



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 1/3/2025 Amount:
Department: Community Development Account #:
Subject: Ordinance 2025-02: Requesting to amend the Official Zoning Map of the City of Bunnell, by Ordinance, for 2,787+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural & Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District". - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base, Organizational Excellence, Infrastructure

ATTACHMENTS:

Description	Type
Ordinance 2025-02 Reserve at Haw Creek PUD Rezoning	Ordinance
Reserve at Haw Creek Planned Unit Development Agreement	Exhibit
PUD Exhibit "A" - Reserve at Haw Creek Planned Unit Development Criteria	Exhibit
PUD Exhibit "B" - Property Boundary Legal Description with Survey	Exhibit
PUD Exhibit "C" - Reserve at Haw Creek Master Conceptual Plan	Exhibit
PUD Exhibit "D" - Greenspace and Park Space Distribution	Exhibit
PUD Exhibit "E" - Reserve at Haw Creek Zone Map	Exhibit
Business Impact Statement	Report

Summary/Highlights:

This is a request to amend the Official Zoning Map of the City of Bunnell for 2,787+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural & 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 June 23, 2025.

In accordance with the City's notification procedures 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 May 22, 2025. Signs detailing the date, time, and location

were posted adjacent to the subject property on May 28, 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 "R-1, Single Family Residential District" and "AG&S, Agricultural & Silviculture District" to the "PUD, Planned Unit Development District". With the application to rezone also comes 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 is proposed to be an integrated master planned mixed-use community including residential, commercial, light industrial, emergency support services, parks and recreation, and conservation. The community will include housing types ranging from affordable to market rate housing, consisting of attached and detached single-family residences to townhomes, garden homes, and condominiums. A village center is proposed in the eastern portion of the subject development that will provide a mixture of neighborhood and community services, retail and commercial spaces, parks and trails, public services, and amenities. The development will be adjacent to and expand the current urban core of the city.

Existing Conditions

The total land of the PUD is approximately 2,787+/- acres and abuts the following roadways and jurisdictions:

- State Road 11 (FDOT)
- State Highway 100 West (FDOT)
- County Road 302 (Flagler County)
- County Road 65 (Flagler County)
- County Road 80 (Flagler County)
- Black Point Road (Flagler County)
- East Black Point Road (Flagler County)
- West Black Point Road (Flagler County)
- Deen Road (City of Bunnell)
- Franz Court (City of Bunnell)

The land is currently zoned "AG&S, Agriculture & Silviculture District" and "R-1, Single Family Residential District". The land is mostly used for silviculture purposes; however, within the development's boundaries, there are approximately 1,200+/- acres of wetlands as indicated on the National Wetlands Inventory map. The area also contains designated Flood Zones A, AE, AE Floodway, and X. The surrounding abutting areas include single Family residential to the east, Agriculture and silviculture to the north, and rural neighborhoods to the west and south.

Proposed Conditions/Analysis

The applicant is proposing to rezone the subject property for a mixed-use community with the intention of developing between 6,000 - 8,000 dwelling units with a mixture of housing types. The development will gain access off of State Highway 100 West on five (5) different entry points,

State Road 11 on two (2) separate entry points, and County Road 302 on two (2) separate entry points. West Black Point Road, East Black Point Road, and Black Point Road will be internal to the development and will be coordinated between the developer, County, and the City when the initial platting applications are submitted.

The Reserve at Haw Creek Planned Unit Development Agreement outlines the development criteria that will be pertinent to this community as well as the process for any future amendments. The PUD outlines definitions of terms used in the development criteria, Affordable housing, Road Right-of-ways, open space and common space requirements, landscaping and buffer requirements, and more. The development as a whole will prohibit the use of mobile homes except for the use as construction trailers.

The Reserve at Haw Creek will be split up into three (3) phases with a fourth phase being developed simultaneously as the other phases. Each phase will take approximately 5 years to be completed and within each phase are pods that will be distributed to various builders to create a diverse building aesthetic. The development is also split up internally into 7 sub zoning districts that outlines the uses allowed, minimum lot sizes, setbacks, and lot coverage as well as the minimum road widths and stormwater management. The sub zoning districts are shown within Exhibit "C" of the PUD Agreement and are as follows:

- Agri-hood, Clustered (AGH-C)
- Single Family Residential (SFR)
- Single Family Residential Medium Density (SFRM)
- Multifamily Residential (MFR)
- Town Center Mixed Use (TC)
- Light Industrial (LI)
- Public

The minimum lot sizes vary by district; however, no single family detached lot will be less than 40 feet wide and 4,000 square feet in size, and no single family attached lot will be less than 18 feet wide, 1,800 square feet for interior units and 25 feet wide, 2,500 square feet for end units. Multifamily minimum lot size will be 125 feet wide and 7,000 square feet in size.

The Reserve at Haw Creek PUD contains criteria that deviates from the City's Land Development Code, specifically regarding signs, number of required parking spaces, landscaping requirements, sub-zoning districts uses and as outlined above, and whatever is not specifically stated will default to the City's Land Development Code and/or Code of Ordinances.

The applicant is donating the City approximately 10-15+/- acres of land for the use of public services such as additional Bunnell Police Department offices, public works yard, new water treatment facility, and possibly an office for an ancillary utility billing office. The applicant will also be developing and dedicating a new Wastewater Treatment Facility, Water Treatment Facility, and Water Supply Facilities to the City in exchange for impact fee credits that will not only serve the development but also make water and sewer services available to some of the rural areas in the western side of the City as development proceeds. Such arrangements will be outlined within a Statutory Development Agreement.

The Reserve at Haw Creek PUD will have adequate open space reserved and placed in conservation easements at time of platting. All common open space, such as recreational facilities and parks, will be included in each residential neighborhood to serve not only the development but for the Bunnell community as a whole. Residents of the City will have the opportunity to partake in

these facilities as they come online.

The rezoning and Planned Unit Development Agreement is consistent with the City's adopted 2035 Comprehensive Plan with the exception of a few minor amendments, such as an update to the City's Future Land Use Element, Transportation Element, and Capital Improvements Element, that will be included in the adoption of the Future Land Use amendment for the subject property. The Reserve at Haw Creek development will be subject to requirements by other agencies for the following:

- Stormwater management (St. Johns River Water Management District)
- Wetland Delineations (Florida Department of Environmental Protection and 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)
- Well and Septic private facilities (Florida Department of Health and/or Florida Department of Environmental Protection)

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 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 project and asked questions about 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 PUD 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 sign pollution 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 to include most of the PZA Board's recommendations, specifically recommendations 4,5,6, 8, and 9. Other recommendations list have been fulfilled such as recommendation #10 and #7. The traffic impact analysis, due to the file size, was unable to be included in the staff report; however, it has been

transmitted to each city commissioner at the time of the agenda publication and is able upon request.

Staff Recommendation:

Approval of Ordinance 2025-02 Requesting to amend the Official Zoning Map of the City of Bunnell, by Ordinance, for 2,787+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural & Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District". - First Reading

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2025-02

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 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.

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 44± 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.

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.

Section 9. Effective Date.

This Ordinance shall take effect upon the effective date of Ordinance 2024-09

First Reading: approved on this _____ day of _____, 2025.

Second Reading/Final Reading: adopted on this _____ day of _____ 2025.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Seal: _____
Kristen Bates, CMC, City Clerk

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 COMPANY'S SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN ST. JOHNS DEVELOPMENT COMPANY'S 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

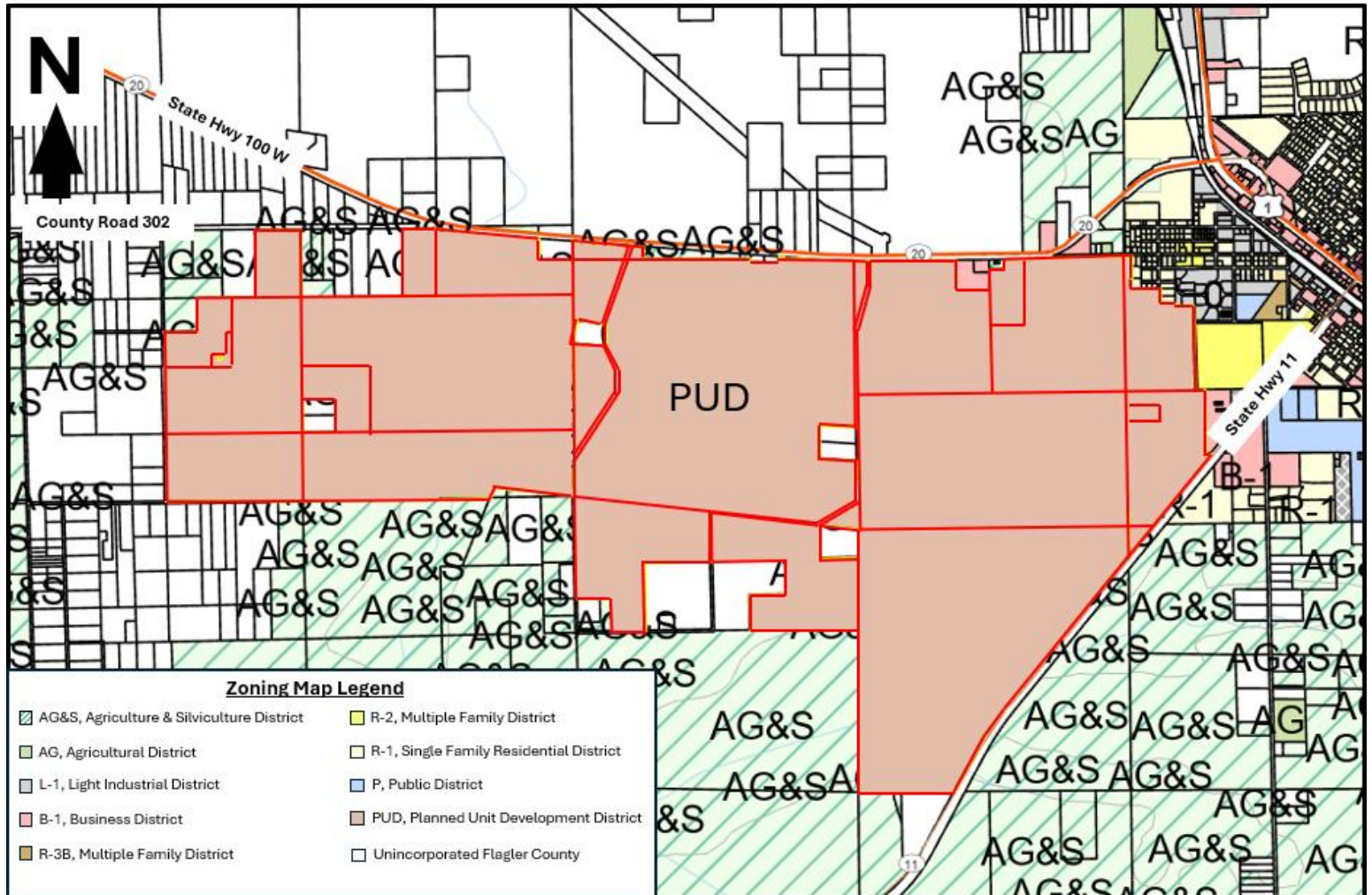


Exhibit “C”
Reserve at Haw Creek
Planned Unit Development Agreement

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 it 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-XX 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:

1. Amendments to this PUD Agreement and/or Exhibits that are necessary for compliance with the provisions of this PUD Agreement, the LDC, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process.
2. 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:

1. 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.
3. 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

Print Name of Witness 1

By:
Name:
Title:
Date:

Witness 2

Print Name of Witness 2

WITNESSES:

**[APPLICANT, IF DIFFERENT FROM
OWNER]**

Witness 1

Print Name of Witness 1

By:
Name:
Title:
Date:

Witness 2

Print Name of Witness 2

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY COMMISSION, City of Bunnell, Florida

Attest:

Kristen Bates, CMC, City Clerk

By: _____
Catherine D. Robinson, Mayor

Date signed by City: _____

Seal:

Approved for form and content by:

Vose Law Firm, City Attorney

Exhibit “A”

Reserve at Haw Creek Planned Unit Development Criteria

TABLE OF CONTENTS

I.	SUMMARY DESCRIPTION OF THE PROPERTY	2
II.	SUMMARY AND PURPOSE OF THE PUD & COMPREHENSIVE PLAN CONSISTENCY	2
III.	PUD DEVELOPMENT SUMMARY	3
IV.	DEFINITIONS	5
V.	GENERAL CRITERIA	9
	A. Unified ownership.....	10
	B. City of Bunnell Land Development Code	10
	C. Silviculture	10
	D. Land Clearing	10
	E. Sales Center.....	10
	F. Mobile Home Prohibition	10
	G. Construction Methods	11
	H. Well and Septic	11
	I. Affordable Housing.....	11
	J. Open Space and common facilities requirements.....	11
	K. Underground utilities	12
	L. Road Right-of-way.....	12
	M. Parking and Loading Requirements	19
	N. Number of parking spaces required	29
	O. Number of loading spaces required	31
	P. Flag Lots.....	32
	Q. Easements	33
	R. Community Name.....	33
	S. Bus stops.....	33
	T. Sign Requirements.....	33
	U. Outdoor Lighting.....	45
	V. Landscape Requirements	50
	W. Town Center Development Requirements	54
VI.	ZONING DISTRICTS	62
VII(a).	Agri-Hood, Clustered (AGH-C).....	64
VII(b).	Single Family Residential (SFR)	67
VII(c).	Single Family Residential Medium Density (SFRM)	69
VII(d).	Multifamily Residential (MFR)	70
VII(e).	Town Center Mixed Use (TC)	72
VII(f).	Light Industrial (LI)	75
VII(g).	Public	77
VII.	PUD REVIEW CRITERIA	78

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 Weyerhaeuser	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 illustrated 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) / <i>Rural Estates LU</i> (1 DU/acre):	+/- 770 acres
b. Single Family Residential (SFR) / <i>Single Family Low-Density LU</i> (4 DU/acre):	+/- 1,438 acres
c. Single Family Residential Medium Density (SFRM) / <i>Single Family Medium Density LU</i> (8 DU/acre):	+/- 95 acres
d. Multifamily Residential (MFR) / <i>Multifamily LU</i> (Min 8, Max 20 DU/acre):	+/- 212 acres
e. Town Center Mixed Use (TC) / <i>Commercial Medium LU</i> (20 DU/acre):	+/- 44 acres
f. Industrial / <i>Industrial LU</i>	+/- 216 acres
g. Public / <i>Public LU</i>	+/- 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 environmental permitting) +/- 1,200 acres
- 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 – 2,550+ acres high
 - ii. RV Resort: 15 acres low – 80+ acres high
 - iii. Commercial/Retail: 15 acres low – 44 acres high
 - iv. Fire and Rescue: Minimum 4 acres
 - v. Public Services: Minimum 8 acres
 - vi. Light Industrial: 15 acres low – 70+ acres high
 - vii. Conservation: Minimum 1,115 acres

C. Maximum Community Densities.

- a. Residential, including Single Family detached and attached units, all types 8,000 units
- b. Commercial / Retail 440,000 square feet
- c. Industrial 775,000 square feet
- d. RV Resort 800 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	500 du	800 du	1,000 du	1,300 du	1,000 du	900 du	5,500 du
Commercial / Retail	0 sf	20,000 sf	25,000 sf	75,000 sf	75,000 sf	25,000 sf	220,000 sf
Light Industrial	4 ac	76 ac	0 ac	0 ac	0 ac	0 ac	80 ac
RV Resort	0 pads	150 pads	0 pads	200 pads	200 pads	200 pads	750 pad
Public Services	13 ac	0 ac	0 ac	0 ac	10 ac	0 ac	23 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.
- l. **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 services 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.

-
- ll. 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, FL 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 are allowed for development pods, when it makes sense to minimize environmental impacts. Such private systems shall be monitored and maintained as a private utility system as dictated by state and local requirements.
- 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 50%, 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.

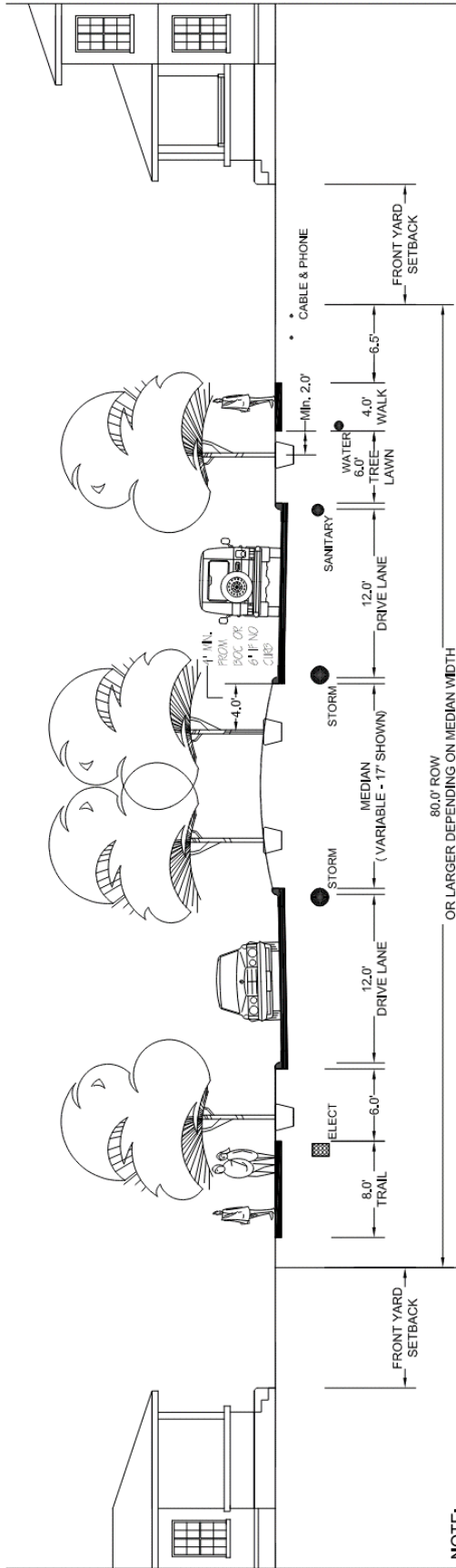
L. Road Right-of-way – The following road right-of-way criteria shall be applied by each zoning district as outlined within the respective district. Road right-of-way shall contain the following.

