contrary, where an Affordable Unit or a lot set aside for an Affordable Unit is listed for sale for a price that is at or less than the fair market value and remains unsold to a Qualified Buyer for a period of not less than twelve (12) months after being listed by a real estate agent, or as otherwise required by state or federal law, whether for first sale or resale, the Restrictive

Covenant shall automatically be deemed null and void and such unit can subsequently be sold to any buyer from that point in time forward. Developer or its successor shall record a document in the Public Records of Flagler County, Florida acknowledging that the Restrictive Covenant is null and void as to that unit or shall otherwise revoke the Restrictive Covenant for that unit.

7. <u>City's Obligations</u>.

- A. <u>Permitting & Authorizations</u>. The City agrees to timely process all applications, permits, certificates of occupancy and other authorization requests submitted by or on behalf of Developer, its successors or assigns, in a reasonable manner, consistent with the Comprehensive Plan, the executed PUD as amended from time-to-time, and all applicable federal, state and local laws.
- B. <u>License, Easement or Approval for Construction of Improvements</u>. The City hereby agrees to grant Developer any and all such licenses, easements, or similar documents needed in order to allow Developer to construct any public facility improvement contemplated under Section 3 of this Agreement upon City property, if applicable.
- C. Operation, Maintenance & Ongoing Reporting/Certifications. The City agrees that it is the City's sole responsibility to maintain and operate the services dedicated to it and maintain updated monitoring, certifications, inspections, and reporting as may be required and related to all potable water, sanitary sewer, reclaimed water, solid waste removal, and City owned transportation improvements following completion of construction and acceptance by the City of same under this Agreement.
- D. <u>Developer Impact Fee Credits</u>. The City acknowledges that pursuant to Section 163.31801, Florida Statutes (2025), and Section 30-538, LDC, Developer is entitled to dollar-for-dollar credits against any impact fee imposed by the City for the donation of land or equipment, or the construction of capital facilities required pursuant to a development permit or made voluntarily in connection with capital facilities impact construction. The City and Developer will enter into a developer contribution credit agreement/impact fee credit agreement consistent with Section 163.31801, Florida Statutes (2025) and Section 30-538, LDC, which shall provide for impact fee vouchers.
- 8. **Firewise Community Standards.** Developer will endeavor to make every effort to meet or exceed the National Fire Protection Association (NFPA) Firewise Community Standards for construction within the Development.
- 9. **Necessity to Obtain Permits.** Developer acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned

herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve Developer or any successors or assigns of the necessity of complying with federal, state and other local permitting requirements, conditions, terms or restrictions as may be applicable.

- 10. <u>Agreement Consistent with Comprehensive Plan and Section</u> 163.3180, Florida Statutes (2025). The City hereby acknowledges and agrees that (i) the Development is consistent with Florida Statutes and with the City's Comprehensive Plan and LDC, (ii) that the City's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan, and that the Development described herein will be governed by the duly executed PUD documents.
- 11. <u>Successors and Assigns.</u> This Agreement runs with the Property, and the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. When Developer is used in this Agreement, it includes Developer and any successors and assigns owning any rights to the Property, which successors and assigns will jointly and severally assume all of Developer's obligations set out in the Agreement, unless the obligations have been fully discharged. Payments or credits due from the City pursuant to the terms of this Agreement will be disbursed or assigned to Developer, its successors and assigns in ownership of the Property. The obligations and entitlements of Developer may be assigned to one or more parties including, without limitation, developers, builders, property owners' associations, or to one or more community development districts, upon written notice to the City.
- Applicable Law: Jurisdiction and Venue. This Agreement and the rights 12. and obligations of the City and Developer under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2025). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in the circuit court of and for Flagler County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Developer or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of any portion of the Property.
- 13. <u>Police Power and Sovereign Immunity Not Waived</u>. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory authority and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall

be construed as a waiver of or attempted waiver by the City of its Sovereign immunity under the constitution and laws of the State of Florida.

