

# Planning and Zoning

1769 E. Moody Blvd Bldg 2  
Suite 105  
Bunnell, FL 32110



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

## FLAGLER COUNTY PLANNING AND DEVELOPMENT BOARD

Government Services Building  
Board Chambers  
1769 East Moody Blvd. Bldg 2, Bunnell, Florida 32110

A G E N D A

DATE – July 14, 2015

TIME - 6:00 P.M.

1. Roll Call.
2. Pledge to the Flag.
3. **Quasi-judicial requiring ex parte communication and disclosures: Application #2973 – REZONING FROM PUD (PLANNED UNIT DEVELOPMENT) DISTRICT TO PUD (PLANNED UNIT DEVELOPMENT) DISTRICT**; 24.4 acres generally lying south east of the corner of Roberts Road and Sea Ray Drive lying within Section 2, Township 12 South, Range 31 East, Flagler County, Florida; Parcel #s 02-12-31-0000-01010-0140 and 02-12-31-0000-01010-0150; Owner: Daryl Carter, Trustee of Carter-Flagler Roberts Road Land Trust / Applicant: Brunswick Corporation and Sea Ray Boats, Inc.; Agent: Sidney F. Ansbacher, Esquire.  
*Project #2015010003 (TRC, PB, BCC)*
4. **Quasi-judicial requiring ex parte communication and disclosures: Application #2983 – SITE DEVELOPMENT PLAN IN A PUD (PLANNED UNIT DEVELOPMENT) DISTRICT**; 24.4 acres generally lying south east of the corner of Roberts Road and Sea Ray Drive within Section 2, Township 12 South, Range 31 East, Flagler County, Florida; Parcel #s 02-12-31-0000-01010-0140 and 02-12-31-0000-01010-0150; Owner: Daryl Carter, Trustee of Carter-Flagler Roberts Road Land Trust / Applicant: Brunswick Corporation and Sea Ray Boats, Inc.; Agent: Parker Mynchenberg, P. E., RLA.  
*Project #2015060038 (TRC, PB, BCC)*
5. **Quasi-judicial requiring ex parte communication and disclosures: Application #2984 – RESTORATION OF NON-CONFORMING USE IN THE R-1 DISTRICT**; 15 Westmayer Place, Palm Coast, Florida; Parcel # 26-11-31-5450-00000-0250; Owners/Applicants: Daniel M. and Laurie J. Steflik.  
*Project #2015050011 (TRC, PB)*
6. **Quasi-judicial requiring ex parte communication and disclosures: Application #2987 – VARIANCES IN THE PUD (PLANNED UNIT DEVELOPMENT) DISTRICT**

District 1  
Charles Ericksen, Jr.

District 2  
Frank Meeker

District 3  
Barbara Revels

District 4  
Nate McLaughlin

District 5  
George Hanns

as follows:

- a. **397.8' FROM THE REQUIRED 640' MINIMUM SEPARATION FROM A TELECOMMUNICATION TOWER TO OFF-SITE SINGLE-FAMILY RESIDENTIAL UNIT TO THE EAST;**
- b. **205' FROM THE REQUIRED 320' MINIMUM SEPARATION DISTANCE FROM VACANT UNPLATTED RESIDENTIALLY ZONED LANDS;**
- c. **170' FROM THE MAXIMUM ALLOWABLE COMMUNICATION TOWER HEIGHT OF 150' FOR TWO OR MORE USERS IN RESIDENTIAL ZONING DISTRICTS;**

John Anderson Highway; Parcel #13-12-31-2850-0PL20-0000; 3.17± acres; Gardens at Hammock Beach, Tract PL2, Map Book 35, Page 80; Owner: Flagler County Board of County Commissioners / Applicant: Gerald Muldowney, P.E., NexTower Development Group.

Project #2015050021

(TRC, PB)

7. **Quasi-judicial requiring ex parte communication and disclosures:** Application #2988 – **SPECIAL USE IN THE PUD (PLANNED UNIT DEVELOPMENT) DISTRICT FOR 320' GUYED TELECOMMUNICATION TOWER;** John Anderson Highway; Parcel #13-12-31-2850-0PL20-0000; 3.17± acres; Gardens at Hammock Beach, Tract PL2, Map Book 35, Page 80; Owner: Flagler County Board of County Commissioners / Applicant: Gerald Muldowney, P.E., NexTower Development Group.

Project #2015050023

(TRC, PB, BCC)

8. **Quasi-judicial requiring ex parte communication and disclosures:** Application #2989 – **VARIANCES IN THE MH-1 (RURAL MOBILE HOME) DISTRICT**
- a. **351.1' FROM THE REQUIRED 690' MINIMUM SEPARATION DISTANCE FROM A TELECOMMUNICATION TOWER TO OFF-SITE SINGLE-FAMILY RESIDENTIAL UNITS;**
  - b. **266' FROM THE REQUIRED 690' MINIMUM SEPARATION SINGLE-FAMILY RESIDENTIALLY ZONED PLATTED LAND**
  - c. **2,020' FROM THE REQUIRED 5000' MINIMUM TOWER SEPARATION;**
  - d. **195' FROM THE MAXIMUM ALLOWABLE COMMUNICATION TOWER HEIGHT OF 150' FOR TWO OR MORE USERS IN RESIDENTIAL ZONING DISTRICTS;**

3570 County Road 205; Parcel #31-11-30-0000-01010-0010; 12± acres; Lying in southwest ¼ of northeast ¼ of Section 31, Township 11 South, Range 30 East, Flagler County; Owner: The Board of County Commissioners of Flagler County, Florida / Applicant: Gerald Muldowney, P.E., NexTower Development Group.

Project #2015050025

(TRC, PB)

9. **Quasi-judicial requiring ex parte communication and disclosures:** Application #2990 – **SPECIAL USE IN THE MH-1 (RURAL MOBILE HOME) DISTRICT FOR 345' GUYED TELECOMMUNICATION TOWER;** 3570 County Road 205; Parcel #31-11-30-0000-01010-0010; 12± acres; Lying in southwest ¼ of northeast ¼ of Section 31, Township 11 South, Range 30 East, Flagler County; Owner: The Board

of County Commissioners of Flagler County, Florida / Applicant: Gerald Muldowney, P.E., NexTower Development Group.  
Project #2015050027 (TRC, PB,BCC)

10. **Quasi-judicial requiring ex parte communication and disclosures:** Application #2991 – VARIANCES IN THE AC (AGRICULTURE) DISTRICT

- a. 313.3'± FROM THE REQUIRED 640' MINIMUM SEPARATION DISTANCE FROM A TELECOMMUNICATION TOWER TO OFF-SITE SINGLE-FAMILY RESIDENTIAL USES;
- b. 20' FROM THE MAXIMUM ALLOWABLE COMMUNICATION TOWER HEIGHT OF 300' FOR THREE OR MORE USERS IN NON-RESIDENTIAL ZONING DISTRICTS;

7570 County Road 304; Parcel #30-13-30-0000-01010-0000 and portion of 30-13-30-0000-02040-0000; 34± acres; Lying in northeast ¼ of Section 30, Township 13 South, Range 30 East, Flagler County; Owner: Richard Daniel Cody / Applicant: Gerald Muldowney, P.E., NexTower Development Group.  
Project #2015050029 (TRC, PB)

11. **Quasi-judicial requiring ex parte communication and disclosures:** Application #2992 – SPECIAL USE IN THE AC (AGRICULTURE) DISTRICT FOR 320' GUYED TELECOMMUNICATION TOWER;

7570 County Road 304; Parcel #30-13-30-0000-01010-0000 and portion of 30-13-30-0000-02040-0000; 34± acres; Lying in northeast ¼ of Section 30, Township 13 South, Range 30 East, Flagler County; Owner: Richard Daniel Cody / Applicant: Gerald Muldowney, P.E., NexTower Development Group.  
Project #2015050031 (TRC, PB, BCC)

12. Staff Comments.

13. Board Comments.

14. Public Comments - Each speaker will be allowed up to three minutes to address the Planning and Development Board on any item or topic not on the agenda

15. Adjournment.

PLEASE TAKE NOTICE THAT INDIVIDUAL COMMISSIONERS OF THE BOARD OF COUNTY COMMISSIONERS MAY ATTEND THIS EVENT. THE COMMISSIONERS WHO ATTEND WILL NOT TAKE ANY ACTION OR TAKE ANY VOTE AT THIS MEETING. THIS IS NOT AN OFFICIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY. THIS NOTICE IS BEING PROVIDED TO MEET THE SPIRIT OF THE SUNSHINE LAW TO INFORM THE PUBLIC THAT COMMISSIONERS MAY BE PRESENT AT THESE DISCUSSIONS.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD AGENCY, OR

COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE PLANNING & ZONING DEPARTMENT AT (386) 313-4009 AT LEAST 48 HOURS PRIOR TO THE MEETING.

**Flagler County Government  
Planning and Zoning Department  
Staff Report**

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**TO:** Chairman and Planning and Development Board Members

**FROM:** Planning and Zoning Department

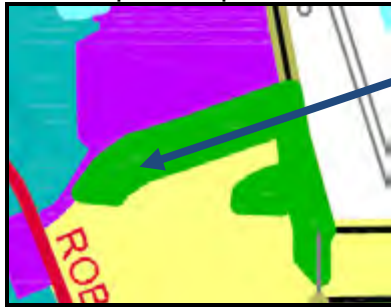
**DATE:** July 14, 2015

**SUBJECT:** Application #2973, REZONING FROM PUD (PLANNED UNIT DEVELOPMENT) DISTRICT TO PUD (PLANNED UNIT DEVELOPMENT) DISTRICT

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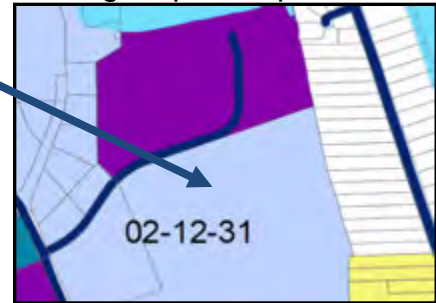
- I. Requested Action & Purpose:** This request is quasi-judicial in nature (not legislative) and does require disclosure of ex parte communication. This request is for approval of a **Rezoning** from Planned Unit Development (PUD) District to PUD (Planned Unit Development) District for Sea Ray Boats, Inc.
- II. Related Applications:** Application #2972 – Future Land Use Map Amendment from Residential Low Density and Conservation to Commercial High Intensity and Conservation; and Application #2983 – PUD Site Development Plan.
- III. Location and Legal Description:** Generally lying southeast of the corner of Roberts Road and Sea Ray Drive lying within Section 2, Township 12 South, Range 31 East, Flagler County, Florida; Parcel #02-12-31-0000-01010-0140 (5.23 acres) and 02-12-31-0000-01010-0150 (18.38 acres); Total project area is approximately 24.4 acres.
- IV. Owner and Applicant/Agent:**
- **Owner:** Daryl Carter, Trustee of Carter-Flagler Roberts Road Land Trust
  - **Applicant:** Sidney F. Ansbacher, Brunswick Corporation and Sea Ray Boats, Inc.
- V. Existing Zoning and Land Use Classification:**
- **Zoning:** PUD (Planned Unit Development) District
  - **Land Use:** Residential Low Density Single Family and Conservation
- VI. Future Land Use Map Classification/Zoning of Surrounding Land:**
- **North:** Industrial / I (Industrial)
  - **East:** City of Flagler Beach single-family residential
  - **South:** Residential Low Density Single Family and Conservation / PUD (Planned Unit Development) District
  - **West:** Roberts Road; Mixed Use: High Intensity Medium/High Density / MUH PUD (Mixed Use High Intensity Planned Unit Development) District (Grand Reserve West)

FLU Map excerpt:



SUBJECT PARCEL

Zoning Map excerpt:



The subject parcel (Property Appraiser's Bing aerial photo link):



**VII. Land Development Code Sections Affected:** Land Development Code subsection 2.02.05.2: “The Planning Board shall review and act upon applications for development review pursuant to the County Land Development Code and other applicable county ordinances.”

And Section 3.03.20., *Purpose and intent* of the PUD (Planned unit development) district: “The purpose and intent of the planned unit development (PUD) is to provide an opportunity for innovative urban design techniques, improved use of land, protection of valuable natural features in the community, desirable land use mix, open space, and more economical public services. The purpose of this provision is to encourage the unified development of large tracts of land using more creative and flexible concepts in site planning than would otherwise be possible through the strict application of minimum and maximum requirements of conventional land use districts established in this article. The proposed PUD must be in harmony with the general purpose of the article and the county's comprehensive plan. The design and construction of a PUD project shall follow a carefully devised plan of development which must be prepared in accordance with the requirements, procedures and approvals herein prescribed.”

- VIII. Report in Brief:** On December 31, 2014, Sea Ray Boats, Inc., through their agent, Sidney Ansbacher, submitted applications for a Future Land Use amendment (Application #2972) and rezoning (Application #2973) for the 24.4 acres located south of and abutting the existing Sea Ray plant site on Roberts Road. The subject parcels are part of the approved Grand Reserve East PUD, a single-family residential development consisting of a maximum of 300 dwelling units on 165.89 acres.

This rezoning request follows the Future Land Use amendment previously considered by the Planning and Development Board under Application #2972. Through the adoption of the Land Use amendment (anticipated to occur at the Board of County Commissioners meeting on July 20, 2015), the present PUD (Planned Unit Development) zoning of the subject parcels as part of the Grand Reserve East PUD is effectively rendered inconsistent, requiring the rezoning. Further, as part of the Future Land Use amendment, the Board adopted Policy A.1.1.10(11) which requires the completion of a rezoning to PUD and the adoption of a text development agreement; the rezoning is necessary to be consistent with the Future Land Use amendment.

This rezoning request matches Sea Ray's intended use of the subject parcels as an employee parking lot, finished boat storage area, and future maximum 40,000 square foot commercial office building. The attached PUD Development Agreement places restrictions on the entitlements for the subject parcels to these uses, while the PUD Site Development Plan (considered under Application #2983) further guides the placement and orientation of these uses on the subject parcels. The combination of these review steps – the Future Land Use amendment, the rezoning to PUD and its accompanying PUD Development Agreement, and the PUD Site Development Plan – create the predictability that this planning process demands. In the end, the development of these parcels will be as provided in these approvals; any major deviation from these approvals will require subsequent review and approval by the Board of County Commissioners.