- 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

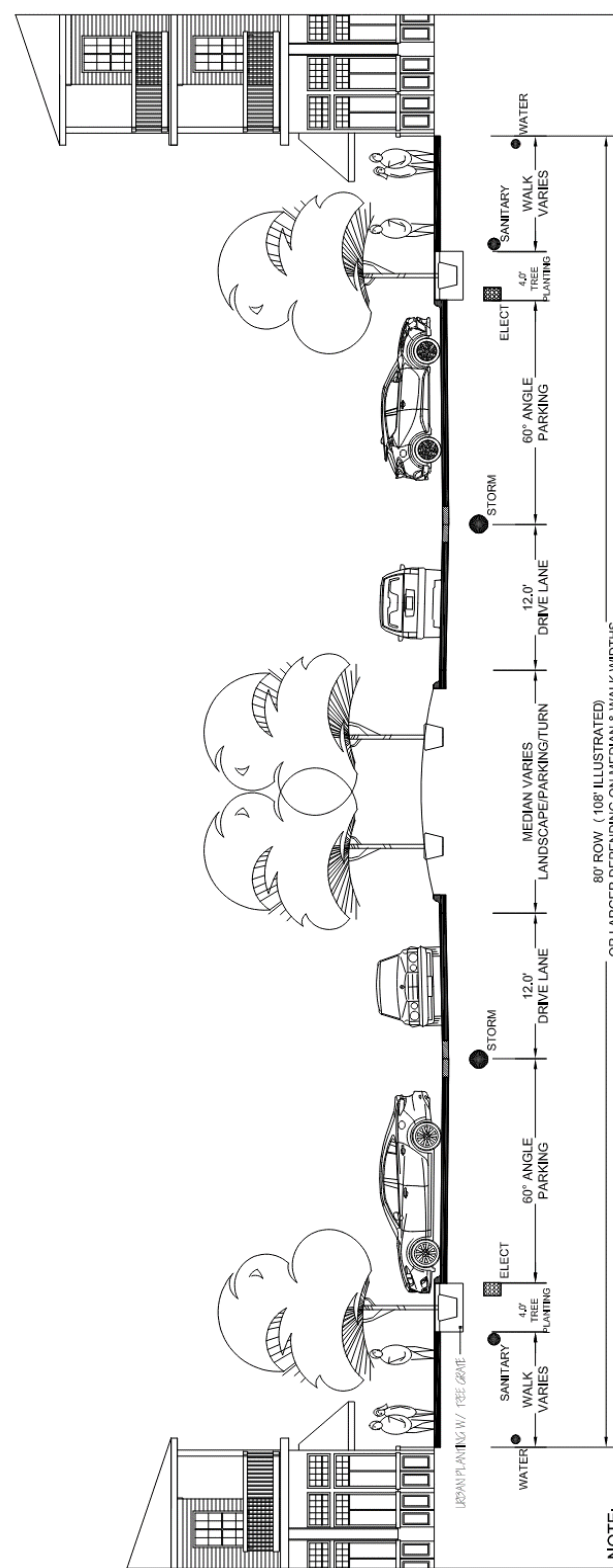
roadway.

- 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 trees, shrubs and groundcover may be utilized to provide variety throughout the community.

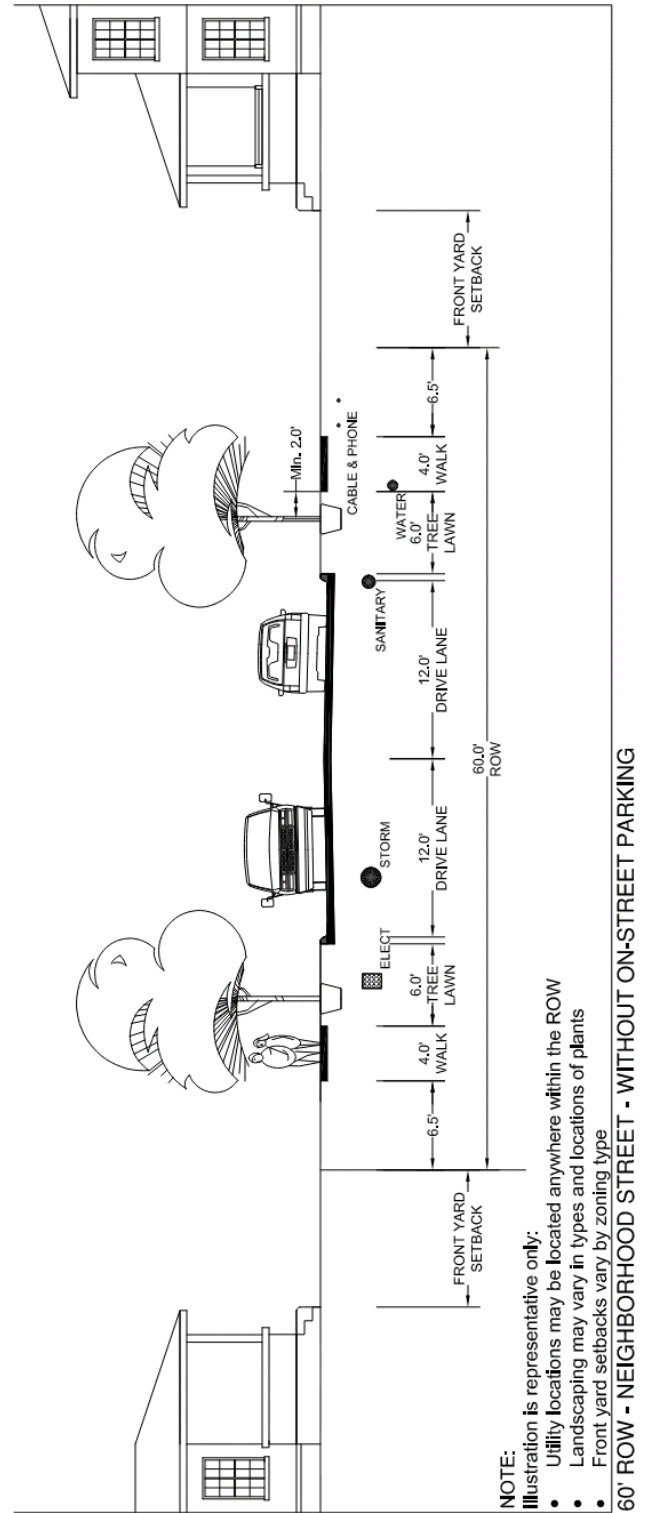
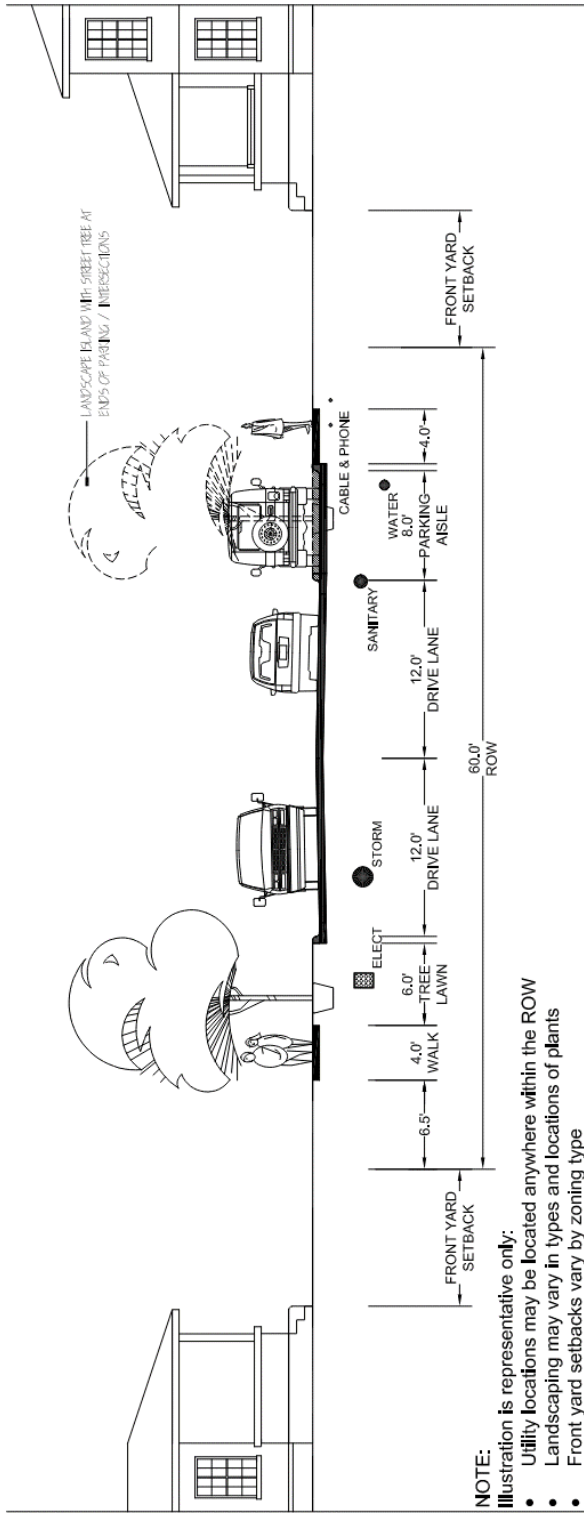


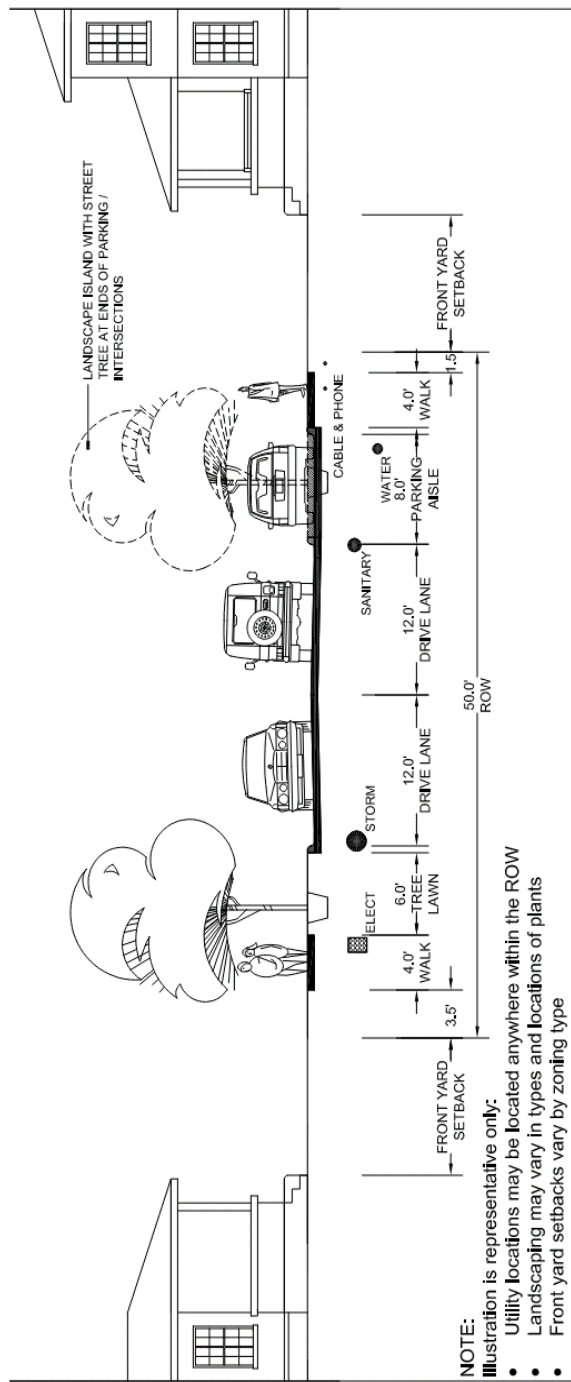
NOTE:
 Illustration is representative only:
 • Utility locations may be located anywhere within the ROW
 • Landscaping may vary in types and locations of plants
 • Front yard setbacks vary by zoning type

80'+ ROW - RESIDENTIAL BOULEVARD

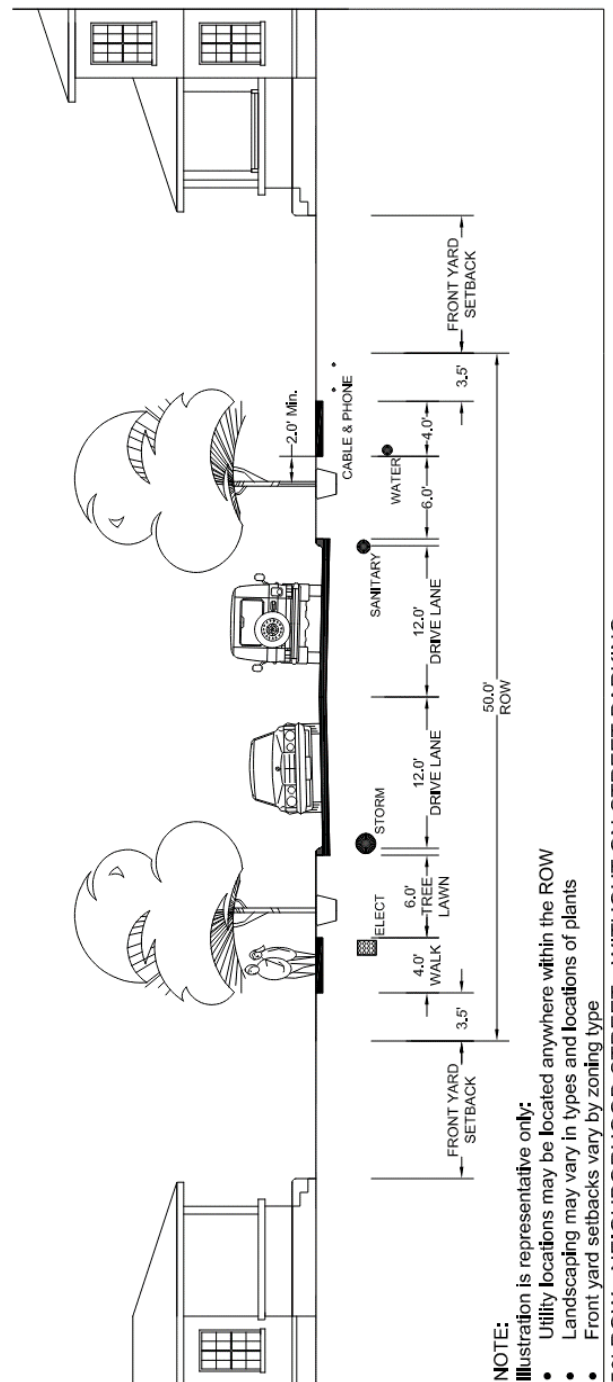


NOTE:
 Illustration is representative only:
 • Utility locations may be located anywhere within the ROW
 • Landscaping may vary in types and locations of plants

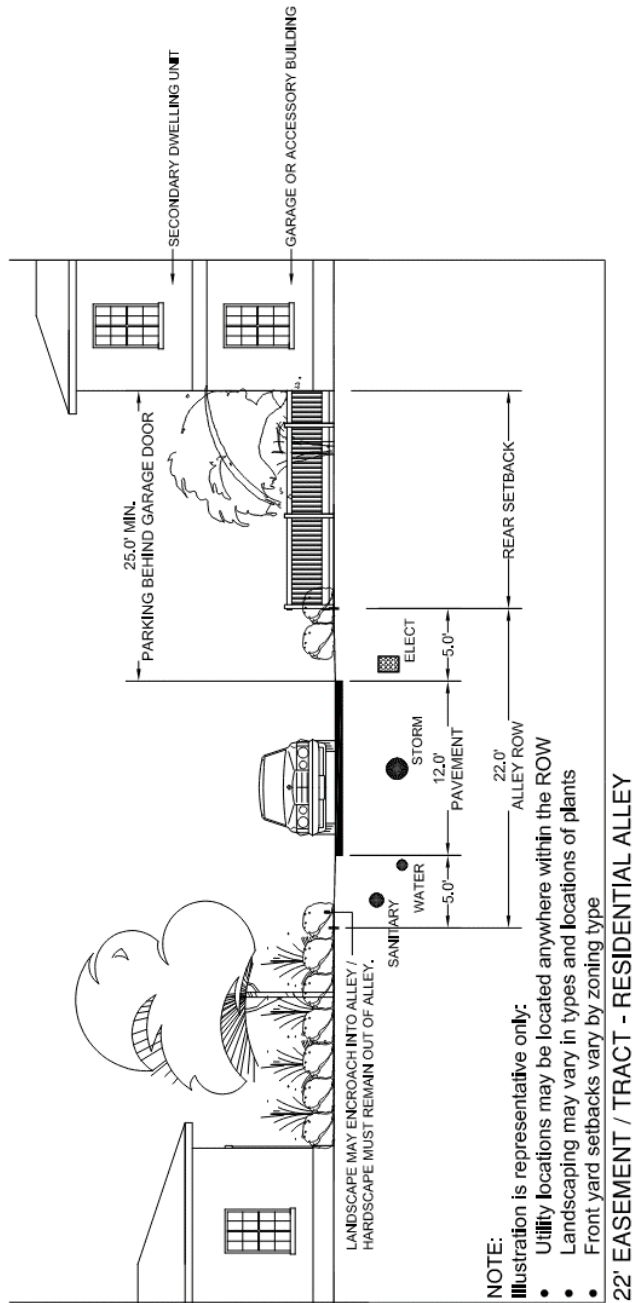




50' ROW - NEIGHBORHOOD STREET - WITH ON-STREET PARKING



50' ROW - NEIGHBORHOOD STREET - WITHOUT ON-STREET PARKING



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 On-street Parking and other avenues to reduce overall impervious surfaces and create a “greener” Community through smart design principles.