- 14. <u>Joint Preparation.</u> Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 15. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.
- 16. <u>Captions or Paragraph Headings.</u> Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.
- 17. <u>Counterparts.</u> This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.
- 18. <u>Effective Date and Recordation.</u> This Agreement shall become effective upon the effective date of the Large-Scale Comprehensive Plan Amendment to amend the Future Land Use Map for the Property (Ordinance No. 2024-09) (the "Effective Date").
- 19. <u>Entire Agreement</u>. This Agreement, including any such other agreements referenced herein and the attachments included hereto, embodies the entire understanding of the Parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the Parties are merged herein. The making, execution and delivery of this Agreement by all Parties have been induced by no representations, statements, warranties or agreements that are not expressed herein.
- 20. <u>Amendment.</u> This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.
- 21. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the Parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.
 - 22. **Authority.** Each party represents and warrants to the other party that it has

all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, and that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be.

23. <u>Notices.</u> All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. Any notices or reports required by this Agreement shall be sent to the following:

For the City: City Manager

City of Bunnell

2400 Commerce Pkwy

P.O. Box 756

Bunnell, Florida 32110

With copy to: City Attorney

City of Bunnell

Attn: Paul Waters, Esq. Vose Law Firm LLP 324 W. Morse Boulevard Winter Park, Florida 32789

paul@voselaw.com

For Developer: Northeast Florida Developers, LLC

Attn: Chad Grimm

Attn: John Latshaw, Esq.

4651 Salisbury Road, Suite 330 Jacksonville, Florida 32256

chad@newleafci.com jlatshaw@newleafci.com

With a copy to: Rogers Towers, P.A.

Attn: Emily G. Pierce, Esq. Attn: Courtney P. Gaver, Esq. 1301 Riverplace Boulevard

Suite 1500

Jacksonville, Florida 32207

epierce@rtlaw.com cgaver@rtlaw.com

- 24. **Indemnification.** Subject to the limitations and provisions of Section 768.28, Florida Statutes, which limitations are not expanded, altered, or waived herein, the City hereby agrees to indemnify, defend and hold harmless Developer, its affiliated or related companies and its directors, officers, shareholders, members, employees, affiliates, assigns and successors (collectively the "Indemnified Party"), from any losses, claims, liabilities, demands, damages, expenses or causes of action (including reasonable costs of investigation and attorneys' fees) incurred or sustained or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with: (i) any breach of any representation or warranty of the City contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of the City under this Agreement or under applicable law; (iii) any act, error or omission that results in a claim or enforcement action by any federal or state permitting agency; or (iv) any act, error or omission, or recklessness on the part of the City or those under its control that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the City's performance under this Agreement or relating to any and all improvements constructed or otherwise implemented as required by this Agreement, except to the extent caused by the gross negligence or intentionally wrongful actions of Developer. The provisions set forth in this Section shall survive the termination of this Agreement.
- 25. **Severability.** If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with the law and the public interest.

Default and Remedies.

- A. <u>Event of Default</u>. It shall be an event of default hereunder if either Party fails to perform its obligations hereunder or fails to abide by any of its promises and covenants hereunder (an "Event of Default"). Notwithstanding the foregoing, Developer's failure to timely complete construction of any improvement shall not be deemed an Event of Default if Developer provides Performance Security (as hereinafter provided) and the City shall continue to issue any development permits required under this Agreement.
- B. <u>Notice, Cure.</u> No Event of Default as to any provision of this Agreement shall be claimed or charged by either Party against the other until notice thereof has been given to the defaulting Party in writing, and such default remains uncured for a period of sixty (60) days after such notice as determined by the non-defaulting Party.
- C. <u>Development Permits</u>. If Developer fails to timely cure an Event of Default as set forth in Section 26(B) above, and Developer elects not to post

Performance Security as set forth in subparagraph D below, the City shall be entitled to cease issuance of building permits, certificates of occupancy, and similar development permits for any development within the PUD ("Development Permits") until such time as the Event of Default is determined to be cured by the City or the default has otherwise been addressed pursuant to the remedies set forth in Section 26(E) below. This subparagraph does not entitle the City to revoke, nor will the City revoke, any validly issued Development Permit held by Developer, its successors and assigns, at the time of default. If Developer posts Performance Security pursuant to Section 26(D) below, the City shall continue to issue Development Permits for development within the PUD.