County staff previously sought an amendment (as reviewed by the Planning and Development Board at the January 13, 2015 regular meeting) to the Land Development Code to permit parking lots, parking garages, and park-and-ride lots as a permitted use in the C-2 zoning district, an amendment that if approved, would have allowed the submittal of a rezoning application which, if also approved, would have required site plan approval by the Planning and Development Board which, if also approved, would allow Sea Ray to use these parcels – zoned C-2 – for its intended employee parking. As this application progressed through the County's review processes, County staff support shifted from the Land Development Code amendment to a rezoning to Planned Unit Development (PUD) approach, primarily because of the added certainty provided by the PUD over a broader zoning category. The PUD can dictate uses, whereas a generalized zoning category cannot.

This rezoning request includes a PUD development agreement which specifies the uses and intensity of development to be permitted on the subject parcels. Since this request is of a commercial nature which varies from the original residential Grand Reserve East PUD, County staff has opted to treat this request as if it was a rezoning, subject to Florida Statutes' more onerous public notice requirements and the County's rezoning requirements, as opposed to the County's processes for amending an adopted PUD. If approved, this rezoning would have the result of reducing the Grand Reserve East PUD by 30 dwelling units – from a maximum of 300 units to 270 units – and by 24.4 acres – from 165.89 acres to 141.49 acres. Subsequent amendment of the Grand Reserve East PUD is anticipated to follow this request.

While the rezoning (also referred to as a reclassification, using the terminology of the LDC at Section 3.04.02) to PUD requires submittal of a sketch plan to accompany the PUD rezoning request to be followed by a subsequent PUD site development plan submittal and approval – as required by Section 3.04.03 of the LDC – Sea Ray has instead opted to simultaneously pursue PUD site development plan approval through related Application #2983. The details of this plan are relevant to the rezoning request to the extent that the rezoning seeks the inclusion of a sketch plan in its approval; this plan provides greater detail than would be provided by the sketch plan. The PUD site development plan is included in the rezoning request agenda item to meet the LDC's PUD rezoning requirements and, if approved under the separate agenda item before the Board of County Commissioners, the PUD site development plan will become an attached exhibit to the PUD development agreement, with both adopted by the Board of County Commissioners by ordinance on second reading. By seeking the approval of the PUD site development plan instead of rezoning with the sketch plan, Sea Ray has provided greater certainty of their intent. The PUD site development plan exceeds the sketch plan's level of detail and, through its inclusion with the rezoning ordinance, may only be amended – except for minor deviations – through an ordinance approved by the Board of County Commissioners, following the review and recommendation of the Planning and Development Board.



Previous Public Hearings

February 8, 2005 – Planning Board voted 3-2 (dissenting members not noted in the minutes) to recommend approval of a Future Land Use Map amendment from I (Industrial) to RSFL (Residential Single Family Low Density) on 166.0 acres, subject to:

1. Approximately 26.2 acres of conservation and 139.8 acres of residential low density to provide a buffer to Sea Ray Boats, protection of salt water marsh areas and an overall reduction in gross density.
2. Participation in Colbert Lane improvements to maintain evacuation time and maintain level of service for future traffic volumes and emergency evacuations (Application #2400).

December 12, 2005 – Board of County Commissioners voted unanimously to approve the Future Land Use Map amendment for 139.8 acres from Industrial to Residential Low Density – Single Family and 26.2 acres from Industrial to Conservation (Application #2400; Ordinance No. 2005-31).

May 16, 2006 – Planning Board voted 5-1 (Crowe dissenting) to recommend (subject to staff comments and additional conditions) to recommend to approve the rezoning from I (Industrial) to PUD (Planned Unit Development)(Application #2603).

June 19, 2006 – Board of County Commissioners voted unanimously to approve the rezoning from I (Industrial) to PUD (Planned Unit Development), creating the Grand Reserve East PUD (Application #2603; Ordinance No. 2006-15).

August 14, 2007 – Planning and Development Board voted unanimously to recommend (subject to staff comments and additional conditions) approval of the amendment to the Grand Reserve East PUD Site Development Plan (Application #2670), Development Agreement (Application #2687), and Preliminary Plat for 176 lots in its initial phase (Application #2646)[Note: Application #2646 did not advance to the BCC.]

November 27, 2007 – Board of County Commissioners voted unanimously to approve the amendment to the Grand Reserve East PUD Site Development Plan (Application #2670) and Development Agreement (Application #2687; Ordinance No. 2007-15).

April 9, 2013 – Planning and Development Board voted unanimously to recommend denial of the Future Land Use Map amendment from Residential Low Density and Conservation to Industrial, Conservation, and Residential Medium Density (Application #2920)[Note: Application #2920 was subsequently withdrawn by the County and did not advance to the BCC.].

January 13, 2015 – Planning and Development Board voted unanimously to recommend approval of an ordinance amending the Land Development Code to add parking lots, parking garages, park-and-ride lots and similar facilities to the permitted principal uses and structures in the C-2 (General Commercial) District (Application #2967)[Note: This request was subsequently withdrawn by the County and did not advance to the BCC.].

February 10, 2015 – Planning and Development Board voted unanimously to recommend denial of the Future Land Use Map amendment from Residential Low Density and Conservation to Commercial High Intensity and Conservation (Application #2972).

February 10, 2015 – Planning and Development Board voted unanimously to postpone indefinitely the request to rezone from PUD (Planned Unit Development) to C-2 (Commercial and Shopping Center) District (Application #2973).

March 16, 2015 – Board of County Commissioners voted unanimously to transmit the Future Land Use Map amendment from Residential Low Density and Conservation to Commercial High Intensity (Application #2972).

- IX. Staff Analysis:** As originally provided in the development agreement adopted through Ordinance No. 2006-15, and as subsequently amended through Ordinance No. 2007-15, the Grand Reserve East Planned Unit Development provides for a maximum of 300 single family and/or single family attached units on approximately 139.87 acres designated as Low Density Residential Future Land Use, with the total project size at 165.89 acres inclusive of lands previously designated as Conservation.

#### Rezoning considerations

LDC Section 3.07.05 Rezoning - action by the Planning and Development Board and Board of County Commissioners. The Flagler County Planning and Development Board may recommend and the Flagler County Commission may enact an ordinance amending the zoning classification of the subject parcel. The adopted Flagler County Land Development Code does not include specific standards for review of a rezoning request; however, generally a request should be consistent with the adopted Comprehensive Plan and the following suggested standards:

- A. For all rezoning requests, the requested zoning designation must be consistent with the Future Land Use designation of the parcel as depicted on the adopted Future Land Use Map and as described in the Future Land Use Element of the adopted Flagler County Comprehensive Plan.

The related Future Land Use Map amendment and Future Land Use Element text amendment request considered in Application #2972 to Commercial High Intensity will be consistent with the proposed PUD

zoning. This rezoning will not take effect until and unless the Future Land Use amendment is approved by the Board of County Commissioners.

- B. The requested zoning designation must be consistent with the goals, objectives, and policies of the Flagler County Comprehensive Plan.

Consistent with Table A.1 from Policy A.1.1.2, development on these combined 24.4 acre subject parcels would be limited to a maximum Floor Area Ratio (FAR) of 0.40 and maximum impervious area of 70%, corresponding to a maximum commercial square footage of 425,145.6 square feet (9.76 acres) and a maximum impervious area of 17.08 acres.

A review of relevant Goals, Objectives, and Policies of the Comprehensive Plan demonstrates that the requested rezoning to PUD is appropriate and consistent. Staff particularly notes Policy A.3.1.3:

“Policy A.3.1.3: Flagler County shall encourage the continued development and improvement of appropriate existing industrial areas, while also providing new sites for industrial development.”

This policy serves, in this instance and as applied to this rezoning request, to continue to support Sea Ray’s operations at its present site, which has historically been a center of industrial activity in the County, while not expanding the industrial operations beyond the present footprint of the existing plant site. This rezoning serves to step-down the impacts from the plant, and will help to ultimately buffer the plant’s operations from the residential uses to the east and south. The related site development plan in a PUD considered under Application #2983 demonstrates consistency with the Goals, Objectives, and Policies of the Comprehensive Plan.

Additionally, the PUD zoning designation is consistent with Policy A.1.1.10(11), the parcel-specific limiting policy adopted through Application #2972, which requires the applicant to seek a rezoning to PUD.

- C. The requested zoning designation must be compatible with the adjacent and surrounding land uses. Land uses shall include, but not be limited to permitted uses, structures, and activities allowed within the Future Land Use category and zoning district. Compatibility shall be based on characteristics which can impact adjacent or surrounding uses including type of use, height, appearance, aesthetics, odors, noise, smoke, dust, vibration, traffic, sanitation, drainage, fire risk, environmental impacts, maintenance of public infrastructure, availability of potable water and sanitary sewer, and other necessary public services.

As part of Coastal Area 2, the update to the Comprehensive Plan noted that:

“Overall, this area does not appear to have any major land use issues, but the Sea Ray plant site and surrounding areas will need to be monitored to prevent the development of incompatible uses.”

This rezoning request should not be viewed as punitive against Sea Ray’s present, permitted use, which dates back to 1984. This rezoning request will not allow expansion of Sea Ray’s industrial operations, either on these parcels or on the existing plant site. Any expansion of industrial operations on Sea Ray’s plant site would be subject to the limitations of the Comprehensive Plan and the land development regulations – and specifically the industrial performance standards of Section 3.03.18.G – of the I (Industrial) District from the County’s Land Development Code, along with the review processes for evaluation of proposed uses contained in the Code.

As applied to Sea Ray’s plant site, Policy A.1.1.2’s Table A.1 limits the Industrial Land Use to a maximum 70% impervious area, with a maximum Floor Area Ratio (FAR) at 0.45:

Parcel 02-12-31-0000-01010-0010			
Existing	Parcel Size	Max Impervious	Max FAR
Sea Ray plant	39.56 acres (1,725,258 s.f.)	27.73 acres (1,207,680 s.f.)	776,365.9 s.f.

To the extent that Sea Ray may expand on their present plant site due to shifting employee parking to the subject parcels, any expansion would still be limited to these Comprehensive Plan thresholds, along with the Land Development Code’s industrial performance standards on their industrially-zoned plant site.

Each of the considerations as listed in the above suggested rezoning review standard is eliminated or reduced through the setbacks and buffers contained in the Land Development Code. These regulations collectively ensure compatibility between uses of differing type or scale. Compliance with these standards is demonstrated through the PUD development agreement text and the PUD site development plan. These documents create a binding framework that assures a predictable outcome upon project buildout. Any deviations – other than minor deviations as permitted by the PUD development agreement or the LDC – require approval of the Board of County Commissioners.

- D. The requested zoning will not adversely impact or exceed the capacity or the fiscal ability of Flagler County to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities.

Should the requested zoning be approved, the proposed development will not impact or exceed the public facilities necessary to support the proposed development.

Although not needed for the intended parking lot use by Sea Ray – other than extension of fire water service lines and hydrants – water and sewer service is to be provided by central service by the City of Palm Coast. The future office building will be connected to central utilities.

Drainage will be permitted by the St. Johns River Water Management District, while fire protection will be provided through the County's Fire Services Division, with the nearest County station at the Airport and mutual aid available from the City of Flagler Beach and the City of Palm Coast.

- E. The requested zoning shall not be approved if any of the proposed permitted uses or activities result in a public nuisance.

The threshold assumption of the County's zoning districts and each respective listing of permitted principal uses and structures is that each use cannot create a public nuisance since its placement on a parcel would be subject to setbacks and buffers as otherwise provided in the Land Development Code and would not be subject to any extraordinary regulations designed to curtail its impacts.

The proposed use through this rezoning is for a parking lot. If appropriately buffered consistent with the County's regulations in the Land Development Code, the parking lot will not create a public nuisance. Likewise, the finished boat storage area, located proximate to Roberts Road and its commercially-developed uses, would not result in a public nuisance to the less intense residential development in the vicinity. Finally, the proposed maximum 40,000 square foot office building, if constructed to the standards adopted through the PUD development agreement and PUD site development plan, will not result in a public nuisance because of its siting in the western portion of the combined subject parcels, away from the residentially developed parcels to the east.

Each of the proposed uses considered through this rezoning do not pose a public nuisance. Each of these uses are encountered elsewhere throughout the County where, if development is limited in size, scale, and intensity, and appropriate setbacks and buffers are provided, public nuisances are avoided and compatibility is achieved. Development standards – like those included in the PUD development agreement, which reduce building mass and site uses and structures away from adjacent parcel lines with minimum setbacks and landscape buffers in place – all seek to encourage compatibility between land uses. Even a

single-family residential dwelling unit – if not regulated as to its maximum area, height, and proximity to its neighbors – can pose a public nuisance; it is through appropriate land use controls that public nuisances are avoided.

- F. The requested zoning shall not be approved if any of the proposed traffic flow of the permitted uses have an unreasonable impact on the contiguous and surrounding area; or if the proposed traffic has an unreasonable impact upon the projected wear and tear of any public roadway designed to carry lighter traffic than proposed with the rezoning; or if the proposed traffic results in an unreasonable danger to the safety of other traffic, pedestrians, and bicyclists.

Since the intended use of the subject parcels is as a parking lot replacing the existing parking lot, traffic impacts to Roberts Road and the overall roadway network are not expected to be significant. The rezoning has the effect of reducing the Grand Reserve East PUD by 30 dwelling units (applying the PUD's approved 2.15 unit/acre density to the 14.07 acres of Residential Low Density Single Family Future Land Use in these parcels), resulting in 286 daily trips (based on 9.52 average weekday trips generated by a single-family detached dwelling unit; Land Use 210, ITE Trip Generation, 9th Edition) available to Sea Ray in addition to those presently impacting Roberts Road associated with the plant's operations. The available trips increases to 400 daily trips (based on 42 dwelling units) utilizing the Future Land Use's "worst-case" analysis of impacts based on the maximum density permitted by the Residential Low Density Single Family Future Land Use of three units per acre.

With the plant operating on multiple shifts, the traffic will be more equitably distributed between peak and non-peak times, reducing impacts to motorists on adjacent roadways. Ultimately, if operations of Sea Ray and others on Roberts Road results in periodic choke points at peak times of demand, then Sea Ray and others will likely seek staggered shift times and off-peak delivery schedules to adjust operational impacts; this is what is done elsewhere.

The County would enforce its access management criteria, requiring that the resulting operation either utilize the existing Sea Ray Drive or a new single access point so as to reduce the number of driveways – and traffic conflict points – on Roberts Road.

Approval of this rezoning is not expected to create an unreasonable impact on the area or the roadway, or to result in an unreasonable danger to other users of the roadway. The present utilization of the roadway will continue as it has, with no substantive change in the traffic anticipated through this rezoning. Sea Ray's stated intent through this request continues to be the safety of its employees and their safe movements to

and from work each day, along with the safety of the plant's assets from fire and catastrophe and the safe movement of materials to, from, and through the plant site.