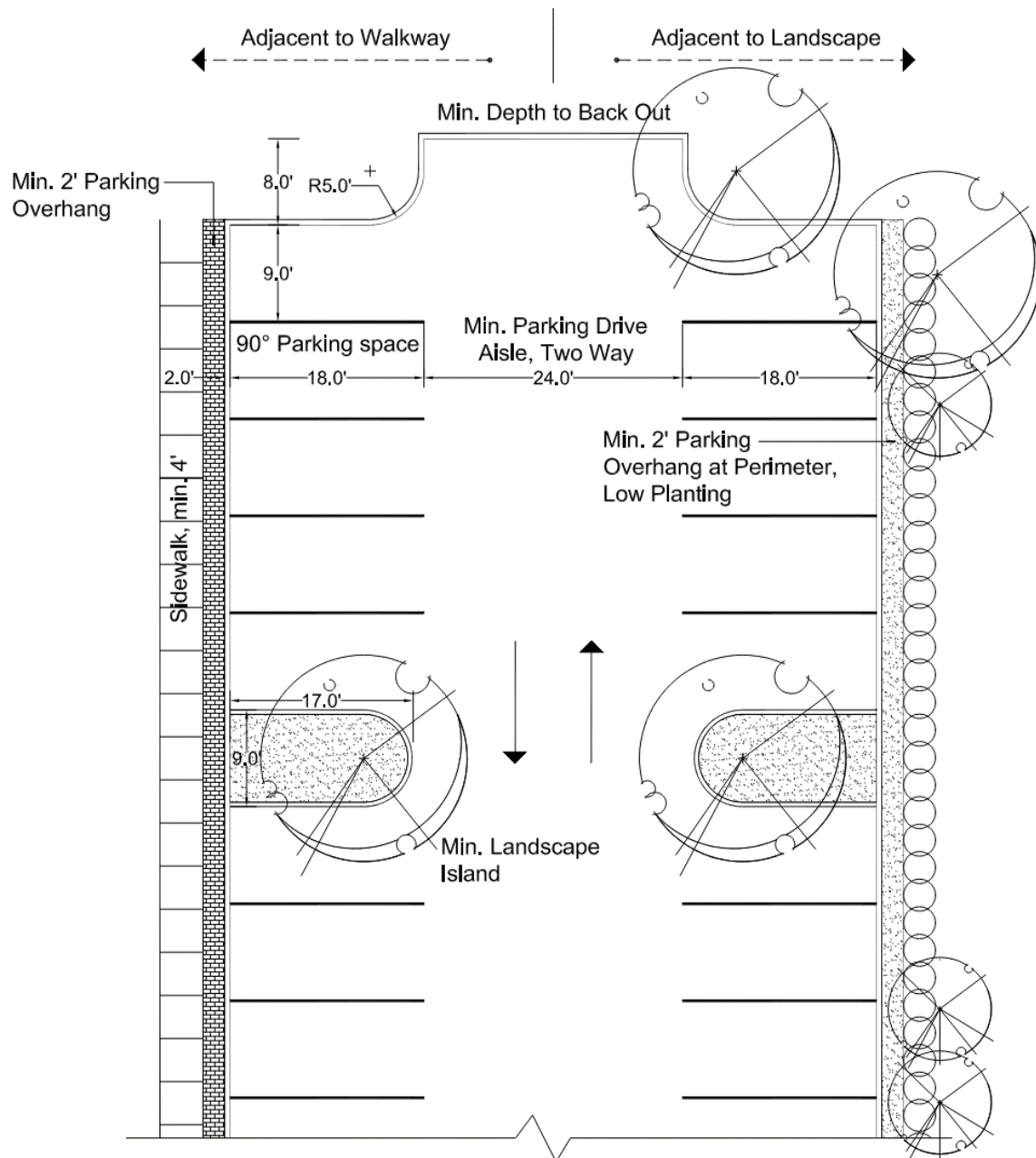
a. *General off-street parking requirements.*

- 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.
 2. 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
 5. 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.
 - i. 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 in 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

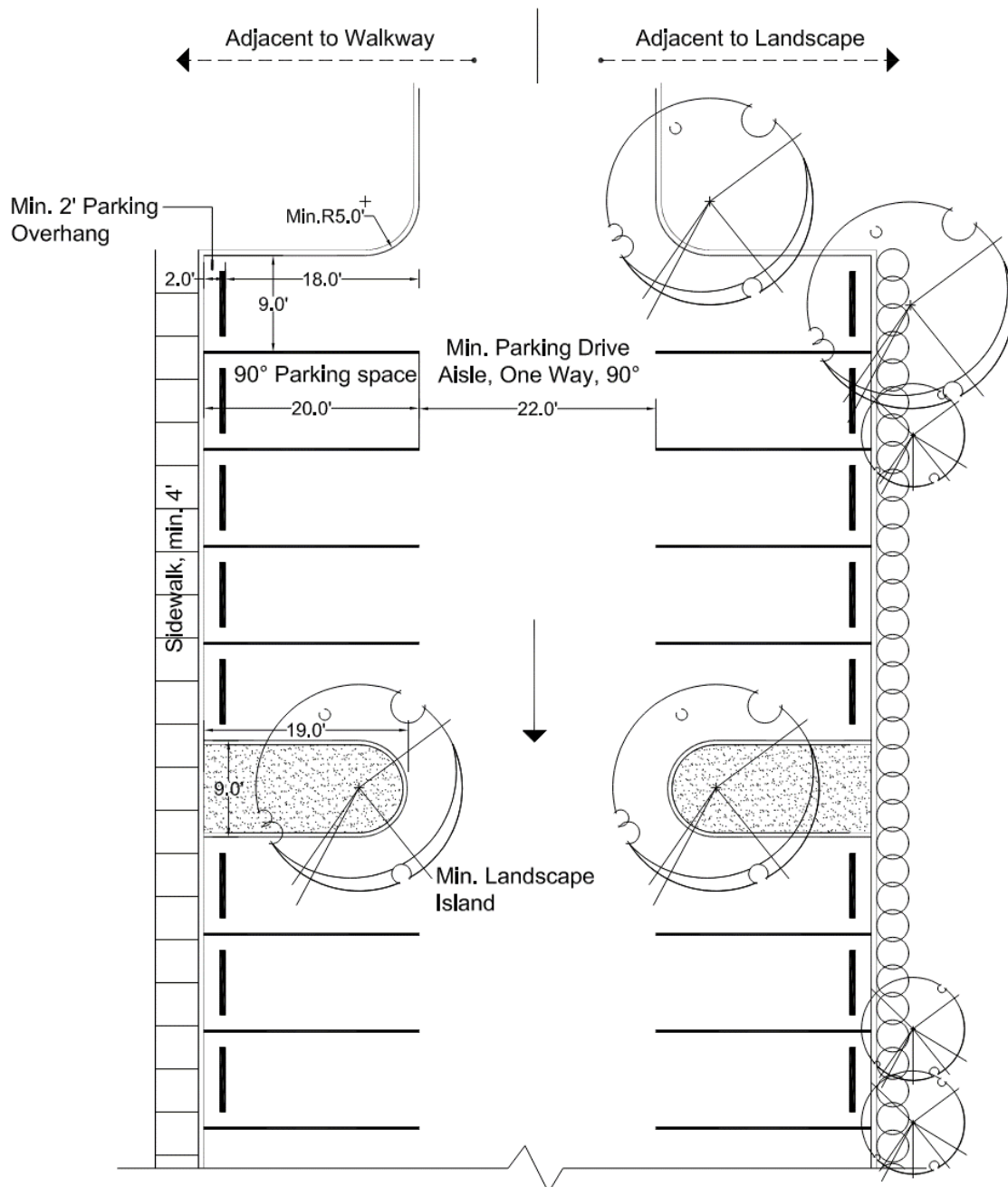
-
- ii. 1 for 1 when designated bicycle parking is provided beyond the minimum requirements provided above.
 - iii. No credit for golf cart parking.
 - k. See following exhibits illustrating application of a variety of parking requirements:



90 Degree Parking Illustrating

- 18' Depth Parking Stall Application
- Two Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application

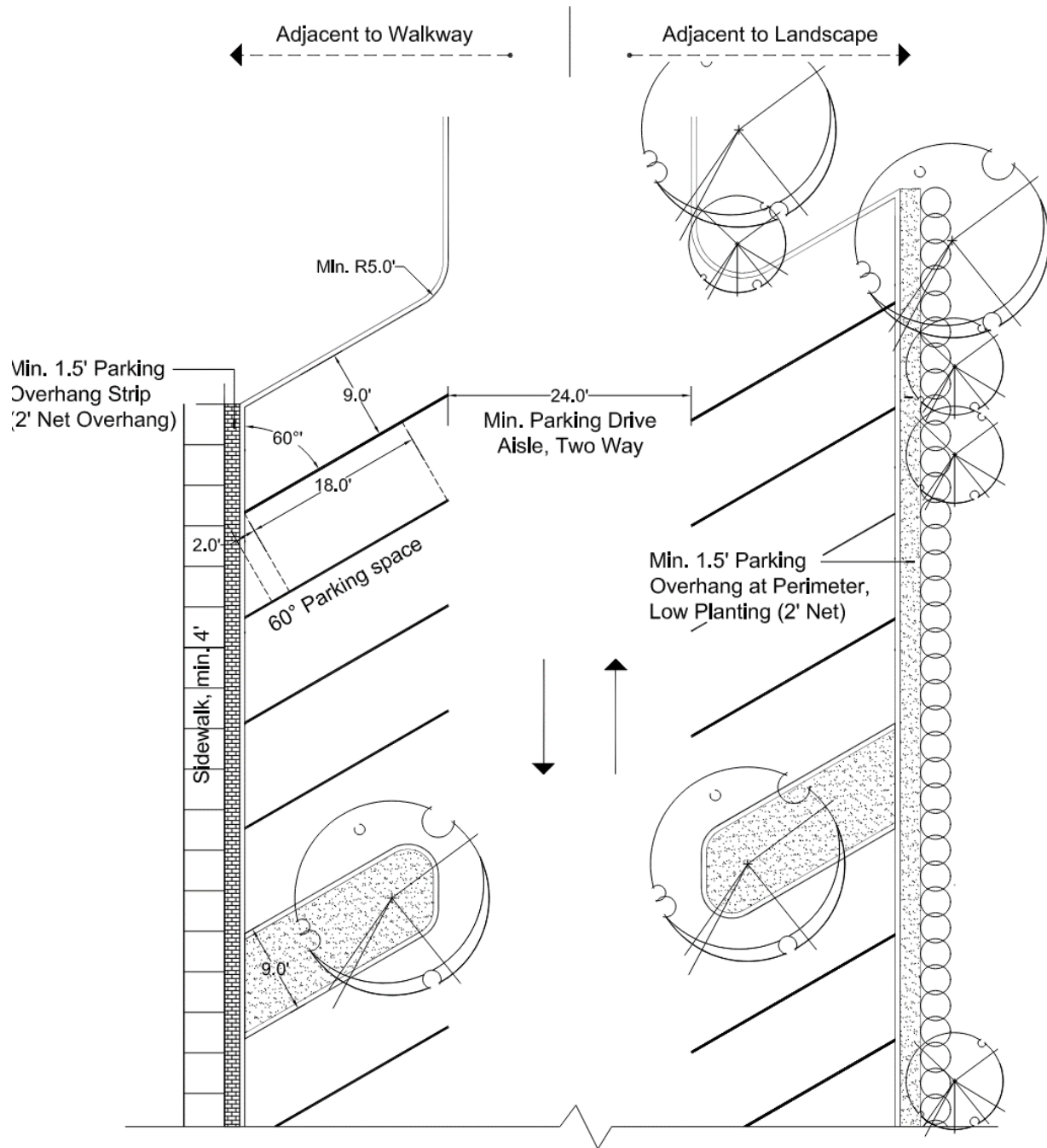
N.T.S.



90 Degree Parking Illustrating

- 20' Depth Parking Stall Application
- One Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application

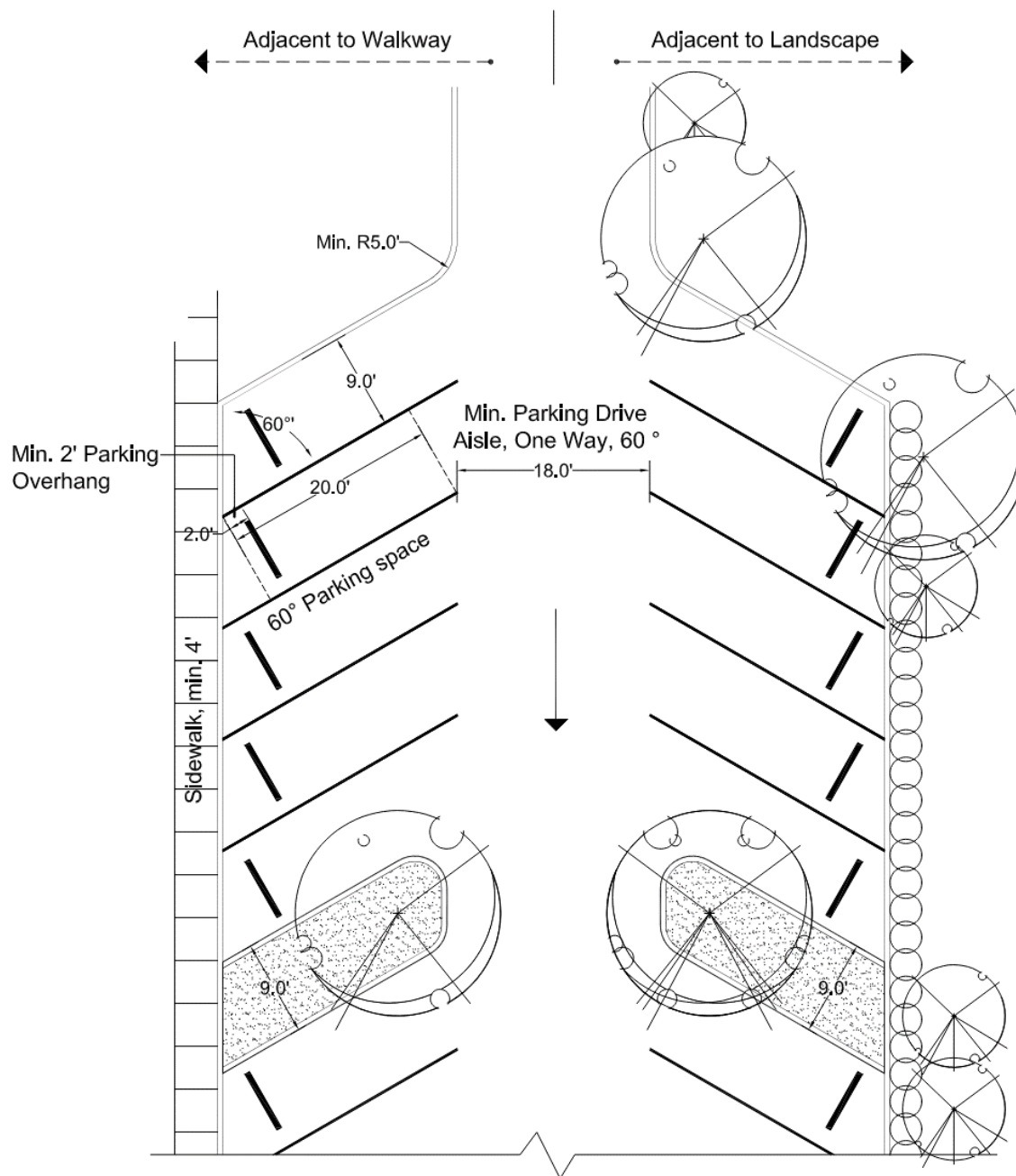
N.T.S.



60 Degree Parking Illustrating

- 18' Depth Parking Stall Application
- Two Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application

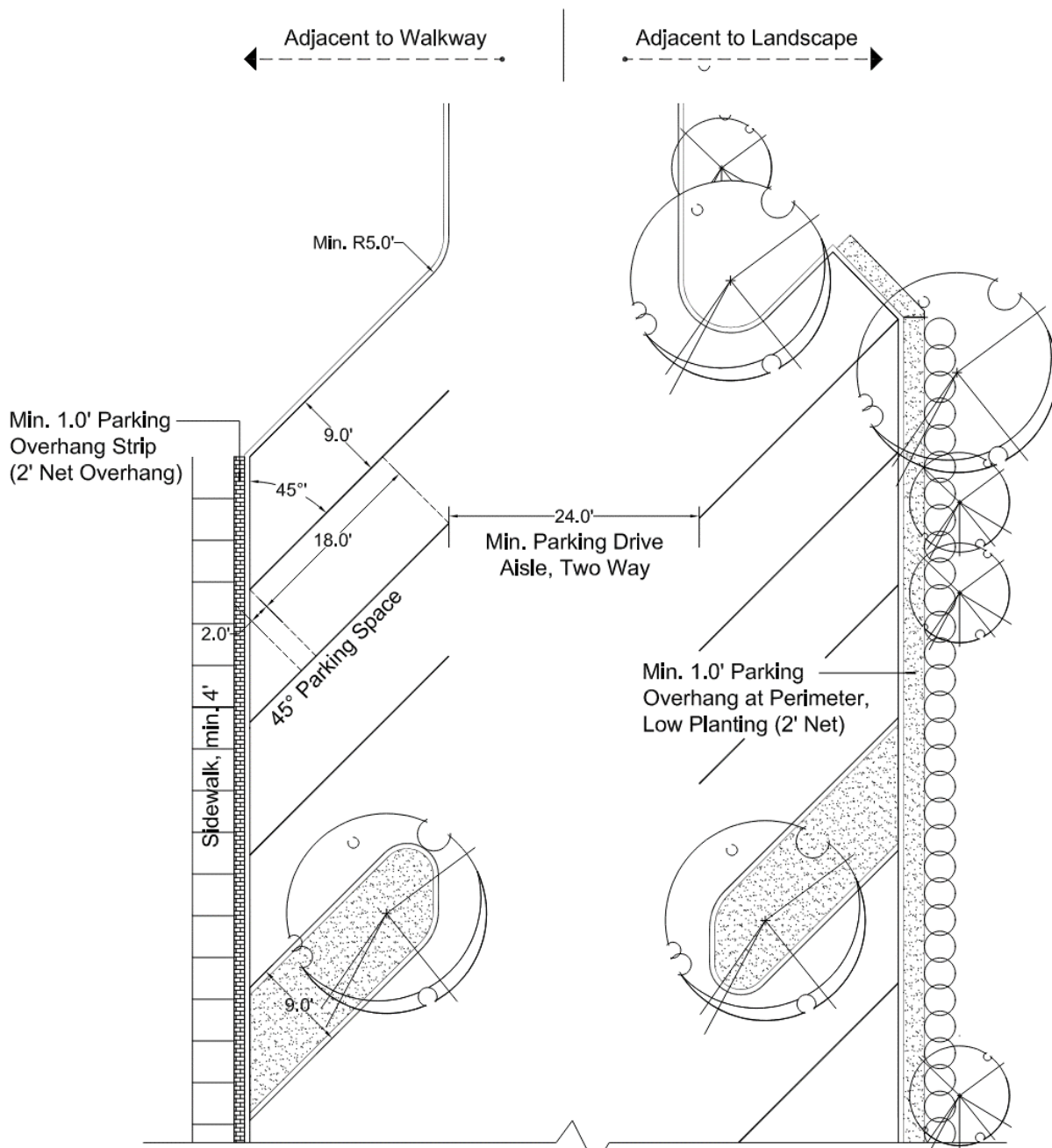
N.T.S.