D. <u>Performance Security</u>. Notwithstanding anything herein to the contrary, if Developer is unable to complete construction of any improvements needed to meet the required level of service for a proposed building, the City shall not issue a Certificate of Occupancy for a residential use or a Certificate of Use for a non-residential use for the building until such time as Developer demonstrates that adequate service is fully in place to serve the subject building.

E. Remedies.

- (i) Mediation. Should either party assert an Event of Default which remains uncured for more than sixty (60) days, the Parties will attempt in good faith to resolve by mediation any controversy or claim arising out of or relating to such Event of Default prior to commencement of any litigation. If the Parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Seventh Judicial Circuit of the State of Florida upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within thirty (30) days after the mediator is selected unless the Parties both agree to an extended mediation time period.
- (ii) <u>Litigation</u>. If the Parties are unable to resolve the controversy or claim through mediation, each party shall have the right to pursue all available remedies at law or in equity, including, but not limited to the right to seek specific performance as to any provision of this Agreement.
- 27. <u>Advertising and Recording</u>. Developer will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes. Within fourteen (14) days after the execution of this Agreement by the Parties, Developer, Owner, and the City shall execute and record a Memorandum of Agreement in the Public Records of Flagler County, Florida memorializing certain terms hereof in substantially the form as attached hereto as <u>Exhibit "D"</u>, the cost of which recording shall be Developer's responsibility,

- 28. <u>Benefits to City</u>. The City hereby acknowledges and agrees that this Agreement substantially benefits the City in carrying out its objective to provide certainty in planning and schedule for capital improvements to provide facilities to meet the needs of the City residents and visitors.
- 29. **Force Majeure.** If the performance by either party or of any of its construction development obligations hereunder is delayed by acts of God, inclement weather, natural disaster, terrorist activity, health epidemics, pandemic strikes, labor disputes, war, civil commotion, accidents, industry-wide shortages of, or inability to obtain, labor or materials or any other event or condition beyond the reasonable control of such party ("**Force Majeure**"), then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days. Financial matters and payments, and performance of obligations of the Parties not related to performing development work or making payments pursuant to this Agreement shall not be the subject of Force Majeure.
- 30. **Conflict.** The Parties agree that in the event of any conflict between the provisions of the Agreement and the provisions of the duly executed PUD documents, the provisions of the PUD, as amended from time to time, governing development of the Property, shall supersede and prevail.

APPROVED this day of Bunnell, Florida.	, 2025, by the City of
	CITY OF BUNNELL, FLORIDA
	Catherine D. Robinson, Mayor
ATTEST:	Approved as to Form:
Kristen Bates, MMC, City Clerk	Vose Law Firm, City Attorney
Seal:	

WITNESSES:	JM PROPERTIES X, LLC, a Florida limited liability company [OWNER]
	By:
Witness 1	Name:
Print Name of Witness 1	 Title:
Address of Witness 1	Date:
Witness 2	
Print Name of Witness 2	
Address of Witness 2	
WITNESSES:	NORTHEAST FLORIDA DEVELOPERS LLC, a Florida limited liability company [DEVELOPER]
Witness 1	 By:
Print Name of Witness 1	Name:
	Title:
Address of Witness 1	Date:
Witness 2	
Print Name of Witness 2	
Address of Witness 2	

EXHIBIT "A"

Legal Description of the Property

A PARCEL OF LAND LYING IN SECTION 8 OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, AND ALSO LYING IN SECTION 15, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF BUNNELL DEVELOPMENT COMPANYS LAND AS RECORDED IN MAP BOOK 1, PAGE 1, AND ALSO SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST A PORTION OF WHICH LIES IN SAID BUNNELL DEVELOPMENT COMPANYS LAND, SECTION 17, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY LAND, SECTION 18, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF SAID ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, SECTIONS 20, 21, AND 22, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND, AND ALSO LYING IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, PORTIONS OF WHICH LIE IN ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION AND CRESCENT SHORES SUBDIVISION AS RECORDED IN MAP BOOK 2, PAGE 17, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY **DESCRIBED AS FOLLOWS:**

AS A POINT OF REFERENCE, COMMENCE AT A NAIL AND DISK LABELED "WILCOX LS2238", MARKING THE NORTHWEST CORNER OF SAID SECTION 15, TOWNSHIP 12 SOUTH, RANGE 30 EAST AND BEAR S01°43'06"E ALONG THE WESTERLY LINE OF SECTION 15 A DISTANCE OF 25.00' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD(A 50' PUBLIC RIGHT-OF-WAY), AND TO THE NORTHWEST CORNER OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (15-12-30-0850-000B0-0040) BEING THE POINT OF BEGINNING OF THIS DESCRIPTION.