In addition to the generalized rezoning criteria previously utilized by County staff, the LDC at Section 3.04.02.F includes specific findings related to a rezoning to PUD, with each item listed below followed by staff's analysis:

- “F. Action by the planning board and board of county commissioners. Pursuant to the requirements of subsection 3.05.05, the Flagler County Planning Board may recommend and the Flagler County Commission may enact an ordinance establishing a PUD, including any special conditions related thereto, based upon findings that:
1. The proposed PUD does not affect adversely the orderly development of Flagler County and complies with the comprehensive plan adopted by the Flagler County Board of County Commissioners.”

This proposed PUD does not adversely affect the orderly development of the County. The intended uses are occurring in an area previously intended for industrial development that has for the last ten years been entitled for single-family residential development, but remains undeveloped. If anything, it is the proliferation of residential entitlements sought in the last decade that has had an adverse affect on the local economy; rather than diversifying the employment base, the County (along with its municipalities) sought to support the residential construction industry, even to the point of converting previously designated industrial lands like the subject parcels – that had been so designated for ten years since 1991, but had up to that time been undeveloped – to more prospective single-family subdivisions. The adoption of the PUD development agreement and PUD site development plan through this rezoning eliminates any potential for adverse impact posed by the proposed uses to other less intense uses.

Compliance with the Comprehensive Plan is achieved through the adoption of the Future Land Use Map amendment and the parcel-specific limiting policy adopted through Policy A.1.1.10(11). The policy creates the linkage between the Plan amendment and the PUD by requiring the PUD and its zoning controls to be adopted prior to any development occurring on the subject parcels.

- “2. The proposed PUD will not affect adversely the health and safety of residents or workers in the area and will not be detrimental to the use of adjacent properties or the general neighborhood.”

The proposed PUD and its uses are not of a nature which would adversely affect the health and safety of residents or workers in the area. These uses, especially the parking lot and finished boat staging/storage area, alleviate a growing safety concern for Sea Ray by allocating more of the existing plant site to storage due to changing market conditions. This parking lot and finished boat storage area, and the commercial office building that may eventually follow, are sited in such a manner so as not to be detrimental – or even noticed – by the adjacent properties or the general neighborhood. The presence of the large setback to the east and the maintenance of existing natural vegetation between the proposed parking lot and the adjacent homes along Lambert Avenue aid in achieving compatibility between these uses.

- “3. If the board of county commissioners shall enact an ordinance creating a PUD district, the district shall be indicated on the official land use district map. All maps, plans, documents, agreements, stipulations, conditions, and safeguards constituting the development plan as finally approved shall be placed on file, within thirty (30) days of approval, in the office of the clerk of the circuit court and shall constitute the regulations for the specific PUD district that has been approved. All development within the boundaries of the PUD district as approved shall take place in accord with such regulations. Any unapproved deviation from the PUD ordinance shall constitute a violation of the Flagler County Land Development Code.”

The subject parcels are already designated on the zoning map as PUD; this rezoning changes the specific uses from those associated with the Grand Reserve PUD to those proposed through this application and the accompanying PUD development agreement and PUD site development plan.

- “4. Approval of a PUD application by the board of county commissioners shall be contingent upon acceptance by the applicant within thirty (30) days.”

In this instance, not only is the approval contingent upon the applicant’s acceptance and recordation of the ordinance, but the rezoning is also subject to the effective date of the Future Land Use amendment ordinance.

- “5. The county shall not be responsible for approving or enforcing any covenants and restrictions related in any PUD project.”

This disclaimer is included in the text of the LDC to be clear as to the responsibility of the County as it relates to enforcement of private



covenants and restrictions; however, this disclaimer also ensures that sufficient land use controls are placed within any development agreement text approved as part of a PUD rezoning.

Overall, the requested rezoning to PUD for a parking lot, future commercial office building, and finished boat staging/storage area permits a higher intensity of use and potential development than the presently approved single-family residential PUD. As previously recommended by County staff, consideration, either through a parcel-specific limiting policy in the Future Land Use Element or through another mechanism like a development agreement, or as is the case here, both the limiting policy and the development agreement, of limitations on the use of the subject parcels are appropriate to provide assurances to adjacent properties that more noxious development will not occur on these parcels than the proposed parking lot, finished boat staging/storage, and office building. It is staff's recommendation that, inclusive of the PUD development agreement and the PUD site development plan, the requested rezoning to PUD is appropriate and is consistent with the Comprehensive Plan and Land Development Code.

TRC review

Staff presented the applicant with comments as part of the January 21, 2015 and May 20, 2015 Technical Review Committee meetings; as of the date of this report, all staff comments have been satisfactorily addressed.

This agenda item is:

quasi-judicial, requiring disclosure of ex-parte communication; or

legislative, not requiring formal disclosure of ex-parte communication.

- X. Staff Recommendation:** Staff recommends that the Planning and Development Board recommend to the Board of County Commissioners approval of the ordinance rezoning the 24.4 acres in Parcel #s 02-12-31-0000-01010-0140 and 02-12-31-0000-01010-0150 from PUD (Planned Unit Development) District to PUD (Planned Unit Development) District, including adoption of the PUD Development Agreement, based on the finding that the rezoning is consistent with the Comprehensive Plan and the Land Development Code and, generally, that the County's suggested rezoning standards have been met and, specifically, that the findings listed at Section 3.04.02.F have been satisfied.
- IX. Suggested Recommendation Language:** The Planning and Development Board recommends approval to the Board of County Commissioners for Application #2973 a rezoning from Planned Unit Development (PUD) District to Planned Unit Development (PUD) District, finding that the rezoning is consistent with the Comprehensive Plan and the Land Development Code and, generally, that the County's suggested rezoning standards have been met and, specifically, that the findings listed at Section 3.04.02.F have been satisfied.

Note: The rezoning shall not become effective until the effective date of the related Future Land Use Map amendment; this will be accomplished by timing the second reading and adoption of the rezoning ordinance following the adoption of the Future Land Use amendment.

Attachments

1. Notification list and map
2. Draft ordinance and PUD development agreement
3. Application and supporting documents

**Flagler/Palm Coast  
NEWS-TRIBUNE**

Published Each Wednesday and Saturday  
Flagler County, Florida

**State of Florida,  
County of Flagler**

Before the undersigned authority personally appeared

**Cynthia Anderson**

who, on oath says that she is .....

**LEGAL COORDINATOR**

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

**NOTICE OF REZONING**

**NT 2143065**

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

**JUNE 27, 2015**

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

.....*Cynthia Anderson*.....

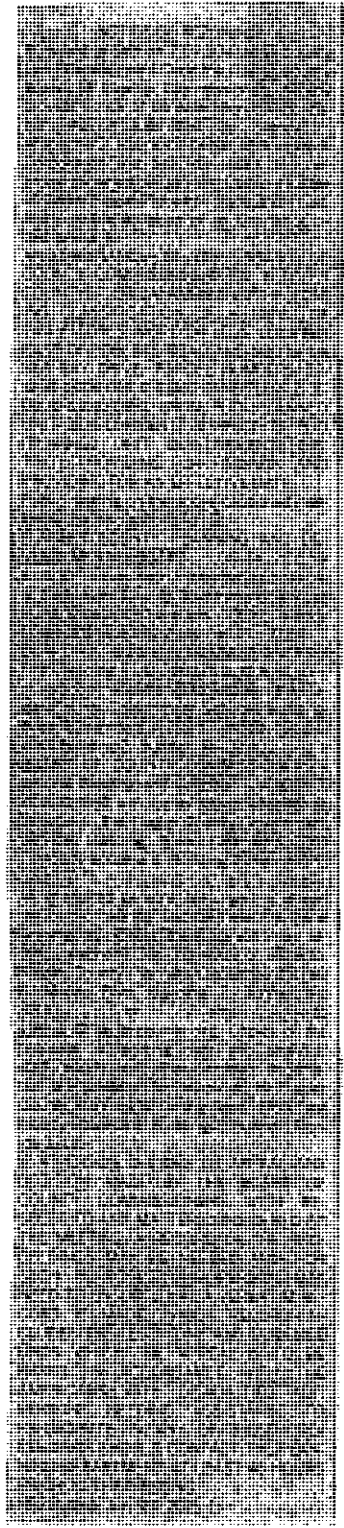
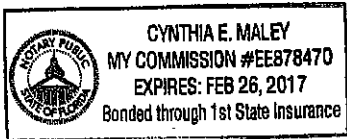
Sworn to and subscribed before me

This **29TH** of **JUNE**

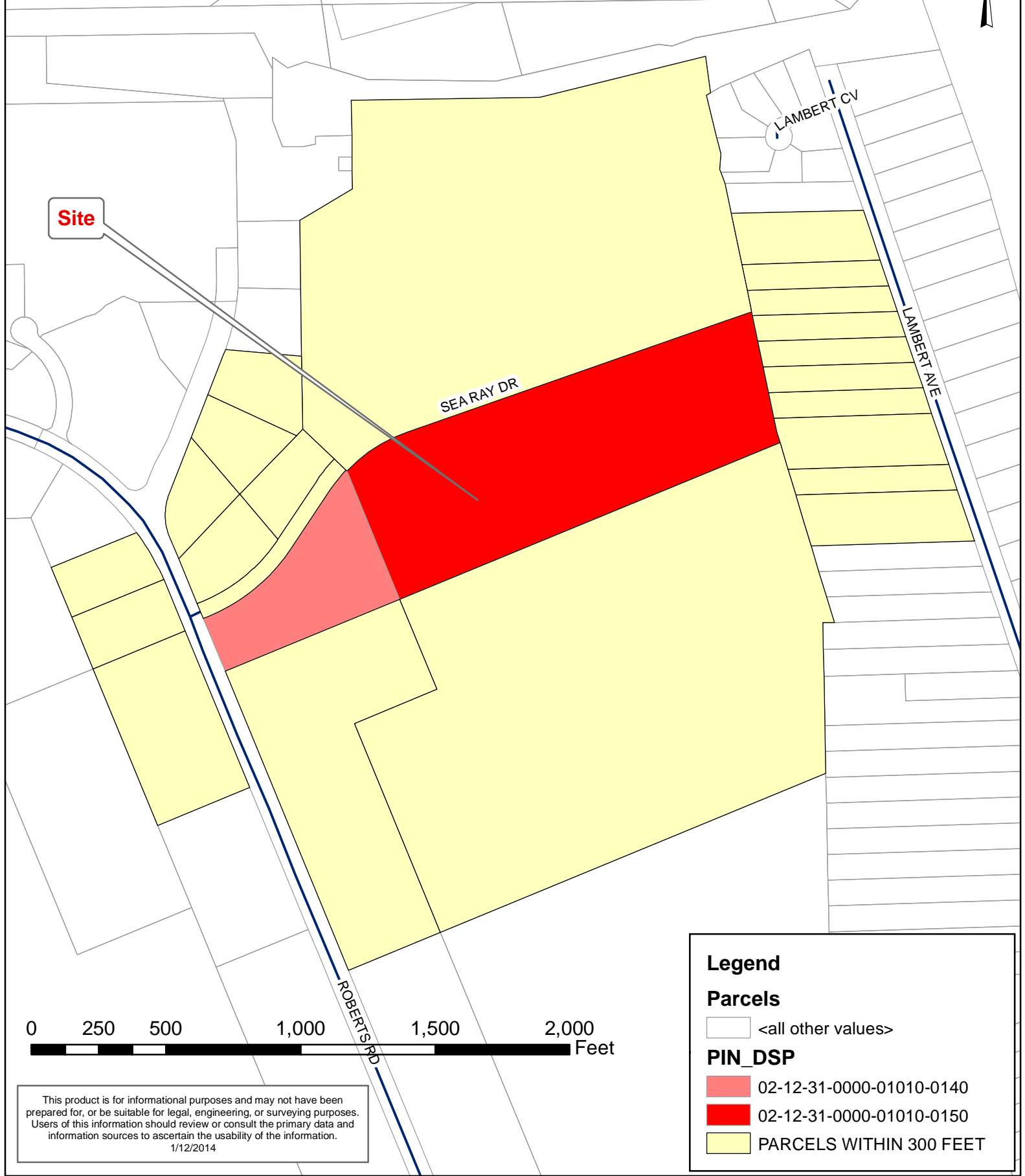
A.D. 2015

.....*Cynthia E. Maley*.....