60 Degree Parking Illustrating

- 20' Depth Parking Stall Application
- One Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application

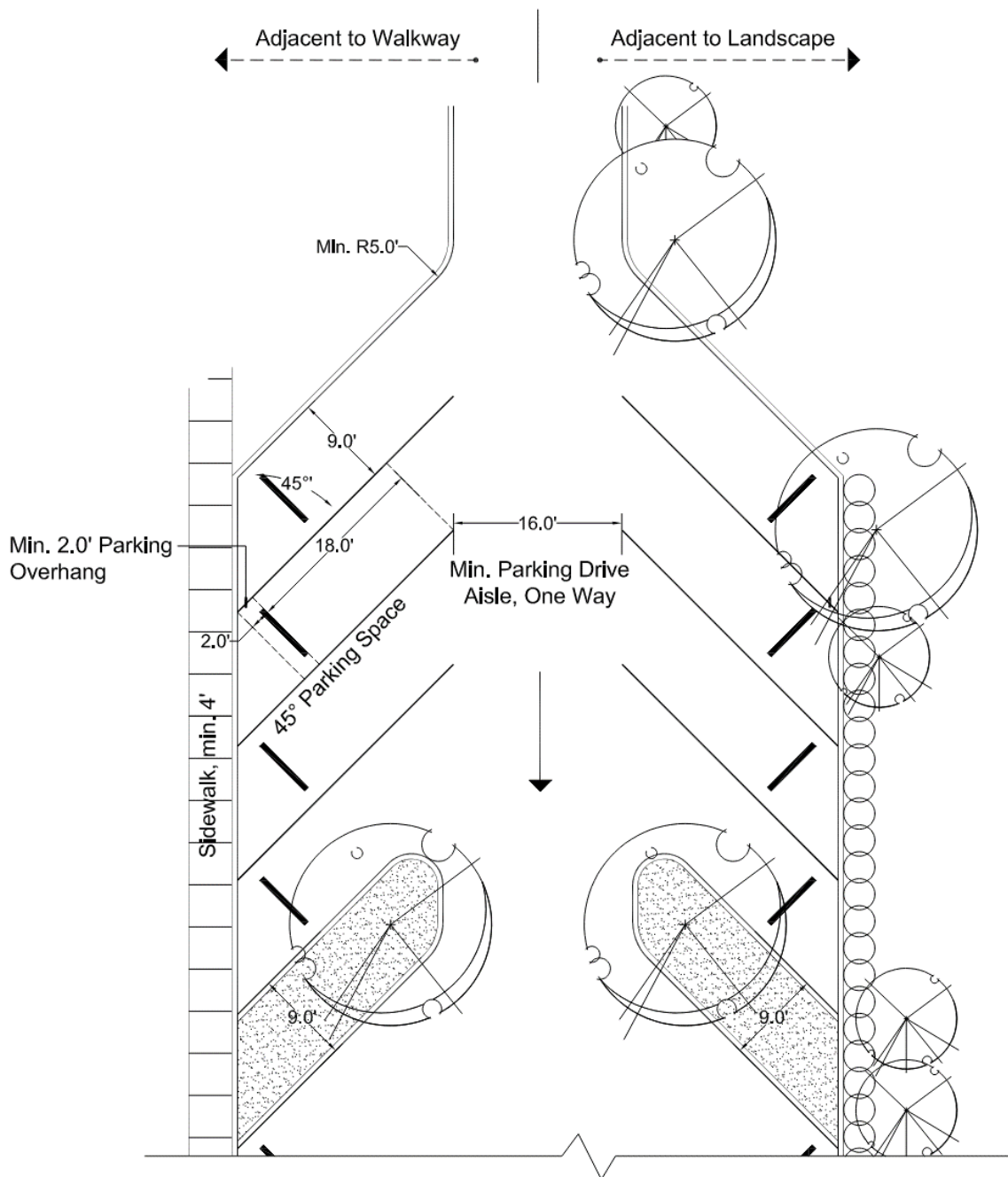
N.T.S.



45 Degree Parking Illustrating

- 18' Depth Parking Stall Application
- Two Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application

N.T.S.



45 Degree Parking Illustrating

- 20' Depth Parking Stall Application
- One Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application

N.T.S.

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 area.

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:

- i. 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.
- iii. 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.

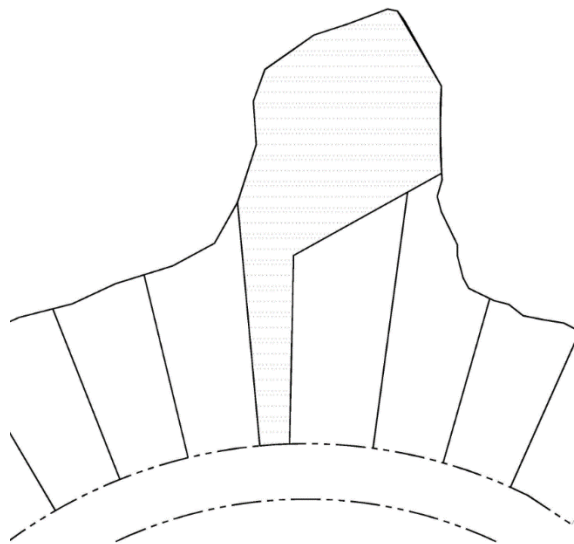
O. Number of loading spaces required - Off-street loading spaces shall be provided and maintained as follows:

- 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 units (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 on-site 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, patterns 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:
- i. Permanent signs, including:
 - 1. Traffic control signs in compliance with applicable roadway standards (local, county, state).
 - 2. 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:
 - 1. 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.
 6. 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 Right-of-Way	Maximum Height Requirements
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.
 - 5. 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-of-way 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. Spotighting 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:
-

Figure 1: Freestanding Outdoor Lighting Fixtures

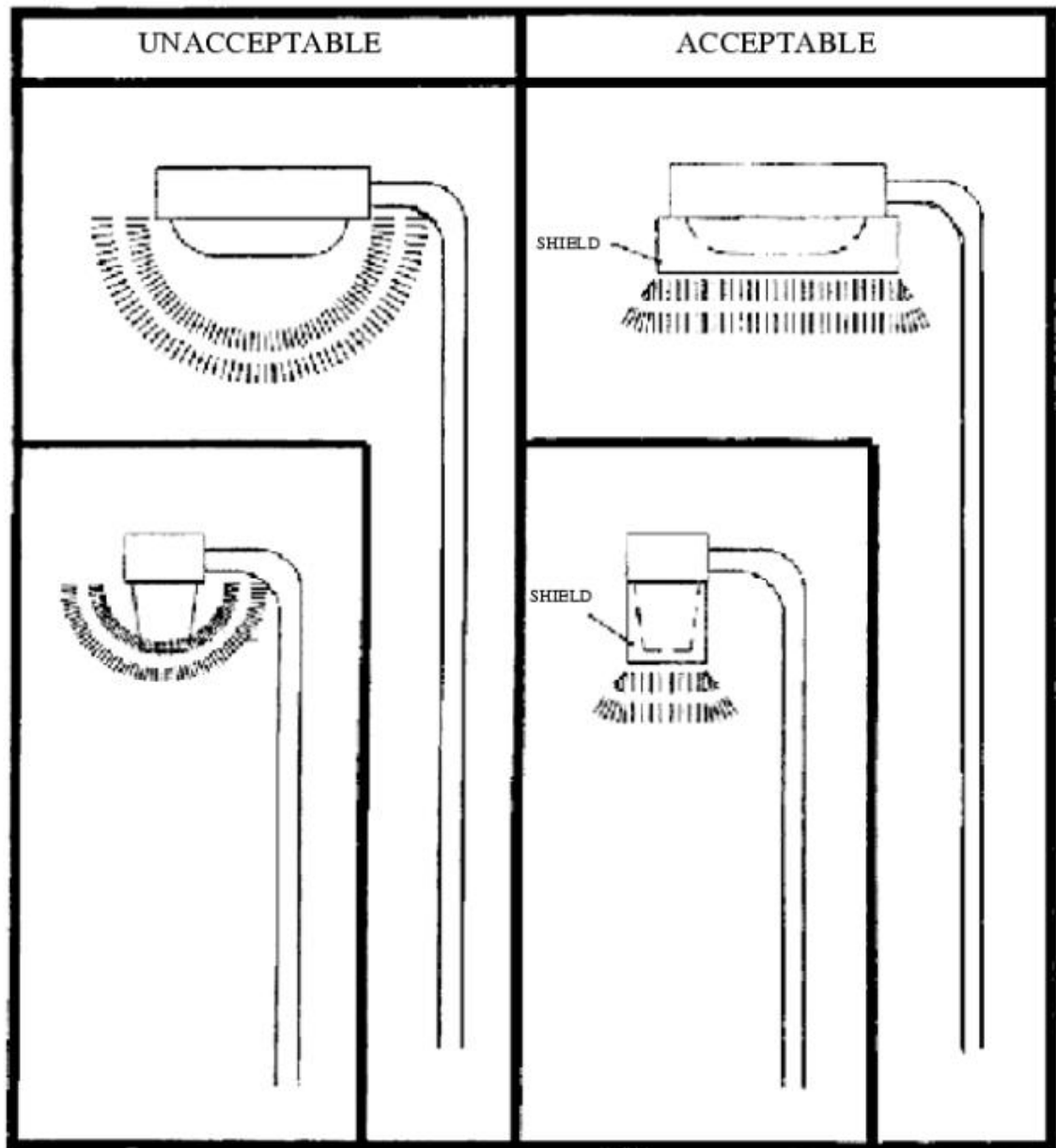


Figure 2: Outdoor Lighting Fixtures – Street and Lot Light Cut-off at Property Line

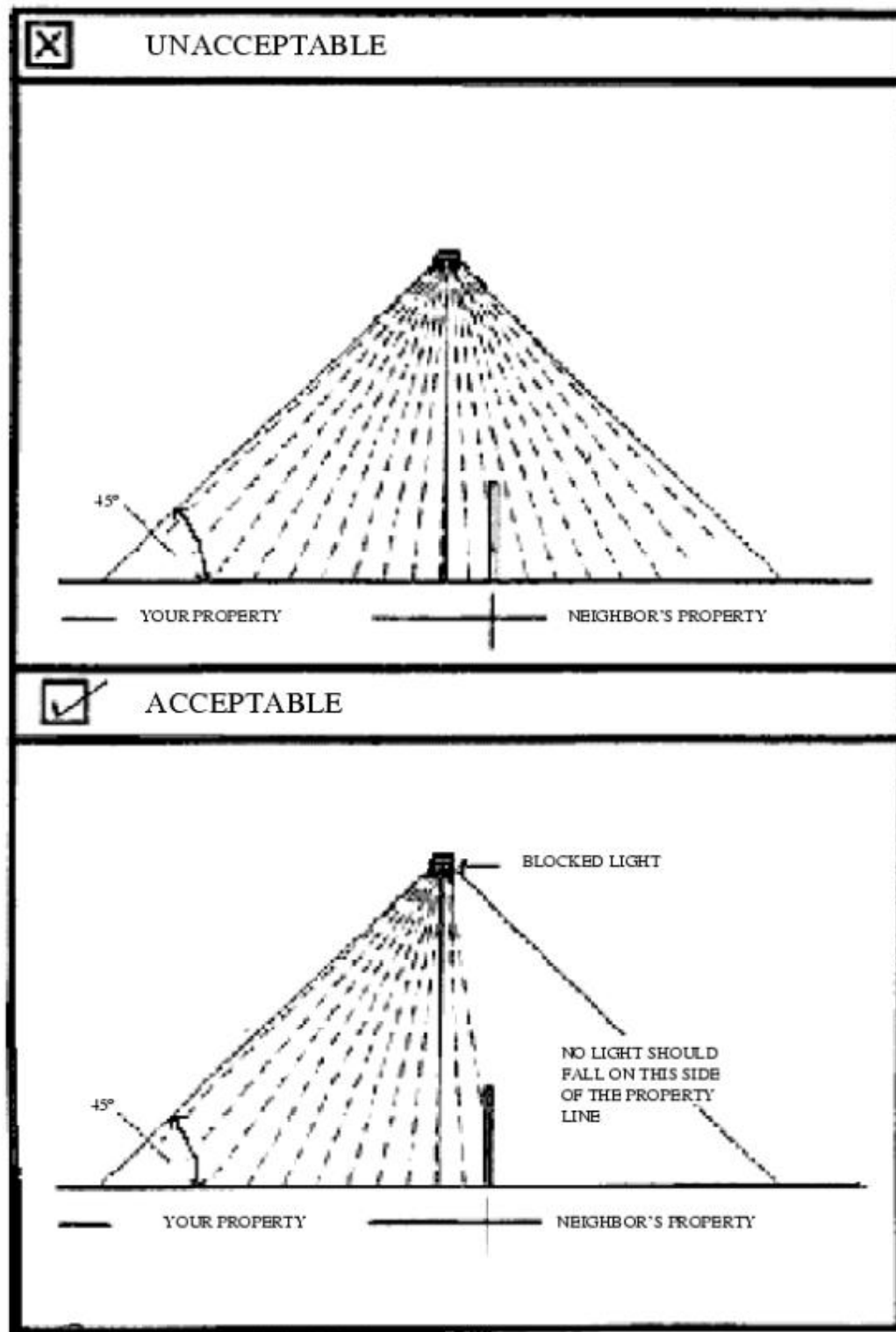
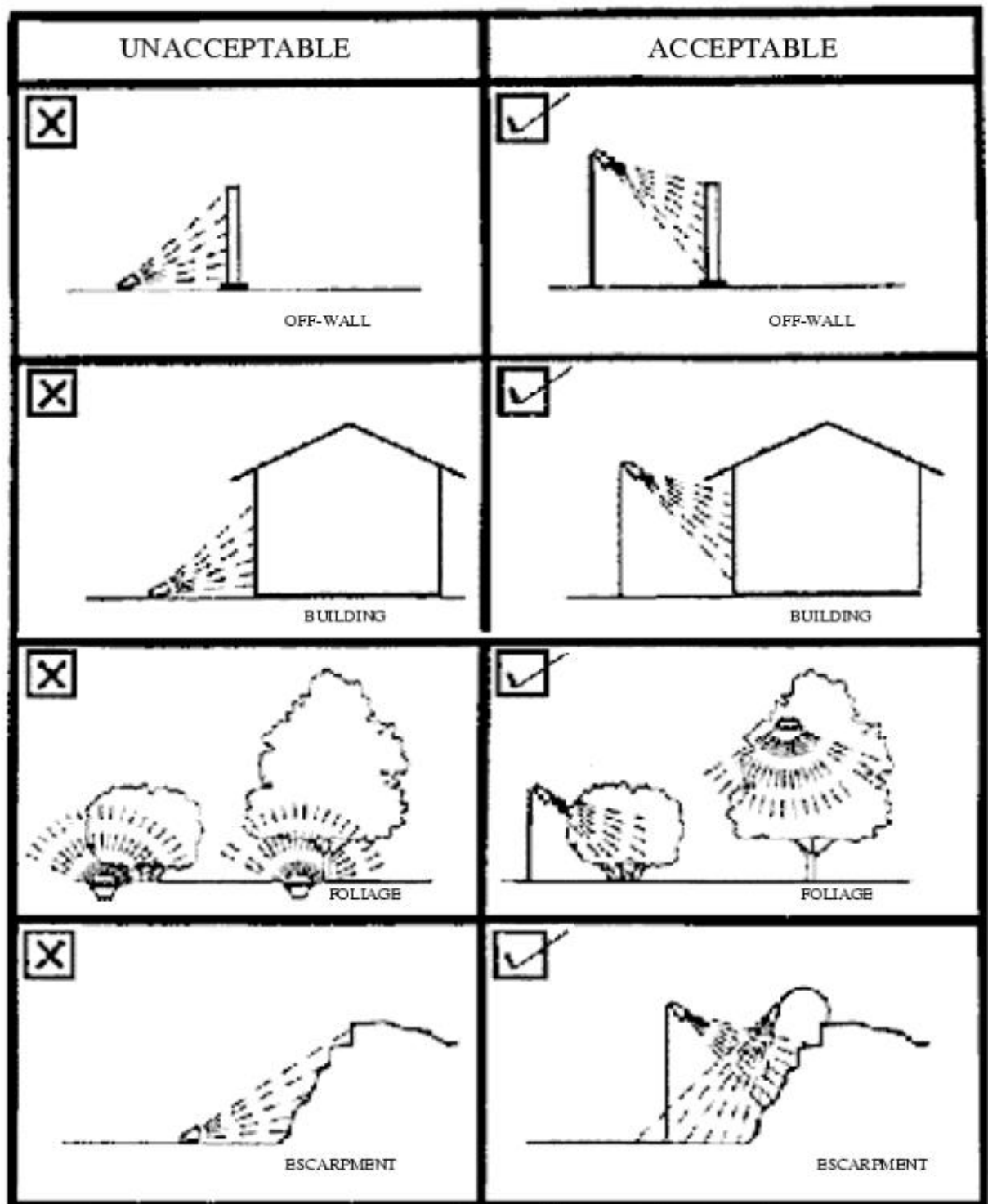