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD ALSO BEING THE NORTHERLY LINE OF SAID LANDS REFERENCED IN PARCEL ID: (15-12-30-0850-000B0-0040), N89°53'29"E A DISTANCE OF 132.21'; THENCE DEPARTING SAID RIGHT-OF-WAY S01°39'01"E A DISTANCE OF 434.34'; THENCE N89°52'35"W A DISTANCE OF 17.83'; THENCE S01°38'50"E A DISTANCE OF 200.36'; THENCE N89°42'16"E A DISTANCE OF 574.18'; THENCE S01°34'38"E A DISTANCE OF 285.74'; THENCE N89°42'16"E A DISTANCE OF 306.03'; THENCE A DISTANCE OF S01°30'16"E 42.66'; THENCE N89°36'43"E A DISTANCE OF 330.97'; THENCE A DISTANCE OF S01°25'57"E A DISTANCE OF 1639.22' TO THE NORTHERLY LINE OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL

ID: (15-12-30-0650-000C0-0042); THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ID: (15-12-30-0650-000C0-0042) N89°08'44"E A DISTANCE OF 164.44': THENCE A DISTANCE OF S01°21'46"E A DISTANCE OF 1302.31'; THENCE N88°24'21"E A DISTANCE OF 44.66' TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11(SR11); THENCE ALONG THE SAID WESTERLY LINE OF SR11 S39°21'05"W A DISTANCE OF 1742.76' TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE CONTINUE S39°21'05"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 A DISTANCE OF 647.22' TO THE EASTERLY LINE OF SECTION 21. TOWNSHIP 12. SOUTH, RANGE 30 EAST: THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S39°21'05"W A DISTANCE OF 3753.88' TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY: THENCE ALONG THE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 011°11'10", A RADIUS OF 5807.06', A LENGTH OF 1133.46', A CHORD BEARING OF S33°45'35"W AND A CHORD DISTANCE OF 1131.66' TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 S28°10'05"W A DISTANCE OF 951.54' TO THE SOUTHERLY LINE OF SAID SECTION 21, AND THE SOUTHERLY LINE OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (21-12-30-0000-01010-0010); THENCE ALONG THE SOUTHERLY LINE OF SECTION 21, S88°42'07"W A DISTANCE OF 1983.84' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE ALONG THE WESTERLY LINE OF SECTION 21 N01°44'23"E A DISTANCE OF 3242.53' TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE S89°13'30"W A DISTANCE OF 1994.32' TO THE LANDS OCCUPIED BY JOYCE WALLACE, OR 2173, PG 1759; THENCE N00°27'07"W A DISTANCE OF 672.43'; THENCE N88°53'32"E A DISTANCE OF 460.30'; THENCE N00°59'31"E A DISTANCE OF 661.67'; THENCE S88°54'19"W A DISTANCE OF 1266.54' TO THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE CONTINUE S88°54'19"W A DISTANCE OF 1315.79'; THENCE S01°06'12"E A DISTANCE OF 1322.07': THENCE S89°13'30"W A DISTANCE OF 657.42' TO THE SOUTHEAST CORNER OF TRACT 8, BLOCK B, OF SECTION 20, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N01°16'04"W ALONG THE EASTERLY LINE OF SAID TRACT 8, A DISTANCE OF 638.83': THENCE N89°01'18"W ALONG THE NORTHERLY LINE OF TRACT 8, A DISTANCE OF 660.43' TO THE CENTERLINE OF WEST BLACK POINT ROAD, A 50' MAINTAINED PUBLIC RIGHT-OF-WAY: THENCE N01°12'21"W ALONG THE CENTERLINE OF WEST BLACK POINT ROAD. A DISTANCE OF 1977.10' TO THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST. ST JOHNS DEVELOPMENT COMPANY SUBDIVISION; THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18,