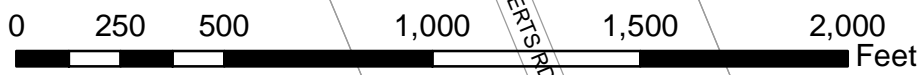
49D



Application #2973  
 REZONING FROM PUD TO C-2  
 Owner/Applicant: Daryl Carter  
 Parcel #02-12-31-0000-01010-0140 & 02-12-31-0000-01010-0150



Site



**Legend**

**Parcels**

<all other values>

**PIN\_DSP**

02-12-31-0000-01010-0140

02-12-31-0000-01010-0150

PARCELS WITHIN 300 FEET

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.  
 1/12/2014

Parcel Number	Owner Name	Address	Address 2	City	State	Zip
02-12-31-0000-01010-0010	Sea Ray Boats, Inc. - Sea Ray Boats #16 - Brunswick Boat Group	Attn: Sue Joslin	P. O. Box 1950	Knoxville	TN	37901-0000
02-12-31-0000-01010-0020	James A. and Julia M. Allen Smith		557 N. Beach Street	Ormond Beach	FL	32174
02-12-31-0000-01010-0100	Lighthouse Harbor LLC		7 Sandpiper Court	Palm Coast	FL	32137
02-12-31-0000-01010-0140	Daryl M. Carter, Trustee		P. O. Box 568821	Orlando	FL	32856-8821
02-12-31-0000-01010-0142	Daryl M. Carter, Trustee		P. O. Box 568821	Orlando	FL	32856-8821
02-12-31-0000-01010-0150	Daryl M. Carter, Trustee		P. O. Box 568821	Orlando	FL	32856-8821
02-12-31-0000-01010-0152	Daryl M. Carter, Trustee		P. O. Box 568821	Orlando	FL	32856-8821
02-12-31-0000-01010-0160	Sea Ray Boats, Inc.		100 Sea Ray Drive	Flagler Beach	FL	32136
02-12-31-4938-00000-0030	Lighthouse Harbor LLC		7 Sandpiper Court	Palm Coast	FL	32137
02-12-31-4938-00000-0040	Lighthouse Harbor LLC		7 Sandpiper Court	Palm Coast	FL	32137
02-12-31-4938-00000-0050	Lighthouse Harbor LLC		7 Sandpiper Court	Palm Coast	FL	32137
02-12-31-4938-00000-0060	Lighthouse Harbor LLC		7 Sandpiper Court	Palm Coast	FL	32137
02-12-31-4938-00000-0070	Florida Landmark Communities LLC		145 City Place, Suite 300	Palm Coast	FL	32164
02-12-31-4938-00000-0080	Florida Landmark Communities LLC		145 City Place, Suite 300	Palm Coast	FL	32164
11-12-31-5325-00000-0380	Daniel D. and Ramona R. Rutkowski		1431 Lambert Avenue	Flagler Beach	FL	32136
11-12-31-5325-00000-0400	James Weiss		Post Office Box 427	Flagler Beach	FL	32136
11-12-31-5325-00000-0410	Thomas and Roseanne Stocker		1481 N. Lambert Avenue	Flagler Beach	FL	32136
11-12-31-5325-00000-0430	Tetsuo Yama		1501 Lambert Avenue	Flagler Beach	FL	32136
11-12-31-5325-00000-0440	John B. and Freda Keegan, H & W		1511 Lambert Avenue	Flagler Beach	FL	32136
11-12-31-5325-00000-0450	Paul M. Spanier		P. O. Box 1445	Southampton	NY	11969
11-12-31-5325-00000-0460	Daniel T. and Ginger B. Whalen, H&W		1551 Lambert Ave	Flagler Beach	FL	32136-3045
11-12-31-5325-00000-0470	Stephen A. and Victoria Y. Aubert, H&W		1309 Hidden Brook Court	Abingdon	MD	21009
11-12-31-5325-00000-0480	Nan A. Nebel		1799 John Anderson Hwy	Flagler Beach	FL	32136
11-12-31-5325-00000-0490	Nan Allison Nebel		1799 John Anderson Hwy	Flagler Beach	FL	32136

I hereby affirm that mailed notice was sent to each property owner on this list on 6/26/2015 advising of public hearing for App #2973 on 7/14/2015 Planning Dev. Bd, 7/20/2015 BCC and 8/3/2015 BCC.



Gina Lemon, Development Review Planner III

ORDINANCE NO. 2015 – \_\_\_\_

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA AMENDING THE ZONING CLASSIFICATION OF A TOTAL OF 24.4± ACRES, MORE OR LESS, LOCATED EAST OF ROBERTS ROAD AND SOUTH OF SEA RAY DRIVE, PARCEL NUMBERS 02-12-31-0000-01010-0140 AND 02-12-31-0000-01010-0150, FROM PUD (PLANNED UNIT DEVELOPMENT) DISTRICT TO PUD (PLANNED UNIT DEVELOPMENT) DISTRICT; PROVIDING FOR FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Daryl Carter, Trustee of Carter-Flagler Roberts Road Land Trust, is the owner of the following contiguous parcels:

Parcel #02-12-31-0000-01010-0140, 5.23 acres in size; and  
Parcel #02-12-31-0000-01010-0150, 18.38 acres in size.

**WHEREAS**, the parcels identified by Flagler County Property Appraiser parcel numbers above together total 24.4 acres, more or less, more particularly described herein and graphically shown in Exhibit "B" attached hereto; and

**WHEREAS**, Brunswick Corporation and their subsidiary, Sea Ray Boats, Inc., on behalf of the owner, sought the amendment of the Future Land Use designation of the lands described herein; and

**WHEREAS**, on July 20, 2015, the Flagler County Board of County Commissioners conducted a public hearing on the Future Land Use amendment and adopted the amendment to Commercial High Intensity, together with adoption of a new Policy A.1.1.10(11); and

**WHEREAS**, among other considerations, Policy A.1.1.10(11) directed the applicant to pursue a rezoning to Planned Unit Development (PUD); and

**WHEREAS**, the lands described herein were, through the adoption of Ordinance No. 2006-15 and its subsequent amendment through Ordinance No. 2007-15, previously rezoned to Planned Unit Development (PUD); and

**WHEREAS**, the lands described herein were, through the previous rezoning ordinances, part of the Grand Reserve East PUD, a single-family residential PUD; and

**WHEREAS**, rezoning of the lands described herein is appropriate since the requested use is commercial in nature, including a parking lot, a commercial office building not to exceed 40,000 square feet, and a finished boat staging area; and

**WHEREAS**, development of the parking lot, commercial office building not to exceed 40,000 square feet, and finished boat storage area is included and further limited through the PUD development agreement attached as Exhibit "A" and PUD site development plan attached as Exhibit "B", providing specifically for these uses and related locational standards for their development, inclusive of buffer areas; and

**WHEREAS**, rezoning of the subject property to Planned Unit Development (PUD) is consistent with the Commercial High Intensity Future Land Use designation and Policy A.1.1.10(11) and the resulting parcel size is consistent with the Commercial High Intensity Future Land Use; and

**WHEREAS**, on July 14, 2015, the Planning and Development Board conducted a public hearing on this request and voted to recommend \_\_\_\_\_; and

**WHEREAS**, on July 20, 2015, the Board of County Commissioners held a public hearing on this request and approved this ordinance and rezoning on first reading; and

**WHEREAS**, on August 3, 2015, the Board of County Commissioners held a public hearing on this request and adopted this ordinance and rezoning on second reading; and

**WHEREAS**, public notice of this action has been provided in accordance with Section 125.66 and Chapter 163, Florida Statutes, and Section 2.07.00, Flagler County Land Development Code.

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

**SECTION 1. FINDINGS**

- A. The Board of County Commissioners finds that the proposed rezoning is consistent with the Flagler County Comprehensive Plan and in particular the Future Land Use Element.
- B. The recitals provided above are incorporated herein.

**SECTION 2. ZONING MAP AND TEXT AMENDMENT**

- A. The real property containing 24.40± acres legally described herein is hereby rezoned to the PUD (Planned Unit Development) District. The Official Zoning Map of Flagler County shall be amended to reflect this amendment. The legal description of the subject property is:

A parcel of land lying within Government Section 2, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

As a Point of Reference, commence at the southwest corner of Lot 35, River Oaks, Map Book 27, Pages 15 through 17, Public Records of Flagler County, Florida;

Thence departing said corner N16°46'35"W for a distance of 710.04 feet to the Point of Beginning of this description;

Thence S67°12'53"W for a distance of 2228.20 feet to the northeasterly R/W line of Roberts Road (80' R/W); thence along said right of way line N22°24'07"W for a distance of 220.00 feet to the southerly right of way line of Sea Ray Drive thence along said right of way line the following four (4) courses; (1) thence N67°35'53"E for a distance of 21.00 feet to a point of curvature; (2) thence northeasterly along a curve to the left having an arc length of 403.52 feet, a radius of 680.00 feet, a central angle of 34°00'00", a chord bearing N50°35'53"E and a chord distance of 397.63 feet to a point of tangency; (3) thence N33°35'53"E for a distance of 258.04 feet to a point of curvature; (4) thence northeasterly along a curve to the right having an arc length of 97.07 feet, a radius of 570.00 feet, a central angle of 09°45'28", a chord bearing N38°28'37"E and a chord distance of 96.96 feet to a point on a non-tangent line; thence departing said curve and right-of-way line S46°38'27"E for a distance of 4.99 feet to a point on a non-tangent curve; thence northeasterly along said curve to the right having an arc length of 270.33 feet, a radius of 565.00 feet, a central angle of 27°24'51", a chord bearing N57°03'59"E and a chord distance of 267.76 feet to a point of tangency; thence N70°46'24"E for a distance of 1352.87 feet to a point on the westerly subdivision line of said River Oaks; thence along said subdivision line S11°46'35"E for a distance of 460.36 feet; thence continue along said westerly subdivision line S16°46'35"E for a distance of 29.96 feet to the aforementioned Point of Beginning of this description.

Parcel containing 24.40 acres, more or less.

- B. Hereafter, the development of the subject parcels shall be governed by the PUD development agreement attached as Exhibit "A" and the PUD site development plan attached as Exhibit "B", subject to amendment as provided in the Land Development Code.

### **SECTION 3. EFFECTIVE DATE**

This Ordinance shall take effect upon:



- a. the effective date of the related Future Land Use amendment adopted through Ordinance No. 2015-\_\_\_\_; and
- b. the date that the parties execute the PUD development agreement attached as Exhibit "A".

**PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Frank J. Meeker, Chairman

**ATTEST:**

**Approved as to Form:**

By: \_\_\_\_\_  
Gail Wadsworth, Clerk of the Circuit Court and Comptroller

\_\_\_\_\_  
Albert J. Hadeed, County Attorney

Prepared by and Return to:

Sidney F. Ansbacher, Esq.  
Upchurch, Bailey & Upchurch, P.A.  
780 N. Ponce de Leon Boulevard  
St. Augustine, Florida 32084

## **EXHIBIT \_\_\_\_**

### **PLANNED UNIT DEVELOPMENT AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT (“PUD”) AGREEMENT, (herein referred to as the “Development Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between FLAGLER COUNTY (herein referred to as the “County”), whose address is 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, 32110, and DARYL CARTER, TRUSTEE OF CARTER-FLAGLER ROBERTS ROAD LAND TRUST, whose address is 3333 S. Orange Avenue, Suite 200, Orlando, Florida 32806 (“Owner”).

#### **RECITALS**

The Owner holds fee simple title to that real property located along Roberts Road, Flagler County, Florida, more particularly depicted by “Exhibit B” (the “Property”);

The Owner wants to rezone the Owner’s property consistently with the County’s Comprehensive Plan;

The Owner wants to subject the Property to this Development Agreement as depicted by “Exhibit B”);

The Owner voluntarily requests the County’s approval for a PUD to allow development of the Property subject to the conditions set forth in this Development Agreement;

WHEREAS, the Board of County Commissioners of Flagler County (the “BOCC”) finds that this Development Agreement is consistent with and subject to the County’s Commercial, High Intensity land use designation identified in its *Comprehensive Plan* with site specific limitations as implemented in this Development Agreement, as well as the County’s *Land Development Code* in effect on the effective date of this Development Agreement (herein referred to as the “*Comp Plan*” and “*LDC*”, respectively) 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 County; and

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

NOW, THEREFORE, it is hereby resolved and agreed by and between the County and the Owner that the Owners' application for a PUD is approved, subject to the following terms and conditions:

SECTION 1. RECITALS.

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

SECTION 2. REPRESENTATION OF OWNER.

(a). The Owner hereby represents and warrants to the County that Owner holds fee simple title to the Property.

(b). The Owner represents and warrants to the County that Owner possesses the power and authority to enter into and consummate the terms and conditions of this Development Agreement; that all acts, approvals, procedures and similar matters required in order to authorize this Development Agreement have been taken, obtained or followed, as the case may be; and that, upon the execution of this Development Agreement by the parties, this Development Agreement shall be valid and binding upon the parties hereto and their successors in interest.

(c). The Owner hereby represents to the County that all required joinders and consents have been obtained and set forth in properly executed form on this Development Agreement. Unless otherwise agreed to by the County, all liens, mortgages, and encumbrances not satisfied or released of record, must be subordinated to the terms of this Development Agreement.

SECTION 3. USES AND SITE DEVELOPMENT STANDARDS.

(a). Uses:

The Property shall be developed into a commercial development as generally depicted by the attached PUD site development plan ("Site Plan") ("Exhibit B"). Future development is intended to follow consistent development standards ensuring a uniform theme of development. Open spaces, including but not limited to preserved lands shall be owned and maintained by either the Owner or Sea Ray Boats, Inc., unless ownership by a governmental agency is required as a part of development permitting requirements (i.e. St. Johns River Water Management District permitting).

The Property shall be developed for the following commercial uses:

- (1). a surface parking lot and associated stormwater facilities, setback a minimum of four hundred (400) feet or fifty (50) feet from any jurisdictional wetland line, whichever is greater – with the setback

to remain as undisturbed, natural vegetation, consisting of marshland and treed, substantially bottomland hardwood – westward from the easternmost parcel boundary line;

- (2). a finished boat staging area, with no portion extending one thousand (1,000) feet eastward from the Roberts Road right-of-way; and
- (3). an office building, not to exceed 40,000 square feet in size, with no portion of the building extending one thousand (1,000) feet eastward from the Roberts Road right-of-way.
- (4). Any deviation from these uses – except for minor adjustments/deviations expressly permitted by the respective *LDC* for the government having jurisdiction – shall be prohibited unless approved by the government having jurisdiction.

(b). Site Development Standards:

The site development standards for any commercial development on the Property are as follows:

- (1). Minimum setbacks for structures shall be as follows:
  - a. Front yard: Thirty-five (35) feet
  - b. Street side yard (abutting a public street): Thirty-five (35) feet
  - c. Interior side yard: Ten (10) feet unless abutting any residentially classified property; then thirty-five (35) feet
  - d. Rear yard: Ten (10) feet unless abutting any residentially classified property; then thirty-five (35) feet
- (2). Maximum building height: Forty (40) feet, but not more than three (3) stories.
- (3). Maximum lot coverage:
  - a. The total area covered with the office building shall not exceed 40,000 square feet.
  - b. The total area covered with accessory buildings, including the two guard sheds, shall not exceed 2,000 square feet.
- (4). Maximum impervious area: Seventy (70) percent.

SECTION 4. LAND DEVELOPMENT CODE NON-APPLICABILITY.

The requirements of this Section supersede any inconsistent provisions of the respective *LDC* for the government having jurisdiction to the extent of any inconsistency.

(a). Wetlands:

Wetland impacts may occur within the Property, provided only that they are interior to the Property and for interior access wetlands crossings that the necessary permits are obtained from the St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), or the U.S. Army Corps of Engineers (ACOE), (“Exhibit B”), to the extent any such agency has jurisdiction over the Property’s wetlands. Wetlands mitigation may include wetland restoration, enhancement, and creation and upland buffer enhancement as part of the mitigation plan approved by the SJRWMD, FDEP and ACOE Permits. No “development” or activities that constitute “development”, as defined in Section 380.04, F.S., except for activities permitted by the appropriate environmental permitting agencies, shall be allowed in any other wetland areas within the Property unless such additional impacts are approved by wetland regulatory agencies through their wetland impact permitting process, and further by amendments to this Development Agreement. Owner shall follow avoidance of and minimization of wetland impacts to the extent required by SJRWMD, FDEP or ACOE, as applicable.

(b). Wetland Buffer:

(1). Upland buffers adjacent to wetlands shall be established on the Property consistent with the respective *LDC* for the government having jurisdiction.