Figure 3: Accent Lighting



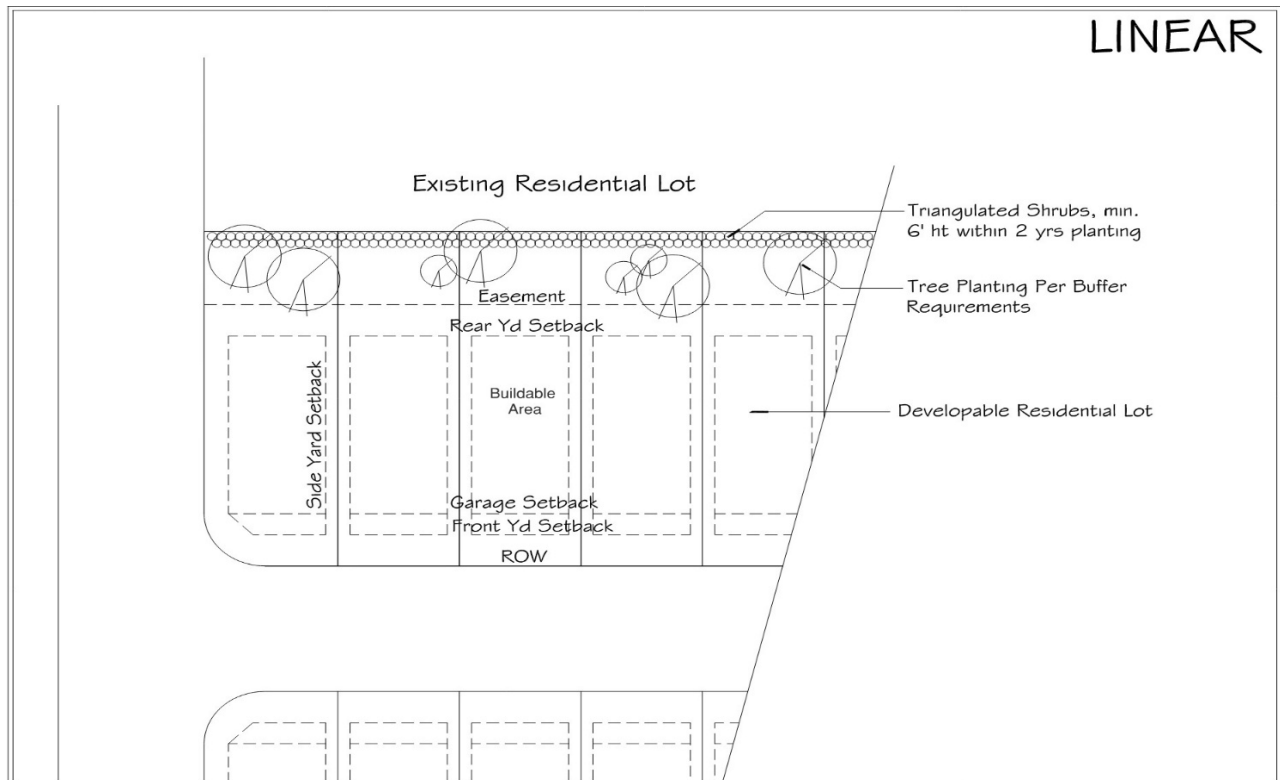
V. Landscape Requirements - Landscaping implemented throughout Reserve at Haw Creek shall comply with the following requirements:

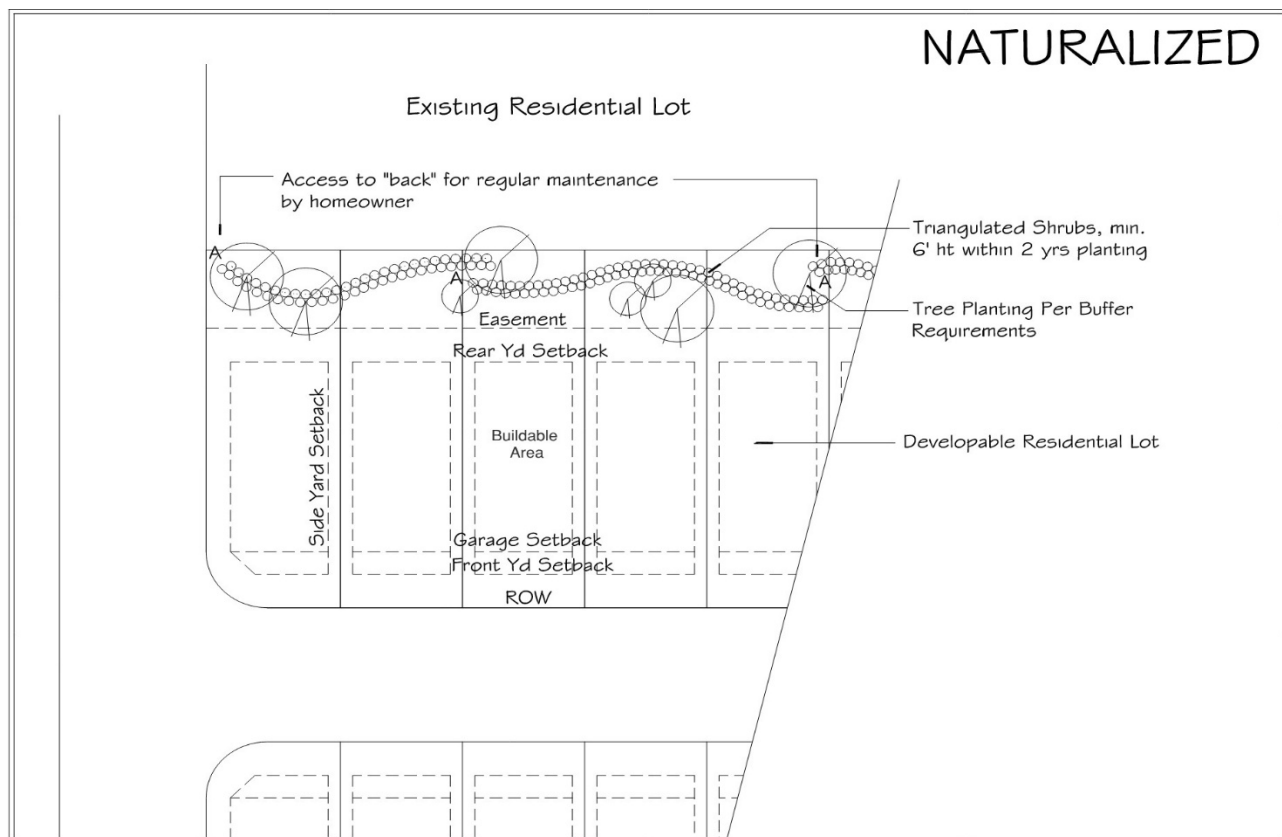
- a. Landscape Buffers. Reserve at Haw Creek is encouraging smart growth through best planning practices, two of which include substantial preserved greenspace and a walkable Community, utilizing shared resources to minimize pavements. As such:
 - i. Within the boundaries of the Community, no buffers 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
Residential & Multi Family 2 stories or under			15' Planted and/or natural buffer
	35' natural and/or planted buffer	20' natural and/or planted buffer	35' 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	10' natural and/or planted buffer	10' natural and/or planted buffer
- Natural buffers must contain natural trees and vegetation. Supplement natural buffers with planted trees where gaps in excess of 50' without existing trees. Supplement natural buffers with shrubs or hardscape to ensure screening compliance			
- Planted buffers require trees and shrubs as outlined herein.			
- Where natural wetlands occur between land uses equal to or in excess of buffer requirements, no buffer is required on parcel as long as wetland is placed in conservation and equals or exceeds intended buffer requirements			
- Buffer maintenance a requirement of parcel owner containing 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 kept 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.
 - c. 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) lf 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.

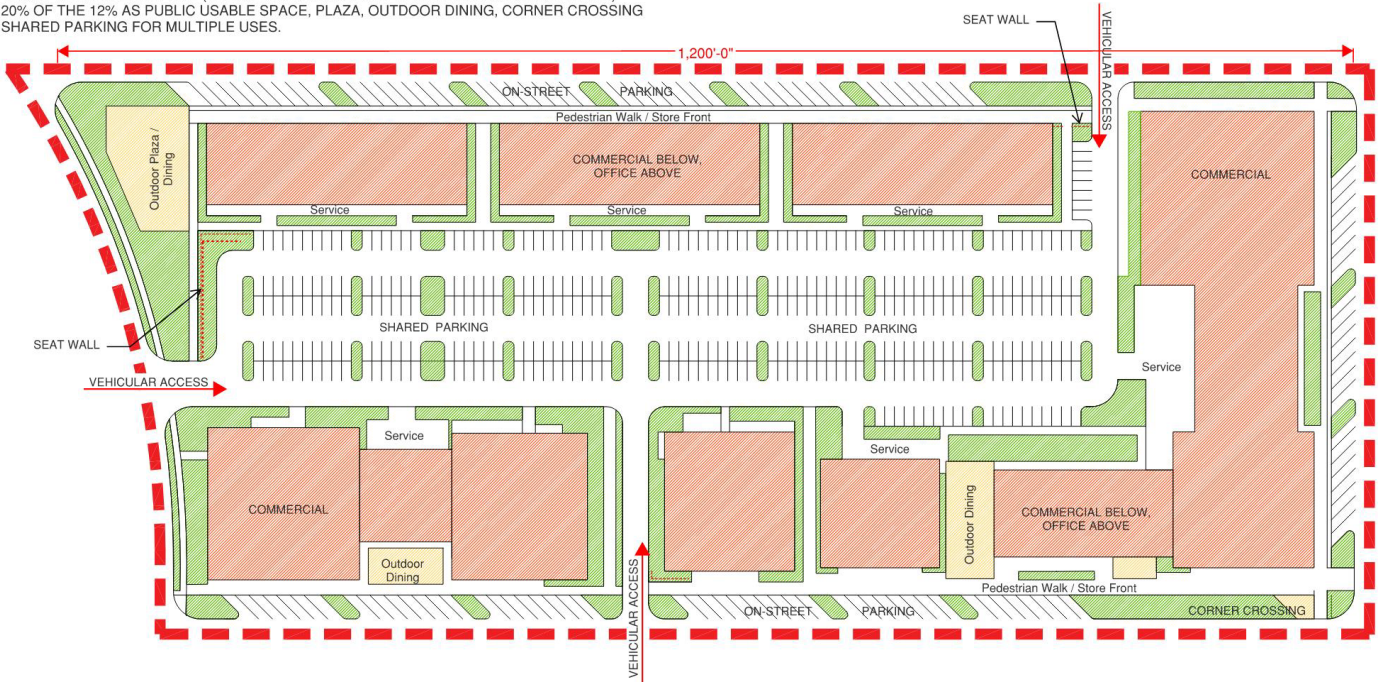
-
- d. Irrigation and maintenance – all newly planted landscape areas, other than residential Lots, shall require the implementation of irrigation to ensure proper establishment of plantings.
 - i. Irrigation shall utilize re-use water / purple pipe, where available.
 - ii. Residential Lot irrigation is optional, but if utilized, shall utilize re-use 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.

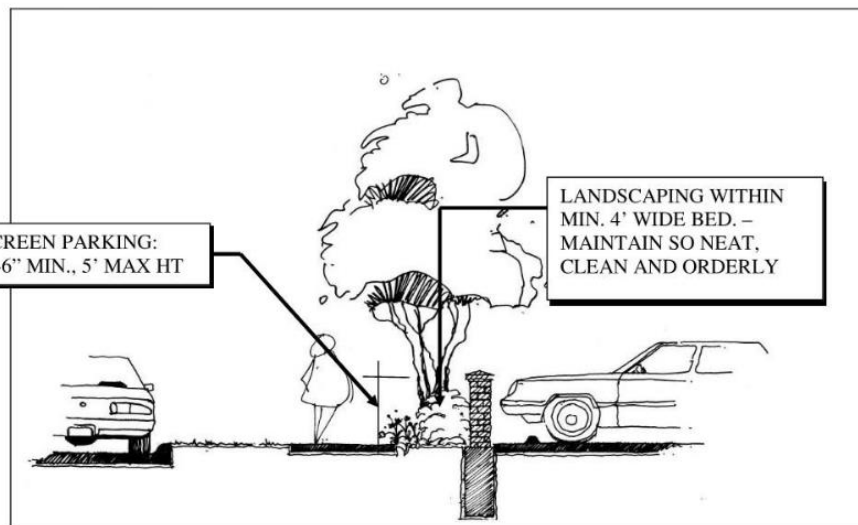
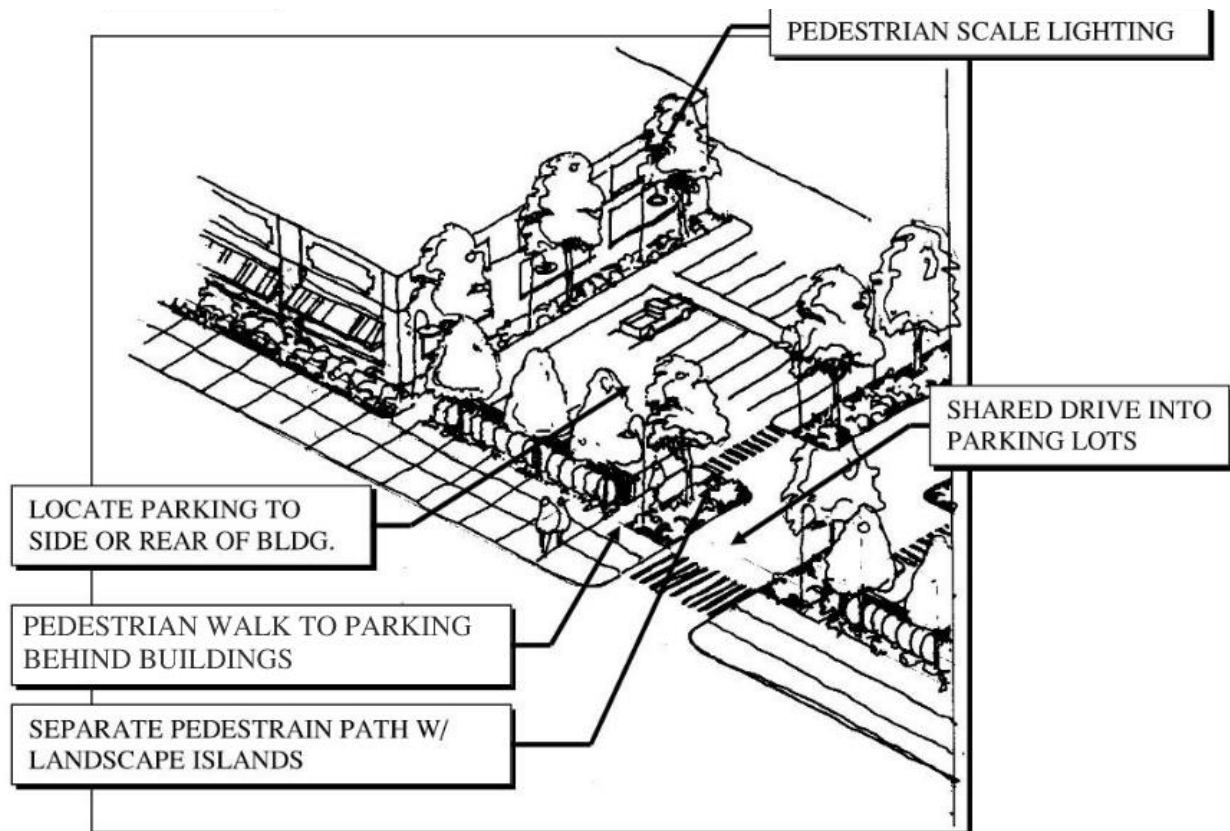
- a. Within the town center, on-street parking may count towards the required parking count for uses located within one thousand two hundred 1,200 If of the use on the same side of the road.
- b. Shared parking. As outlined within the parking regulations, shared parking is encouraged, reducing the required 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.
 - i. 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.

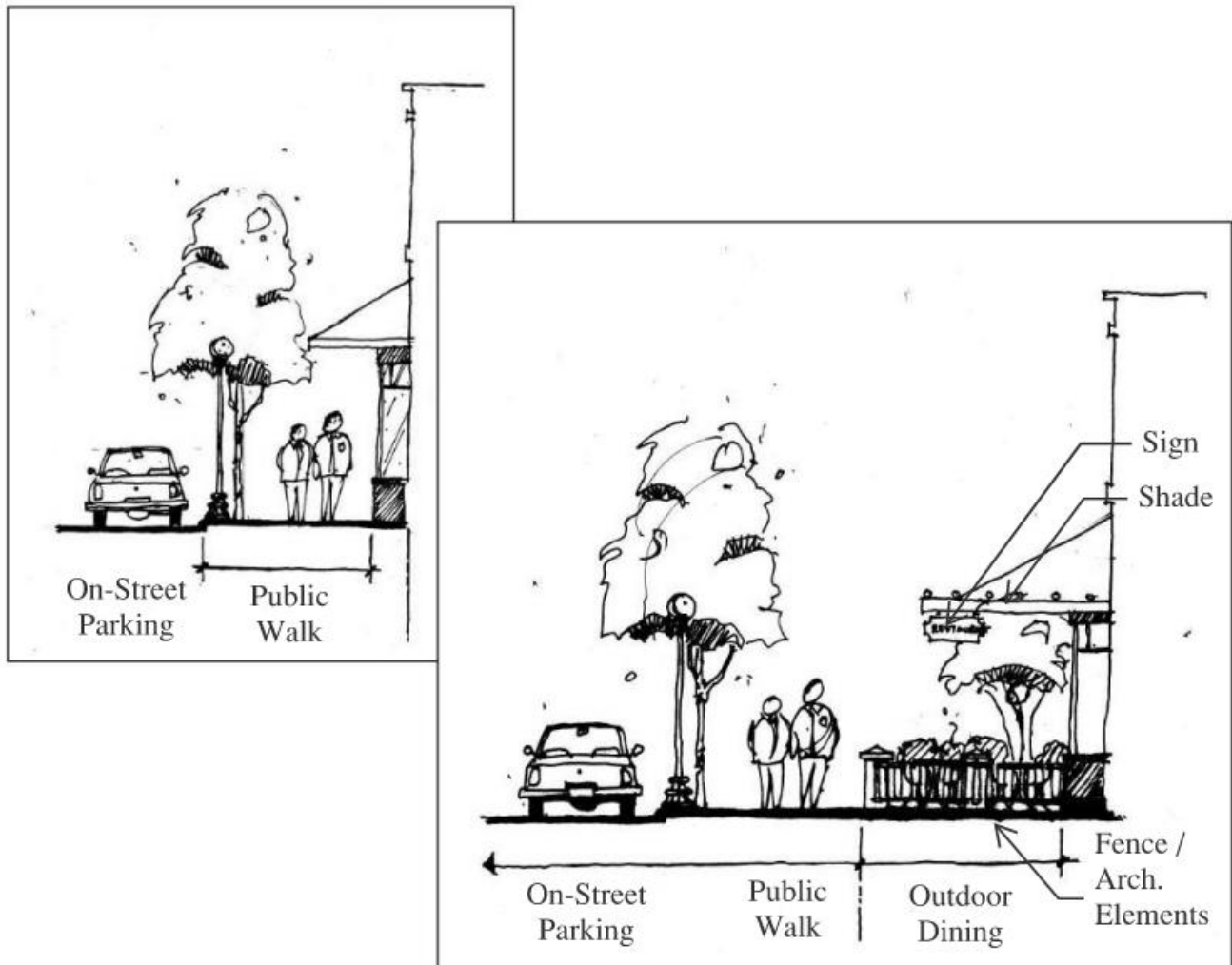
12% OF AREA GREENSPACE (VEHICULAR USE AREA APPLIES TOWARDS REQUIREMENT)
20% OF THE 12% AS PUBLIC USABLE SPACE, PLAZA, OUTDOOR DINING, CORNER CROSSING
SHARED PARKING FOR MULTIPLE USES.



- 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.