N01°40'52"E A DISTANCE OF 19.90'; THENCE DEPARTING THE CENTERLINE OF WEST BLACK POINT ROAD AND THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18, N84°12'43"W A DISTANCE OF 1569.58'; THENCE S22°06'08"W A DISTANCE OF 223.70' TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE S88°59'14"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 986.38' TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 18; THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 18 S88°59'14"W A DISTANCE OF 2631.80' TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION: THENCE S89°46'37"W ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 2615.38' TO THE EASTERLY LINE OF COUNTY ROAD 65(FORMERLY DEAN ROAD PER SAID CRESCENT SHORES SUBDIVISION PLAT), AN 80' MAINTAINED PUBLIC RIGHT-OF-WAY: THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 65, N00°48'58"W A DISTANCE OF 2634.39' TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID CRESCENT SHORES SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 13: THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N00°50'16"W A DISTANCE OF 655.12' TO AN INTERSECTION WITH THE NORTHERLY LINE OF CRESCENT SHORES SUBDIVISION; THENCE DEPARTING THE RIGHT-OF-WAY LINE N89°22'31"E A DISTANCE OF 620.87'; THENCE N02°04'51"W A DISTANCE OF 656.30'; THENCE N89°17'01"E A DISTANCE OF 1162.49'; THENCE N01°21'44"W A DISTANCE OF 1301.32' TO THE SOUTHERLY LINE OF COUNTY ROAD 302(CR302), A 95' PUBLIC RIGHT-OF-WAY; THENCE ALONG THE SAID SOUTHERLY LINE OF CR302, N89°32'29"E A DISTANCE OF 647.15' TO A POINT AT AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, SAID POINT LYING AT A DISTANCE OF 20.23' AND AT A BEARING OF S05°56'43"E OF A 6x6 CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 18; THENCE N89°37'36"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 A DISTANCE OF 226.40' TO AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 PER FLAGLER COUNTY PROPERTY APPRAISERS OFFICE: THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302, S00°45'47"E A DISTANCE OF 1329.37'; THENCE N88°12'58"E A DISTANCE OF 656.83' TO THE SOUTHWEST CORNER OF THE LANDS OCCUPIED BY CHARLIE BEMBRY, REFERENCED BY FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00040-0010); THENCE CONTINUE N88°12'58"E, ALONG THE SOUTHERLY LINE OF BEMBRY'S, A DISTANCE OF 349.68'; THENCE N00°45'26"W ALONG THE EASTERLY LINE OF BEMBRY'S A DISTANCE OF 12.66'

TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18: THENCE N89°19'01"E A DISTANCE OF 966.42' TO THE SOUTHEAST CORNER OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00030-0020); THENCE N00°54'32"E ALONG THE EASTERLY LINE OF SAID LANDS A DISTANCE OF 1286.40' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302: THENCE N89°37'36"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 372.38'; THENCE N21°21'23"E A DISTANCE OF 33.00'; THENCE N89°37'36"E A DISTANCE OF 158.57' TO A NON-RADIAL INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY, IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100(SR100, A 100' RIGHT-OF-WAY AT PRESENT); THENCE ALONG THE CURVE TO THE LEFT BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 SAID CURVE HAVING A DELTA OF 008°35'47", A RADIUS OF 5779.65', A LENGTH OF 867.16', A CHORD BEARING OF S81°21'35"E, AND A CHORD DISTANCE OF 866.35' TO A POINT OF TANGENCY IN THE SAID RIGHT-OF-WAY LINE; THENCE CONTINUE ALONG THE RIGHT-OF-WAY OF SR100 S85°39'29"E A DISTANCE OF 1284.36' TO LANDS OF THE POLONIA SOCIETY AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (07-12-30-5550-00160-0030) AND TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION AS NOW IN USE: THENCE DEPARTING THE RIGHT-OF-WAY OF SR100 S00°09'41"W ALONG SAID WESTERLY LINE OF SECTION 8 A DISTANCE OF 479.76' TO THE SOUTHERLY LINE OF THE POLONIA SOCIETY LANDS; THENCE S89°45'41"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 720.47' TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID LANDS; THENCE N00°41'17"W ALONG THE EASTERLY LINE OF SAID LANDS OF THE POLONIA SOCIETY A DISTANCE OF 428.70' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE S85°39'29"E ALONG THE RIGHT-OF-WAY LINE OF SR100 A DISTANCE OF 1326.32' TO AN INTERSECTION WITH THE WESTERLY LINE OF BLOCK 14, TRACT 1, SECTION 8, ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, ALSO BEING THE NORTHWEST CORNER OF LANDS AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00140-0000); THENCE S00°42'49"E ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 300.13' TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS COMPANYS SUBDIVISION: THENCE ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, N88°35'17"E A DISTANCE OF 1320.49' TO A 4x4 CONCRETE MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 17: THENCE N89°27'03"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 662.91' TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1649 AS

REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0035); THENCE S01°00'11"E ALONG SAID WESTERLY LINE A DISTANCE OF 44.86' TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS S85°39'50"E A DISTANCE OF 254.42' TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1651, AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0032); THENCE CONTINUE S85°39'50"E ALONG THE SOUTHERLY LINE OF SAID LANDS A DISTANCE OF 270.82' TO THE EASTERLY LINE OF SAID LANDS; THENCE N00°55'58"E ALONG SAID EASTERLY LINE, A DISTANCE OF 135.47' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100: THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE S85°39'29"E A DISTANCE OF 138.69'; THENCE DEPARTING THE RIGHT-OF-WAY LINE S00°51'24"E A DISTANCE OF 34.05' TO SAID NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 17; THENCE ALONG SAID NORTHERLY LINE N89°27'03"E A DISTANCE OF 397.59' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE RIGHT-OF-WAY LINE OF SR100 S85°39'23"E A DISTANCE OF 86.59' TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF 004°54'50", A RADIUS OF 11,509.19'; A LENGTH OF 987.07', A CHORD BEARING OF S88°06'54"E, AND A CHORD DISTANCE OF 986.77': THENCE N89°25'41"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100 A DISTANCE OF 1778.54' TO THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF TRACT 2, BLOCK B, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SR100: THENCE CONTINUE ALONG THE SOUTHERLY RIGH-OF-WAY LINE OF SR100 N89°25'41"E A DISTANCE OF 66.42' TO THE NORTHWEST CORNER OF LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753 AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (16-12-30-0650-000B0-0020); THENCE ALONG THE WESTERLY LINE OF SAID LANDS, S01°45'35"E A DISTANCE OF 609.33'; THENCE N89°24'00"E A DISTANCE OF 658.42' TO THE EASTERLY LINE OF SAID LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753; THENCE N01°43'51"W A DISTANCE OF 610.14' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE N89°25'41"E A DISTANCE OF 19.40' TO THE WESTERLY LINE OF LOT 8, BLOCK 1, BUNNELL GARDENS: THENCE DEPARTING THE RIGHT-OF-WAY LINE S01°58'41"E A DISTANCE OF 79.38'; THENCE N88°57'01"E A DISTANCE OF 102.38'; THENCE N01°58'01"W A DISTANCE OF 78.53' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100: THENCE ALONG SAID RIGHT-OF-WAY LINE N89°25'41"E A DISTANCE OF 649.03' TO A POINT OF CURVATURE. CONCAVE NORTHWESTERLY: THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 012°21'59", A RADIUS OF 1482.68', A LENGTH OF 320.02', A CHORD BEARING OF N83°15'40"E AND A

CHORD DISTANCE OF 319.40' TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD, A 50' PUBLIC RIGHT-OF-WAY; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD N88°56'33"E A DISTANCE OF 1526.50' TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PARCELS AS REFERENCED BY FLAGLER COUNTY:

17-12-30-0650-000D0-0010 ~ 5.2401 ACRES MORE OR LESS

17-12-30-0650-000D0-0011 ~ 5.2711 ACRES MORE OR LESS

20-12-30-0650-000A0-0010 ~ 16.1628 ACRES MORE OR LESS

17-12-30-0650-000B0-0000 ~ 5.706 ACRES MORE OR LESS (ALBERT)

18-12-30-5550-00120-0031 ~ 4.9726 ACRES MORE OR LESS (BUBBA)

18-12-30-5550-00120-0030 ~ 4.9772 ACRES MORE OR LESS (RHONDA)

13-12-29-1250-00100-0400 ~ 0.1256 ACRES MORE OR LESS (SCOTTS)