(2). All jurisdictional wetland boundaries, including upland buffers shall be depicted on all plats or site plans prior to submittal. Wetlands shall be fully delineated on parcel-by-parcel basis as development is proposed prior to submittal of preliminary plat or site plans for review by the government having jurisdiction and prior to application for environmental permits for each development phase.

(3). No wetland impacts shall occur without acquiring all necessary State and federal permits.

(c). Stormwater Management System:

The Property shall be developed with a privately maintained drainage system. Stormwater runoff from any development, shall be conveyed to on-site stormwater detention systems by means of curb and gutter and an underground drainage pipe system. Pipe, structure materials and locations as well as pipe sizes shall be designed according to sound and generally accepted engineering principles. Stormwater routed to outfalls will be treated appropriately and conveyed through berms prior to runoff entering water or other means deemed appropriate for the situation. A stormwater pollution prevention plan (“SWPPP”) shall be attached to and incorporated into the construction and permit documents for all projects constructed which require a general or individual SJRWMD

permit. The SWPPP shall be implemented upon initiation of construction activities and accommodate the specific construction project of the site.

(d). Site Development Requirements:

(1). Except as provided for in Section 3 of this Agreement, site development requirements shall be consistent with the respective *LDC* for the government having jurisdiction. In the event of any conflict between the two, the more restrictive shall apply.

(2). Site plan and platting applications shall be governed by the rules, regulations, and ordinances of the government having jurisdiction.

(3). Water and wastewater utilities for the Property shall be provided by the City of Palm Coast.

(4). All common areas including, but not limited to stormwater facilities, within the Property shall be owned and maintained by either the Owner or Sea Ray, unless ownership by a governmental agency is required as part of development permitting requirements.

(5). Future development on the Property shall provide for a uniform lighting plan, including but not limited to lighting in primary parking lots/areas.

(6). Parking standards, utilities, fences and walls shall be consistent with the County *LDC*.

(7). Emergency services shall be provided by the government having jurisdiction over the Property and consistent with any mutual aid agreement for provisions of emergency services. Adequate emergency vehicle access and turn-arounds shall be provided at all times. Fire protection requirements for the site will be met through a system of fire hydrants installed on the site by the Owner in accordance with governmental standards. The locations of fire hydrants will be shown on the detailed engineering plans based on "Exhibit B". The water requirements for the fire system will be served by the City of Palm Coast.

SECTION 5. ENFORCEMENT.

(a). Provisions in this Development Agreement shall be enforced by the responsible agency of the government having jurisdiction over the Property.

(b). Requests for relief from the provisions of this Development Agreement shall be filed with the government having jurisdiction and following the process outlined in the respective *LDC* for waivers or variances, with such relief limited to Dimensional Standards.

(c). Relief for other than Dimensional Standards shall be subject to Section 18 herein following the process for amendment or modification to such requirements of the respective *LDC* for the government having jurisdiction.

SECTION 6. NOTICES.

(a). All notices required or permitted to be given under the Agreement must be in writing and must be delivered to the government having jurisdiction or the Owner at their addresses set forth below (or such other addresses as may hereafter be designated in writing by such party).

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

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

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

As to the County: Craig Coffey, County Administrator  
Flagler County  
1769 East Moody Boulevard  
Bunnell, Florida 32110

As to the Owner: Daryl M. Carter, Trustee of  
Carter-Flagler Roberts Road Land Trust  
3333 S. Orange Avenue, Suite 200  
Orlando, Florida 32806

With copies to: Sea Ray Boats, Inc.  
c/o Craig Wall, Operations Manager  
Sea Ray - Palm Coast  
100 Sea Ray Drive  
Flagler Beach, Florida 32136

and to: Sidney F. Ansbacher, Esquire  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007

SECTION 7. SEVERABILITY.

Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or section shall remain in full force and effect.

SECTION 8. SUCCESSORS AND ASSIGNS.

(a). This Development Agreement and the terms and conditions hereof shall be binding upon the Owner and Owner's successors-in-interest and inure to the benefit of

the County. The terms and conditions of this Development Agreement similarly shall be binding upon the property and shall run with title to the same.

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

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

SECTION 9. GOVERNING LAW/VENUE/COMPLIANCE WITH LAW.

(a). This is a non-statutory Development Agreement that is not subject to or enacted pursuant to the provisions of Sections 163.3220 through 163.3243, Florida Statutes.

(b). This Development Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Code of Ordinances of the local government having jurisdiction unless otherwise provided herein.

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

(d). The Owner shall fully comply with all applicable local, state, and federal codes, laws, regulations, rules, and statutes including, but not limited to environmental regulations and all such other laws and regulations as shall be applicable to this Development Agreement.

SECTION 10. TERM/EFFECTIVE DATE.

(a). This Development Agreement shall be commenced within three (3) years of the effective date as defined herein and shall not expire ("Term"). For purposes of this Development Agreement, "commencement" shall be defined as the issuance of required development orders or permits, including those issued by other government agencies as otherwise described herein.

(b). The date of commencement may be extended by the County Administrator for three (3), one (1) year Term(s). However, in no event may the Terms of this Development Agreement be extended beyond six (6) years without the parties modifying the Term(s) of this Development Agreement pursuant to Section 18. In the event that the date of commencement expires and no action has been initiated by the Owner to extend the date of commencement, then the Development Agreement shall be considered to have been voluntarily abandoned by the Owner, this Development Agreement shall be void, and the zoning designation of the Property shall revert to its previous designation(s).

(c). This Development Agreement shall be effective upon:

- Approval by the BOCC and satisfaction of the rezoning ordinance requirements; and
- Execution of this Development Agreement by all parties.



SECTION 11. RECORDATION.

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

SECTION 12. PERMITS/CONCURRENCY.

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

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

SECTION 13. THIRD PARTY RIGHTS.

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

SECTION 14. FORCE MAJEURE.

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

SECTION 15. CAPTIONS.

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

SECTION 16. EXHIBITS.

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

SECTION 17. INTERPRETATION.

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

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

SECTION 18. MODIFICATIONS/AMENDMENTS/NON-WAIVER.

(a). Amendments to the provision herein shall be made by the parties only in writing by formal amendment and agreement. Unless provided for elsewhere, this Development Agreement shall not be modified or amended except by written agreement executed by all parties hereto and upon approval through a duly noticed public hearing as listed in the respective *LDC* for the government having jurisdiction.

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

[SIGNATURES AND NOTARY BLOCKS FOUND ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the County and Daryl Carter, Trustee of Carter-Flagler Roberts Road Land Trust, have caused this Development Agreement to be duly executed by their duly authorized representative(s) as of the date first above written.

OWNER'S/APPLICANT'S CONSENT AND COVENANT:

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

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

DARYL CARTER, TRUSTEE OF  
CARTER-FLAGLER ROBERTS ROAD  
LAND TRUST

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Daryl Carter, Trustee of Carter-Flagler  
Roberts Road Land Trust

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by DARYL CARTER, Trustee of Carter-Flagler Roberts Road Land Trust, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

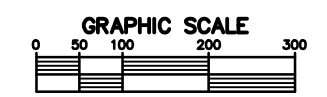
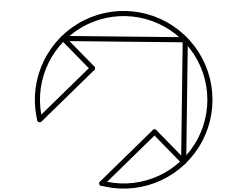
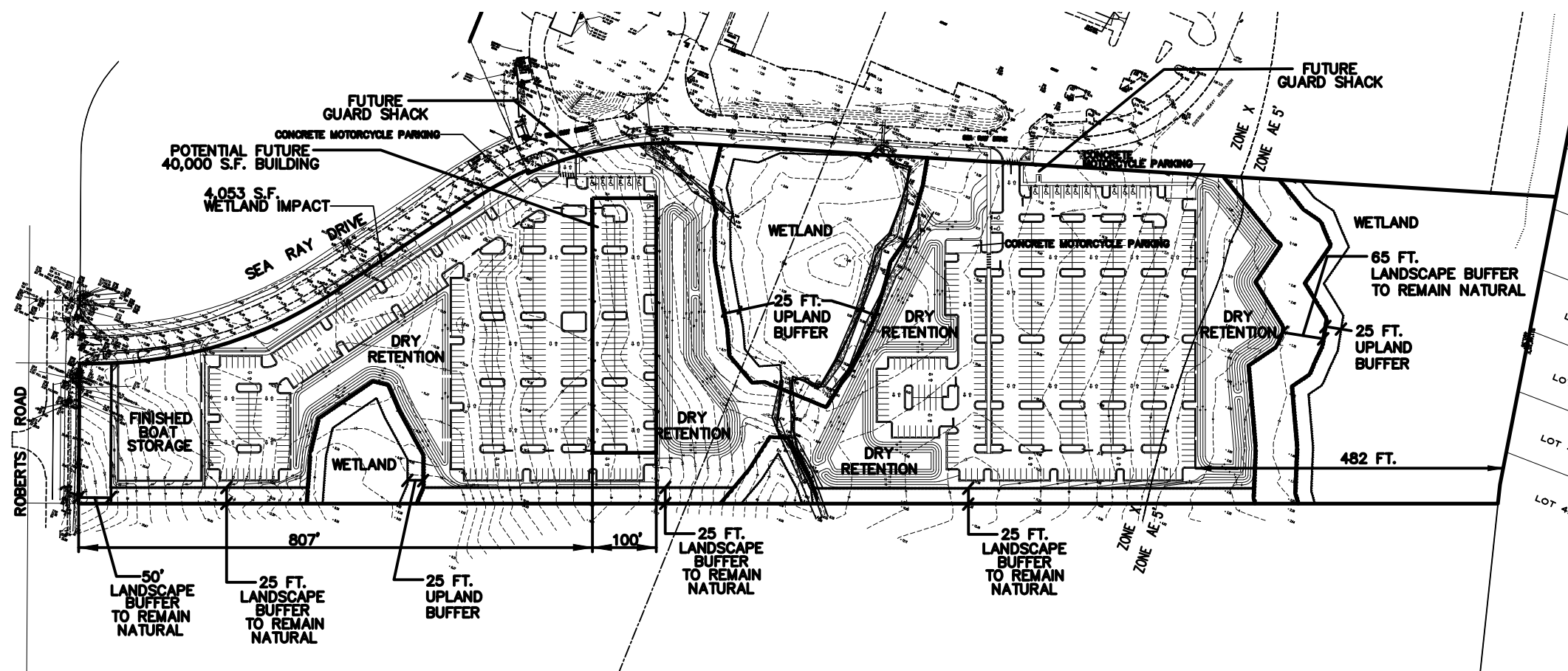
ATTEST:

\_\_\_\_\_  
Gail Wadsworth, Clerk of the Circuit Court and Comptroller

\_\_\_\_\_  
Frank J. Meeker, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Albert J. Hadeed, County Attorney



**LAND USE TABULATION:**

TOTAL SITE AREA = 1,063,008 S.F. (24.4 AC.) 100%

**IMPERVIOUS SURFACE CALCULATION:**

PROPOSED PAVING = 440,510 S.F.  
 PROPOSED DRIVES/SIDEWALKS = 12,101 S.F.  
 TOTAL IMPERVIOUS AREA = 452,611 S.F. = 42.6%  
 LANDSCAPE AREA = 610,397 S.F. = 57.4%  
 INTERNAL LANDSCAPING = 16.0%

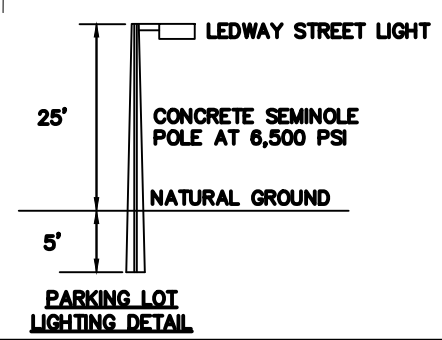
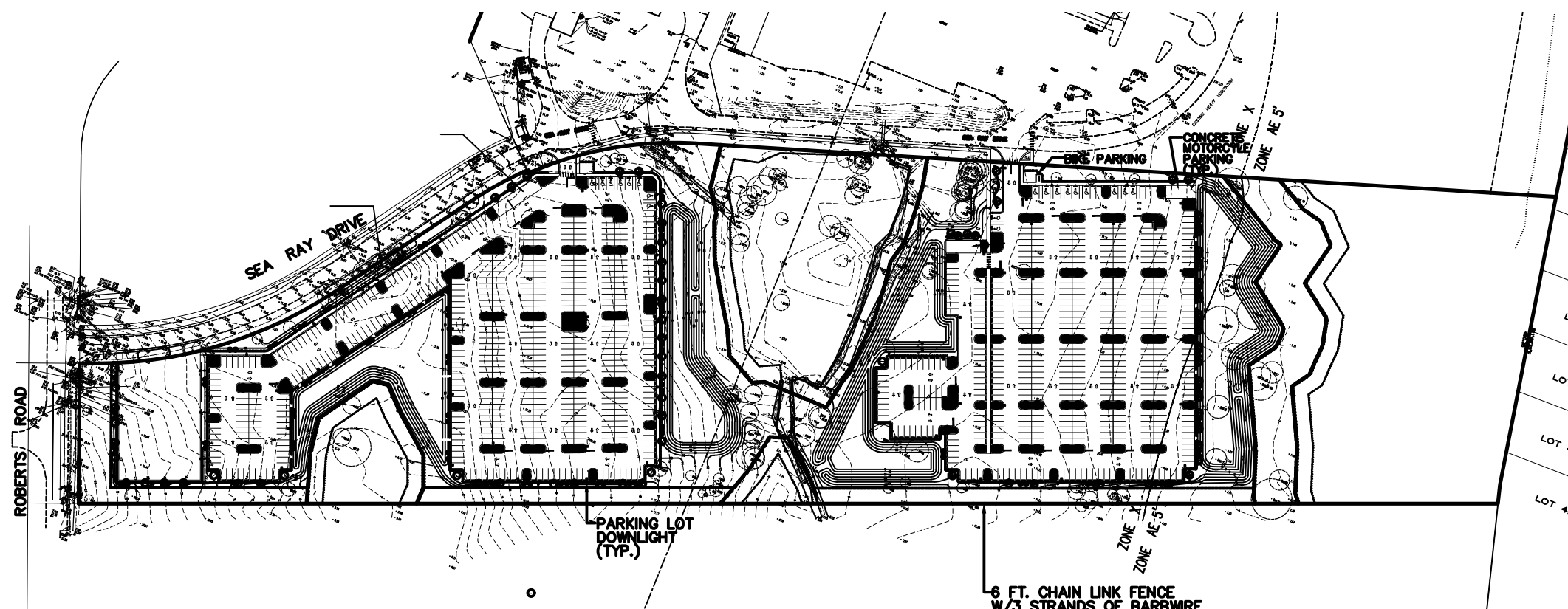
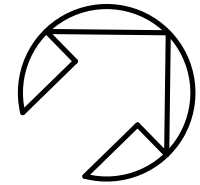
**PARKING CALCULATION:**

PROPOSED PARKING:  
 STANDARD PARKING = 942 SPACES  
 HANDICAPPED PARKING = 19 SPACES  
 TOTAL = 961 SPACES

NO.	DATE	DESCRIPTION	BY
<b>REVISIONS</b>			
<b>PARKER MYNCHENBERG &amp; ASSOCIATES, INC.</b>			
<b>PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS</b>			
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
<b>PUD SITE PLAN</b>			
<b>SEA RAY BOATS PARKING IMPROVEMENTS</b>			
FLAGLER COUNTY * FLORIDA			
FILE NO. 1507SP.DWG	DESIGNER: P. MYNCHENBERG		
DATE: 3/10/15	CADD TECH: B. BERGSTROM		
SCALE: NONE	SHEET 1 OF 2	SEAL	

# PLANT LIST

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
●	QV*	74	QUERCUS VIRGINIANA	LIVE OAK	30 GAL., 10'-11' HT. 2" MIN. CAL.
					65 GAL., 12'-13' HT. 2.7"-3" MIN. CAL.
⊗	MG*	98	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	30 GAL., 8'-9' HT., 2.5" MIN. CAL.
					65 GAL., 11'-12' HT., 3"-3.5" MIN. CAL.
⊕	VS	1,864	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
⊗	RI	2,431	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 24" O.C. 10" HT., MIN.
▨	LM	5,928	LANTANA MONTEVIDENSIS	WEeping LANTANA	1 GAL., 12"-15" SPD. 20" O.C.