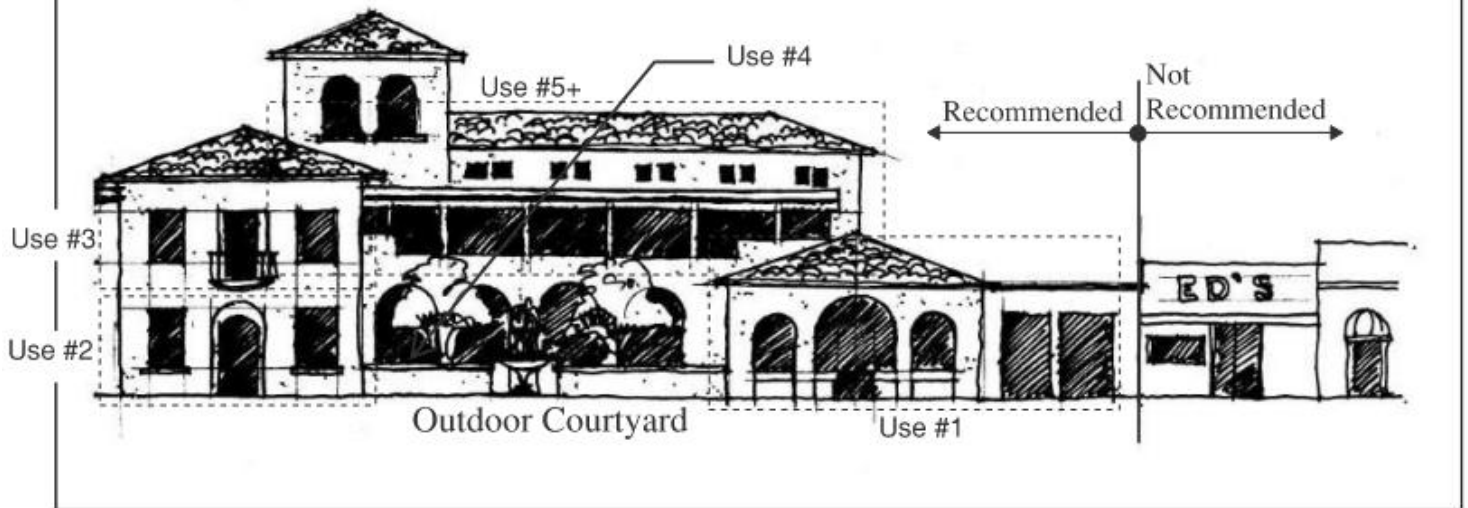
- e. Mixed use buildings. Mixed use buildings provide for not only a more vibrant town center, and in conjunction with shared parking, allows for increased density, which translates to a more cost-effective use of the developed land. There are resultant environmental benefits through the use of less 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.
 5. 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:

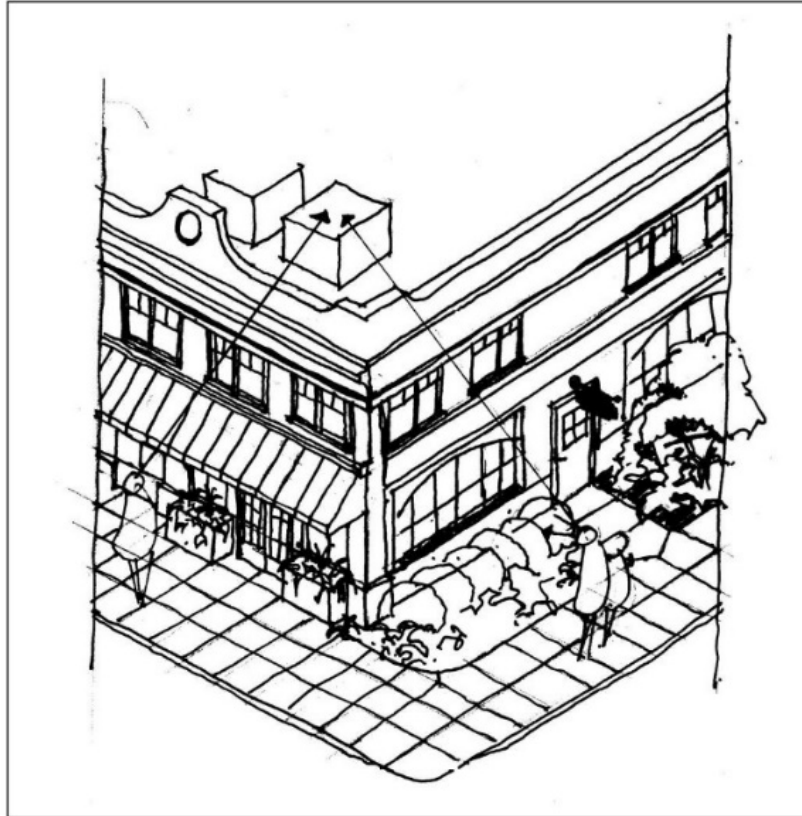


- ii. Mixed use buildings are required and encouraged to implement building articulation to create building interest and scale the massing. This can be achieved by varying heights and setbacks within the same building, offsetting wall planes and adding architectural interest with roof overhangs, awnings, 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

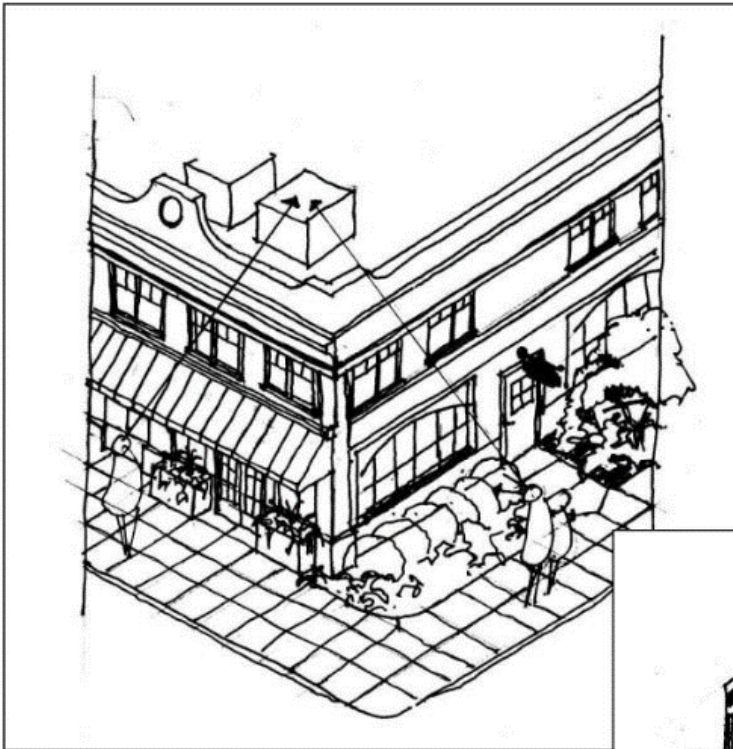
SINGLE STORY BUILDING W/ MINIMAL FAÇADE TREATMENT IS INCOMPATIBLE W/ A LARGER BUILDING WITH A DISTINCTIVE ARCHITECTURE STYLE. FAÇADE TREATMENT SHALL APPLY TO ALL BUILDINGS.



- 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.

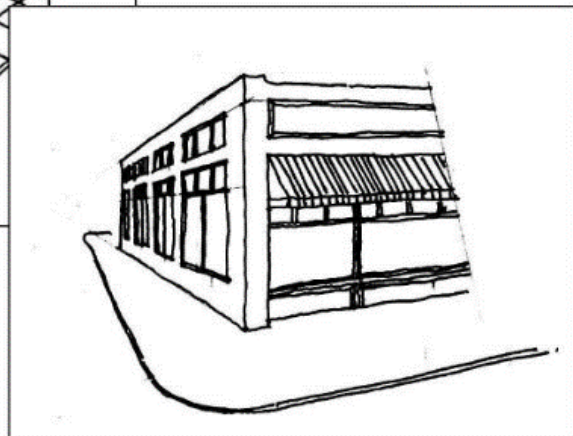


- iv. Side Streets. Specialty shops and access to units above shall be provided along side streets, which extends the main street around corners and creates a comprehensive town center.



Required application

Not allowed



- 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.
2. 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:

Agri-hood, Clustered (AGH-C)									
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	
Greater than 80' wide	Less than 80' wide - SF Access	Less than 80' wide - SF Attached	Less than 80' wide - SF	Less than 80' wide - SF Attached			Greater than 2.5 ac	Less than 2.5 ac	Greater than 1/2 ac to 2.5 ac
25 ft	15 ft, front access	5 ft	10 ft	5 ft	35 ft	1 AC / No Min. Clustered	20%	30%	40%
	15 ft, front access	5 ft	10 ft	5 ft	35 ft		25%	50%	65%
Single Family Residential (SFR)									
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	
15 ft, garage 25' where front access	5 ft, 10 ft Street Side, 0 ft where bldgs connect	15 ft	5 ft	10 ft	35 ft	4,000 sf detached sf / 3,800 attached sf	60%		65%
Single Family Residential Medium Density (SFRM)									
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	
15 ft, garage 25' where front access	5 ft, 10 ft Street Side, 0 ft where bldgs connect	15 ft	5 ft	10 ft	35 ft	3,500 sf detached sf / 2,500 attached end unit, 1,800 ea internal unit	65%		70%
Multiple-Family Residential (MFR)									
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	
10 ft, garage 25' where front access	5 ft residential, 10 ft non-residential, 15 ft Street Side	15 ft	5 ft	10 ft	55 ft	For SFR & SFRM, per above, for Comm., 2,000 sf, MF in excess 4 du, min. 7,000 sf.	65%		75%
Town Center Mixed Use (TC)									
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	
0 ft / residential per district, unless within mixed use building	0 ft / residential per district, unless within mixed use building	10 ft, unless back up to alley, off-street parking or another ROW	NA	NA	55 ft	No minimum, max 0.4 FAR	65%		80% / 100% Clustered
Industrial (IND)									
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	
35ft	15 ft, 20 ft Street Side	10 ft	NA	NA	35 ft	12,000 sf, max 0.5 FAR	65%		80%
Public (Public)									
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	
15 ft	10 ft	10 ft	NA	NA	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;
 - h. 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 yard.*
 - 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 front 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 front 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 ½ 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 ½ 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 ½ 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 front 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:
 - a. 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:

- a. 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 (non-conditioned 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.
- l. *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).
- i. 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.
 - g. 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.
 - l. 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 On-street 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)
 - v. 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.
 - l. 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.
 - q. 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.
 - u. 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 Bunnell 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 COMPANY'S 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 RIGHT-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)

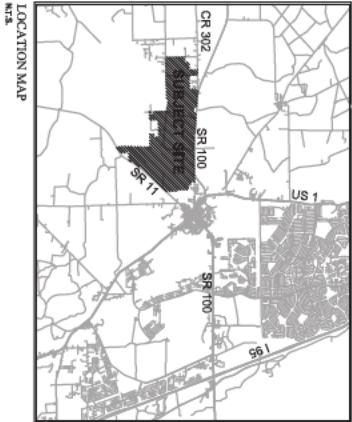
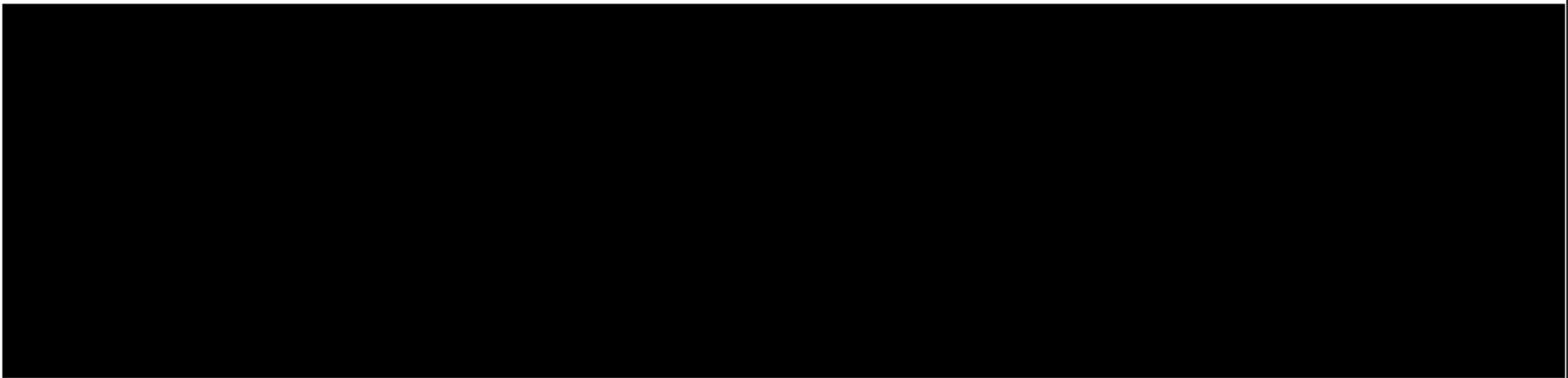
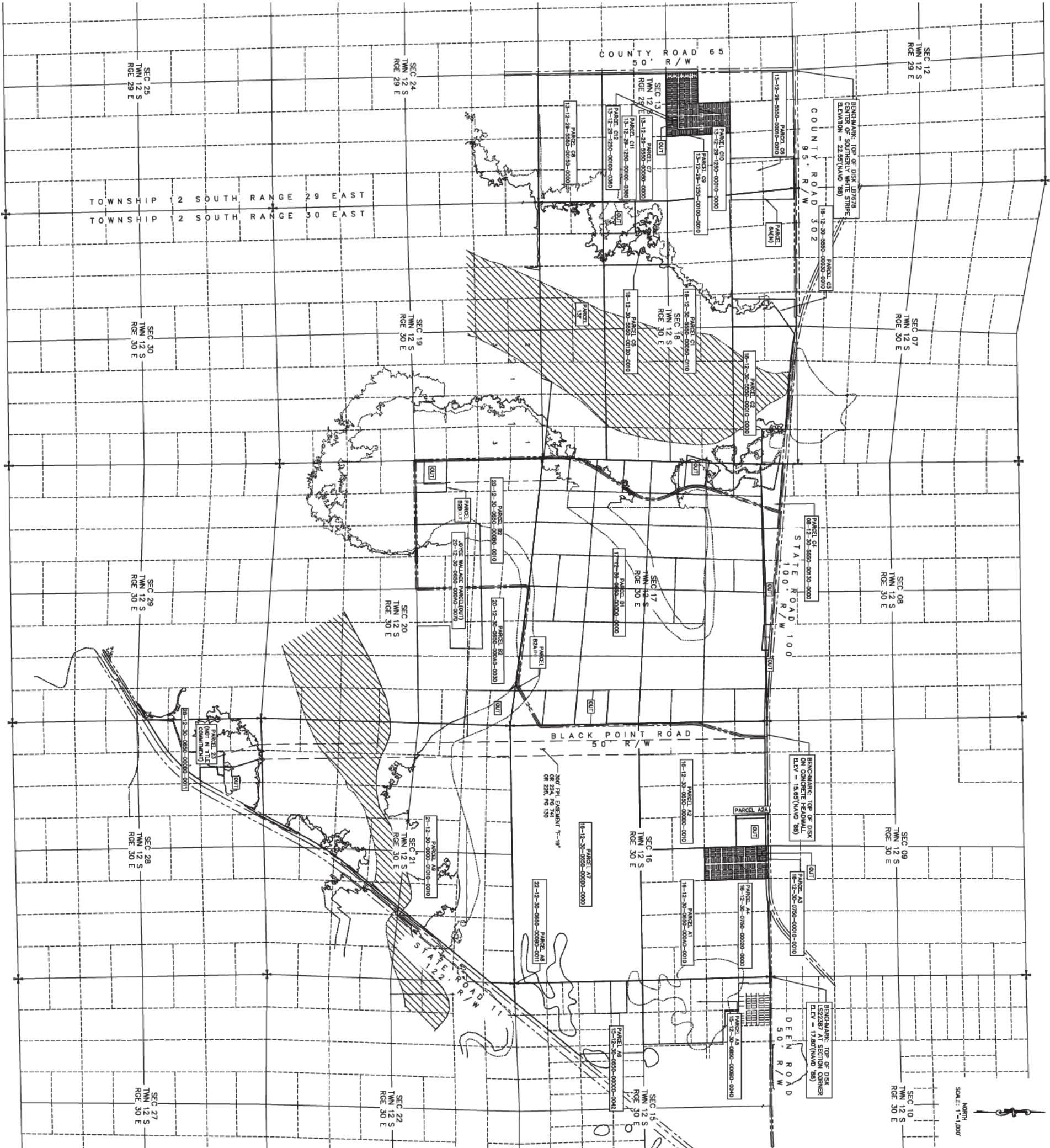
18-12-30-5550-00120-0030 ~ 4.9772 ACRES MORE OR LESS (RHONDA)

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

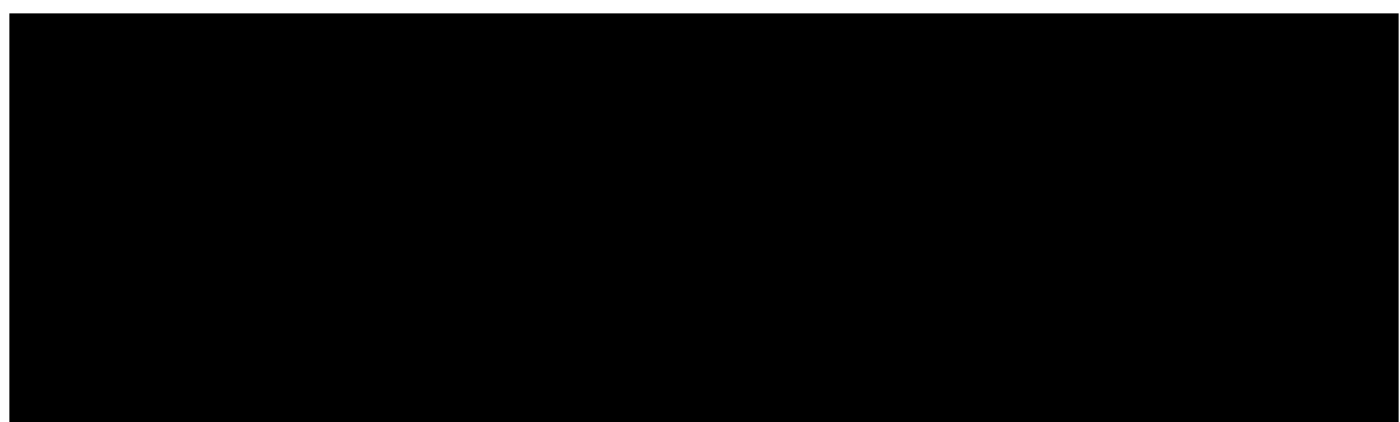
ALSO, LESS AND EXCEPT THE FOLLOWING:

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.