ALSO, LESS AND EXCEPT THE FOLLOWING:

LESS OVER 27 ACRES FOR ROADS AND RIGHTS-OF-WAYS INCLUDING DEEN ROAD, STATE ROAD 11, COUNTY ROAD 80, COUNTY ROAD 65, COUNTY ROAD 302, STATE ROAD 100(STATE ROAD 20), COUNTY ROAD 5 WEST(WEST BLACK POINT ROAD), BLACK POINT ROAD, EAST BLACK POINT ROAD AND VARIOUS OTHER ACCESS EASEMENTS AS RECORDED IN PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SUBJECT TO EASEMENTS AND ROAD RIGHTS-OF-WAYS AS RECORDED IN BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 7, AND ALSO AS RECORDED IN BUNNELL GARDENS, MAP BOOK 2, PAGE 6, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN CRESCENT SHORES, MAP BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A 300' WIDE POWER LINE EASEMENT ENCUMBERING 71.3435 ACRES, AND VARIOUS OTHER ENCUMBERING INSTRUMENTS FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B" City's Potable Water Plant



EXHIBIT "C"

County Fire Station #51

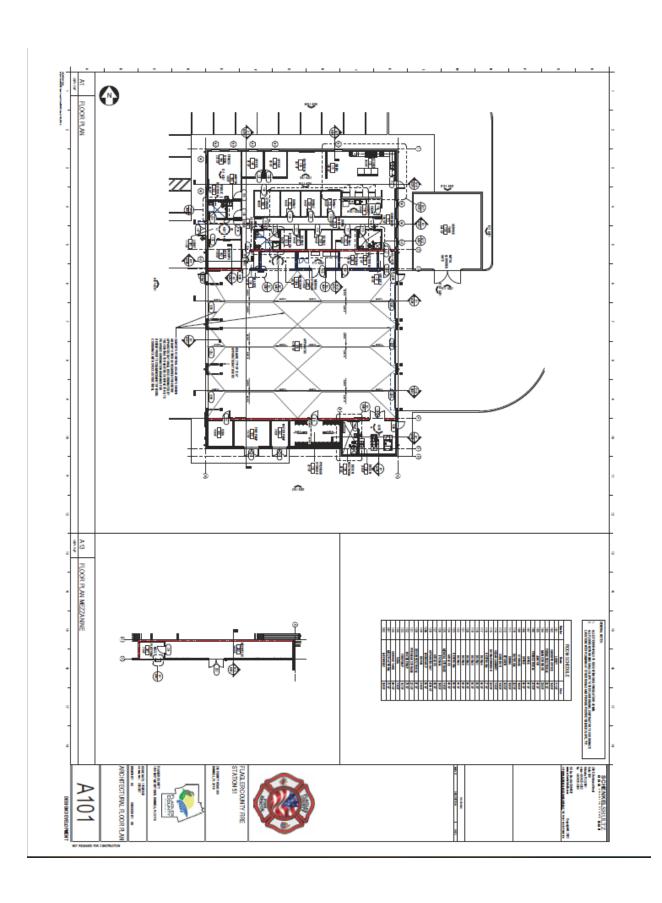


EXHIBIT "D"

Form of Memorandum of Developer's Development Agreement

RECORD AND RETURN TO:
MEMORANDUM OF AGREEMENT
This Memorandum of Agreement is dated as of the day of, 2025, by and between NORTHEAST FLORIDA DEVELOPERS LLC, a Florida limited liability company ("Developer"), and CITY OF BUNNELL FLORIDA, a political subdivision of the State of Florida (the "City"), (Developer and City may be collectively referred to as the "Parties"), as joined in by JM PROPERTIES X LLC, a Florida limited liability company (the "Owner").
Developer, City, and Owner hereby give notice to all persons interested in the title to the lands described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property") that, pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes, the Parties have executed and delivered to each other that certain Developer's Development Agreement having an effective date of, 2025 (the "Development Agreement"), which Development Agreement inter alia provides for conditions, terms and restrictions imposed and incident to development of the Property. The Development Agreement is binding upon the successor, assigns, and successors in title of Owner and shall be a covenant running with the land described herein. A copy of the Development Agreement is available with the City Clerk.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first above written.