NO.	DATE	DESCRIPTION	BY
<b>REVISIONS</b>			
<b>PARKER MYNCHENBERG &amp; ASSOCIATES, INC.</b>			
<b>PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS</b>			
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-8891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com CERTIFICATE OF AUTHORIZATION NUMBER: 00003910			
<b>PUD LANDSCAPE PLAN</b>			
<b>SEA RAY BOATS PARKING IMPROVEMENTS</b>			
FLAGLER COUNTY * FLORIDA			
FILE NO. 1507SP.DWG	DESIGNER: P.MYNCHENBERG		
DATE: 3/10/15	CADD TECH: B. BERGSTROM		
SCALE: NONE	SHEET 2 OF 2	SEAL	



# APPLICATION FOR REZONING

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

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

Application/Project #: 2973 / 201501003

<b>PROPERTY OWNER(S)</b>	Name(s):	Daryl Carter, Trustee of Carter-Flagler Roberts Road Land Trust	
	Mailing Address:	3333 S. Orange Avenue, Suite 200	
	City: Orlando	State: Florida	Zip: 32806
	Telephone Number	(407) 422-3144	

**RECEIVED**

APR 24 2015

<b>APPLICANT/ AGENT</b>	Name(s):	Sidney F. Ansbacher, Brunswick Corp. and Sea Ray Boats, Inc.		
	Mailing Address:	780 N. Ponce de Leon Boulevard		
	City: St. Augustine	State: Florida	Zip: 32084	
	Telephone Number	(904) 829-9066	Fax Number	(904) 825-4862
	Email Address	SFAnsbacher@ubulaw.com		

Flagler County Planning & Zoning Dept

<b>SUBJECT PROPERTY</b>	SITE LOCATION (street address):	See attached/Roberts Road		
	LEGAL DESCRIPTION: (briefly describe, do not use "see attached")	Northern 24.4 acres of property described in OR 1973, pg 339		
	Parcel # (tax ID #):	See attached		
	Parcel Size:	24.4 acres		
	Subject to A1A Scenic Corridor IDO?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	

<b>ZONING</b>	<b>PRESENT Zoning Classification:</b>	PUD
	Present Future Land Use Designation:	Residential - Low Density
	<b>PROPOSED ZONING CLASSIFICATION</b>	PUD

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

Date 4/22/15

**\*\*OFFICIAL USE ONLY\*\***

PLANNING BOARD RECOMMENDATION/ACTION: APPROVED [ ]  
\*APPROVED WITH CONDITIONS [ ]  
DENIED [ ]

Signature of Chairman: \_\_\_\_\_  
 Date: \_\_\_\_\_ \*approved with conditions, see attached.

BOARD OF COUNTY COMMISSIONERS ACTION: APPROVED [ ]  
\*APPROVED WITH CONDITIONS [ ]  
DENIED [ ]

Signature of Chairman: \_\_\_\_\_  
 Date: \_\_\_\_\_ \*approved with conditions, see attached.

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

Rev. 05/08



# Owner's Authorization for Applicant/Agent

FLAGLER COUNTY, FLORIDA

1769 E. Moody Boulevard, Suite 105  
Bunnell, FL 32110

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

Application/Project # 2973/2015010003

Sidney F. Ansbacher, Esq./Upchurch, Bailey & Upchurch, P.A., is hereby authorized TO ACT ON BEHALF OF Daryl M. Carter, Trustee of Carter-Flagler Roberts Road Land Trust, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Flagler County, Florida for an application for PUD Rezoning

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

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

Signature of Owner

Daryl M. Carter, Trustee of Carter-Flagler Roberts Road Land Trust

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

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

Address of Owner:

Telephone Number (incl. area code)

PO Box 568821

407-422-3144

Mailing Address

Orlando FL 32856-8821

City

State

Zip

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing was acknowledged before me this 24<sup>th</sup> day of April, 2015 by Daryl M Carter and \_\_\_\_\_ who is/~~are~~ personally known to me or who has produced \_\_\_\_\_ as identification, and who ~~(did)~~ (did not) take an oath.

Joan M. Fisher  
Signature of Notary Public

(Notary Seal)



JOAN M. FISHER  
MY COMMISSION # FF 026166  
EXPIRES: July 16, 2017  
Bonded Thru Budget Notary Services

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

Revised 5/08

RECEIVED

APR 28 2015

Flagler County Planning & Zoning Dept



# UPCHURCH, BAILEY AND UPCHURCH, P.A.

JOHN D. BAILEY, JR.  
FRANK D. UPCHURCH III  
DONALD W. WALLIS  
SIDNEY F. ANSBACHER  
KATHERINE GAERTNER JONES  
MICHAEL A. SIRAGUSA  
STEPHEN A. FAUSTINI  
ALLYSON BOYLES CURRIE

ATTORNEYS AT LAW  
Established 1925  
780 North Ponce de Leon Boulevard  
St. Augustine, Florida 32084  
www.ubulaw.com  
Telephone (904) 829-9066  
Facsimile (904) 825-4862  
Please reply to:  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007

OF COUNSEL:  
TRACY WILSON UPCHURCH  
FRANK D. UPCHURCH, SR.  
(1894-1986)  
HAMILTON D. UPCHURCH  
(1925-2008)  
FRANK D. UPCHURCH, JR.  
(1922-2012)

May 7, 2015

VIA EMAIL ([amengel@flaglercounty.org](mailto:amengel@flaglercounty.org))

Mr. Adam Mengel  
Planning and Zoning Director  
Flagler County Planning and Zoning Department  
1769 E. Moody Blvd., Building 2, Suite 105  
Bunnell, Florida 32110

RECEIVED

MAY 07 2015

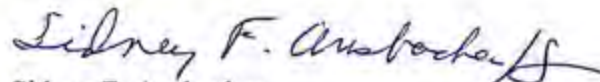
Flagler County Planning & Zoning Dept

Re: Roberts Road/PUD Rezoning  
Daryl M. Carter, Trustee of Carter-Flagler Roberts Road Land Trust  
Our File No. 6062.114079 (Sea Ray, Inc.) /

Dear Adam:

Per our discussions, this PUD request is identical in substance to the pending C-2 rezoning request for the Carter parcel. We are using the same site plan, subject to the same implementing FLUM limitations, and in every other way following suit on what has been before the County. Please feel free to call with any questions.

Sincerely,

  
Sidney F. Ansbacher

SFA/cs

# UPCHURCH, BAILEY AND UPCHURCH, P.A.

JOHN D. BAILEY, JR.  
FRANK D. UPCHURCH III  
DONALD W. WALLIS  
SIDNEY F. ANSBACHER  
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HAMILTON D. UPCHURCH  
(1925-2008)  
FRANK D. UPCHURCH, JR.  
(1922-2012)

April 27, 2015

**VIA FEDERAL EXPRESS**  
**Tracking #7734 6486 1949**

Ms. Gina Lemon  
Flagler County Planning & Zoning  
1769 E. Moody Blvd. Bldg. 2  
Suite 105  
Bunnell, FL 32110-0787

Re: Roberts Road/PUD Rezoning  
Daryl M. Carter, Trustee of Carter-Flagler Roberts Road Land Trust  
Our File No. 6062.114079 (Sea Ray, Inc.) /

Dear Gina:

Enclosed is the original Owner's Authorization in connection with the above-referenced PUD rezoning application. Please let us know if you require any further information.

Sincerely,



Cindy Strickland  
Assisting Sidney F. Ansbacher

/cs

Enclosure

**RECEIVED**

**APR 28 2015**

**Flagler County Planning & Zoning Dept**

# UPCHURCH, BAILEY AND UPCHURCH, P.A.

JOHN D. BAILEY, JR.  
FRANK D. UPCHURCH III  
DONALD W. WALLIS  
SIDNEY F. ANSBACHER  
KATHERINE GAERTNER JONES  
MICHAEL A. SIRAGUSA  
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Please reply to:  
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OF COUNSEL:

TRACY WILSON UPCHURCH

FRANK D. UPCHURCH, SR.  
(1894-1986)

HAMILTON D. UPCHURCH  
(1925-2008)

FRANK D. UPCHURCH, JR.  
(1922-2012)

April 23, 2015

**VIA FEDERAL EXPRESS**  
**Tracking #7734 4329 7636**

Ms. Gina Lemon  
Flagler County Planning & Zoning  
1769 E. Moody Blvd. Bldg. 2  
Suite 105  
Bunnell, FL 32110-0787



Re: Roberts Road/PUD Rezoning  
Daryl M. Carter, Trustee of Carter-Flagler Roberts Road Land Trust  
Our File No. 6062.114079 (Sea Ray, Inc.)

Dear Gina:

Please find the enclosed application for PUD rezoning in the above-referenced matter.

Sincerely,

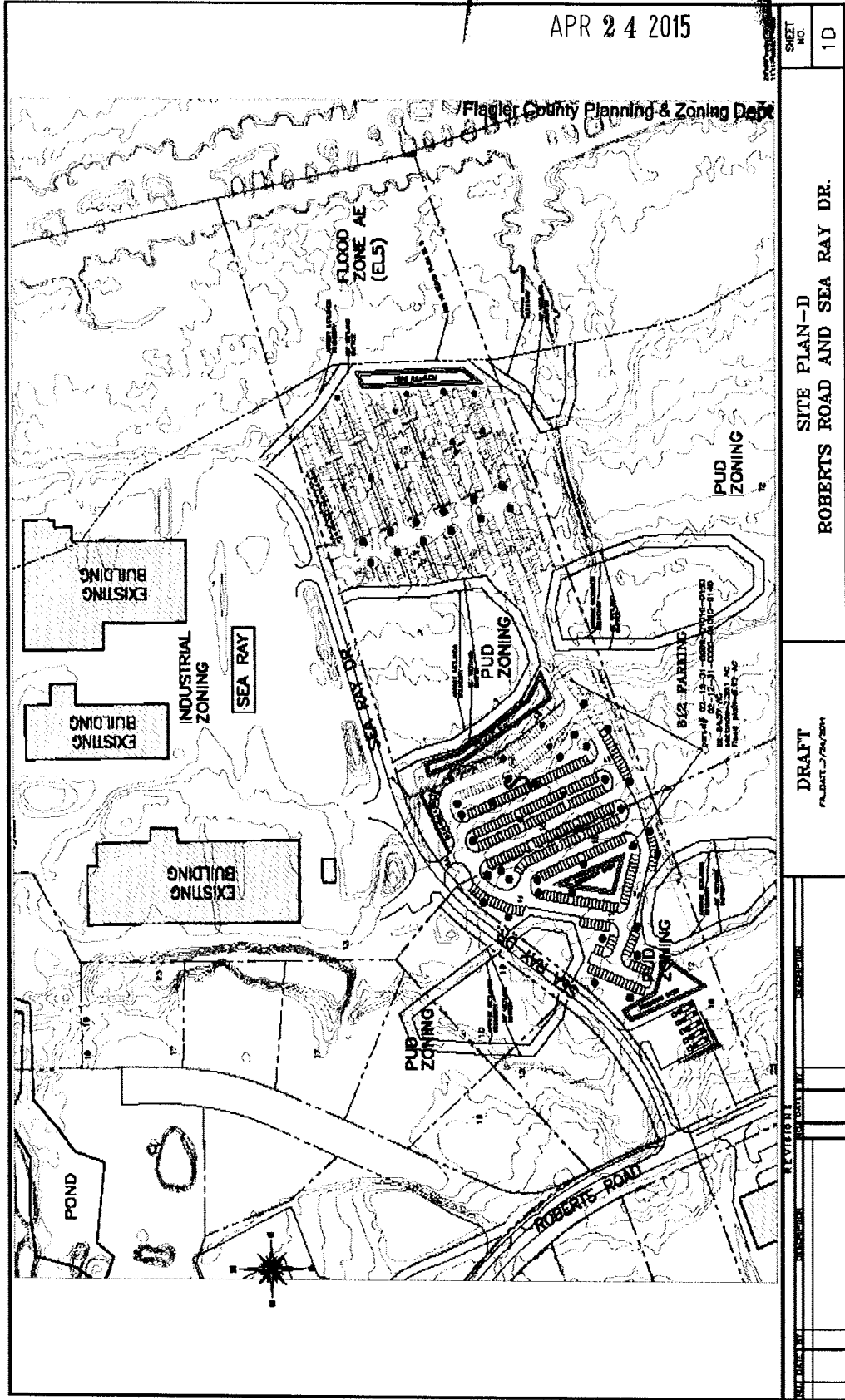
A handwritten signature in blue ink, appearing to read "Cindy Strickland". The signature is fluid and cursive.