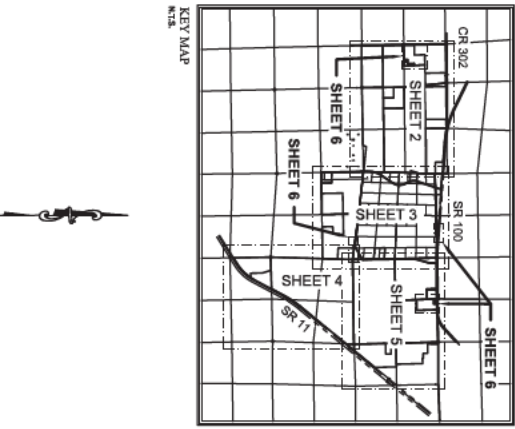
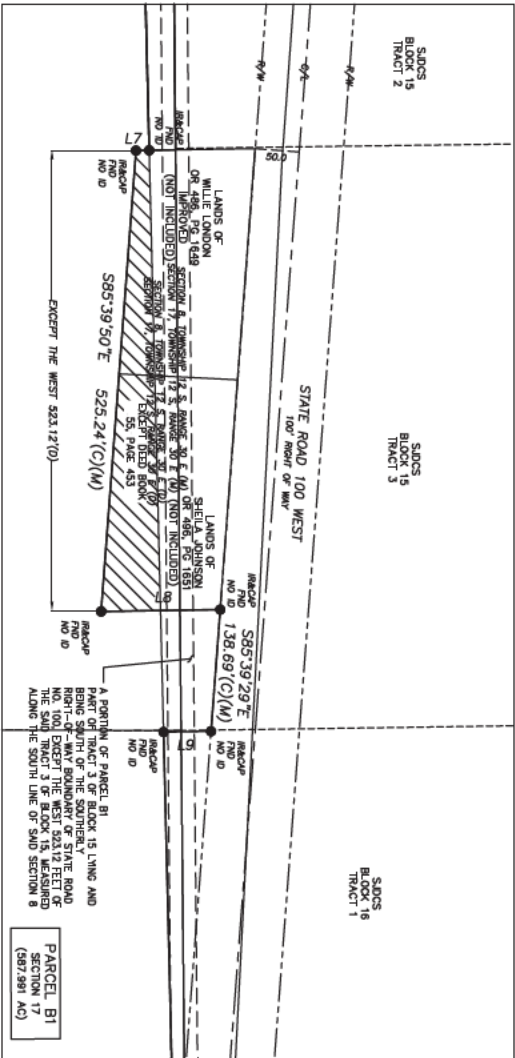
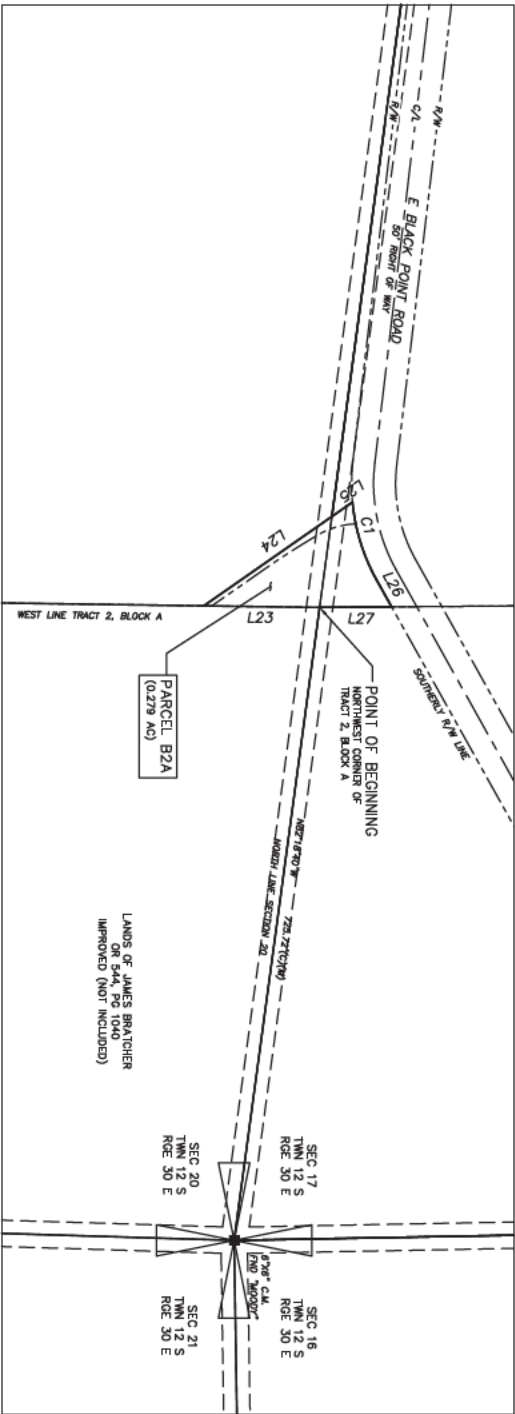
SUBJECT TO EASEMENTS AND ROAD RIGHTS-OF-WAYS AS RECORDED IN BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 7, AND ALSO AS RECORDED IN BUNNELL GARDENS, MAP 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.



LOCATION MAP



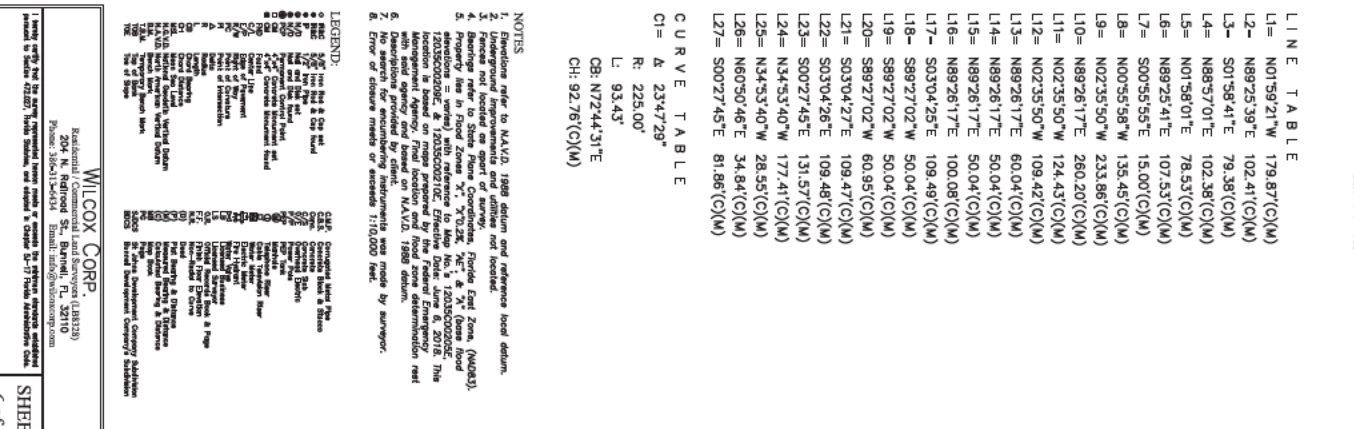
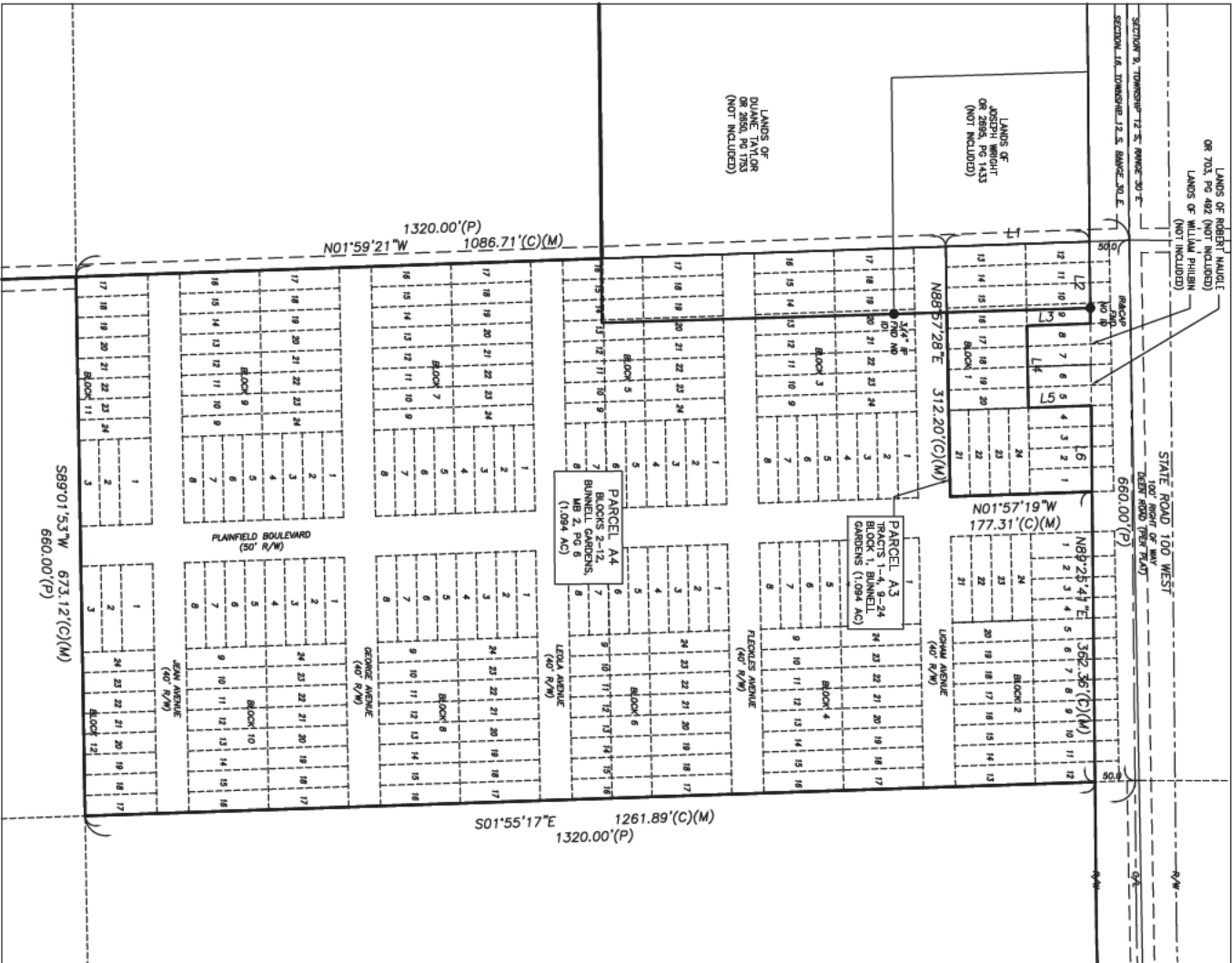
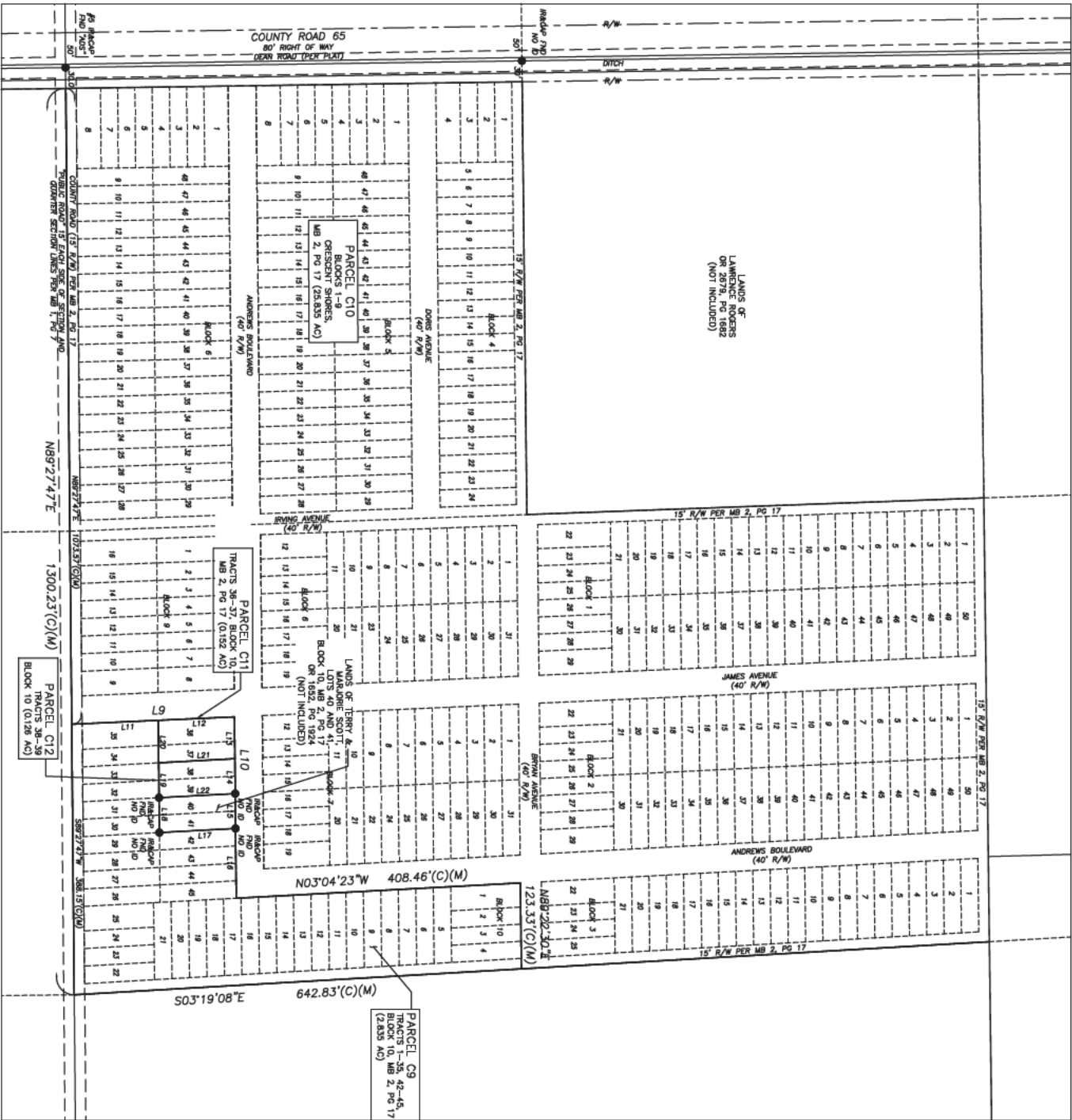
TYPE OF SURVEY: BOUNDARY / TOPOGRAPHIC	
NORTHEAST FLORIDA LAND DEVELOPERS	
2771 North Bay Rd. Ste. 300	Jacksonville, FL 32225
TYPE: SUBDIVISION	DATE: 07/01/2007
BY: DAVID T. WILCOX, L.S. 13871	DATE: 07/01/2007
1. I, the undersigned, being a duly qualified and licensed Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original survey and map as filed with the proper authorities.	
DAVID T. WILCOX, L.S. 13871	
SHEET 1 of 6	



DETAIL 6.1

DETAIL 6.2

DETAIL 6.3



LINE TABLE

SCALE: 1"=100'

KEY MAP

WILCOX CORP.

SHEET 6

6 of 6

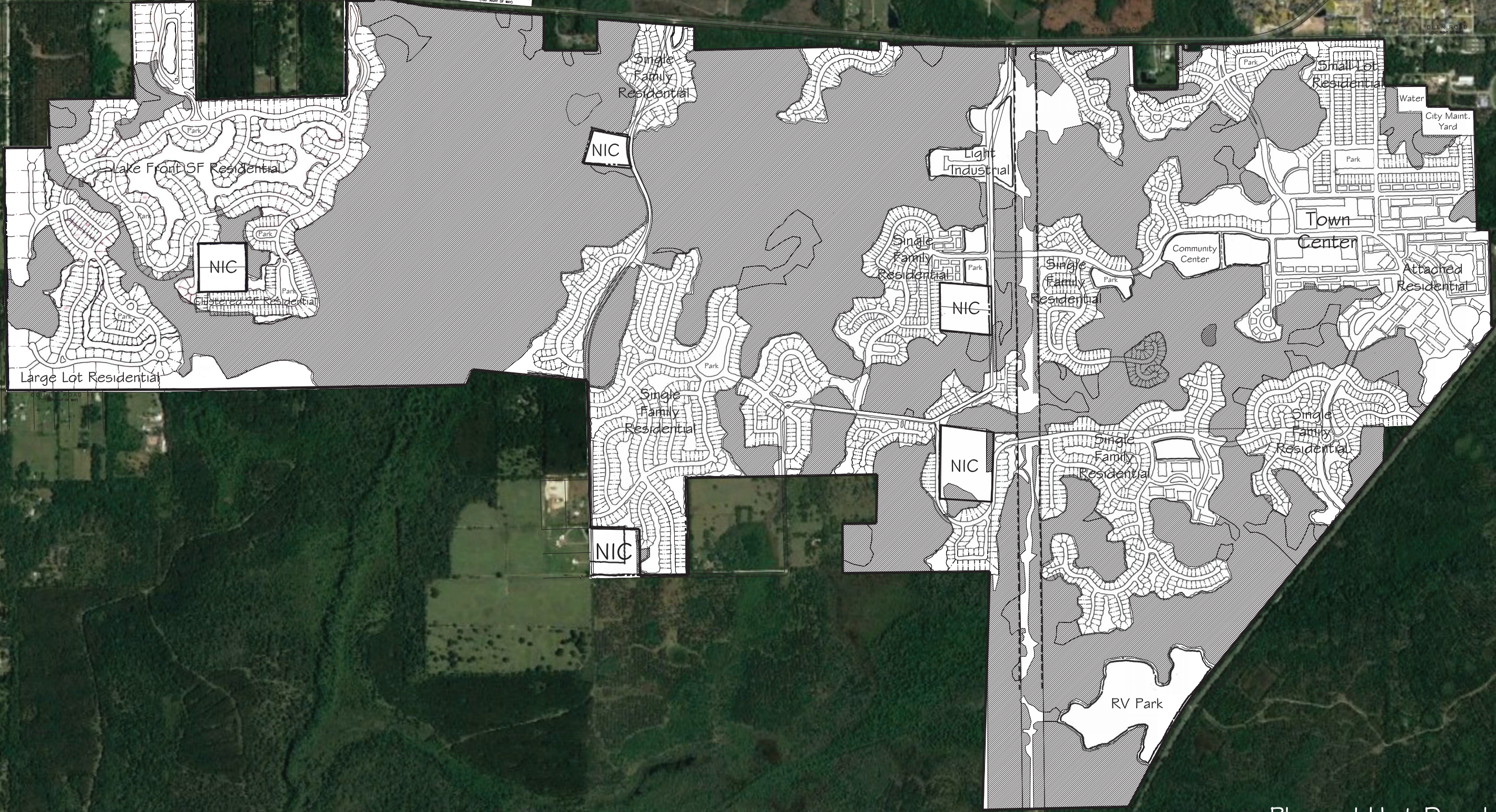
Exhibit “C”