Cindy Strickland  
Assisting Sidney F. Ansbacher

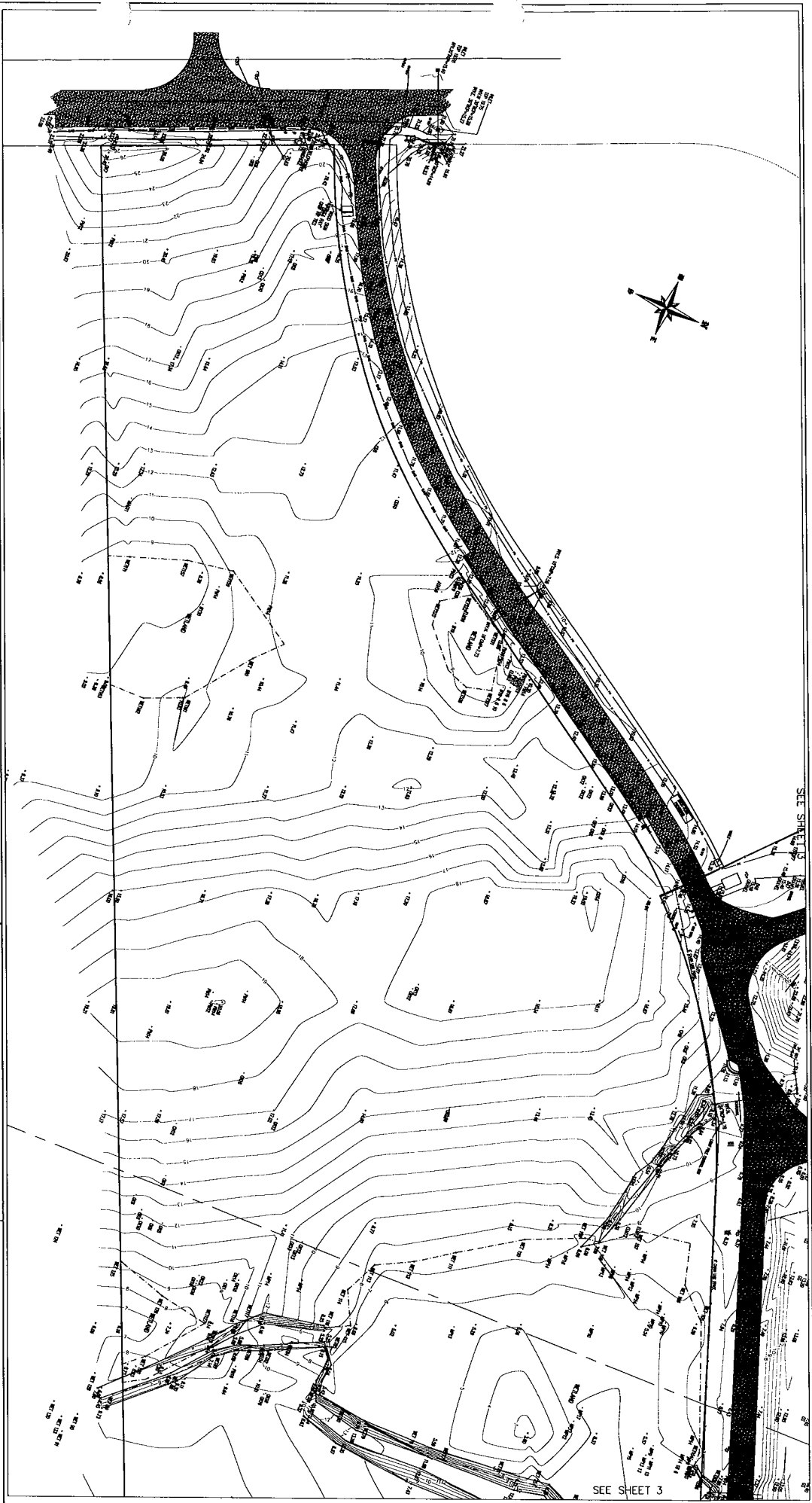
/cs

Enclosure

# Southern Property Use – Parking Conceptual (Worse Case Scenario)







**UTILITY STATEMENT:**  
 THE NECESSARY UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND BY THE SURVEYOR. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE AREA AND HAS FOUND NO OTHER UTILITIES. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE AREA FOR ANY OTHER UTILITIES. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE AREA FOR ANY OTHER UTILITIES. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE AREA FOR ANY OTHER UTILITIES.

**ADDITIONAL ABBREVIATIONS - TREE LEGEND**

AP	APPLE TREE	SP	SUGARCANE TREE	TR	TRINIDAD PALM TREE
AW	AWAKE TREE	EL	ELM TREE	TR	TRINIDAD PALM TREE
MA	MANGROVE TREE	ELM	ELM TREE	TR	TRINIDAD PALM TREE
AS	ASHTREE	PA	PALM TREE	TR	TRINIDAD PALM TREE
MA	MANGROVE TREE	PA	PALM TREE	TR	TRINIDAD PALM TREE
MA	MANGROVE TREE	PA	PALM TREE	TR	TRINIDAD PALM TREE

DATE	BY	REVISION
10-15-2013	SEA RAY BOATS	1. INITIAL SURVEY
10-15-2013	SEA RAY BOATS	2. CORRECTED SURVEY
10-15-2013	SEA RAY BOATS	3. FINAL SURVEY

**SILBER & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 LICENSED BUSINESS CERTIFICATION NUMBER 3019

SEA RAY BOATS  
 100 SEA RAY DRIVE  
 FLAGLER BEACH, FLORIDA

FOR: SEA RAY BOATS

DATE: 10-15-2013

**BOUNDARY AND TOPOGRAPHIC SURVEY**

FOR: SEA RAY BOATS

JOB NO. 15-0207

SEE SHEET 3



RECEIVED

APR 24 2015

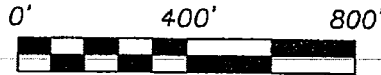
Flagler County Planning & Zoning Dept

SKETCH AND DESCRIPTION

RESERVED FOR RECORDING INFORMATION



NORTH ARROW



SCALE 1" = 400'

PALM COAST INTRACOASTAL INDUSTRIAL PARK, PHASE I M.B. 29, PGS 33-34

UNPLATTED

D=27°24'51"  
R=565.00'  
L=270.33'  
CB=N57°03'59"E  
Ch=267.76'

1352.87'

AREA = 24.40 AC.±  
D=09°45'28"  
R=570.00'  
L=97.07'  
CB=N38°28'37"E  
Ch=96.96'

N33°35'53"E  
258.04'

POINT OF BEGINNING

D=34°00'00"  
R=680.00'  
L=403.52'  
CB=N50°35'53"E  
Ch=397.63'

AREA = 49.12 AC.±

N67°35'53"E  
21.00'  
N22°24'07"W  
220.00'

S88°13'25"W  
42.48'

POINT OF REFERENCE  
SOUTHWEST CORNER LOT 35, RIVER OAKS, MAP BOOK 27, PAGES 15-17

UNPLATTED

UNPLATTED

GOVERNMENT SECTION 2,  
TOWNSHIP 12 SOUTH, RANGE 31 EAST

UNPLATTED

SEA RAY DRIVE (60' R/W)  
ROBERTS ROAD (60' R/W)

R:\SharedDocs\Tomoka\Survey\Grand Reserve\dwg\GR-SL1.dwg 3/3/2011 7:50:21 AM EST

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE  
THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY



LB #7565

WADE TRIM / TOMOKA

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117  
Phone: 386-274-1600 Fax: 386-274-1602  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH  
AND  
DESCRIPTION

PROJECT NO. GRAND RESERVE

DRAWING REFERENCE NO. GR-SL1

DATE: 03/03/2011

SHEET NO. 1 OF 2

C:\Projects\KUHAR 13005 - FLCT\MISCELLANEOUS\ROBERTS ROAD\GR-SL1.dwg



**SKETCH AND DESCRIPTION**

RESERVED FOR RECORDING INFORMATION

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF LOT 35, RIVER OAKS, MAP BOOK 27, PAGES 15 THROUGH 17, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;  
 THENCE DEPARTING SAID CORNER N16°46'35"W FOR A DISTANCE OF 710.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;  
 THENCE S67°12'53"W FOR A DISTANCE OF 2228.20 FEET TO THE NORTHEASTERLY R/W LINE OF ROBERTS ROAD (80' R/W); THENCE ALONG SAID RIGHT OF WAY LINE N22°24'07"W FOR A DISTANCE OF 220.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SEA RAY DRIVE THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) THENCE N87°35'53"E FOR A DISTANCE OF 21.00 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 403.52 FEET, A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 34°00'00", A CHORD BEARING N50°35'53"E AND A CHORD DISTANCE OF 397.63 FEET TO A POINT OF TANGENCY; (3) THENCE N33°35'53"E FOR A DISTANCE OF 258.04 FEET TO A POINT OF CURVATURE; (4) THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 97.07 FEET, A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 09°45'28", A CHORD BEARING N38°28'37"E AND A CHORD DISTANCE OF 96.96 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE S46°38'27"E FOR A DISTANCE OF 4.99 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 270.33 FEET, A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 27°24'51", A CHORD BEARING N57°03'59"E AND A CHORD DISTANCE OF 267.76 FEET TO A POINT OF TANGENCY; THENCE N70°46'24"E FOR A DISTANCE OF 1352.87 FEET TO A POINT ON THE WESTERLY SUBDIVISION LINE OF SAID RIVER OAKS; THENCE ALONG SAID SUBDIVISION LINE S11°46'35"E FOR A DISTANCE OF 460.36 FEET; THENCE CONTINUE ALONG SAID WESTERLY SUBDIVISION LINE S16°46'35"E FOR A DISTANCE OF 29.96 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL CONTAINING 24.40 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WESTERLY LINE OF RIVER OAKS, MAP BOOK 27, PAGES 15 THROUGH 17, BEING S16°46'35"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

ABBREVIATIONS

C=CURVE	R/W=RIGHT-OF-WAY
D=DELTA	CL=CENTER LINE
R=RADIUS	POB=POINT OF BEGINNING
L=LENGTH	POC=POINT OF COMMENCEMENT
CH=CHORD	PCP=PERMANENT CONTROL POINT
CB=CHORD BEARING	SECT.=SECTION
PC=POINT OF CURVE	RNG.=RANGE
PT=POINT OF TANGENCY	TWP.=TOWNSHIP
PI=POINT OF INTERSECTION	ID=IDENTIFICATION
M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAT BOOK	(R)=RECORD
PG.=PAGE	(F)=FIELD MEASURED
O.R.B.=OFFICIAL RECORD BOOK	(NR)=NON-RADIAL
S.F.=SQUARE FEET	(RAD)=RADIAL
AC.=ACRES	

SIGNED:

*Kenneth J. Kuhar*  
 KENNETH J. KUHAR  
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



LB 17565

**WADE TRIM / TOMOKA**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH      FLAGLER/PALM COAST  
 Main Office: 1410 LPGA Blvd., Suite 148, Daytona Beach, FL 32117  
 Phone: 386-274-1600      Fax: 386-274-1602  
 email: tomoka@tomoka-eng.com      website: www.tomoka-eng.com

SKETCH  
 AND  
 DESCRIPTION

PROJECT NO. GRAND RESERVE

DRAWING REFERENCE NO. GR-SL1

DATE: 03/03/2011

SHEET NO. 2 OF 2

R:\SharedDocs\Tomoko\Survey\Grand Reserve\dwg\GR-SL1.dwg 3/3/2011 7:50:21 AM EST

Inst No: 2013037560; 10/31/13 10:59AM; Book: 1973 Page: 339; Total Pgs: 12  
Doc Stamps-Deed\$20300.00 GAIL WADSWORTH, FLAGLER Co.

PREPARED BY AND RETURN TO:  
Michael D. Chiumento, Esquire  
**Chiumento Sells Dwyer, P.L.**  
145 City Place, Suite 301  
Palm Coast, Florida 32164  
Attn: Kelly DeVore

**RECEIVED**  
APR 24 2015  
Flagler County Planning & Zoning Dept

Property Appraisers Parcel  
Identification Numbers  
021231-0000-01010-0152;  
021231-0000-01010-0140;  
021231-0000-01010-0150;  
021231-0000-01010-0142;  
021231-0000-01010-0151;  
021231-0000-01010-0141;  
11231-0650-000A0-0060;

**WARRANTY DEED**

**THIS INDENTURE**, Made this 26<sup>th</sup> day of October, 2013, **Florida Landmark Communities, LLC, a Florida limited liability company**, whose mailing address is 145 City Place, Suite 300, Palm Coast, FL 32164, hereinafter called the Grantor, to **DARYL M. CARTER, TRUSTEE OF CARTER-FLAGLER ROBERTS ROAD LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, convey, lease, encumber, and to otherwise manage and dispose of the property hereinafter described, whose mailing address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereinafter referred to as "Grantee" and/or "Trustee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**WITNESSETH**, That said Grantor, for and in consideration of the sum of Two Million Nine Hundred Thousand and 00/100 Dollars \$2,900,000.00 and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Flagler County, Florida, to-wit:

See attached Exhibit "A"

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

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

**SUBJECT TO** ad valorem real property taxes and assessments of record for the year 2014, which are not yet due and payable and those matters set forth on Exhibit B

attached hereto and by this reference made a part hereof (collectively, the "Permitted Encumbrances").

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013.

**TO HAVE AND TO HOLD** the above-described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust ("Trust Agreement").

**FULL POWER AND AUTHORITY** is hereby granted to said Trustee to improve, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate or any part thereof, to lease said real estate or any part thereof, from time to time, in possession or reversion, by leases to commence *in praesenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange said real estate or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about said real estate or any part thereof, and to deal with said real estate in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or

successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Trustee, and upon a recording in the public records of Flagler County, Florida of a death certificate of the Trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby fully warrant the title in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor has signed sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Florida Landmark Communities, LLC, a Florida limited liability company

By: William I. Livingston  
William I. Livingston, President/Manager

Myra L. McAdams  
Witness Name: Myra L. McAdams

Danielle M. Ferguson  
Witness Name: Danielle M. Ferguson

State of Florida  
County of Flagler

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2013 by William I. Livingston, President/Manager of Florida Landmark Communities, LLC, a Florida limited liability company, on behalf of said firm. He [X] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]



Danielle M. Ferguson  
Notary Public

Printed Name: Danielle M. Ferguson

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**



**SKETCH AND DESCRIPTION**

**LEGAL DESCRIPTION:**

RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 35, RIVER OAKS, MAP BOOK 27, PAGES 15 THROUGH 17, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID CORNER S88°13'25"W FOR A DISTANCE OF 42.48 FEET; THENCE S01°05'56"E FOR A DISTANCE OF 550.00 FEET; THENCE S88°54'04"W FOR A DISTANCE OF 1516.00 FEET; THENCE S07°50'55"E FOR A DISTANCE OF 662.67 FEET; THENCE S67°35'53"W FOR A DISTANCE OF 340.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (80 FOOT RIGHT-OF-WAY); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N22°24'07"W FOR A DISTANCE OF 1500.00 FEET TO A POINT ON THE INTERSECTION OF SAID ROBERTS ROAD RIGHT-OF-WAY WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SEA RAY DRIVE (60 FOOT RIGHT-OF-WAY); THENCE DEPARTING SAID ROBERTS ROAD RIGHT-OF-WAY ALONG SAID SEA RAY DRIVE RIGHT-OF-WAY FOR THE FOLLOWING FOUR (4) COURSES: (1) THENCE N67°35'53"E FOR A DISTANCE OF 21.00 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 403.52 FEET, A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 34°00'00", A CHORD BEARING N50°35'53"E AND A CHORD DISTANCE OF 397.63 FEET TO A POINT OF TANGENCY; (3) THENCE N33°35'53"E FOR A DISTANCE OF 258.04 FEET TO A POINT OF CURVATURE; (4) THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 97.07 FEET, A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 09°45'28", A CHORD BEARING N38°28'37"E AND A CHORD DISTANCE OF 96.96 FEET TO A POINT ON A NON-TANGENT LINE; THENCE DEPARTING SAID CURVE AND RIGHT-OF-WAY LINE S46°38'27"E FOR A DISTANCE OF 4.99 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 270.33 FEET, A RADIUS OF 565.00 FEET, A CENTRAL ANGLE OF 27°24'51", A CHORD BEARING N57°03'59"E AND A CHORD DISTANCE OF 267.76 FEET TO A POINT OF TANGENCY; THENCE N70°46'24"E FOR A DISTANCE OF 1352.87 FEET TO A POINT ON THE WESTERLY SUBDIVISION LINE OF SAID RIVER OAKS; THENCE ALONG SAID SUBDIVISION LINE S11°46'35"E FOR A DISTANCE OF 460.36 FEET; THENCE CONTINUE ALONG SAID WESTERLY SUBDIVISION LINE S16°46'35"E FOR A DISTANCE OF 740.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL CONTAINING 73.52 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. BEARINGS BASED ON THE WESTERLY LINE OF RIVER OAKS, MAP BOOK 27, PAGES 15 THROUGH 17, BEING S16°46'35"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

**ABBREVIATIONS**

C= CURVE	R/W= RIGHT-OF-WAY
D= DELTA	C= CENTER LINE
R= RADIUS	FOB= POINT OF BEGINNING
L= LENGTH	POC= POINT OF COMMENCEMENT
CH= CHORD	PCP= PERMANENT CONTROL POINT
CB= CHORD BEARING	SECT.= SECTION
PC= POINT OF CURVE	RNG.= RANGE
PT= POINT OF TANGENCY	TWP.= TOWNSHIP
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M.B.= MAP BOOK	CONC= CONCRETE
P.B.= PLAT BOOK	(R)= RECORD
PCL= PAGE	(F)= FIELD MEASURED
O.R.B.= OFFICIAL RECORD BOOK	(NR)= NON-RADIAL
S.F.= SQUARE FEET	(RAD)= RADIAL
AC.= ACRES	

SIGNED:

*Kenneth J. Kumar*  
 KENNETH J. KUMAR  
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



**WADE TRIM / TOMOKA**

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLORIDA / PALM COAST FLORIDA  
 14th Cir. W. HD L.P.M. Blvd., Suite 101, Daytona Beach, FL 32117  
 Phone: 386-274-1803 Fax: 386-274-1807  
 Email: tomoka@tomoka-eng.com Website: www.tomoka-eng.com

SKETCH  
 AND  
 DESCRIPTION

PROJECT NO.	GRAND RESERVE
DRAWING REFERENCE NO.	GR-SL1
DATE:	03/03/2011
SHEET NO.	2 OF 2





SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND LYING WITHIN GOVERNMENT SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 35, RIVER OAKS, MAP BOOK 27, PAGES 15 THROUGH 17, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID CORNER S88°13'25"W FOR A DISTANCE OF 42.48 FEET; THENCE S01°05'56"E FOR A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S01°05'56"E FOR A DISTANCE OF 769.27 FEET; THENCE N88°58'11"E FOR A DISTANCE OF 456.54 FEET TO A POINT ON THE WESTERLY SUBDIVISION LINE OF SAID RIVER OAKS; THENCE ALONG SAID SUBDIVISION LINE S16°32'55"E FOR A DISTANCE OF 1367.40 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT SECTION 2; THENCE DEPARTING SAID SUBDIVISION LINE ALONG SAID GOVERNMENT SECTION 2 S88°27'05"W FOR A DISTANCE OF 2017.44 FEET TO A POINT ON A CURVE, SAID POINT ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF ROBERT'S ROAD (80 FOOT RIGHT-OF-WAY); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 333.22 FEET, A RADIUS OF 1459.72 FEET, A CENTRAL ANGLE OF 13°40'45", A CHORD BEARING N28°58'29"W AND A CHORD DISTANCE OF 332.50 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N22°24'07"W FOR A DISTANCE OF 1123.91 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE N67°35'53"E FOR A DISTANCE OF 340.00 FEET; THENCE N07°50'55"W FOR A DISTANCE OF 662.87 FEET; THENCE N88°54'04"E FOR A DISTANCE OF 1516.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL CONTAINING 92.36 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE WESTERLY LINE OF RIVER OAKS, MAP BOOK 27, PAGES 15 THROUGH 17, BEING S16°32'55"E.
2. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH WHICH MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.

ABBREVIATIONS

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CH=CHORD	PCP=PERMANENT CONTROL POINT
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PC=POINT OF CURVE	RNG.=RANGE
PI=POINT OF INTERSECTION	TWP.=TOWNSHIP
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M.B.=MAP BOOK	CONC=CONCRETE
P.B.=PLAT BOOK	(R)=RECORD
P.G.=PAGE	(F)=FIELD MEASURED
D.R.B.=OFFICIAL RECORD BOOK	(NR)=NON-RADIAL
S.F.=SQUARE FEET	(RAD)=RADIAL
AC.=ACRES	

SIGNED:

KENNETH J. KUHAR  
FLA. PROFESSIONAL SURVEYOR/MAPPER #6105

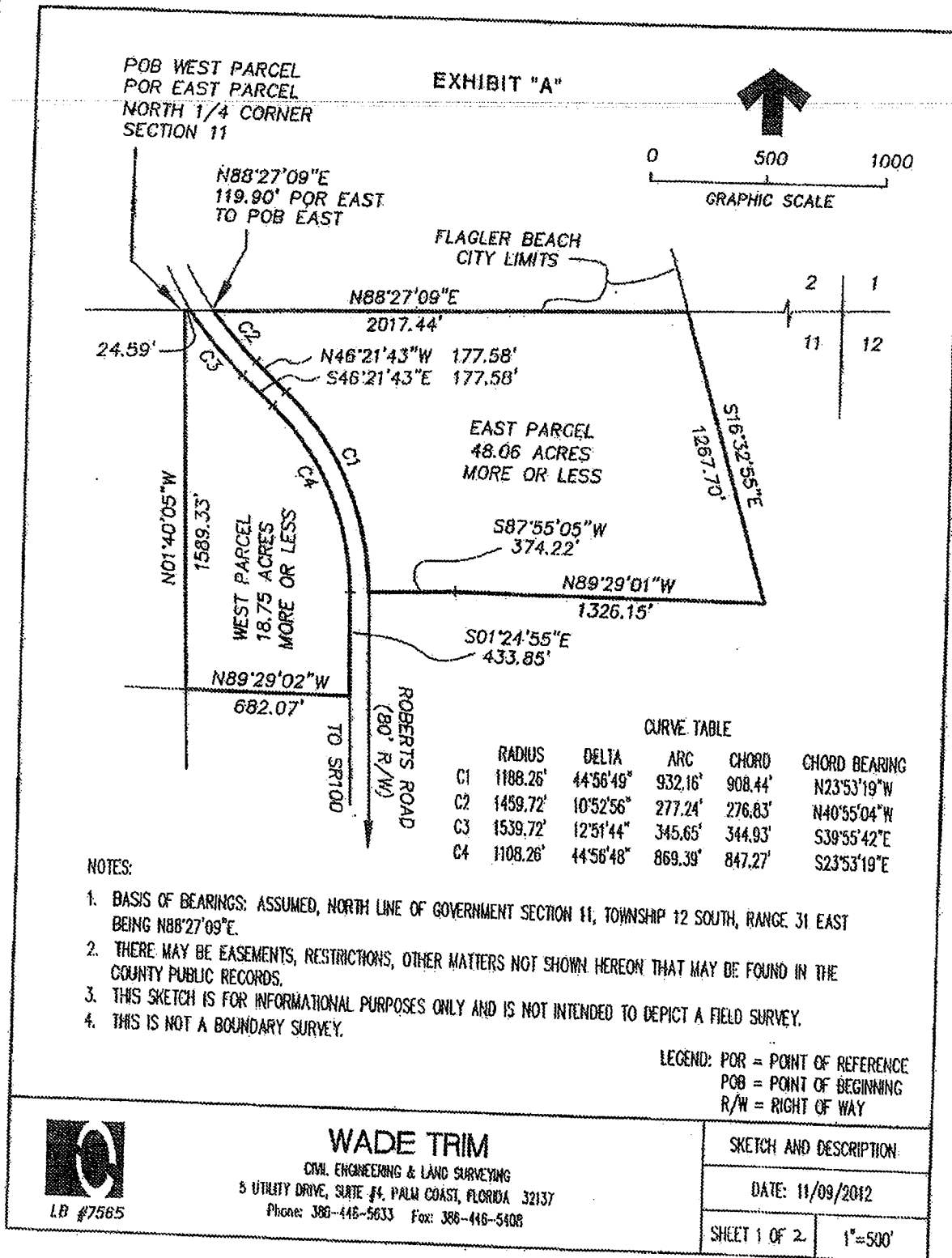


WADE TRIM / TOMOKA

CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLA GLIER/PALM COAST  
 Main Office: 1101 PGA Blvd., Suite 100, Daytona Beach, FL 32127  
 Phone: 386-274-1600 Fax: 386-274-1602  
 www.tomoka-tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	GRAND RESERVE
DRAWING REFERENCE NO.	GR-SL.2
DATE:	03/03/2011
SHEET NO.	2 OF 2



**EAST PARCEL**

A PART OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE NORTH 88°27'09" EAST ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 119.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°27'09" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 2017.44 FEET; THENCE SOUTH 15°32'55" EAST LEAVING SAID NORTH LINE, A DISTANCE OF 1267.70 FEET; THENCE NORTH 89°29'01" WEST, A DISTANCE OF 1326.15 FEET; THENCE SOUTH 87°55'05" WEST, A DISTANCE OF 374.22 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1188.26 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 932.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°53'19" WEST AND A CHORD DISTANCE OF 908.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 46°21'43" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 177.58 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1459.72 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 277.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40°55'04" WEST AND A CHORD DISTANCE OF 276.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.06 ACRES MORE OR LESS.

**NOTES:**

1. BASIS OF BEARINGS: ASSUMED, NORTH LINE OF GOVERNMENT SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST BEING N88°27'09"E.
2. THERE MAY BE EASEMENTS, RESTRICTIONS, OTHER MATTERS NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
3. THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.
4. THIS IS NOT A BOUNDARY SURVEY.



LB #7505

**WADE TRIM**

CIVIL ENGINEERING & LAND SURVEYING  
 5 UTILITY DRIVE, SUITE #4, PALM COAST, FLORIDA 32137  
 Phone: 386-446-5633 Fax: 386-446-5408

SKETCH AND DESCRIPTION

DATE: 11/09/2012

SHEET 2 OF 2

NO SCALE

**EXHIBIT B**  
**PERMITTED EXCEPTIONS**

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1. Ordinance No. 2007-15 recorded in O.R. Book 1697, Page 514, Public Records of Flagler County, Florida.
2. All matters contained on the Plat of Bunnell Development Company Subdivision, as recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.
3. Resolution 2006-59 recorded in O.R. Book 1548, Page 1543, Public Records of Flagler County, Florida.

**FLAGLER COUNTY**

**TECHNICAL REVIEW COMMITTEE COMMENTS**

**MEETING DATE: MAY 20, 2015**

**APP#2973 - REZONING - CARTER-FLAGLER ROBTS RD LAND TRUST**

**REZONING - AMENDMENT TO GRAND RESERVE EAST  
PUD DEVELOPMENT AGREEMENT**

**APPLICANT: SIDNEY F. ANSBACHER FOR  
OWNER: CARTER, DARYL M, TRUSTEE**

Distribution date: Friday, May 15, 2015

Project #: 2015010003

Application #: 2973

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

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

**REVIEWING DEPARTMENT: BUILDING DEPARTMENT**

**REVIEWING DEPARTMENT: FIRE INSPECTOR**

No comments at this time.

**REVIEWING DEPARTMENT: E-911 STAFF**

No comments at this time.

**REVIEWING DEPARTMENT: ENVIRONMENTAL HEALTH DEPT**

This office has no objection to proposed rezoning.

**REVIEWING DEPARTMENT: DEVELOPMENT ENGINEERING**

No comments at this time.

**REVIEWING DEPARTMENT: COUNTY ATTORNEY**

No comments at this time.

**REVIEWING DEPARTMENT: PLANNING DEPARTMENT**

1. This amendment will be subject to the PUD reclassification procedures at Section 3.04.02, Flagler County Land Development Code, since the request adds commercial-type uses to a previously approved residential PUD.
2. This amendment creates a second separate PUD; if Application #2973 is approved, a subsequent amendment to the text of the previously approved Grand Reserve East PUD (Ordinance No. 2006-15, as amended by Ordinance No. 2007-15, recorded at Official Records Book 1697, Page 514, Public Records of Flagler County, Florida) will be necessary, together with an amendment to the PUD Conceptual Site Plan attached as Exhibit "B" to the PUD development agreement (attached to the Ordinance as Exhibit 1).
3. PUD site development plan review (Section 3.04.03, Flagler County Land Development Code) will be incorporated into review of this amendment.
4. As a single-use PUD under single ownership and with no lands to be separately conveyed or dedicated, completion of a subdivision plat (as part of a PUD) is unnecessary. The PUD platting requirement should be addressed as part of the PUD development agreement and specifically acknowledged as unnecessary.