Reserve at Haw Creek Master Conceptual Plan

STATE ROAD 100 W
(100' West of Map)

STATE ROAD

DEER ROAD



Planned Unit Development Master Conceptual Plan

For
Reserve at Haw Creek

A Mixed Use Community

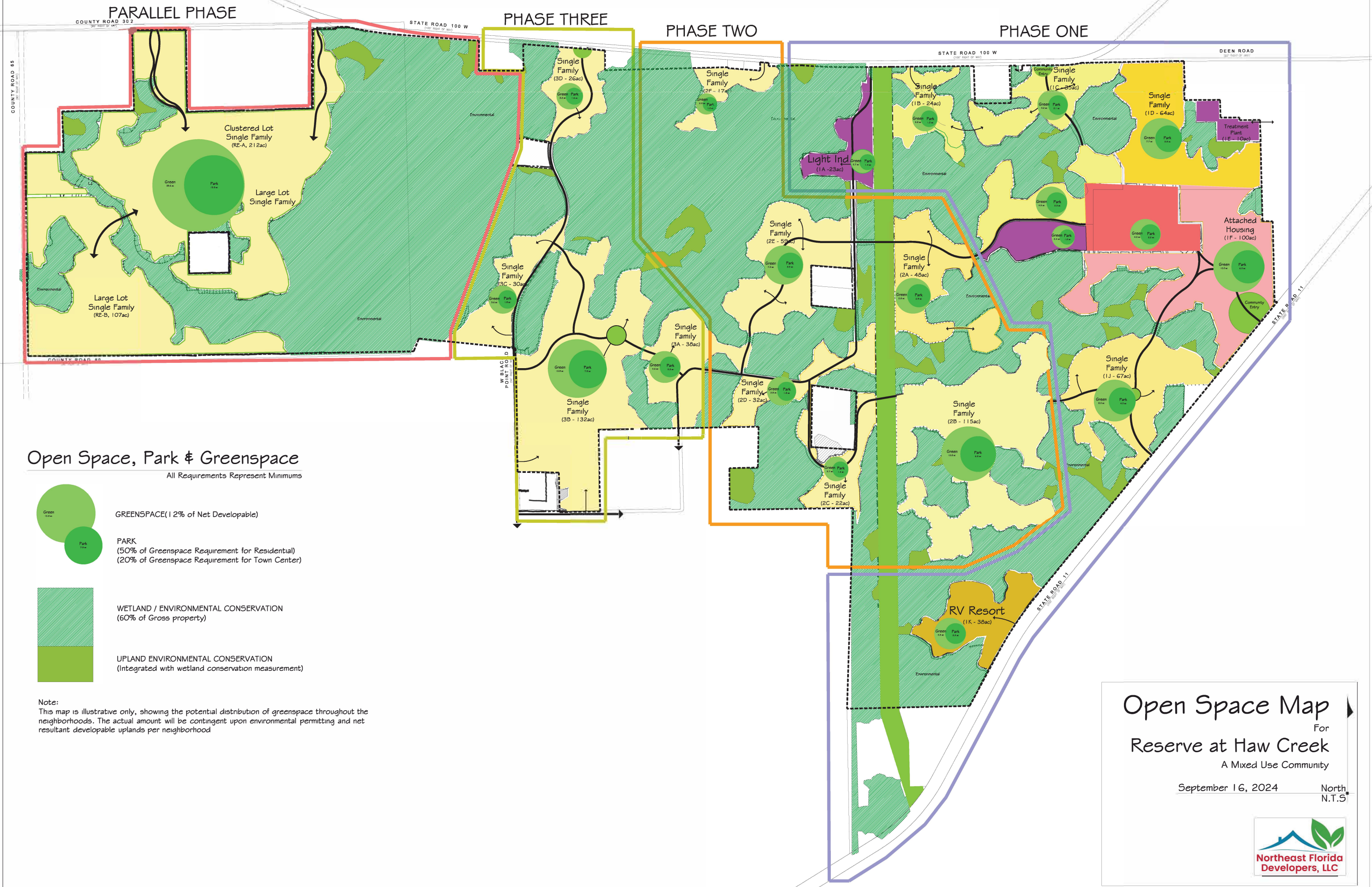
October 24, 2024 North
N.T.S

This plan is conceptual and representative only. Layouts will vary as warranted by environmental and permitting requirements, this plan is for assisting with understanding relationship purposes only. PUD compliance and layouts will be reviewed and approved during the site plan submittal and platting processes.



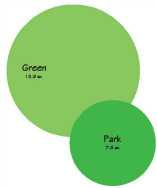
Exhibit “D”

Green space and Park Space Distribution



Open Space, Park & Greenspace

All Requirements Represent Minimums



GREENSPACE (1.2% of Net Developable)

PARK
(50% of Greenspace Requirement for Residential)
(20% of Greenspace Requirement for Town Center)



WETLAND / ENVIRONMENTAL CONSERVATION
(60% of Gross property)

UPLAND ENVIRONMENTAL CONSERVATION
(Integrated with wetland conservation measurement)

Note:
This map is illustrative only, showing the potential distribution of greenspace throughout the neighborhoods. The actual amount will be contingent upon environmental permitting and net resultant developable uplands per neighborhood

Open Space Map

For
Reserve at Haw Creek

A Mixed Use Community

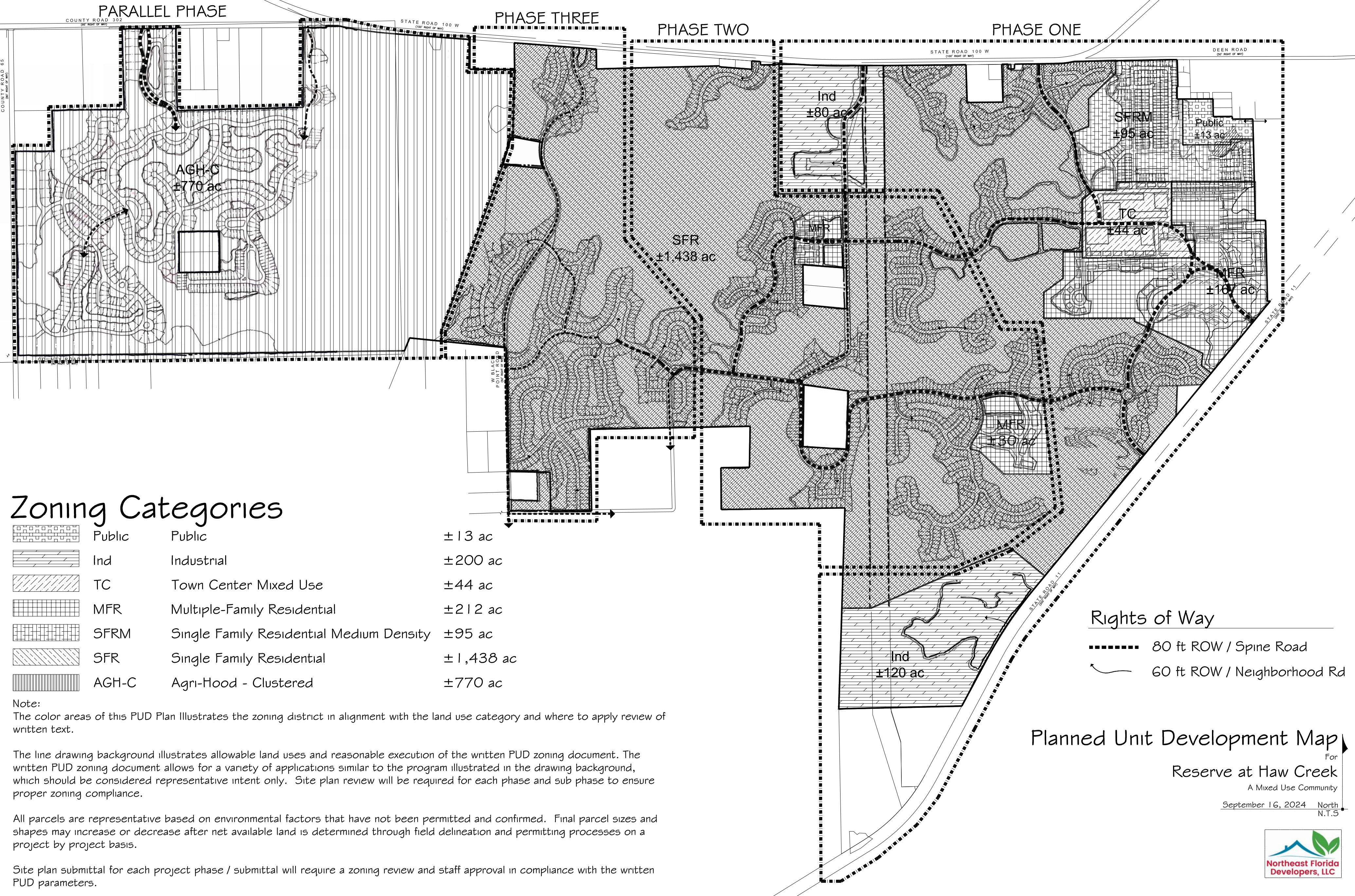
September 16, 2024

North
N.T.S



Exhibit “E”

Reserve at Haw Creek Zone Map



Zoning Categories

	Public	Public	± 13 ac
	Ind	Industrial	±200 ac
	TC	Town Center Mixed Use	±44 ac
	MFR	Multiple-Family Residential	±212 ac
	SFRM	Single Family Residential Medium Density	±95 ac
	SFR	Single Family Residential	± 1,438 ac
	AGH-C	Agri-Hood - Clustered	±770 ac

Note:
The color areas of this PUD Plan Illustrates the zoning district in alignment with the land use category and where to apply review of written text.

The line drawing background illustrates allowable land uses and reasonable execution of the written PUD zoning document. The written PUD zoning document allows for a variety of applications similar to the program illustrated in the drawing background, which should be considered representative intent only. Site plan review will be required for each phase and sub phase to ensure proper zoning compliance.

All parcels are representative based on environmental factors that have not been permitted and confirmed. Final parcel sizes and shapes may increase or decrease after net available land is determined through field delineation and permitting processes on a project by project basis.

Site plan submittal for each project phase / submittal will require a zoning review and staff approval in compliance with the written PUD parameters.

Rights of Way
----- 80 ft ROW / Spine Road
~~~~~ 60 ft ROW / Neighborhood Rd

Planned Unit Development Map  
For  
Reserve at Haw Creek  
A Mixed Use Community  
September 16, 2024 North  
N.T.S.





# 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 2025-02

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY TOTALING 2,881.62± 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
- ☒ 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.

**Business Impact Estimate:**

**The City of Bunnell hereby publishes the following information:**

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This is an ordinance for a rezoning and approval a Planned Unit Development agreement as requested by the applicant.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (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. A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

None

- 4. Additional information the governing body determines may be useful (if any):**

None

**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. H.2.

Document Date: 1/7/2025 Amount:  
Department: Community Development Account #:  
Subject: Requesting approval for Development Agreement 2025-02 with Northeast Florida Developers LLC and JM Properties X LLC for the Reserve at Haw Creek PUD. - First Reading  
Agenda Section: New Business:  
Goal/Priority: Financial Stability/Sustainability, Quality of Life, Infrastructure

#### ATTACHMENTS:

| Description                                        | Type    |
|----------------------------------------------------|---------|
| Development Agreement 2025-02 Reserve at Haw Creek | Exhibit |

#### Summary/Highlights:

This is a request for approval of a statutory development agreement for the Reserve at Haw Creek development outlining the infrastructure improvement 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 May 22, 2025. Advertisement was published in the Observer Local News on May 29, 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 needed to ensure responsibilities of the developer are clearly called out for improvements to the City's infrastructure and facilities. The improvements include:

- Potable Water
- Sanitary Sewer
- Reclaim/Re-use
- Stormwater
- Transportation
- Solid Waste

The agreement also includes the following:

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

Below is a brief summary of each item:

### **Potable Water**

The developer and property owner agree to build a new Water Treatment Facility (WTF) 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 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 (WWTF) 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 WWTF to serve a portion of the first phase of development prior to constructing the new WWTF.

### **Reclaim/Re-use**

The developer and owner will be responsible for constructing reclaimed water lines to serve their development. They will also be inputting re-use meters so 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 with City with necessary easements under and across the property for the stormwater system.

### **Transportation**

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 of the development and to be consistent with the 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 the 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 the purchase 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 future solid waste trucks.

### **Land Donation**

The developer and owner will be donating at least 4 acres to serve future satellite City offices or for expanding emergency services to the area. 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 WWTF 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 addition to the 4 acres they are donating for satellite offices/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 existence to accommodate the growth.

### **Affordable Housing**

The developer will be required to set aside ten percent 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 program offered by the County. Restrictive covenants will be placed onto these properties to ensure they remain affordable in the event the property is sold in the future.

### **Staff Recommendation:**

The development agreement is consistent with the City's 2035 Comprehensive Plan.

### **City Attorney Review:**

Approved for agenda

### **Finance Department Review/Recommendation:**

### **City Manager Review/Recommendation:**

Approved.

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. **Public Facility Improvements.** 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.**

- (i) In furtherance of the public/private partnership established through 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.

- (i) In furtherance of the public/private partnership established through 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**"). 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.
    - (a) 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.
    - (b) 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 22 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) 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 will pay all usual and customary costs associated with providing stormwater capture, retention and treatment on-site to the Property for its intended uses.
- (ii) 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.

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. Parks/Open Space. 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.
- F. Cooperation; 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. **Transportation/Mobility Improvements**. 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. Deen Road. 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 4A 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. Tolman Street. 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 4A 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. 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.
- E. 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.

F. 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(F), 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 4A through 4D 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 4F.
- (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.

- G. Impact Fee Credits. 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 4A, 4B, 4C, and 4D above. Developer acknowledges that no such credit is due for any transportation facility improvements required pursuant to Section 4E above.

5. Land and Equipment Contributions. 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. Land Donation. Developer shall donate to the City a parcel of developable land within the Property of at least four (4) acres (the “**Public Safety Site**”), 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. Developer agrees that the Public Safety Site shall be “**Pad Ready**” which may include clearing, grading, leveling and filling the Public Safety Site, 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 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 prior to the Pad Ready Date, the City shall provide Developer an appropriate license to access the Public Safety Site in accordance with Section 7(B) below.
- B. Impact Fee Credit. Developer shall receive dollar-for-dollar development contribution or impact fee credits in accordance with City Ordinance No. 2020-06 and Section 163.31801, Florida Statutes (2024) for donation of the site along with credit for the actual construction costs related to making the site Pad Ready.
- C. Safety Contribution. Developer has agreed to make a public safety contribution to the City of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the “**Safety Contribution**”). Such Safety Contribution 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 use the Safety Contribution to procure equipment and/or vehicles as the City deems necessary for public safety purposes. Developer shall receive dollar-for-dollar development contribution or impact fee credits in accordance with

City Ordinance No. 2020-06 and Section 163.31801, Florida Statutes (2024) for the Safety Contribution.

D. Solid Waste Contribution. 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) (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); 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 (2024).

E. 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 (2024). 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. Location and Style. 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. The Restrictive Covenant. 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. **City's Obligations.**

- A. Permitting & Authorizations. 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. License, Easement or Approval for Construction of Improvements. 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. Developer Impact Fee Credits. The City acknowledges that pursuant to Section 163.31801, Florida Statutes (2024), 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 (2024) and Section 30-538, LDC, which shall provide for impact fee vouchers.

8. **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.

9. **Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2024).** 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.

10. **Successors and Assigns.** 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.

11. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights 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 (2024). 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.

12. **Police Power and Sovereign Immunity Not Waived.** 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.

13. **Joint Preparation.** 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.

14. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

15. **Captions or Paragraph Headings.** 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.

16. **Counterparts.** This Agreement may be executed in counterparts, each

constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

17. **Effective Date and Recordation.** 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**”).

18. **Entire Agreement.** 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.

19. **Amendment.** 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.

20. **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.

21. **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.

22. **Notices.** 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  
604 E. Moody Blvd. Unit 6  
P.O. Box 756  
Bunnell, Florida 32110

With copy to: City Attorney  
City of Bunnell

---

---

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

23. **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.

24. **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.

25. **Default and Remedies.**

- A. **Event of Default.** 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. **Notice, Cure.** 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. **Development Permits.** If Developer fails to timely cure an Event of Default as set forth in Section 25(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 25(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 25(D) below, the City shall continue to issue Development Permits for development within the PUD.
- D. **Performance Security.** 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) **Litigation.** 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.

26. **Advertising and Recording.** 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 **Exhibit "C"**, the cost of which recording shall be Developer's responsibility,

27. **Benefits to City.** 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.

28. **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.

29. **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 \_\_\_\_\_, 2025, by the City of Bunnell, Florida.

**CITY COMMISSION, City of Bunnell, Florida**

ATTEST:

\_\_\_\_\_  
Kristen Bates, CMC, City Clerk

By: \_\_\_\_\_  
Catherine D. Robinson, Mayor

Seal:

APPROVED FOR FORM AND CONTENT BY:

\_\_\_\_\_  
Vose Law Firm, City Attorney

WITNESSES:

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Address of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

\_\_\_\_\_  
Address of Witness 2

WITNESSES:

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Address of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

\_\_\_\_\_  
Address of Witness 2

**JM PROPERTIES X, LLC, a Florida  
limited liability company  
[OWNER]**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTHEAST FLORIDA  
DEVELOPERS LLC, a Florida limited  
liability company  
[DEVELOPER]**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **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 COMPANY'S SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN ST. JOHNS DEVELOPMENT COMPANY'S 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.



## City's Potable Water Plant





**EXHIBIT "C"**

**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.